

FOREIGN EXCHANGE DISCLOSURE STATEMENT

1. Introduction

The purpose of this Foreign Exchange Disclosure Statement (“Statement”) is to clarify the nature of trading activities between clients and Bangkok Bank Public Company Limited (“BBL”) and to disclose relevant practices of BBL when acting as a dealer, on a principal basis, in the wholesale Foreign Exchange (“FX”) markets with respect to the buying, selling and execution of FX Spot, FX Options, FX Forwards and FX Swaps (together, “FX Transactions”) and orders for FX Transactions.

BBL believes that appropriate disclosure promotes the integrity and effective functioning of the wholesale FX market, and this Statement provides transparency on how BBL prices, handles and executes FX Transactions.

This Statement shows how BBL conducts its business in compliance with all applicable laws and supports industry best practices, including those set out in the FX Global Code.

This Statement shall supplement but does not supersede contracts governing the relationships between clients and BBL. In case of any conflict between this Statement and the contract concluded with the client, the relevant client contract shall take precedence.

2. BBL’s Role to transact with clients

BBL enters into FX Transactions with clients as principal and on its own account. In this principal capacity, BBL acts as an arm’s length party to the transaction and does not act as the counterparty’s agent, fiduciary, financial advisor or in any similar capacity.

3. Communication Methods

BBL provides clients with the ability to execute FX Transactions over voice, emails, electronic platforms, or other means in the wholesale FX Markets. Clients must ensure that all FX Transactions including the placement of orders and request for indicative prices as well as FX discussions are explicitly communicated to an authorized BBL representative. Clients must submit FX Transactions through communication channels which BBL has agreed to use, which include a combination of voice and other means of electronic communication (e.g., email, chat, instant messaging etc.).

Clients should understand and accept that any communication sent to BBL will only be actioned once the communication is acknowledged and confirmed by the representative of BBL. During the period between the electronic transmission of an order or trade request and the point at which it is verified and acknowledged by BBL, the client will be exposed to the risk that its order or

trade request may not be fulfilled (including where the market has moved in the client's favor), or may be fulfilled at a less favorable level because market conditions have changed in the interim.

4. Pricing

Any price quotes or streaming rates that BBL provides are an 'all-in' indicative price which incorporates mark-ups, other charges over the price or spread at which BBL traded or may have been able to trade with its other counterparties.

All-in prices and spreads are tailored to individual clients. They are based on a broad range of standard commercial factors, including (but not limited to) market conditions, size and nature of the transaction, BBL's internal costs related to clients' transaction or overall provided services, and BBL's relationship with clients. As such, clients may receive different prices for the same or similar transactions.

The incurred mark-ups or other charges may apply to FX Transactions that result from both requests for quotes and orders and will vary as determined by BBL to be appropriate for the client and the type of transactions.

BBL may provide different price quotations via trading platforms, venues or aforementioned communication methods and may change any of its pricing strategies at any time without advance notice.

BBL is not obligated to disclose the components of its all-in price or amount of revenue that it is expected to earn on any particular FX Transaction.

All prices quoted by BBL should be considered indicative unless clients have been informed the price is firm.

5. Reference Prices

Reference prices are used to determine the reference trigger level for specific orders or other trade events. Main sources of reference rates include publicly available FX fixing sources, BBL's counter rates, central bank rates or wholesale interbank quotes sourced from Reuters, Bloomberg, etc.

6. Order Handling

Unless otherwise agreed, BBL will exercise its discretion when deciding to accept and to execute an order based on the best practice generally acceptable by the market participants. Key considerations include available market information, client-specific instructions, size and other relevant factors in which BBL will take all reasonable steps to obtain the best possible execution

outcome for clients. By placing the order with BBL, the client explicitly agrees to the framework outlined in this Statement.

6.1 General Execution Policy

When BBL acknowledges, accepts or states that it is willing to ‘work’ on a client order, that is solely an indication of BBL's willingness to attempt to execute the deal requested by the client. Such indication shall not create a binding contractual relationship between the client and BBL, and shall not constitute a commitment by BBL to execute any or all of the orders in any particular way. If and when a counterparty’s order is eligible to execute, it does not imply that BBL holds, secures or will be able to secure inventory to complete the transaction at the order price level (in consideration of appropriate markups reflecting return on transaction) or there exists a tradable market at that level taking into account BBL’s own position, strategy, risk management and other business factors at BBL’s discretion.

