

**APPLICATION FOR
ACCOUNT OPENING**
Mizuho Bank, Ltd. Bangkok Branch

สำหรับลูกค้านิติบุคคล
**FOR JURISTIC
PERSON**

PART A: GENERAL INFORMATION

Applicant Particulars				
Applicant Name (Registered Name):- ชื่อผู้ขอเปิดบัญชี (ชื่อที่จดทะเบียน)				
Thai (ไทย)				
English (อังกฤษ)				
Account Name:- ชื่อบัญชี				
<input type="checkbox"/> same with Applicant Name (เหมือนกับชื่อผู้ขอเปิดบัญชี)				
<input type="checkbox"/> For Treasury Center (used for account apply Treasury Center)		Thai (ไทย)		
<input type="checkbox"/> others, please specify (อื่นๆ โปรดระบุ)		English (อังกฤษ)		
Registered Address:- สถานที่ตั้งที่จดทะเบียน				
<input type="checkbox"/> as specified in the Applicant's affidavit dated _____ (สถานที่ตั้งที่จดทะเบียนเป็นไปตามที่ระบุไว้ในหนังสือรับรองนิติบุคคลของผู้ขอเปิดบัญชีฉบับลงวันที่ตามที่ได้ระบุไว้ด้านบน)				
Number เลขที่	Moo หมู่	Building อาคาร	Floor ชั้น	Road ถนน
Sub-district ตำบล		District อำเภอ		Province จังหวัด
Postal รหัสไปรษณีย์		Country ประเทศ		

Head Office Address:- ที่ตั้งสำนักงานใหญ่ (please specify in case of a branch) (กรณีและผู้ขอเปิดบัญชีเป็นสาขา กรุณาระบุสถานที่ตั้งสำนักงานใหญ่)				Mailing Address:- สถานที่จัดส่งเอกสาร			
<input type="checkbox"/> same with Registered Address (เหมือนกับสถานที่ตั้งที่จดทะเบียน) <input type="checkbox"/> others, please specify (อื่นๆ โปรดระบุ)				<input type="checkbox"/> same with Registered Address (เหมือนกับสถานที่ตั้งที่จดทะเบียน) <input type="checkbox"/> others, please specify (อื่นๆ โปรดระบุ)			
Number เลขที่	Moo หมู่	Building อาคาร	Floor ชั้น	Number เลขที่	Moo หมู่	Building อาคาร	Floor ชั้น
Road ถนน	Sub-district ตำบล		District อำเภอ	Road ถนน	Sub-district ตำบล		District อำเภอ
Province จังหวัด	Postal รหัสไปรษณีย์		Country ประเทศ	Province จังหวัด	Postal รหัสไปรษณีย์		Country ประเทศ
Telephone:- โทรศัพท์		Fax:- โทรสาร		Telephone:- โทรศัพท์		Fax:- โทรสาร	
Contact Information:- ข้อมูลติดต่อ							
Telephone:- โทรศัพท์				Fax:- โทรสาร			
Delivery Method:- การจัดส่งเอกสาร							
1. Advice Delivery Method <input type="checkbox"/> Mail <input type="checkbox"/> Counter 2. Monthly Statement Delivery Method <input type="checkbox"/> Mail <input type="checkbox"/> Counter 3. Others (please specify)							

Account Information	
Type of Account ประเภทบัญชี	Currency / Account Number สกุลเงิน/เลขที่บัญชี
<input type="checkbox"/> Current Account บัญชีเงินฝากกระแสรายวัน	<input type="checkbox"/> THB <input type="checkbox"/> Others, please specify _____
<input type="checkbox"/> Savings Account บัญชีเงินฝากออมทรัพย์	<input type="checkbox"/> THB <input type="checkbox"/> USD <input type="checkbox"/> YEN <input type="checkbox"/> EUR <input type="checkbox"/> SGD <input type="checkbox"/> AUD <input type="checkbox"/> Others, please specify _____
<input type="checkbox"/> Time Deposit บัญชีเงินฝากประจำ	<input type="checkbox"/> THB <input type="checkbox"/> USD <input type="checkbox"/> YEN <input type="checkbox"/> EUR <input type="checkbox"/> SGD <input type="checkbox"/> AUD <input type="checkbox"/> Others, please specify _____

Others: [OPTIONAL]

อื่นๆ: ข้อมูลแจ้งเพิ่มเติม (ถ้ามี)

