



## PAYMENT PRODUCT SCHEDULE

This document constitutes a Product Schedule as referred to in the Agreement. The provisions of this Product Schedule shall only apply to the extent you have elected for, and we have agreed to provide, the applicable Product to you as indicated in the Account Opening Documentation.

This Product Schedule supplements the BNP Paribas General Banking Terms and Conditions (the "**Conditions**"). Capitalised terms not otherwise defined in this Product Schedule shall have the meaning given to them in the Conditions.

In the event of any inconsistency between the provisions of this Product Schedule and the Conditions, this Product Schedule shall prevail.

For each of the following Products that you elect under the Account Opening Documentation:

- (a) the Cheque Outsourcing Service (including through a Partner Bank);
- (b) the Positive Pay Service;
- (c) the Remote Cheque Printing Service;
- (d) the Partner Bank Cash Withdrawal Service; or
- (e) the Cash Delivery Service (through a Partner Bank or a Security Company),

the terms in the relevant Part of this Product Schedule that apply to that Product shall be supplemented by the relevant Electronic Terms corresponding to each electronic platform by which that Product is accessed or used at any point in time (the "**Relevant Electronic Terms**", and each relevant electronic platform, the "**Relevant Electronic Platform**").

### ABOUT THIS DOCUMENT

This Product Schedule supplements and should be read in conjunction with the Conditions and, in particular, Clause 2.1(g), Clause 5 (*Fees and Taxes*), Clause 6 (*Indemnity and Exclusion of Liability*), Clause 7 (*Termination*) and Clause 14.4 (*Variation*) of the Conditions.



## PART A – Cheque Outsourcing Service (including through a Partner Bank)

**NOTE: This Part A is only applicable if you have elected for the Cheque Outsourcing Service in the Account Opening Documentation.**

### 1. CHEQUE OUTSOURCING SERVICE

- 1.1 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 (either directly or through a Partner Bank) issue and deliver corporate cheques, cashier orders or bank drafts on your behalf and make payment on such cheques (either directly or through a Partner Bank) upon receiving Cheque Outsourcing Payment Instructions in a manner and form acceptable to us.
- 1.2 For the purposes of providing the Cheque Outsourcing Service we are irrevocably authorised to:
- (c) affix onto each corporate cheque the scanned or facsimile signature(s) of your authorised signatory(ies) appearing in our records; and
  - (d) sign each demand draft and cashier order in our name.
- 1.3 We are not obliged to sign any demand draft or cashier order under Paragraph 1.2(b) above until your Account has been debited by the amount corresponding to the relevant demand draft or cashier order.
- 1.4 In the context of the Cheque Outsourcing Service set out in this Product Schedule and where the context requires, all references in the Agreement to "**cheques**" shall include the cheques issued under the Cheque Outsourcing Service.

### 2. CHEQUE OUTSOURCING PAYMENT INSTRUCTIONS

- 2.1 Immediately upon receiving a Cheque Outsourcing Payment Instruction, we are authorised to debit the relevant Account wherever they are situated and whenever they are opened by the amount contemplated in that Cheque Outsourcing Payment Instruction, together with all applicable Service Charges and costs incurred.
- 2.2 We are authorised, and will make reasonable endeavours, to debit the relevant Account (i) for corporate cheques, upon presentation; and (ii) for cashier orders or bank drafts, upon issuance.
- 2.3 You shall ensure that, prior to issuing a Cheque Outsourcing Payment Instruction, the amount representing the aggregate face value of all cheques or other payments to be made under a Cheque Outsourcing Payment Instruction (when aggregated with any other outstanding Cheque Outsourcing Payment Instructions in respect of which the relevant Account has not yet been debited), together with the related Service Charges, is standing to the credit of the Account to be debited.
- 2.4 If the relevant amount is not standing to the credit of the relevant Account on that day, we shall have no obligation to effect or give instructions to our Partner Bank to effect the relevant Cheque Outsourcing Payment Instruction but may, subject to applicable laws, in our sole discretion do so (whether by debiting any other Account or otherwise) and you shall be liable to us for the face value of such cheque or other payment and for all related Service Charges and costs incurred.
- 2.5 You represent to us that any text, graphics, photos, designs, trademarks or other artwork furnished to us for inclusion in the printing of any cheques in connection with the Cheque Outsourcing Service are owned by you or that you have permission from the rightful owner to use that artwork.

