



**BNP PARIBAS**

The bank  
for a changing  
world

## **THAILAND COUNTRY SCHEDULE**

This document constitutes a Country Schedule as referred to in the BNP Paribas General Banking Terms and Conditions (the "**Conditions**").

This Country Schedule sets out jurisdiction-specific terms on which we provide you with one or more Accounts or Products in Thailand. You need to read and understand this Country Schedule before opening an Account or applying for a Product in Thailand.

This Country Schedule supplements the Conditions. Unless defined in this Country Schedule, capitalised terms used in this Country Schedule have the meanings given to them in the Conditions.

In the event of any inconsistency between the provisions of this Country Schedule and the Conditions, this Country Schedule will prevail.



**Part A – GENERAL**

**1. NOTICE OF THE DEPOSIT PROTECTION SCHEME**

BNP Paribas is a member of the deposit protection scheme in Thailand and eligible deposits taken by BNP Paribas will be protected by the Deposit Protection Agency under the Deposit Protection Agency Act, B.E. 2551 (2008) (as amended) (the "**Deposit Protection Scheme**") up to a maximum limit per depositor as specified by law. The Deposits exceeding the coverage amount under the Deposit Protection Scheme could be claimed from the liquidation process.

However, any financial or deposit Products offered to you:

- (a) by BNP Paribas, which do not constitute eligible deposits under the Deposit Protection Agency Act; or
- (b) by any member of the BNP Paribas Group other than BNP Paribas,

will not be protected by the Deposit Protection Scheme notwithstanding that BNP Paribas is a member of the Deposit Protection Scheme.

**2. CHEQUES**

You agree that:

- (a) cheques drawn by you, which have been paid may, after having been recorded in electronic form, be retained by the collecting bank or ICAS for such period as is stated in the rules relating to the operation of the clearing house and after this, they may be destroyed by the collecting bank or ICAS as the case may be; and
- (b) we are authorised to contract with collecting banks and ICAS in accordance with the terms in the paragraph above.

**3. PERSONAL DATA**

3.1 The following definitions apply to this Paragraph 3 (*Personal Data*).

"**Personal Data**" means any data related to a natural person which can identify such person whether directly or indirectly, excluding data of deceased persons, Processed as part of the Accounts and/or Product provided by us;

"**Process/Processing**" means any operation or part of operation which is performed on the personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, receiving, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

"**Thai PDPA**" means the Personal Data Protection Act B.E. 2562 (2019) and any regulations or guidelines issued thereunder.

3.2 The information provided pursuant to Clause 11.3 (*Information relating to employees and other individuals*) of the Conditions and this Paragraph 3 (*Personal Data*) is given in accordance with the requirements of the Thai PDPA, the Financial Institution Business Act B.E. 2551 (2008) (as amended) and the Anti-Money Laundering Act B.E. 2542 (1999) (as amended).

3.3 If you or your individual Officers wish to request access to or correction of your or their personal data, you or they should address your or their request to:

Data Protection Officer  
BNP Paribas Bangkok Branch  
548 One City Centre, 41<sup>st</sup> floor,  
Phloen Chit Road, Lumpini, Pathumwan,



Bangkok, Thailand 10330  
Tel: +662 659 8972  
Fax: +662 636 1933

- 3.4 You understand that, in the ordinary course of our relationship with you, we may Process Personal Data concerning individuals from you, including but not limited to your successor, right holder, co-borrower, co-guarantor, legal representative, beneficiary, landlord, ultimate beneficial owner, shareholder, director, senior managing official, debtor, creditor, agent, personnel, employee, staff, service provider including personnel, employee or staff of such service provider, party in transaction and professional advisor. Failure to supply any of the Personal Data of such individuals to us may result in BNP Paribas being unable to provide the relevant Account, Product and/or service under the Agreement, discuss any other opportunities with you or deal with other matters.
- 3.5 If you provides us with Personal Data of any individual to us, you represent and warrant to us that you have, to the extent required by law (i) notified the relevant individual of our Data Protection Notice (which can be found on our website and may be updated from time to time); and (ii) the legal basis to, or have obtained such individual's consent for, the Processing of his/her Personal Data by us.
- 3.6 In case of any false representation or warranty or failure to comply with your obligations contemplated under this Clause 3, you shall indemnify and hold harmless BNP Paribas and any of its directors, officers or employees against any costs, claims, demands, expenses and damages of whatsoever nature arising out of or in connection with that false representation or warranty or failure to comply with your obligations.