(in case of foreign currency, if Applicant would like to identify the source of deposit or the purpose of opening an account(s)) กรณีเงินฝากเป็นเงินตราต่างประเทศ หากผู้ขอเปิดบัญชีประสงค์ระบุแหล่งที่มาของเงินฝากหรือวัตถุประสงค์ของการเปิดบัญชี โปรดระบุข้างล่างนี้)

Please specify: _____

Terms and Conditions for Opening of Savings, Fixed and Current Account

We, the Applicant (herein refers to as the “Customer”), agree and acknowledge to bind ourselves that all relations with Mizuho Bank, Ltd. Bangkok Branch (herein refers to as the “Bank”) related to this account shall be governed by the **Terms and Conditions for Opening of Savings, Fixed and Current Account** as set out below and as may be amended by the Bank from time to time:-

1. Definitions and Interpretation

- 1.1 “Account” means savings deposit account, fixed deposit account or current deposit account in Baht or in any other currency opened or to be opened with the Bank under the name of the Customer.
- 1.2 “Deposit” means any funds in Baht or in any other currency, deposited with the Bank under the name of the Customer or jointly with any other party, whether for a fixed term or on demand and the outstanding balance from time to time of the Account through the use of deposit forms as provided by the Bank for each type of Account.
- 1.3 “FATCA” means the Foreign Account Tax Compliance Act as codified under U.S. federal law sections 1471 through 1474 of the United States Internal Revenue Code of 1986, as amended;
- 1.4 “FATCA Regulations” means FATCA and all published regulations, official tax guidance, revenue rulings, revenue procedures, notices, and announcements issued pursuant to FATCA;
- 1.5 “Terms and Conditions” means this Terms and Conditions for Opening Savings, Fixed and Current Account.
- 1.6 Words importing a gender include every gender.
- 1.7 Words importing the singular include the plural and vice versa.
- 1.8 Headings are for convenience only and will be ignored in construing this Terms and Conditions.

2. Deposit

2.1 The Deposit must be made to the Account on presentation of deposit slip in the form designated by the Bank specified under the relevant deposit slips provided by the Bank for each type of account. The Customer’s copy of the deposit slip is not a valid receipt unless it is validated by the Bank’s computer terminal or is signed by an officer of the Bank. The Customer hereby agrees that the Customer’s copy of the deposit slip which has been validated by the Bank’s computer terminal or is signed by an officer of the Bank is final and conclusive except for manifest error.

2.2 The Bank reserves the right to deny accepting the Deposit, limiting amount of the Deposit, or returning all or any part of the Deposit at its sole discretion.

2.3 The Bank shall record the Deposit in the account of the Customer opened or to be opened with the Bank.

The Customer shall receive the account statement or any other form of evidence issued by the Bank which states the date and amount of Deposit in the savings and fixed accounts. The amount prescribed as the outstanding credit balance is not the right amount of the Deposit until the Bank has verified the outstanding credit balance of the Customer in the Bank's record.

The Customer shall receive the slips or any other form of evidence issued by the Bank for paying of Deposit into the current account.

2.4 If the Customer deposits any form of cash which cannot be verified immediately, the Bank shall accept that deposit only on the basis that the deposit is subject to a later count. If the amount indicated on the receipt of the Bank differs from that of the Customer's count, the Bank shall promptly inform the Customer of the difference and the Bank's count shall be final and conclusive except for manifest error.

2.5 If the Customer deposits cheques or transfers funds into the Account other than in the form of cash, the Deposit shall be valid upon the actual collection and actual receipt as determined by the Bank.

In the event that the Deposit has not yet been valid but the Bank allows the payment from the Account, the Customer agrees to repay the Bank the full amount, including interest determined by the Bank at a maximum interest rate permitted by law accrued from the date on which the reimbursement has been made to the date on which the repayment has been made in full as if the Customer requests for an overdraft facility.

2.6 The Bank acts only as the Customer's collecting agent for the cheques deposited with the Bank for collection.

The Bank shall not credit any proceeds of deposited cheques and other deposited instruments until actual receipt of payment by the Bank.

If the Bank is required to immediately credit the Account with the proceeds of a collection cheques or other instruments, the Bank reserves its right of recourse against the Customer for the amount so credited if the cheques or other instruments is dishonored or an amount received by the Bank is less than the amount so credited.

