

**Notice of Changes on the Thailand Country Conditions of the Master Services Agreement, effective 3 December 2017 (“effective date”)**

HSBC Thailand is committed to adherence to laws and regulations applicable to the services we provide to our customers.

To ensure that procedures concerning the offering of account services reflect mandatory requirements set out by the Bank of Thailand, the following statement will be inserted as a new section of the Thailand Country Conditions under the Master Services Agreement:

**“4 Electronic Funds Transfer and Other Services**

The Bank will provide the Services including electronic funds transfer service to the Customers in accordance with the terms and conditions specified in separate product guides or any relevant Supporting Documents provided from time to time by the Bank.”

Concurrently, a new Thailand Product Guide will also be issued to provide details of the Bank of Thailand’s mandatory requirements. For details, please refer to ‘Electronic Funds Transfer Guidelines’ section in the Thailand Product Guide attached to this notice.

Should you require any further information, please contact your client service manager or your relationship manager.

October 2017

Issued by The Hongkong and Shanghai Banking Corporation Limited, Bangkok Branch

# Thailand Product Guide

# ACCOUNT SERVICES

*optimize efficiency across your cash balances*

## **What are Account Services?**

HSBC's Account Services comprise an exhaustive range of bank account options. After your accounts have been opened with us, please note the following which would facilitate your daily account operation:-

### **Telegraphic Transfer Guidelines**

- Telegraphic transfer's applications received after the cut-off time specified by us will not be processed on the same day.

### **Termination Guidelines**

- We may close any account remaining in zero balance for more than 3 months.

## **Country Specific Guidelines Thailand**

### **General Provision**

- We may transfer sums between any of your accounts to ensure a minimum balance in your accounts are maintained or to sufficiently cover any cheque drawn or any debit against the accounts.
- In the absence of any specific instructions to the contrary telegraphic transfer/demand draft will be affected in the currency of the country in which payment is to be made.
- We may draw any telegraphic transfer/demand draft on a different place from that specified by the remitter if operational circumstances so required.
- Where we are unable to provide a firm exchange rate quotation, we shall affect the remittance on the basis of a provisional exchange rate which shall be subject to adjustment when the actual exchange rate is ascertained. Any difference between the provisional rate and the actual rate shall be debited/credited (as the case maybe) to your account
- For any foreign currency exchange transaction given by you, or request, and/or file the application, for exemption or relaxation on the receipt of payment for export as per your instructions sent via any communication method accepted by us to the Exchange Control Division of the Bank of Thailand (BOT), We are appointed by you as your true and lawful attorney-in-fact, for and in your name, place and stead, to accept, sign and execute all the forms and applications (except for loan or investment purpose) including any document, as to be announced and/or changed from time to time by the BOT as the forms and applications/documents used for completion and report of Control Division of the BOT, and file the said forms and/or applications to the Exchange Control Division of the BOT on Your behalf, including appoint and execute all agreements for appointment of any person to perform the said action/processes. In case where you are not the exporter, you shall promptly inform us of the name of the exporter upon your instruction and your foreign currency exchange transactions as per your instructions/information given to us via the same, or requesting for exemption or relaxation on the receipt of payment for export via the same to the Exchange.

### **Electronic Funds Transfer Guidelines**

- HSBC's Electronic Funds Transfer Services are the provision of services where you request us to debit funds from your accounts and deposit the same into your other accounts or any account of a third party as instructed by you.
- You agree and acknowledge that the Electronic Funds Transfer Services are subject to service availability and estimated completion timeframe as informed by us to you. Any amount to be debited from and/or transferred between the accounts in each transaction and per each day shall not be higher than the amount specified by us from time to time.
- You are entitled to receive an evidence of fund transfer, for example, a transaction slip, advice or statement of account, from us.

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- You may request us to cancel scheduled transfers by using any form acceptable to us and sending the same via any means, medium or channel as advised by us from time to time, whereupon we will use our reasonable efforts to proceed/comply with the request made by you.
- Without prejudice to any other provision of the Relationship Documents entered into between you and us, we shall carry out your instructions and provide the Electronic Funds Transfer Services in the manner stipulated in the Relationship Documents, except upon the occurrence of any event specified below:
  - a) you are subject to legal proceedings;
  - b) we provide or have provided you with any notice of service suspension prior to or at the time of transaction; and
  - c) you breach or have breached any terms and conditions specified by us.
- In case you find any errors in the funds transfer transaction, you shall as soon as practicable notify and provide us with details of any such error for our investigation and correction of such error which shall be completed no later than 30 days from the date of notice by you. We will inform you of the investigation result within 7 days from the date the result is obtained.
- We may not be able to provide the Electronic Funds Transfer Services temporarily in case where computer system or network relating to such services is damaged, or under repair or maintenance.

## **Find out more**

For more information about HSBC's Account Services, please contact your relationship manager or cash management specialist.