

## Application for HSBC Corporate PromptPay Service

To: The Hongkong and Shanghai Banking Corporation Limited, acting through its Bangkok Branch

We,

Customer Name: \_\_\_\_\_

Customer Corporate Tax ID: \_\_\_\_\_

(the "Customer"),

with the following information for confirmation of Registration:

Name of Contact Person: \_\_\_\_\_

Customer Corporate Email Address: \_\_\_\_\_

hereby request you to:

Register PromptPay Service by linking the corporate tax ID with the following account:

Account Number: \_\_\_\_\_

By checking this box, we hereby agree that you may add the Account Number on our behalf (if account is not yet open) according to its availability.

De-register PromptPay Service by delinking the corporate tax ID from the following account:

Account Number: \_\_\_\_\_

Change the account registered for PromptPay Service which is currently linked with the corporate tax ID:

From Account Number: \_\_\_\_\_

To Account Number: \_\_\_\_\_

We certify that the information and statements given above are accurate and true in all respects. We agree to be bound by the Terms and Conditions Governing PromptPay Service enclosed with this Application including any amendment thereto, which shall form part of this Application as well as any and all rules and regulations specified by the Bank.

We further acknowledge that those who are hired to open accounts and used them on behalf of others for illegal activities shall be subject to legal penalty.

IN WITNESS WHEREOF, we have signed this Application with our corporate seal (if any) affixed.

\_\_\_\_\_  
( )

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
( )

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**For Bank Use Only** (for the case that the account number is not yet open)

Account Number:

**The Hongkong and Shanghai Banking Corporation Limited**

HSBC Building, 968 Rama IV Road, Silom, Bangrak, Bangkok 10500

Tel: 66 2 614 4000

## Terms and Conditions Governing PromptPay Service

### 1. Introduction

- 1.1 The Customer wishes to use the PromptPay Service provided by the Bank and the Bank is willing to make the PromptPay Service available to the Customer in accordance with the details set out in the Terms and Conditions.
- 1.2 In consideration of using the PromptPay Service provided by the Bank, the Customer agrees and undertakes to be bound by the Terms and Conditions contained herein.
- 1.3 In these Terms and Conditions, the following terms and expressions shall have the meanings ascribed to them as stated below:
- (i) **Account** means the account opened and maintained with the Bank whereby PromptPay ID is referred to and is specified in the Application.
  - (ii) **Application** means the application for PromptPay Service executed by the Customer to which these Terms and Conditions are attached.
  - (iii) **Bank** means The Hongkong and Shanghai Banking Corporation Limited, acting through its Bangkok Branch.
  - (iv) **Customer** means the customer who successfully registers its PromptPay ID for the purpose of the PromptPay Service and is named in the Application.
  - (v) **PromptPay ID** means the Customer's corporate tax ID which is referred to in the Application or any other identifier as may be later specified for the purpose of the Registration.
  - (vi) **PromptPay Service** means the service in which PromptPay ID is used as a reference to the Account for the purpose of funds transfer and any other services related to the Account provided by the Bank.
  - (vii) **Registration** means the registration of using PromptPay Service through execution of the Application, and register shall be construed accordingly.
  - (viii) **Terms and Conditions** means these Terms and Conditions Governing PromptPay Service, as may be modified from time to time in accordance with the provisions contained therein.

### 2. The PromptPay Service

- 2.1 The Customer represents, warrants and undertakes that:
- (i) the Customer is and will be the sole owner of the Account and the PromptPay ID, and has the right to use PromptPay ID for the purpose of Registration with the Account;
  - (ii) it has taken all necessary actions to authorise the execution of the Application as well as Registration thereunder; and
  - (iii) PromptPay ID has not been registered to any other account opened and maintained with the Bank, other banks, or financial institutions, or was registered to such any other account, but subsequently de-registered.
- 2.2 The Customer acknowledges and agrees that the Account used for Registration must be savings or current account with a normal account status according to the Bank's criteria, and the Bank will provide written confirmation of Registration through any methods and/or channels prescribed by the Bank which may include electronic method. Upon Registration of PromptPay ID with the Account, PromptPay ID will be recorded in the system of the Bank or third party who provides such system for and on behalf of the Bank for the purpose of receiving fund transfer and any other services provided by the Bank.