The Customer agrees to pay fee(s) as may be charged by the Bank for collecting cheques or other instruments. The payment of fee(s) can be made, at the Bank's discretion, by debiting from the Customer's Account.

The Customer agrees to cross all cheques to be deposited with the Bank and assume full responsibilities for genuineness, validity and correctness of all endorsements appearing on the cheques.

2.7 The Customer agrees to maintain the minimum Deposit or outstanding credit balance in the Account as from time to time stipulated by the Bank for each type of Account

2.8 Unless the Customer instructs the Bank otherwise, before or on the maturity date of the fixed deposit, the Customer shall continue to maintain the Deposit for a similar period at the interest rate prescribed by the Bank.

3. Withdrawal

3.1 Withdrawals can only be made upon presentation of cheques or written withdrawal instructions or by any other means in the form satisfactory to the Bank.

3.2 All cheques and withdrawal instruction must be signed by the authorized signatory whose signature appears in accordance with a specimen signature card registered with the Bank. The Bank is not obliged to verify any stamp, seal or other mark other than the specimen signature.

3.3 The Bank is not obliged to pay an amount required under cheques or withdrawal instructions containing incomplete information. The amount of money to be paid on cheques or withdrawal instructions must be prescribed both in figures and letters. In the event of discrepancy between the amount in figures and letters, the amount stated in letters shall prevail.

3.4 When correcting any mistake in cheques or withdrawal instructions, the Customer shall cross out the mistakes and affix the Customer's signature which shall be identical to those given to the Bank except for the crossing of the term "or bearer".

3.5 In the event that more than one cheques and/or withdrawal instruction are presented to the Bank simultaneously but the outstanding credit balance is insufficient to honour all of them, the Bank has, at its absolute discretion, the right to select which cheques and/or withdrawal Instruction shall be paid first.

3.6 If the doubt arises as to the validity of cheques or withdrawal instructions, or the holder of the cheque or the issuer of the withdrawal instructions, the Bank reserves the right to withhold payments as the Bank deems appropriate.

The Customer agrees not to claim for damages incurred as a result of such withholding.

3.7 The Customer is not entitled to withdraw any money deposited with the Bank by cheques or any funds transferred, until the Bank has been able to make the collection in full. If the credit balance in the Account is insufficient for such withdrawal, the Bank may suspend the fund withdrawn by the Customer.

If, by any reason, the Bank makes the payment in excess of the credit balance, in any Account, the Customer agrees to repay the Bank the excess sum paid by the Bank together with interest determined by the Bank at a maximum interest rate permitted by law as if the Customer requests for an overdraft facility.

The Customer agrees to pay all commissions and charges as may be demanded by the Bank if the cheques have been returned or the transfer of funds has been cancelled due to an insufficient balance in the Account. In this regard, the Bank has the right to debit any Account of the Customer without giving prior notice.

4. Interest

4.1 The Bank shall pay interest on Deposit in the savings and fixed deposit account at the rate prescribed by the Bank from time to time in compliance with the rules and regulations of the Bank of Thailand or any other competent authorities. The Bank may, at its sole discretion, change the interest rate by posing the change at the bank's premises and the Customer shall be

bound thereby. If any withdrawal is made from the fixed deposit account before maturity date, the Customer agrees to the reduction of the interest rate as the Bank deems appropriate.

4.2 The Bank shall not pay interest on the outstanding credit balance of the current deposit account.

4.3 Interest shall be paid net of withholding tax and the Customer authorises the Bank to make deductions from the Customer's Account on account of the tax and on account of stamp duty, if any.

5. Loss of Cheque Book

5.1 If cheque books are lost or damaged, the Customer must immediately inform the Bank in writing together with the copies of the police report recording such event in the form satisfactory to the Bank.

5.2 The Bank may issue a new cheque book to the Customer:

A. when the Customer has paid fee(s) as prescribed by the Bank; and/or

B. when the Customer has provided indemnity against any damage which the Bank may suffer as a result of the issuing of the new cheque book in form and amount satisfactory to the Bank

Upon issuing the new cheque book, the old cheque book shall be void. The Customer can apply for a new cheque book by using a request slip attached in the cheque book and affixes the authorized signature as register with the Bank.

5.3 The Bank shall not be held responsible for any damage incurred to the Customer due to loss or destruction of cheque books and the Customer shall be liable for damages incurred to the Bank if the Bank has made payment under lost cheque in good faith.