### 3. LOSS OF CHEQUES AND ISSUANCE OF REPLACEMENT CHEQUES

The issue of any replacement cheque under Clause 19 (*Cheques*) of the Conditions to replace a cheque issued under the Cheque Outsourcing Service shall be made in accordance with the terms of this Part A, the relevant Operational Materials, the Relevant Electronic Terms, the Conditions and such other terms and conditions as we may in our sole discretion prescribe.

### 4. LIABILITY

- 4.1 We will not be responsible or liable for and you shall assume all risks in connection with:
- (a) any act or omission of a Partner Bank, including any delay or failure of that Partner Bank to issue and deliver corporate cheques, cashier orders or bank drafts on your behalf and make payment on such cheques;
  - (b) any errors or inaccuracies in any Cheque Outsourcing Payment Instructions; or
  - (c) any software, hardware or network-related delay, error or failure between us and a Partner Bank, regardless of whether this delay, error or failure is caused by faulty software or hardware of the Partner Bank or us.



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4.2 This Paragraph 4 shall be in addition to, and shall not affect, any limitation of liability, indemnity or any other protection available to us under the Conditions and any other Laws to which we may be entitled.

### 5. DEFINITIONS

The following definitions shall apply in this Part A:

**"Cheque Outsourcing Payment Instructions"** means Instructions from you to us via the Relevant Electronic Terms to issue cheques under the Cheque Outsourcing Service.

**"Cheque Outsourcing Service"** means the cheque outsourcing service provided by us to you as described in Paragraph 1.1 of this Part A, including the Thailand-specific up country cheque payment service and cheque express payment service.

**"Partner Bank"** means a bank with which we jointly act to provide you with the Cheque Outsourcing Service.

**"Service Charges"** means the service charges payable by you to us for the Cheque Outsourcing Service as detailed in the relevant fee schedule given by us to you in respect of the Cheque Outsourcing Service, as from time to time amended, supplemented, modified or adjusted by us.



**PART B – Positive Pay Service**

**NOTE: This Part B is only applicable if you have elected for the Positive Pay Service in the Account Opening Documentation.**

**1. POSITIVE PAY SERVICE**

- 1.1 Subject to and in accordance with the terms of this Part B, the relevant Operational Materials, the Relevant Electronic Terms and the Conditions, we agree to provide to you the Positive Pay Service, whereby we compare cheques received for clearing against a list of cheques issued and we honour cheques that match.
- 1.2 The Positive Pay Service shall consist of the following actions and obligations by you and us:
  - (a) you shall transfer to us the Issued Cheque File in accordance with the Operational Materials. The Issued Cheque File will be imported into our systems for comparison with the cheques actually presented for payment against your Accounts; and
  - (b) the Issued Cheque File shall accurately state, for both manually and electronically issued cheques, the cheque number, the name of beneficiary, the date and the exact amount of each cheque drawn against your Accounts since the last Issued Cheque File was transferred. A separate Issued Cheque File should be transferred for each Account.
- 1.3 In the event of any system failure of either party which prevents us from receiving or processing the Issued Cheque File, the Issued Cheque File shall be deemed to have not been received by us (even if we are in fact in possession of the Issued Cheque File).
- 1.4 The terms of this Part B of this Product Schedule do not cover any cheque which we have already cashed, negotiated or paid prior to the date on which these terms take effect or which we have already committed to honour or pay under any applicable Laws governing such items.
- 1.5 You shall send the Issued Cheque File to us in the format as specified by us in the Operational Materials. The Issued Cheque File will be provided by you to us using the Relevant Electronic Platform or any other mode as communicated by us to you in the Operational Materials.
- 1.6 We shall compare the details (including the cheque number, the date and the amount) of each cheque presented to us for payment against the relevant Issued Cheque File received by us. If the details match, we may honour such cheque in accordance with Clause 19 (*Cheques*) of the Conditions.
- 1.7 If we notice any Unmatched Cheque, we shall, in accordance with the Operational Materials, notify you via email (to your designated email address(es) in the Operational Materials) or through the Relevant Electronic Platform of such Unmatched Cheques. We shall then, to the extent permitted by applicable Laws, use reasonable endeavours to return this Unmatched Cheque to the relevant cheque clearing house.
- 1.8 You shall inform us as soon as reasonably practicable in accordance with the Operational Materials if you believe any cheque is an Unmatched Cheque due to fraudulent activity. We shall then, if permitted by applicable Laws, use reasonable endeavours to return this Unmatched Cheque to the relevant cheque clearing house.
- 1.9 Any cheques which are Unmatched Cheques due to any system error or error caused by you will be investigated. We will then use reasonable endeavours to investigate and resolve these errors and process these cheques again once we believe the errors have been resolved.
- 1.10 Notwithstanding anything else in this Part B, we retain full rights to honour or reject any cheque presented to us for payment in due course and in accordance with Clause 19 (*Cheques*) of the Conditions.