The Customer must carefully examine the confirmation and/or any advice supplied by the Bank, and the Customer must advise the Bank in writing not later than 15 days from the date of receipt of such confirmation and/or advice of any error contained in such confirmation and/or advice. If no such notification is received by the Bank, the Customer will be deemed to have approved such confirmation and/or advice.

In case the Customer agrees that any Account information in the Application can be filled in by the Bank on the Customer's behalf, the Customer understands and acknowledges that such agreement is made in order to facilitate the Customer's Registration process only, and the Bank shall not be liable for any losses and damages arising therefrom.

- 2.3 The Customer shall notify the Bank immediately in writing or via any methods and/or channels prescribed by the Bank if PromptPay ID has been changed, cancelled, or no longer available for whatever reason.
- 2.4 The Customer irrevocably authorises the Bank to collect, use, and disclose any information of the Customer to any person, including but not limited to central database provider, for the purpose in connection with the Registration, provision of the PromptPay Service and any other services related thereto.
- The Customer further agrees that such person receiving the Customer's information is authorised to use the Customer's information received for the same purpose as set out in the preceding paragraph.
- 2.5 The Bank shall be entitled to add, revise, amend, change, or cancel, in whole or in part, any Terms and Conditions (including imposition and change of service fee) and the PromptPay Service at any time by announcing at the Bank's office and in its electronic website(s) not less than 30 days in advance, exceptionally, such shorter period as is necessary to comply with any laws or regulations.
- 2.6 These Terms and Conditions are supplementary to and shall not prejudice the Bank's rights under any terms and conditions and/or agreements with respect to the Account. In the event of inconsistency between these Terms and Conditions and the remainder, these Terms and Conditions shall prevail insofar as the PromptPay Service is concerned.
- 2.7 The PromptPay Service is applicable to fund transfer to the extent that it is domestic with the maximum amount per transaction per day as specified by the Bank, unless it is agreed otherwise by the Bank.
- 2.8 The Bank shall only be liable for any loss or damage which the Customer suffers or incurs as a direct result of the Bank's gross negligence or willful misconduct. However, the Bank shall not be liable to the extent such loss or damage is consequential, indirect, special or punitive.

For the avoidance of doubt, the Bank shall not be liable or responsible for any loss or damage or delay caused in whole or in part by (i) any event beyond the Bank's control, including but not limited to system or communication network or equipment failure or interruption to power or internet supplies or repair or maintenance of the Bank's or third party's relevant system; (ii) any act or omission of any third parties; including but not limited to central database provider; and (iii) the Customer's failure to comply with these Terms and Conditions and any other relevant terms and conditions.

- 2.9 The Customer agrees to pay service fee and other expenses relating to the PromptPay Service at the rates prescribed by the Bank. The Customer agrees that the Bank is entitled to debit the amount of such service fee and expenses from the Account or any other Customer's accounts opened and maintained with the Bank.
- 2.10 The Bank may, without notifying the Customer, suspend the PromptPay Service for maintenance or for any other reason where it reasonably considers it necessary to do so.

### **3. Termination/De-registration**

- 3.1 The Bank may terminate these Terms and Conditions or the PromptPay Service:
- (a) at any time for any reason whatsoever on one (1) month's written notice;
  - (b) immediately without notification if:
    - (i) there is any breach of the representations, warranties, undertakings or obligations contained herein;
    - (ii) the Account is closed, frozen, seized, suspended or dormant for whatever reasons;
    - (iii) the Account is used or suspected or reasonably believed to be used (A) to support or in connection with fraud or unlawful activity; or (B) not in compliance with applicable laws and regulations;
    - (iv) such termination is required by any laws or regulations or any court or regulatory body's judgment or order.
- 3.2 The Customer may request to de-register the Customer's PromptPay ID and terminate these Terms and Conditions at any time through any methods and/or channels prescribed by the Bank.