If (i) the notification of the lost or damaged cheque book arrives at the Bank after the Bank has made payment under the cheque or (ii) the Bank has made payment under the cheque after the arrival of notification, but the point of time of arrival is so close to the making of the payment that the Bank is not in the position to notify its branch or Bank officers in due time, the Customer agrees that the Bank shall be discharged from all liabilities to the Customer.

6. Accounts in foreign currencies

Funds destined for making deposits into the Accounts in foreign currencies must be those remitted or which originated from abroad or otherwise permitted by the competent authorities of the Kingdom of Thailand. No cash shall be accepted for making deposits into the Accounts in foreign currencies except for the cases allowed by the relevant laws, regulations and rules then in force in the Kingdom of Thailand.

The Bank shall not be held liable to the Customer or responsible for any diminution in the value of the funds in the Accounts in any foreign currencies due to taxes, imposts, devaluation or depreciation in the value of the funds credited thereto, or for the unavailability of such foreign currency funds due to any restriction on convertibility, requisitions, involuntary transfers, distraint of any character, or as a result of military or usurped power or any other similar cause beyond the Bank's control.

The Bank may, at any time and at its sole discretion, discharge its entire liabilities to the Customer with respect to the Accounts in any foreign currencies by delivering to the Customer drafts or cashier's cheques in the amount representing the credit balances in the Accounts in foreign currencies either in the currencies of the Accounts or in Thai Baht equivalent to the value thereto. For the purpose of this Clause, the Customer shall promptly provide the Bank with any documents as may reasonably be requested by the Bank.

7. Account Statement

If the Bank sends to the Customer, at the address given to the Bank, any account statement or related debit memo with respect to any Account in accordance with normal practice, such statement and/or debit memo shall serve as the primary record of transactions relating to the Customer's Account unless the Customer notifies the Bank in writing of any error within 3 days of the Customer's receipt of the account statement or debit memo.

Photocopies retained by the Bank of those statements, debit memos and cheque shall serve as primary records of transaction and are admissible as evidence in the event of any dispute between the Customer and the Bank.

A certificate signed by any of the Bank's officers as to the amount at any time owing to the Bank by the Customer shall be final and conclusive against the Customer except for manifest error.

If any amounts are credited to or debited from the Account in error, the Bank may cancel the amounts so credited to or debited from the Accounts at any time without consent from the Customer. If the balances in the Accounts are insufficient to cover such cancellation, the Customer shall immediately deposit additional funds to cover such cancellation, In the case of cancellation, if there is any amount credited by the Bank that is not due to the Bank's fault, the Customer shall pay interest on such amount as the Bank may reasonably require.

8. Fees and Expenses

8.1 Service charges and fees including fee for a new cheque book shall be levied in connection with the current deposit account at the rates to be set by the Bank. The charges and fees may be debited from any of the Account.

8.2 The Customer agrees to pay fee to the Bank for collection of cheques or other instruments at the rate prescribed by the Bank from time to time.

If cheques or other instruments cannot be collected or paid, the Customer agrees to pay fee to the Bank at the rate prescribed by the Bank from time to time.

8.3 If the Bank is required to return cheques of the Customer due to insufficient fund in the Account and no matter whether the Bank has to return the cheques for whatever reason, the Customer agrees to pay fee to the Bank at the rate prescribed by the Bank from time to time.

8.4 The Customer agrees to pay additional and necessary expenses which the Bank may charge if the Customer requests the

Bank for special actions, such as a request for an advance account statement and delivery of account statement by airmail etc.

8.5 The Bank reserves the right to collect charges at the rate the Bank deems proper in maintaining the Account or any other situations.

8.6 If the Bank closes the Account under Clause 12.1 and there is an outstanding credit balance in the Account, the Customer agrees that the Bank may charge fee in maintaining such fund outstanding. This fee shall be debited from the Account.

8.7 Where applicable, the collection of dormant account fee shall be collected from the account that has been inactive for or more than twelve (12) months at THB600.00 per every six (6) months for Thai Baht deposit accounts and/or USD30.00 per every six (6) months for Foreign Currency Deposit account as applicable.

8.8 Any charge and fee with respect to any obligation which the Customer owes to the Bank shall become due and payable immediately prior to the Court issuing (i) a business reorganization order or (ii) a receivership order against the Customer.

