

Appendix II

Agreement of Electronic Instruction Authorizing Debit Transaction

To: Mega International Commercial Bank Public Company Limited

立約定書人 原應開立（填寫）票據、提款條及（或）轉帳指示或國內外匯款申請書（以下簡稱「交易文件或憑證」）交付銀行，由銀行憑以辦理扣款交易，茲為爭取時效，經兆豐國際商業銀行大眾股份有限公司（以下簡稱銀行）同意，立約定書人得將上述文件以傳真、電子郵件或指定之網路傳送方式（FAX, Email, Electronic messages）先行傳送銀行（以下稱「電子傳送交易指示」），並授權銀行得憑該電子傳送交易指示就立約定書人於銀行所開立如下列所示之存款帳戶內辦理扣款等交易，立約定書人並同意遵守下列條款：

一、授權依電子傳送交易指示辦理扣款交易之存款帳號：

- ☐ 立約定書人於銀行所開立之第 _____ 號活期存款帳號
☐ 立約定書人於銀行所開立之第 _____ 號活期儲蓄存款帳號
☐ 立約定書人於銀行所開立之第 _____ 號定期存款帳號

The undersigned, _____, shall be obliged to issue (complete) and deliver a note, withdrawal slip and (or) instruction of fund transfer or application of foreign/local remittance (hereinafter referred to as the "transaction documents") to the Bank to process account debit transaction(s). For the sake of efficiency and with the consent of Mega International Commercial Bank Public Company Limited (hereinafter referred to as the "Bank"), the undersigned may preliminarily deliver said documents to the Bank via fax, Email, or other specified Electronic message (hereinafter referred to as the "**Electronic Instructions**") and hereby authorizes the Bank to process transactions such as to debit funds from the following deposit account(s) maintained by the undersigned at the Bank in accordance with the Electronic Instructions. In addition, the undersigned hereby agrees to abide by the following terms and conditions:

Account No. authorized for debit of account through electronic instructions shall be listed as follows:

- ☐ Current deposit account No. _____ maintained by the undersigned at the Bank.
☐ Savings deposit account No. _____ maintained by the undersigned at the Bank.
☐ Time deposit account No. _____ maintained by the undersigned at the Bank.

二、授權銀行依電子傳送交易指示辦理下列立約定書人勾選之無摺交易，

每筆扣款限額（等值）**泰幣** _____ **銖**，並得依立約定書人指示將款項轉入第三人帳戶：

- ☐ 轉帳 ☐ 結匯 ☐ 國內外匯款

The Bank shall be authorized to process the following transaction(s) without the undersigned's passbook, as selected by the undersigned, via electronic instructions, limited to the amount of THB _____ or equivalent foreign currency, for each transaction, and to transfer the funds to a third party's account as per the instructions of the undersigned:

- ☐ Fund transfer ☐ Foreign exchange settlement ☐ Foreign/local remittance

三、銀行辦理立約定書人之結匯及國內外匯款業務，如需外匯實質交易文件時，於立約定書人提供正本文件供驗後辦理。對涉及需要認證文件或立約定書人親自辦理之交易，銀行得排除電子傳送交易指示之適用。

Where the Bank requires the actual transaction documents for the foreign exchange when processing the undersigned's foreign exchange settlement and foreign/local remittance, the transaction shall be processed upon verification of the original documents provided by the undersigned. The Bank may preclude the use of Electronic Instructions with respect to transactions requiring certified documents or to which the undersigned must attend personally.

- 四、以電子傳送交易指示提供之文件應蓋用立約定書人在銀行辦理提款所留存之印鑑供銀行核驗。惟立約定書人完全了解電子傳送交易指示仍有模糊不清及真偽不易辨別之情形發生，為免銀行認定上困擾，茲聲明凡銀行所收到之電子傳送交易指示上所蓋之印鑑或簽字，經銀行認定在外觀上近似留存於銀行之印鑑或簽樣時，該電子傳送交易指示即視為真正，銀行即得依該電子傳送交易指示辦理授權扣款交易，立約定書人均予承認。

For the Bank's verification, all transaction documents shall be affixed with the specimen seal recorded by the undersigned for fund withdrawal at the Bank. The undersigned fully understands that the Electronic Instructions may be unreadable and unidentifiable. For avoidance of doubt, the undersigned hereby declares that once the Bank concludes that the seal or signature affixed on the Electronic Instructions received by the Bank appears similar to that recorded at the Bank, such Electronic Instructions shall be deemed genuine and the Bank may proceed with the authorized debit in accordance with the Electronic Instructions and the undersigned hereby acknowledges all such transactions.