**2. LIABILITY**

- 2.1 We shall not be responsible or liable for, and you shall assume all risks in connection with, any losses due to:
  - (a) any inaccurate or missing information provided by you in accordance with the Positive Pay Service, whether in relation to the Issued Cheque File or otherwise; or
  - (b) us not receiving the Issued Cheque File by the deadline specified in the Operational Materials for any reason whatsoever.
- 2.2 This Paragraph 2 shall be in addition to, and shall not affect, any limitation of liability, indemnity or any other protection available to us under the Conditions and any other Laws to which we may be entitled.



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## 3. DEFINITIONS

The following definitions shall apply in this Part B:

**"Issued Cheque File"** means an electronic file detailing all the cheques issued by you.

**"Positive Pay Service"** means the positive pay service provided by us to you as described in Paragraph 1.2 of this Part B.

**"Unmatched Cheque"** means any cheque that does not match the Issued Cheque File when compared in accordance with Paragraph 1.6.



## PART C – Remote Cheque Printing Service

**NOTE: This Part C is only applicable if you have elected for the Remote Cheque Printing Service in the Account Opening Documentation.**

### 1. REMOTE CHEQUE PRINTING SERVICE

- 1.1 Subject to and in accordance with the terms of this Part C, the relevant Operational Materials, the Relevant Electronic Terms and the Conditions, we will provide to you the Remote Cheque Printing Service whereby we may allow you to store at a location designated by you in writing our Cheque Stationery for printing corporate cheques (but not demand drafts or cashiers' orders) with respect to your Accounts based on Instructions transmitted via the Relevant Electronic Platform.
- 1.2 The Remote Cheque Printing Service shall consist of the following actions and obligations by you and us:
  - (a) you shall send us a file cheque request in accordance with the Operational Materials for all relevant types of cheques you wish to be able to print;
  - (b) we shall then use reasonable endeavours to process this file and then send you a cheque image of each relevant cheque; and
  - (c) you may then print this image at your premises using the Cheque Stationery.
- 1.3 We shall be entitled to impose such limits as we deem fit on the amount of funds that may be transferred through the Remote Cheque Printing Service.
- 1.4 You shall provide or enter into such documents as we require from time to time to enable us to carry out the Remote Cheque Printing Service effectively. We shall not be obliged to provide the Remote Cheque Printing Service unless and until we receive such documents.
- 1.5 You shall at all times ensure that there are adequate security measures in place to keep the Cheque Stationery provided by us secure and are at all times solely responsible for the safe custody of the Cheque Stationery.
- 1.6 You shall promptly return the Cheque Stationery upon the termination of the Remote Cheque Printing Service.