#### **4. FOREIGN CURRENCY ACCOUNTS AND PRODUCTS IN THAILAND**

The following terms apply where we provide you with Foreign Currency Accounts or Foreign Currency Products:

- 4.1 You acknowledge and understand that any Foreign Currency other than THB is not a freely convertible currency in Thailand and is subject to substantial exchange rate risk. Provision of Foreign Currency Accounts or Foreign Currency Products by us is subject to the relevant regulatory and other policy requirements, exchange rate controls and restrictions in Thailand or elsewhere. Such requirements, controls or restrictions may be amended or subject to change from time to time and may increase the risks of dealing in such currency and may affect the scope of our foreign Accounts or our ability to provide any Foreign Currency Products to you.
- 4.2 All Foreign Currency Accounts and Foreign Currency Products are subject to the availability of Foreign Currency and any maximum amount per customer per day requirements, any maximum amount per transaction requirements and any other restrictions or limits imposed by us from time to time. We are authorised to transfer any amount in your current Account in excess of any such restriction or limit at the cut-off-time (as designated by us from time to time) on each day to any other Account at any time, or dispose of the excess amount in any other manner as we think fit without prior notice to you.
- 4.3 Deposits in Foreign Currency banknotes and coins are accepted at our discretion and may be subject to payment of charges as determined by us from time to time.
- 4.4 You agree to submit a specified outward remittance form together with required documents or evidence as to the particular transaction as required by the Notification of the Competent Officer regarding Rules and Practices regarding Currency Exchange (as amended).
- 4.5 We are not obliged to effect cash payments in Foreign Currency. Withdrawals of Foreign Currency in large amounts are subject to seven Business Days' prior notice to us. We are authorised to pay any amount withdrawn from or payable in respect of an Foreign Currency Account or Foreign Currency Product in any of:
- (a) THB; or



- (b) such other currency at our sole discretion converted at the Applicable Rate.
- 4.6 You represent and warrant that:
  - (a) you are the beneficial owner of any Foreign Currency banknotes, which you deliver to us and you lawfully possess such Foreign Currency banknotes; and
  - (b) you will be at all times, the sole beneficial owner of all Foreign Currency Accounts opened from time to time.
- 4.7 You understand and acknowledge that:
  - (a) Foreign Currency is subject to exchange rate risk and is currently not freely convertible; and
  - (b) the Deposit Protection Scheme will not apply to Foreign Currency deposits in the same way as THB deposits.
- 4.8 Foreign Currency cheques may only be used in such manner as from time to time advised by us and subject to such restrictions and limits as we may from time to time impose. In the event that any applicable restriction or limit is exceeded, we may, at our discretion and without any liability and without prior notice to you, return unpaid any or all such cheques as may be determined by us.
- 4.9 We may (but are not obliged to) transfer all or any funds in any of your Foreign Currency Accounts to your current Foreign Currency Account to pay any or all Foreign Currency cheques presented to us without prior notice to you subject to a handling charge as determined by us from time to time.