9. Payment

9.1 All payments to be made by the Bank to the Customer or the Customer's assignee or endorsee, as appropriate, with respect to any Account shall be made on the maturity date of the Deposit, and for savings or current deposit account, on demand, at the branch of the Bank which takes the deposit or to an Account of the Customer with the branch as designated by the Customer.

9.2 If any payment to be made by the Bank with respect to any Account becomes payable on a day which is not a banking business day in Bangkok ("Business Day") such payment shall be made on the next succeeding Business Day.

9.3 All taxes, duties, deductions and withholdings with respect to any and all payments made or to be made by the Bank with respect to any Account or Deposit shall be borne by the Customer. The Customer agrees that the Bank may deduct or withhold any and all the sums from any amount payable by the Bank. This includes any withholding as may be required under FATCA or comparable legislation on payments made to accounts held by non-participating FFI's or recalcitrant account holders.

10. Set-off

The Bank shall be entitled to debit the Account whenever necessary for repayment of credits, interests, default interests, penalties, commissions, fees and charges due to the Bank in connection with any transaction between the Customer and the Bank. The Customer authorizes the Bank to set-off and apply any and all Deposit against any and all sums due or become due to the Bank. The Customer shall, on demand, provide the Bank all cheques and other documents as the Bank may require to carry out the set-off.

11. Authorizations

In the event that there are any changes in the Customer's information submitted to the Bank or the change in (i) any authorized signatory of the Customer, or (ii) the specimen form of the authorized signatory's signature, or (iii) any seal, shall be binding on the Bank after the Bank has received a notice of change in writing. If (i) any change to that authority and/or (ii) restriction of that authority and/or (iii) legal capacity of the authorized signatory, is required to be registered, such change and restriction shall not be binding on the Bank, and the Bank shall be entitled to continue relying upon the authority of the authorized signatory last notified to the Bank in writing. The Customer shall not hold the Bank responsible for any losses or damages suffered liabilities, or expenses incurred by such actions or reliance.

12. Closing Account

12.1 The Bank may, in its sole discretion, at any time, close any Account when:

(a) Three cheques or more are drawn within a month while there is no sufficient credit balance available for payment.

(b) The Account is not operated in proper manner or has been inactive for more than 6 consecutive months without any reasonable reason;

(c) The Customer has the outstanding indebtedness owing to the Bank and does not perform its obligation within the period given in the notice of demand;

(d) A receiver, administrator or similar officer of the Customer is appointed or an encumbrance takes possession of all or any part of the present or future property of the Customer;

(e) Any action, proceeding or litigation is instituted, any resolution is passed, or any order is sought, for bankruptcy, winding-up, liquidation, or the Customer is adjudged bankrupt or insolvent under the laws of Thailand or any other jurisdiction;

(f) If the Customer fails to provide any requested identification information or fails to provide any requested documentation necessary to identify the Customer, including but not limited to any tax forms which might be requested by the Bank as part of the account opening process or at any time subsequent thereto; and

(g) If the Customer fails to inform the Bank of any change of circumstances which may be relevant to identifying the Customer or the Customer's tax status under FATCA, Thai Revenue Rules or any other relevant tax or other governmental authority, laws or regulations. Customers are required to notify the Bank of any such changes within 90 days of a change in circumstances.

The Bank is not obliged to give prior notice or give the reason in closing of the Account to the Customer.

The Customer shall not claim against the Bank for any damages which may incur as a result of closing the Account.

12.2 Upon closing the Account whether by the Customer or by the Bank, the Customer has to return all unused cheques, if the Bank receives cheque drawn from the Account which is closed and even if there is outstanding credit balance in that Account, the Bank shall be entitled to refuse to make the payment on that cheque.

13. Notice

Any communication or notice from the Bank to the Customer shall be deemed duly and properly made or given if made or

given by telephone, facsimile, telex or in writing delivered by hand or mailed by ordinary mail to the Customer at the address indicated after the Customer's signature in this Terms and Conditions or at any other address as the Customer may designate by notice to the Bank in writing.

Any notice by the Customer to the Bank must be made in writing or by telex or facsimile and delivered to the address of the Bank and shall be effective only upon the Bank's actual receipt thereof.