### 2. LIABILITY

- 2.1 You irrevocably and unconditionally agree to indemnify and keep indemnified each Indemnified Person immediately on demand against all actions, proceedings, claims, demands, liabilities, damages, losses, costs (including all legal costs on a full indemnity basis), fees, expenses and Taxes which each Indemnified Person or any of our customers may directly or indirectly suffer or incur in connection with the use or misuse by you or any other person of the Cheque Stationery.
- 2.2 This Paragraph 2 shall be in addition to, and shall not affect, any limitation of liability, indemnity or any other protection available to us under the Conditions and any other Laws to which we may be entitled.

### 3. DEFINITIONS

The following definitions shall apply in this Part C:

**"Cheque Stationery"** means the stationery we provide to you to enable you to print cheques with respect to your Accounts under the Remote Cheque Printing Service.

**"Remote Cheque Printing Service"** means the remote cheque printing service provided by us to you as described in Paragraph 1 of this Part C.



## PART D – Partner Bank Cash Withdrawal Service

**NOTE: This Part D is only applicable if you have elected for the Partner Bank Cash Withdrawal Service in the Account Opening Documentation.**

### 1. PARTNER BANK CASH WITHDRAWAL SERVICE

- 1.1 Subject to and in accordance with the terms of this Part D and the Conditions, we will provide to you the Partner Bank Cash Withdrawal Service.
- 1.2 The Partner Bank Cash Withdrawal Service allows you, in areas where we do not have a physical presence but a Partner Bank does, to allow funds to be transferred from a designated Master Account to that Partner Bank Account and subsequently withdrawn from that Partner Bank Account.
- 1.3 To utilise the Partner Bank Cash Withdrawal Service, you may, through the Relevant Electronic Platform, transmit Instructions to us specifying the following information:
  - (a) the amount of the proposed withdrawal under the Cash Withdrawal Service;
  - (b) the identity of the person who will collect the withdrawal;
  - (c) the type of identification this person will produce at the time of the withdrawal;
  - (d) the relevant branch where the withdrawal will be made; and
  - (e) any other information we may require from you to process the Instruction.
- 1.4 We shall, upon receiving an Instruction as described in Paragraph 1.3 above, debit your Account for the amount of the withdrawal as soon as reasonably practicable and before the actual withdrawal.
- 1.5 All transfers of the required funds from the Master Account to a Partner Bank Account and all withdrawals from a Partner Bank Account shall be made in accordance with the Operational Materials.
- 1.6 Notwithstanding Paragraph 1.5, any withdrawal shall be effected only if we are satisfied that there are sufficient funds in the relevant Master Account or Partner Bank Account, as appropriate.
- 1.7 You may, where made available by us, effect withdrawals in the form of cash or cheque. Any cheque issued on your behalf will be subject to Clause 19 (*Cheques*) of the Conditions.
- 1.8 We will only receive and process Instructions for withdrawals under the Partner Bank Cash Withdrawal Service during the hours and on the days specified in, and in accordance with, the Operational Materials.

### 2. TRANSACTION RECORDS

We may provide you with transaction records detailing the withdrawals made by you under the Partner Bank Cash Withdrawal Service from time to time in accordance with the Operational Materials.

### 3. LIABILITY

- 3.1 We will not be responsible or liable for and you shall assume all risks in connection with:
  - (a) any act or omission of a Partner Bank, including any delay or failure of that Partner Bank to open a Partner Bank Account or effect any withdrawals; or
  - (b) any software, hardware or network-related delay, error or failure between us and a Partner Bank, regardless of whether this delay, error or failure is caused by faulty software or hardware of the Partner Bank or us.
- 3.2 This Paragraph 3 shall be in addition to, and shall not affect, any limitation of liability, indemnity or any other protection available to us under the Conditions and any other Laws to which we may be entitled.

### 4. DEFINITIONS

The following definitions shall apply in this Part D:

**"Master Account"** means an Account designated by you from which the required funds to effect withdrawals from a Partner Bank Account will be deducted.

**"Partner Bank"** means a bank with which we have a partnership to provide you with the Partner Bank Cash Withdrawal Service.

**"Partner Bank Account"** means an account opened by us with a Partner Bank for the purposes of providing the Partner Bank Cash Withdrawal Service.



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"**Partner Bank Cash Withdrawal Service**" means the withdrawal service via a partner bank as described in Paragraph 1.2 of this Part D.