**5. DEPOSITS IN AND WITHDRAWALS FROM NON-RESIDENT BAHT ACCOUNT AND NON-RESIDENT BAHT ACCOUNT FOR SECURITIES**

- 5.1 Where Thai law governs and where we provide you with a non-resident Baht account for securities ("**NRBS**"), Clause 18 (*Payments*) of the Conditions shall be read with the addition of the following Clause:

**"18.6 Deposits in and Withdrawals from Non-resident Baht Account for Securities: NRBS**

- 18.6.1 You agree that any NRBS shall be used only for the purpose of investment in securities and other financial instruments such as equity instruments, debt instruments, unit trusts, financial derivatives transactions traded on the Thailand Futures Exchange (TFEX) and Agricultural Futures Exchange of Thailand (AFET) or such other purposes permitted by the Bank of Thailand.
- 18.6.2 Subject to Clause 18.2 (*Deposits in Accounts*), deposits in any NRBS must be in Baht and such proceeds must be derived from the following cases:
  - (a) Baht exchanged or borrowed from a financial institution;
  - (b) Baht transferred from another NRBS; or
  - (c) Baht received from sale proceeds of investment in securities and other financial instruments, returns, and receipts related to such investment such as dividends, interest or receipts from investments in financial derivatives transactions traded on TFEX and AFET including margin and capital gains related to such investments.

In depositing according to paragraph (a) and paragraph (c), you agree to submit related documents required by us as supporting documents for such deposits.



18.6.3 Subject to Clause 18.4 (*Withdrawals from Accounts*), you agree that deposits in any NRBS shall only be withdrawn for the following purposes:

- (a) investment in securities and other financial instruments and payment related to such investment;
- (b) payment related to financial derivatives transactions;
- (c) loan repayment to financial institutions;
- (d) transfer to another NRBS; or
- (e) purchase of foreign currencies from financial institutions.

For withdrawals according to paragraphs (a) to (c), you agree to submit related documents required by us as supporting documents for such withdrawals.

18.6.4 You agree that, at any time, the aggregate outstanding balance deposits in NRBS maintained with all financial institutions in Thailand shall not be more than Baht 200 million or such other amount as specified by the Bank of Thailand. If, in our sole opinion, there is any event or circumstance rendering the aggregate outstanding balance deposits in your NRBS maintained with all financial institutions in Thailand in excess of Baht 200 million or such other amount as specified by the Bank of Thailand, we, at our sole discretion and without any liability or without prior notice to you, (a) may refuse to accept any or all deposits in the NRBS; (b) may reject any or all transactions in connection with the NRBS; or (c) are authorized by you to carry out the Foreign Exchange Transaction on your behalf in order to reduce that aggregate outstanding balance deposits in the amount exceeding the limit at the rate specified by the Bank of Thailand."

5.2 Where Thai law governs and where we provide you with a non-resident Baht account ("NRBA"), Clause 18 (*Payments*) of the Conditions shall be read with the addition of the following Clause:

**"18.7 Deposits in and Withdrawals from Non-resident Baht Account: NRBA**

18.7.1 You agree that any NRBA shall be used only for general purposes except funds related to investment in securities and other financial instruments such as trade, services, foreign direct investment, investment in immovable assets, loans, etc. or such other purposes permitted by the Bank of Thailand.

18.7.2 Subject to Clause 18.2 (*Deposits in Accounts*), deposits in any NRBA must be in Baht and such proceeds must be derived from the following cases:

- (a) Baht exchanged or borrowed from a financial institution;
- (b) Baht transferred from another NRBA;
- (c) Baht paid by Thai residents for purposes as prescribed in Clause 11 of the Notification of the Ministry of Finance on Directions of the Minister to Authorized Agents dated 31 March 2004 (e.g. proceeds from trade and services, loan repayment, sales proceeds and returns, from equity investment in a business of which a non-resident holds at least 10% of the total capital, direct investment abroad or lending to a non-resident by a Thai resident); or



- (d) Baht which banks in Vietnam or countries bordering Thailand receive from engaging in financial transactions with financial institutions or send or bring into Thailand from such countries and deposit into their own accounts.

For deposits according to paragraphs (a), (c) and (d), you agree to submit related documents required by us as supporting documents for such deposits.