### **4. Governing Laws**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Kingdom of Thailand.

## List of required documents for HSBC Corporate PromptPay

- Application for HSBC Corporate PromptPay
- Original of The Department of Business Development's Company's Affidavit, or certified true copy of Company's Affidavit together signed by the authorised director(s) or attorney(s) with certification as true copy by third party certifier acceptable to HSBC, **issued not more than 3 months**
- Certified true copy of Thai ID Card (for Thai citizen) or Passport (for foreigner) of the authorised director(s) who sign Application for HSBC Corporate PromptPay and/or sign the Power of Attorney, and certified true copy of Thai ID Card (for Thai citizen) or Passport (for foreigner) of the authorised attorney(s) under the Power of Attorney, together with certification as true copy by third party certifier acceptable to HSBC

If the corporate did not register with The Department of Business Development:

- Certified true copy of Corporate Taxpayer ID Card issued by The Revenue Department

In case of authorisation of Power of Attorney:

- Power of Attorney signed by the authorised director(s) as per the condition under the Company's Affidavit, granting to the authorised attorney(s) the power to sign agreements

# HSBC Corporate PromptPay

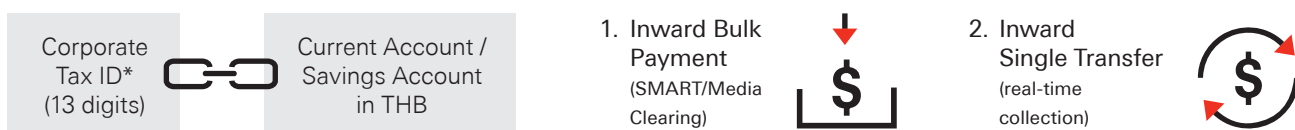
A real-time payment scheme for our corporate customer to improve the account receivables management and working capital

**At HSBC, we are continuing to drive innovation and digitalisation to help you manage your cash flow easier and more effectively.** HSBC Corporate PromptPay enables our corporate customers to receive real-time fund transfers and real-time electronic bill payments from its payers thus improving account receivables management and working capital. The benefits include:

- ◆ Faster collection – improving Days Sales Outstanding (DSO)
- ◆ Extended collection channels nationwide for payers
- ◆ Enhanced cash flow management, simplified account structure and reconciliation process
- ◆ Quick and easy onboarding
- ◆ Improved payers satisfaction and business performance

## Corporate PromptPay

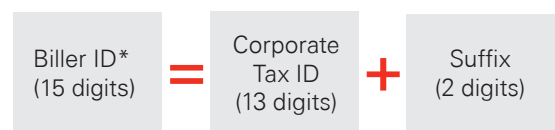
A new fund transfer service for corporates to receive money transfers in THB from payers whereby payers can make transfers to a corporate's bank account by using a corporate Tax ID (instead of the traditional bank account number). Fund will be credited to the account linked to the corporate's Tax ID.