14. Local and international funds transfers

The Bank shall credit local and international funds transfers to any Account provided that these funds transfers are authentic and complete for crediting into the Account and such funds are received by the Bank. Funds credited to the Accounts shall be repaid by the Customer in the event of non-receipt of funds by the Bank or cancellation of funds transfers for any reason. The Bank may debit any amount in the Account or cancel the funds so credited to settle the funds for the reasons of non-receipt of funds or cancellation of funds transfers without consent from the Customer. The Bank shall not be liable to take any actions to preserve the rights or interests of the Customer.

15. Sequence of transaction processing

The Bank shall process all transactions in chronological sequence of instructions submitted to the Bank. These instructions include cheques drawn, instructions for making deposits, withdrawals and funds transfers presented simultaneously. The Bank may, however, reserve the right to determine the sequence of transaction processing for maintaining efficiency in processing transactions.

16. Disclosure of the Customer's information

The Customer agrees that the Bank may disclose any information including credit information (hereinafter, the Information") of the Customer to (i) Central Credit Information Company Limited and/or (ii) Thai Credit Bureau Company limited and/or (iii) any institution or company undertaking credit data business pursuant to the Undertaking of Credit Data Business Act B.E.2545 and/or (iv) other branches or subsidiaries of the Bank (hereinafter, the "Permitted Entry")

The Customer shall allow the Bank and the Permitted Entity to disclose the Information to its financial institutions or other juristic entities for the purpose of processing and approving any credit facilities and/or for reviewing credit status and/or correcting the credit data of the Customer, and to any authority and the court pursuant to the applicable law. In this regard, the Customer agrees and allows the Bank to check and to use the Information which the Bank obtained from the Permitted Entity for processing and approving any credit facilities for the Customer's favour.

The Customer also agrees that the Bank may also disclose any information including name, account balances and payment information to any tax authority or other government agency, in Thailand or elsewhere as may be required under law, regulation or agreement to provide such information as may be made pursuant to law.

17. Retaining of documents by the Bank

Unless agreed by the Customer and the Bank or otherwise required by law, the Customer agrees that the Bank shall, at its own discretion, keep any documents including cheques, promissory notes or bill of exchange relating to the Account for a reasonable period, and that after such period, the Bank may, at its own discretion, dispose of or destroy such documents, provided that paid cheques shall not be returned to the Customer.

18. Rates of interests, discounts, commissions, charges, fees, other expenses and penalties

The rates of interests, discounts, commissions, charges, fees, other expenses and penalties shall be prescribed in the Bank's notification as shown at the Bank's premises and/or on the Bank's website.

19. Limitation to liabilities of the Bank

The Customer shall not hold the Bank responsible for any loss or damages whatsoever incurred as a result of the operations of any Account opened by the Customer with the Bank (except for any loss or damages directly incurred by the Bank due to its gross negligence) or incurred by reasons for the Bank relying upon any endorsement or discharge on cheques, bills, notes, drafts or other instruments presented by the Customer for making deposits or for collection.

20. Amendments to or variation of provisions, rates and fees

The Customer agrees that the Bank may from time to time amend or vary any provision of the Terms and Conditions, rates and fees without consent from the Customer. Such amendment or variation shall be effective thirty (30) days after notification and/or announcement by the Bank.

If any provision of the Terms and Conditions becomes unenforceable, invalid, or illegal, such unenforceability, invalidity or illegality shall not affect the enforceability, validity or legality of the other provisions of the Terms and Conditions.

21. Maximum amount of cash withdrawal

Unless otherwise notified by the Bank, the Customer agrees that the maximum amount of withdrawal in cash from the Bank per transaction and/or per day is limited to the amount as announced by the Bank. Any excessive amount or the whole withdrawal amount may be paid in the form of cashier's cheque at the Bank's sole discretion.

22. Matters not covered

If there are any matters not covered by the Terms and Conditions, such matter shall be governed or proceeded in accordance

with the Terms and Conditions as prescribed by the Bank for governing the Account, the normal banking practices of the banks in Thailand, if applicable, or the laws, regulations and other official instructions of the competent authorities in the Kingdom of Thailand.

23. Governing Law

This Terms and Conditions and the Bank’s obligation with respect to any Account or Deposit and with respect to any payment to be made by the Bank shall be governed by the laws of Thailand.