Moreover, BBL manages numerous orders from counterparties along with BBL’s own interest. This may result in trades prior to or alongside counterparty’s transactions to manage any associated risks or for other reasons and may influence market price. In the circumstance which BBL, as a market maker, may receive multiple identical or related orders from counterparties, orders are not necessarily executed at once and may not be executed in sequence received from clients. Such decisions are made by a number of factors including, but not limited to, risk management, source liquidity and market conditions.

To execute client orders, including partial fulfillments, BBL will use its professional judgment with the aim of achieving the best possible outcome for clients.

6.2 Order Types

6.2.1 Market Orders

A market order means an order that is to be executed immediately at the best available price in the current market. To handle such an order, BBL will take into consideration various factors such as prevailing liquidity and other market conditions. BBL will execute the client’s order by using its discretion and expertise to achieve the best price that BBL is able to offer to its clients.

6.2.2 Limit Orders

A limit order means an order to enter a deal at a target price that will ordinarily be a more favorable price than the current market price. The limit order may not be executed promptly. By placing a limit order, the client must be aware that it is forgoing the certainty of immediate execution in exchange for the possibility of getting a better price in the future. If the target price is reached, the limit order will be fulfilled only when BBL confirms entering a transaction with the client at the required target price.

6.2.3 Stop-loss Orders

A stop-loss order means an order to transact at a specified notional amount when a reference price has reached or passed a pre-defined trigger level.

Once the trigger price has been reached, BBL will attempt to enter into an FX Transaction with its interbank counterparties at, or as close as practically possible to, the target price. BBL will not guarantee nor ensure the order is executed at the target price.

6.2.4 Fixing Orders

BBL may accept orders from clients to execute transactions at a specific time in the future based on any published rate or reference price. To transact such orders, BBL will execute the FX Transaction at the rate of such specific time plus a pre-determined spread which is agreed or disclosed.

This order will not be transacted against any official benchmark price.

6.2.5 Benchmark Orders

BBL may accept orders from clients to execute transactions based on a rate (“Fixing Rate”) calculated by a third party based on trading during a specified time of day (commonly referred to as a “Fixing Window”) or at a price determined at a specified time (commonly referred to as a “Reference Time”).

To transact such an order, BBL will execute the FX Transaction at the Fixing Rate plus a pre-determined spread which is agreed or disclosed.

BBL may incorporate FX Transactions into the Bank’s positioning and inventory when executing benchmark orders for clients. Then, the risk management activities related to these transactions may lead BBL to enter hedging transactions before, during or after the Reference Time. However, such hedging activities are not undertaken with the intention of impacting the benchmark’s Fixing Rate or related markets.

6.2.6 At risk order

BBL may receive order enquiries from clients to contribute a two-way quote at a given size. The price is provided by BBL with the intent of being promptly executed. Since the price can unexpectedly reverse or change, the provided price is subject to change without notice and is not guaranteed. BBL will require the client to resubmit an order if the counterparty immediately fails to agree to the quotation.

6.3 Pre-Hedging

When a client requests to place an order or provides BBL with a transaction request, BBL may use that information to engage in pre-hedging and hedging activities if it considers such hedging activity would be in the client's interest and that it shall not disrupt the market.

Before the pre-hedging, BBL will consider the prevailing market conditions together with the size and nature of the anticipated transaction, including the impact to the market. When taking an action, BBL will not pre-hedge more than 100% of client's anticipated order, and such pre-hedging should not impact the market.

7. Conflicts of Interest

BBL complies with relevant professional standards and ethical values, as well as taking all reasonable steps to avoid conflicts of interest in order to promote the fair treatment of clients. Also, at its discretion, BBL shall decline to act in circumstances causing a conflict of interest.

8. Information Handling

BBL has policies and procedures that are designed to protect the client's confidential information. However, a client should understand the following:

- BBL's sales, trading and other personnel will consult with one another, including with respect to client interests and other related factors, to ensure that it complies with all relevant regulations as a part of its market making activities.
- BBL may also analyze, comment on, and disclose appropriately non-specific information regarding orders and executed transactions (e.g. information that has been anonymized and aggregated), and other relevant market information, internally and to certain clients, in order to provide its views on the general state of and trends within the market and/or to provide market color.
- As a regulated entity, BBL may disclose client information as required by relevant regulatory bodies and/or under applicable law.

Should you have any queries relating to this Statement, please do not hesitate to contact your BBL dealer/representative. Please note that this Statement may be updated from time to time, subject to changes of regulatory, industry and other market developments.