## PART E – Cash Delivery Service (through a Partner Bank or a Security Company)

**NOTE: This Part E is only applicable if you have elected for the Cash Delivery Service in the Account Opening Documentation.**

### 1. CASH DELIVERY SERVICE

- 1.1 Subject to and in accordance with the terms of this Part E and the Conditions, we will provide to you the Cash Delivery Service.
- 1.2 The Cash Delivery Service is the delivery by us on your behalf of bank notes (but not coins) in the currency or currencies designated in the Operational Materials to the Delivery Locations and at the times specified in the Operational Materials.
- 1.3 The Cash Delivery Service may apply to bank notes withdrawn from both an Account opened with us or a Partner Bank Account.
- 1.4 You shall ensure that the cash is received from the Cash Delivery Service Provider's representative only in accordance with the Operational Materials and such cash shall not exceed the Daily Delivery Limit with respect to, in aggregate, all the Delivery Locations.
- 1.5 You shall provide to us the names and specimen signatures of your Authorised Recipients by the deadline specified in the Operational Materials. We shall be authorised to provide to the Cash Delivery Service Provider a copy of the names and specimen signatures of these Authorised Recipients.
- 1.6 You shall advise us of the amount of cash required to be delivered by the method and by the deadline specified in the Operational Materials.
- 1.7 We shall, on receiving such request, block the amount of cash requested to be delivered by debit to your Account and, subject to the availability of funds or overdraft limits in your Account, forward the request to the Cash Delivery Service Provider.
- 1.8 The Cash Delivery Service Provider will give the cash to an Authorised Recipient, who will then sign the disbursement book or other prescribed acknowledgement form. That signature shall constitute a valid receipt for the cash delivered by the Cash Delivery Service Provider to you.
- 1.9 In the absence of any Instructions to debit from a designated Account the amount of cash delivered to you, we are authorised to debit any of your Accounts and pay the Cash Delivery Service Provider the value of cash so acknowledged to be received.
- 1.10 If the withdrawn amount has not been received by you before the deadline specified in the Operational Materials, you shall immediately notify us in the manner specified in the Operational Materials. In the absence of this notification by this deadline, the cash shall be deemed to be delivered by the Cash Delivery Service Provider and received by you.

### 2. TRANSACTION RECORDS

We may provide you with transaction records detailing the deliveries made by you under the Cash Delivery Service from time to time in accordance with the Operational Materials.

### 3. LIABILITY

- 3.1 We will not be responsible or liable for and you shall assume all risks in connection with:
  - (a) any act or omission of a Partner Bank, including any delay or failure of that Partner Bank to open a Partner Bank Account or effect any withdrawals; or
  - (b) any software, hardware or network-related delay, error or failure between us and a Partner Bank, regardless of whether this delay, error or failure is caused by faulty software or hardware of the Partner Bank or us.
- 3.2 This Paragraph 3 shall be in addition to, and shall not affect, any limitation of liability, indemnity or any other protection available to us under the Conditions and any other Laws to which we may be entitled.

### 4. DEFINITIONS

The following definitions shall apply in this Part E:

**"Authorised Recipient"** means an employee of yours who is authorised to receive cash delivered pursuant to the Cash Delivery Service on your behalf and acknowledge the receipt of that cash in accordance with Paragraph 1.8 of this Part E.



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"**Cash Delivery Service**" means the service provided by us to you as described in Paragraph 1.2 of this Part E.

"**Cash Delivery Service Provider**" means a duly authorised service provider appointed by us to perform the Cash Delivery Service.

"**Daily Delivery Limit**" means the aggregate maximum amount of cash that may be physically delivered per day under the Cash Delivery Service, as agreed between yourselves and ourselves based on projections specified in the Operational Materials.

"**Delivery Locations**" means the locations as specified in the Operational Materials from time to time where cash is delivered to under the Cash Delivery Service.

"**Partner Bank**" means a bank with which we have a partnership to provide you with the Cash Delivery Service.

"**Partner Bank Account**" means an account opened by us with a Partner Bank for the purposes of providing the Cash Delivery Service.