

☐ Applying for service ☐ Requesting change of information

Date _____

To: Bank of Ayudhya Public Company Limited

Krungsri Business Center _____

I/We, _____, (hereinafter referred to as the "Applicant"), having its office located at _____

_____, telephone number _____,

hereby request Bank of Ayudhya Public Company Limited (hereinafter referred to as the "Bank") to receive the transaction application forms and supporting documents including the documents providing information or instructions signed by the Applicant's authorized person via electronic mail (email) or facsimile (fax) (hereinafter referred to as the "Instruction"), as specified in this Application, for the purpose of sending and/or submitting the Instruction to the Bank.

Fax number and Email address Application are listed follows:

Fax number	
1. _____	
2. _____	
3. _____	
4. _____	
5. _____	

Email address	Name of email address user
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

I/We consent and acknowledge that the Bank shall perform as per the Instruction received from the Applicant under the terms and conditions and procedures prescribed by the Bank. I/We agree to comply with the said terms and conditions in all respects.

(_____)
Signature of the Applicant's Authorized Signatory with Company Seal

1. The Applicant consents and acknowledges that this Application on Instructions Transmission is made for the purpose of carrying out foreign business transactions, excluding transactions comprising financial instruments i.e. bill of exchange and promissory note that the Applicant must directly submit to the Bank, and any other transactions to be exempted by the Bank in the future.
2. The Applicant consents and acknowledges that the Bank shall, without any obligations, perform as per the Instruction received from the Applicant that is sent via email or fax for sending and/or submitting the Instruction, and the Bank may, at any time, refuse to process the said Instruction as it deems appropriate by notifying the Applicant through communication devices/channels as specified herein so that the Bank can coordinate with the Applicant in accordance with the Bank's practice.
3. The Applicant consents and acknowledges that the Bank shall process the Instruction under the terms and conditions specified herein and regard that the Instruction provided to the Bank as being consented to by the Applicant's authorized person without informing to or obtaining any additional consent from the Applicant unless otherwise a written notice of change of the Instruction is given hereunder.
4. The Applicant consents and acknowledges that the Instruction sent to the Bank shall be considered when it reaches the Bank (Krungsri Business Center as indicated herein) during its normal business hours. The Bank shall, at its discretion, process the said Instruction received under this Application during its normal business hours, depending on the time of receipt and the type of transaction.
5. The Applicant consents and acknowledges the following conditions:
 - 5.1 In the event that the Bank receives the Instruction via fax, the Bank shall adhere to such Instruction signed by the authorized signatory as per the specimen signature provided by the Applicant to the Bank. Such Instruction must come from the fax number specified above and/or the fax number provided by the Applicant in the notice of change of information to the Bank from time to time. Should there is any problem or suspicious which results in the failure of the Instruction sent and/or submitted to the Bank not appear the Applicant's fax number as specified herein, the Applicant has the duty to confirm such said Instruction sending in writing, or through any other communication devices/channels stated above. The Applicant consents that the Bank shall process the Instruction, without making any claims against the Bank in the event of loss, damage, fine, litigation costs and expenses, lawsuits, costs, and any expenses which may arise due to compliance with of the Applicant's Instruction. The Applicant consents to indemnify the Bank for the loss, damage, fine, litigation costs and expenses, lawsuits, costs, and any expenses which may arise due to compliance with the Applicant's Instruction.
 - 5.2 In the event that the Bank receives the Instruction via email, the Bank shall adhere to such Instruction signed by the authorized signatory as per the specimen signature provided by the Applicant to the Bank. Such Instruction must come from the email address specified above and/or the email address provided by the Applicant in the notice of change of information to the Bank from time to time.
6. The Applicant consents and acknowledges that upon sending the Instruction via email or fax as indicated in this Application, for the purpose of sending and/or submitting information to the Bank, the Applicant must take the following actions:
 - 6.1 The Applicant must confirm the Instruction sending on the same day that the Instruction is sent to the Bank. However, if the Applicant has not given notice of confirmation in accordance with this agreement, it shall not affect the validity of the Instruction received by the Bank and the processing thereof. The Applicant consents that the Bank shall either process or refuse to process such Instruction, without making any claims against the Bank, in the event of loss, damage, fine, litigation costs and expenses, lawsuits, costs, and any expenses which may arise due to compliance with the Applicant's Instruction;
 - 6.2 Within 10 days after sending the Instruction to the Bank, the Applicant must directly submit the original Instruction signed by the authorized signatory as per the specimen signature provided by the Applicant to the Bank. The Applicant consents and acknowledges that the Bank is not obligated to verify the Instruction sent via fax, email, equipment or other devices, against such original of the Instruction. Any and all Instruction sent via fax, equipment or other devices under this Application that have already been processed by the Bank shall be deemed accurate and valid and shall bind the Applicant even if the said Instruction did not come from the authorized signatory as per the specimen signature provided by the Applicant to the Bank, were not submitted properly, or the Bank has a discrepant understanding thereof, or the received Instruction are different from the original Instruction is provided by the customer in writing.
7. The Applicant consents and acknowledges that should there is any change to the fax numbers and/or email addresses, or information of communication devices/channels as stated above, the Applicant must submit to the Bank a new Application on Instructions Transmission. Upon the Bank's receipt of the new Application on Instructions Transmission, it shall be deemed that such document shall supersede the original Application immediately.
8. The Applicant consents and acknowledges that the Bank shall not be responsible in any respect for delay in receiving the Instruction or failing to receive the Instruction, and is neither liable nor responsible for damage, claims, or any expenses incurred to the Applicant due to the Bank's compliance or failure to comply with the Instruction or information received by the Bank (unless the damage arises from the Bank's willful act or gross negligence). In the event of the Bank's willful act or gross negligence, the Bank's liability to the Applicant shall be limited to no more than the amount under the relevant Instruction only. The Bank shall not be liable in any respect for consequential or indirect damage, or loss of profit.
9. The Applicant must prepare any other documents or evidences as reasonably requested by the Bank (whether in its name or in the name of a potential debt assignee under the credit approval document) so that the Bank or such assignee is able to comply with the requirements for the Applicant's due diligence and complete the inspection of the Applicant's properties and debts in all respects with satisfactory results. The Applicant must deliver the said documents and evidences to the Bank immediately after receiving the request.
10. The Applicant agrees to indemnify and hold harmless the Bank from and against any and all liabilities, claims for damages, actions, damages, any claims and costs which may incur to the Bank, including all legal costs or any other expenses sustained by the Bank for a reasonable cause due to the Bank's processing of or refusal to process the Instruction or information provided by the Applicant to the Bank hereunder. The indemnification in this clause shall be deemed as supplemental to any other indemnification or security for damage provided by the Applicant to the Bank.
11. The Applicant consents and acknowledges that this Application constitutes the entire agreement and is binding upon the Applicant, and shall be enforceable in accordance with the specified terms and conditions. The terms and conditions hereof shall be deemed as supplemental and shall not supersede the terms and conditions of any other contracts made between the Applicant and the Bank. The Bank may use the Instruction received by it via fax (or a copy thereof) as evidence in legal action as if it is the original, and the copy of the said Instruction shall be regarded as a sufficient evidence and may be used as proof of the information contained in the fax machine or equipment or other devices as indicated herein. In this regard, the Bank reserves the right to suspend the service and refuse any Instruction submitted to the Bank by give a writing notice of service suspension to the Applicant accordingly.