



## **HSBC Foreign Currency Account Acknowledgement**

The Customer hereby declares to the Bank and certify that, at any time during the period that the Customer has maintained relationship with the Bank:

1. For general accounts:

1.1 The Customer confirms that the foreign currency (“FCY”) amounts to be deposited and maintained with the Bank are derived from overseas sources of funds or local sources of funds with obligation; and

1.2 In case where the Bank of Thailand (“BOT”) and/or any relevant authority issues or announces any conditions for this kind of account, the Customer agrees to promptly comply with such conditions.

2. For local sources of funds without obligation accounts:

2.1 The Customer confirms that the FCY amounts to be deposited and maintained with the Bank are derived from sources of funds in Thailand;

2.2 The Customer confirms that, at the end of each day, except in case where the Customer has obtained an approval from the BOT on a case-by-case basis or except in case where there is any relaxation announced by the BOT from time to time, the total outstanding credit balance of all types of the Customer’s FCY accounts, including without limitation, savings, current, and term deposit (whether sole or joint account), maintained with all financial institutions including the Bank operating in Thailand (in which the Customer has deposited without obligation to pay such FCY amount to any person living overseas or to any authorized financial institution) shall not exceed the aggregate amount of USD 5,000,000 or equivalent, or other amount as permitted by the BOT; and

2.3 The Customer also confirms that the information in this letter is true and correct and undertake to control and has sole responsibility for closely monitoring and adjusting the outstanding credit balance in the Customer’s FCY accounts, as specified in Clause 2.2 above, within the limit and/or conditions (as the case may be), or other amount as specified by the BOT;

3. The Customer irrevocably agrees that if, at any time, the Customer fails to perform or observe its obligations and responsibilities as specified in Clauses 2.2 and 2.3 above and/or any information in this letter is untrue or incorrect, the Bank will be entitled and authorized to, without a prior notice to the Customer, immediately reverse any deposited amount in whole (not only the exceeding amount) which will make or makes the outstanding credit balance in the Customer’s FCY account(s) exceeding the limit and/or conditions as mentioned in Clauses 2.2 and 2.3 above from the Customer’s FCY account(s) without any further responsibility, liability or obligation to the Bank whatsoever, and in such case, the Customer shall, as informed by the Bank, instruct the Bank to process such reversed amount as permissible by relevant laws and regulations within the permitted period from the deposited date.