- 五、立約定書人於發出電子傳送交易指示後三十個營業日內，應將前述票據、提款條及（或）轉帳明細之正本補送抵銀行。於正本送達銀行前，該電子傳送交易指示視同正本，與正本有同一之效力，立約定書人絕不因文件形式、要件之欠缺或無正本而對銀行提出抗辯或主張任何權利。惟銀行於認為必要時，亦得於收妥上述正本文件後，方依約定書人之電子傳送交易指示辦理各項業務。

The undersigned shall supplement the original script of said transaction documents to the Bank within thirty(30) business days upon sending the Electronic Instructions. Prior to the receipt of the original script by the Bank, the Electronic Instructions shall be deemed as, and have the same effect as, the original script. The undersigned waives the right to raise a dispute or claim any right against the Bank on the grounds of the formality of documents, the failure to comply with the requirements or the absence of the original script. Where the Bank deems it necessary, the Bank may process the various transactions pursuant to the undersigned's Electronic Instructions only upon receipt of the original script of said documents.

- 六、立約定書人發出電子傳送交易指示前，應於提款條或扣款憑證正本加註「電子傳送交易指示提款」字樣或類似文義，未加註者，銀行得要求補正後始受理，立約定書人絕無異議。

Before the undersigned issues an Electronic Instruction authorizing the debit transaction, the undersigned shall mark "Electronic Instruction Authorizing Debit Transaction" or words of a similar meaning on the original script of the withdrawal slip or evidence authorizing the debit transaction. If the transaction documents received by the Bank does not include such comment, the Bank may request for an amendment before processing the request to carry out the withdrawal and debit transaction via electronic instructions. The undersigned shall voice no objection.

- 七、立約定書人簽立本約定書至少應指定一位聯絡人，

聯絡人姓名：

職稱：

電話：

立約定書人授權指定之聯絡人有更新或異動時，須向銀行辦理更正，若立約定書人授權指定之聯絡人無法聯絡時，銀行得不受理電子傳送交易，立約定書人絕無異議。

In signing this Agreement, the undersigned shall designate at least one contact person.

Name of contact person : _____

Telephone : _____.

If any change or update of contact person occurs, the undersigned shall apply for aforesaid amendments with the bank. If the Bank cannot contact the contact person authorized and designated by the undersigned, the Bank may decline to process the withdrawal and debit transaction via electronic instructions and the undersigned shall not voice any objection.

- 八、立約定書人就銀行依電子傳送交易指示辦理各項業務所負之債務、支出之費用及立約定書人因該指示對銀行所負之債務，負完全清償責任。立約定書人亦藉此聲明任何人因本合約對銀行之任何索賠、損失或費用，均由其負責任。

The undersigned shall be solely liable for all obligations and expenses incurred by the Bank to process the transactions pursuant to the Electronic Instructions and for all obligations of the

undersigned towards the Bank in relation to the Electronic Instructions. The undersigned also hereby indemnify to hold the Bank harmless from and against any and all claims liabilities, losses or expenses which may be asserted against the Bank in any way relating to or arising out of this Agreement.

九、本約定書業經立約定書人於合理期間審視，立約定書人確已完全了解雙方權利義務關係。

The undersigned has reviewed this Agreement within the reasonable period and therefore declares that he/she fully understands the rights and obligations of both parties.

十、立約定書人或銀行之任何一方，認必要時，均得隨時以書面終止本約定書。

Either the undersigned or the Bank may, as deemed necessary, terminate this Agreement at any time in writing.

十一、立約定書人與銀行同意，如因本約定書涉訟時，適用泰國法律，並以 曼谷 地方法院為第一審管轄法院，但法律有專屬管轄之規定者，從其規定。

The undersigned and the Bank agree that any litigation arising from this Agreement shall be governed by the laws of the Kingdom of Thailand and shall be submitted to the jurisdiction of Bangkok District Court in the first instance, unless the exclusive jurisdiction is otherwise provided by law.

十二、本契約係以英語為之，另作成中文譯文僅供當事人參考之用，本契約內所載各條款如有任何爭執，應以英語文義為憑。

This Agreement is prepared in the English language and is translated into Chinese for reference only. In the event of any conflict or dispute or inconsistency as to the meaning of any terms, conditions or provisions of this Agreement, the English language version shall in all events prevail and predominant for all purposes whatsoever.

Undersigned:

Company seal:

公司章

Customer Name (in print): _____

Authorized signature(s)有權簽字人簽名：

Address: _____

Business Administration No. : _____

ID Type or Passport No. : _____

Date :

經辦：

Handled by:

營業主管：

Operations Manager:

單位主管：

Branch General Manager :