

Instructions Transmission Agreement

Date.....

We, the undersigned
as represented by.....
its authorized signatory, hereinafter referred to as the “Customer” hereby make this Agreement with TMB Bank Public Company Limited, hereinafter referred to as the Bank”.

WHEREAS, the Customer desires the Bank to receive instruction and data set, hereinafter referred to as the “Instruction” from the Customer via facsimile or any other telecommunication equipment with the following details:

e-mail address:	
Fax no:	
Remark:	

NOW, THEREFORE, the Customer represents and warrants to the Bank as follows:

1. The Customer acknowledges and agrees that the Bank may comply with or not comply with the Instruction received from the Customer via facsimile or any other telecommunication equipment in the Bank’s sole discretion. However if the Bank decide to not comply with the Instruction, the Bank shall promptly notify the Customer of such decision.
2. The Customer acknowledges and agrees that after transmitting the Instruction to the Bank via facsimile or any other telecommunication equipment, the original copy of the Instruction shall be kept by the Customer. If requested by the Bank, the Customer is unconditionally willing to give the original copy thereof to the Bank, or otherwise the Customer agrees to indemnify the Bank in all respects incurred from such failure.
3. The Customer agrees with the Bank as follows:
 - a) In relation to instructions where the Bank receives copies of instructions through facsimile, the Bank shall be entitled to rely on copies of instructions signed by authorized person in accordance with specimen of signatures submitted by the Customer to the Bank and received through the above fax number or any fax number where the Customer informs of the change to the Bank from time to time;

- b) In relation to instructions where the Bank receives copies of instructions via e-mail, the Bank shall be entitled to rely on copies of instructions signed by authorized person in accordance with specimen of signatures submitted by the Customer to the Bank and received via the above e-mail address or any e-mail address where the Customer informs of the change to the Bank from time to time;

When the Bank receives copies of instructions through fax and/or e-mail address prior to receiving original instructions from the Customer afterwards, the Customer agrees that copies of instructions binding upon the Customer as if they were original instructions.

4. All authorized action according to the Instruction faithfully performed by the Bank or its representative or any agent shall be valid and enforceable to the Customer. Accordingly, it causes no liability to the Bank or its representative or any agent.
5. a) The Customer acknowledges and agrees that the Bank shall be not be liable for any indebtedness or claim or failure to perform or achieve the instructed action as a result of any cause uncontrollable by the Bank.
b) The Customer shall not claim the Bank and hold the Bank or its representative or any agent harmless from and against any loss, damages, fine, litigation expenses, cost or any expenses incurred from the compliance with the Customer's Instruction in any respect.
c) The Bank shall not be liable for the events that its representative or any agent makes negligence, wrongful act, failure, disobedience or insolvency, if such action is out of the scope of authority of the Bank, The Bank's representative or any other agent shall have sole liability for all direct and indirect damages incurred from such action.
6. The Bank may in the Bank's sole discretion to select the way to comply with the Customer's Instruction. If the Customer desires to cancel any Instruction already transmitted to the Bank, the Bank shall use the best endeavors to suspend or redirect the transaction. However if it is impossible to do so, the Customer agrees accept the result thereof without fault of the Bank.
7. The Customer agrees to pay for any fees and charges as collectible by the Bank at the Bank's designated rate in consideration of the performance in accordance with to the Instruction. In addition, The Customer allows the Bank to deduct from the Customer's account with the Bank for such payable or refundable amount, as the case may be, without advance notice to the Customer.
8. This Agreement may be terminated by either party by giving written notice of termination to the other party at least 15 days in advance.
9. This Agreement shall be a supplement part of the exiting terms and conditions governing the relevant matters between the Bank and the Customer. This Agreement shall be governed by the laws of Thailand. The Customer has already read and understood all contents herein.
10. The Customer agrees and consent to the Bank's usage of the Customer's information for preparing any proposal on product, service or privilege to the Customer or for any other purpose.

Stamp

Signed.....Customer

Company.....