The Customer shall abide by all rules and regulations with respect to each Account and Deposit as may from time to time be established by the Bank as well as all regulations, rules or order’s published from time to time by the Bank of Thailand or other appropriate authority. The Customer also acknowledges that the principle and interest of Thai baht deposit (except baht account of non-resident under Exchange Control Law) is subjected to protection of the Deposit Protection Agency up to the amount specified by law.

With this “**Application for Account Opening**” (the “**Application**”), we, the Applicant named in this Application, hereby,

- (i) request Mizuho Bank, Ltd. Bangkok Branch (the “**Bank**”) to open an account according to the information given in this Application; and
- (ii) certify that the information given in this Application are true, correct and binding to us. The signing conditions for this account shall be in accordance with Part B: Signing conditions attached hereto until further notice is given to the Bank in writing provided that the Bank shall have no duty to investigate or verify the authorization thereof.

We agree and undertake that we have thoroughly read and understood this Application and agree to be abided by the terms and conditions as set out as in this Application. If there is any breach of any parts of this Application which effects or causes to affect losses or damages to the Bank, we shall forthwith hold the Bank harmless and indemnify the Bank in full.

DATE: _____

APPLICANT:

By:



(Name of Authorized person)

(Seal, if applicable)

For Bank Use	
VP	STAFF

PART B: SIGNING CONDITIONS

Signing Conditions

Authorized Signatories:-

The signing condition(s) for this account shall refer to *(please select one option, as appropriate)*

Power of Attorney dated _____

Minutes of the Board of Directors Meeting dated _____

Other conditions (*please specified in the next page*)

PART B: SIGNING CONDITIONS

Signing Conditions

Other Conditions:-

I/We, as an authorized signatory(ies) of the Applicant pursuant to this Application for Account Opening (the “**Company**”) hereby authorizes the following person(s);

1. _____ (Please specify name of authorized signatory)
2. _____ (Please specify name of authorized signatory)
3. _____ (Please specify name of authorized signatory)
4. _____ (Please specify name of authorized signatory)
5. _____ (Please specify name of authorized signatory)
6. _____ (Please specify name of authorized signatory)
7. _____ (Please specify name of authorized signatory)
8. _____ (Please specify name of authorized signatory)
9. _____ (Please specify name of authorized signatory)
10. _____ (Please specify name of authorized signatory)

Signing condition for banking transactions

- singly sign
- jointly sign
- Any two of the authorized signatory(s)
- Any three of the authorized signatory(s)

- others (*please specify*) _____

Company’s seal

- with Company’s seal
- without Company’s seal
- without Company’s seal for issuing cheques

*If this document is utilized as a power of attorney, affix a stamp duty of THB 30 for each signatory.

PART C: LETTER OF INTENTION*

(Optional)

Date.....

To: Mizuho Bank, Ltd. Bangkok Branch (the “Bank”)

Dear Sir/Madam

We, the Applicant, hereby declare an intention to open an account (*proceed to Part A of this Application*) with the Bank.

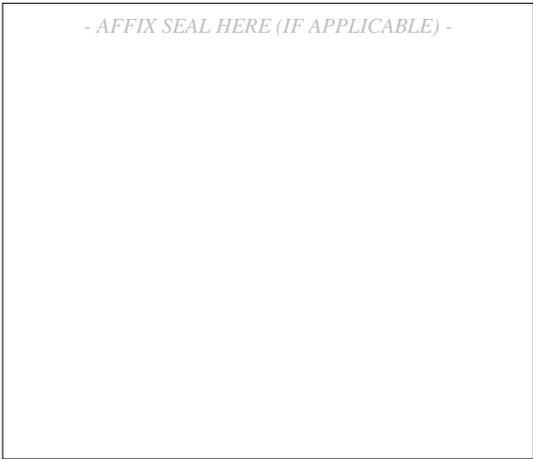
We agree that the Bank may recognize this letter as the Applicant’s intention to open an account and being effective from the date of this letter.

We undertake and warrant that we have taken all corporate actions required under our constitutional documents, particularly under the Articles of Association, to authorize the named designated signatories and signing conditions as shown in Part B: Signing Conditions, and acknowledge that the Bank has no duty to investigate or verify the authorization thereof.

For and on behalf of the Applicant

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Authorized director of the applicant

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Authorized director of the applicant



* Subjected to the terms and conditions in the Customer’s article of association, this letter shall be used if the minutes of the board of directors with the resolution to open a bank account with the Bank will not be provided to the Bank.