- 18.7.3 Subject to Clause 18.4 (*Withdrawals from Accounts*), you agree that deposits in any NRBA shall only be withdrawn for purposes such as trade, services, loan repayment, equity investment in a business of which a non-resident holds at least 10% of the total capital.

For any withdrawal of funds from any NRBA for any purpose except transfer to another NRBA, you must submit related documents for such withdrawals.

- 18.7.4 You agree that deposits in any NRBA shall not be withdrawn for investment in securities and other financial instruments; however, equity investment in a business whereby a non-resident holds at least 10% of the total capital can be withdrawn, transfer to any NRBS or payment related to financial derivatives transactions traded on the Thailand Futures Exchange (TFEX) and Agricultural Futures Exchange of Thailand (AFET).

- 18.7.5 You agree that, at any time, the aggregate outstanding balance deposits in NRBA maintained with all financial institutions in Thailand shall not be more than Baht 200 million or such other amount as specified by the Bank of Thailand. If, in our sole opinion, there is any event or circumstance rendering the aggregate outstanding balance deposits in your NRBA maintained with all financial institutions in Thailand in excess of Baht 200 million or such other amount as specified by the Bank of Thailand, we, at our sole discretion and without any liability or without prior notice to you, (a) may refuse to accept any or all deposits in the NRBA; (b) may reject any or all transactions in connection with the NRBA; or (c) are authorized by you to carry out the Foreign Exchange Transaction on your behalf in order to reduce that aggregate outstanding balance deposits in the amount exceeding the limit at the rate specified by the Bank of Thailand."

## 6. TIME DEPOSITS

In addition to Clause 17 (*Time Deposits*) of the Conditions, the following terms apply to any Term Deposit:

- 6.1 We will return any amount deposited under a Time Deposit together with interest accrued at the maturity date as specified in the Time Deposit Confirmation (a "**Deposit Confirmation**") delivered to you by us on the day following the date on which the Time Deposit is made. We will deduct from such payment any applicable withholding taxes at the rate specified by the Revenue Code of Thailand at the time of that payment.
- 6.2 Subject to Paragraph 6.3 below, if you elect to withdraw all or part of a Time Deposit prior to its maturity date, you shall not be entitled to receive any interest on such Time Deposit and we shall not be obligated to pay the interest in accordance with the terms set out in the Deposit Confirmation nor any other interest.
- 6.3 If you elect to withdraw all or part of a Time Deposit with a tenor of longer than three (3) months prior to its maturity date, you may be entitled to interest calculated at the prevailing interest rate for a saving deposit Account announced by us for the relevant interest period starting from the date of the Time Deposit to the withdrawal date of such Time Deposit.



6.4 In addition to Clause 16.5 (*Dormant Account*) of the Conditions, you agree that if you do not notify us at least two (2) days prior to the maturity date of a Time Deposit, such Time Deposit, including any accrued interest (following any deduction in accordance with Paragraph 6.1 above) shall be deemed to have been redeposited as a new Time Deposit for the same tenor at an interest rate offered and announced by us on such redeposit date for the applicable tenor. We shall send you a new Deposit Confirmation for the redepositing 1 day after the date of redeposit.

6.5 If you do not object to any details set out in any Deposit Confirmation within ten (10) Business Days from the date of receipt of the Deposit Confirmation, you shall be bound by the terms set out therein.

6.6 Any withdrawal of a Time Deposit shall be paid to you in a form determined solely us.

**7. USE OF THE INTERNET**

You consent to the use of the Internet as a medium to communicate with or transmit any data or documentation in connection with any Account or Product provided by us to you and agree that such data reflect the Electronic Transaction Act B.E. 2544 (2001).

**8. SET-OFF**

You consent that we may, by notice to you, declare any obligation of you to be immediately due and payable, upon which such obligation shall become immediately due and payable to the extent permitted by the laws of Thailand.