## Bill Payment PromptPay

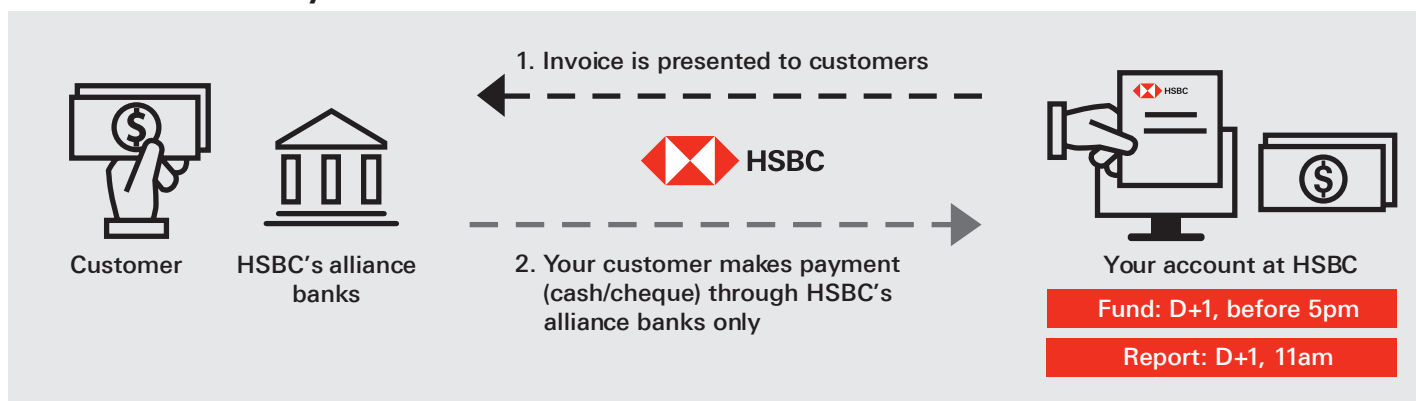
A new collection channel for corporates to receive **real-time electronic bill payments** from payers whereby payers can make bill payments to a corporate's bank account by using a corporate's Biller ID.

- ◆ Corporates can register multiple Biller IDs (max 100 IDS) for different collection purposes
- ◆ Payers can provide reference fields (max 3 fields – depending on payer banks' payment channels)
- ◆ Fund will be credited to the account linked to the corporate's Biller ID

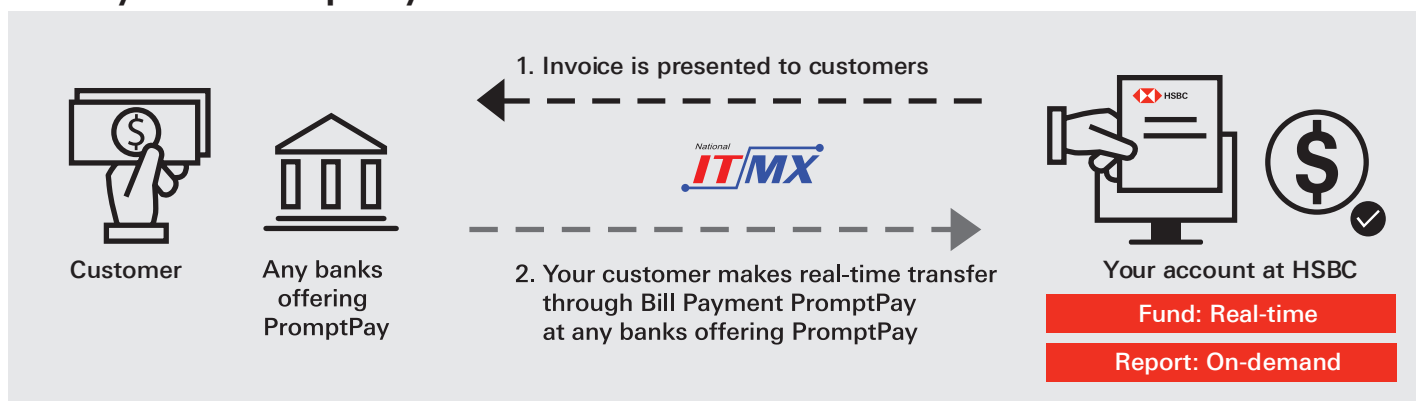


\* One Corporate Tax ID or Biller ID can be linked to only one bank account

## Traditional Bill Payment



## Bill Payment PromptPay



## Implementation

1. Register with HSBC by submitting the following required documents:
  - Application form for HSBC Corporate PromptPay
  - Certified true copy of current company's affidavit signed and certified (issued not more than 3 months)
  - Certified true copy of Thai ID Card or Passport (foreigner) of company's authorised directors
  - Certified true copy of Corporate Tax Payer ID Card
  - Power of Attorney (if applicable)
2. Perform internal setup and data management, including develop pay-in slips and corresponding barcode or QR code, together with your HSBC Implementation Manager
3. Inform your payers on the new arrangement

**Contact your Relationship Manager and Cash Management Specialist today to find out more information about this product proposition.**

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