**9. BANKER'S LIEN**

Where Thai law governs, Clause 8.3 (*Banker's Lien*) of the Conditions does not apply.

**10. ASSIGNMENT AND TRANSFER**

Where Thai law governs, Clause 10.1 (*Assignment and Transfer: By us*) of the Conditions shall be read as follows:

**"10.1 By us**

10.1.1 You consent and agree that we may assign, transfer or otherwise deal with any of our rights and obligations to any person upon notice to you without your prior consent.

10.1.2 You agree not to claim against any person to whom our rights and obligations are assigned, novated or transferred (or any other person who has an interest in the Agreement) any right of set-off or other rights you have against us.

10.1.3 You agree to sign and give us or any other person any document we require to give effect to such assignment, novation or transfer.

10.1.4 We may disclose to any of our Affiliates and any other person:

(a) to (or through) whom we assign (or may potentially assign) all or any of our rights under the Condition;

(b) with (or through) whom we enter into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made by reference to, the Conditions or you; or





(c) to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation,

any information about you, the Condition and other relevant documents as we shall consider appropriate."

**11. PAYMENT PRODUCT SCHEDULE**

Where Thai law governs, Paragraph 1.1 (*Cheque Outsourcing Service*) of Part A of the Payment Product Schedule shall be read as follows:

"Subject to and in accordance with the terms of this Part A, the relevant Operational Materials, the Relevant Electronic Terms and the Conditions, we agree to provide to you the Cheque Outsourcing Service, whereby we may issue and deliver corporate cheques, cashier orders or bank drafts on your behalf and make payment on such corporate cheques, cashier orders or bank drafts upon receiving Cheque Outsourcing Payment Instructions in a manner and form acceptable to us.

In connection with the Cheque Outsourcing Service subscribed by you with us whereby we will making of any and all types of payment pursuant to and in accordance with the terms of the Cheque Outsourcing Service agreed between you and us, you hereby irrevocably and unconditionally authorise, instruct and request us to accept, rely and act upon your instruction given from time to time for the production and issuance of any and all withholding tax certificates and such other documents which may be required to be issued in connection with the Cheque Outsourcing Service (the "**Certificates**" and each a "**Certificate**") for and on your behalf and in as many copies as may be required or deemed necessary by us, for your collection and/or for delivery to the Revenue Department and/or any other party as you may instruct us.

You shall be fully responsible for providing all information required for us to produce and issue the Certificates. We shall have no duty or obligation to make any investigation, enquiry or verification as to the accuracy and veracity of the contents of the Certificates and shall not be liable for any actions, proceedings, claims, demands, liabilities, damages, loss, costs, fees, expenses or taxes incurred or suffered by you in connection with the Certificates.

You hereby declare that each Certificate which shall be produced and issued by us in accordance with the above authorisation, instruction and request shall be as good, valid and effectual for all intents and purposes whatever as if the same had been produced and issued by you."

**12. COMPLAINTS**

Should you have any complaints concerning the services provided by us or any matters in relation to us, you may contact our Complaint handling department at +662 659 8911 or [complaints.Thailand@asia.bnpparibas.com](mailto:complaints.Thailand@asia.bnpparibas.com).

**13. RIGHTS OF THIRD PARTY**

Where Thai law governs, Clause 14.7 (*Rights of Third Parties*) of the Conditions does not apply.

**14. NOTIFICATION OF BANK OF THAILAND**

The rule and notification including guideline of Bank of Thailand, as applicable or appropriate, shall apply to all Accounts maintain by you with us and to all Products we provide to you.





**PART B – DEFINITIONS AND INTERPRETATION**

15. **DEFINITIONS**

"**BOT**" means the Bank of Thailand.

"**Foreign Currency**" means any currency other than THB.

"**ICAS**" means Image Clearing Archival System of the Bank of Thailand.

16. **INTERPRETATION**

In this Country Schedule, a reference to a Clause is a clause of the Conditions and a Paragraph is a paragraph of this Country Schedule.