

Office/Branch \_\_\_\_\_ Date \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_  
 I/We (specify: natural person/juristic person), \_\_\_\_\_,  
 Citizen ID Card/Juristic Person Registration No. \_\_\_\_\_, Age \_\_\_\_\_ years (for natural person only),  
 Nationality \_\_\_\_\_, House/Office located at \_\_\_\_\_,  
 Tel. \_\_\_\_\_ (hereinafter referred to as the **"Applicant"**), having received approval for a guarantee limit for letter of  
 guarantee issuance from Bank of Ayudhya Public Company Limited (hereinafter referred to as the **"Bank"**), and being the owner of Account  
 Type \_\_\_\_\_, Account No. \_\_\_\_\_, Office/Branch \_\_\_\_\_,  
 request the Bank to take the following action:

issue a letter of guarantee to guarantee the debt of \_\_\_\_\_  
 \_\_\_\_\_,  
 here in after referred to as the **"Debtor"**, who has incurred \_\_\_\_\_  
 \_\_\_\_\_

with \_\_\_\_\_, hereinafter referred to as the **"Beneficiary"**,  
 in the amount of \_\_\_\_\_ ( \_\_\_\_\_ )

with a guarantee period from Date \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_ to Date \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_  
 (The said guarantee period may be extended according to the repayment term extended by the Beneficiary or relaxation of  
 performance under the contract for the Debtor, with consent from the Bank.)

with a non-specific guarantee period from Date \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_ onwards.

renew/amend the conditions of Letter of Guarantee No. \_\_\_\_\_, dated \_\_\_\_\_

renew the said letter of guarantee from the original guarantee period until Date \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

increase the guarantee amount by \_\_\_\_\_ ( \_\_\_\_\_ ),  
 therefore, the total guarantee amount is \_\_\_\_\_ ( \_\_\_\_\_ )  
 \_\_\_\_\_ ) from Date \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_ onwards

amend \_\_\_\_\_

In issuing the letter of guarantee under this Application for Bank's Issuance/Renewal/Amendment of Letter of Guarantee (this "Application"),  
 the Applicant requests the Bank to use the following letter of guarantee form of which the Applicant acknowledges and agrees to all contents  
 set forth thereunder, and it shall be deemed to be an integral part of this Application. The Applicant has assigned \_\_\_\_\_  
 \_\_\_\_\_ as contact person to receive the original letter of guarantee issued under this Application from the Bank:

Beneficiary's letter of guarantee form attached hereto or government's/state enterprise's letter of guarantee form, including  
 e-LG form executed via the e-LG System which the Beneficiary has made an agreement with the Bank

Bank's letter of guarantee form / Beneficiary's letter of guarantee form which the Applicant will provide to the Bank after the  
 date of this Application in  Thai  English

The Applicant and/or the Debtor has thoroughly read and understood the contents of this Application, as well as the terms and conditions  
 of this Application attached hereto which it shall be deemed to be an integral part of this Application. The Applicant and/or the Debtor  
 consents to the Bank to use the terms and conditions hereunder as evidence to file a suit to seek enforcement against the Applicant  
 and/or the Debtor, and the Applicant and/or the Debtor agrees not to raise any challenges or defenses whatsoever against the Bank.

The Applicant may request to get a notification of result/status of E-LG/Fee letter or update information by filling the information below.  
 (The maximum of email address and phone number is 5 each.) and request such notification in  Thai  English

Email Address:

1. Email Address: \_\_\_\_\_  
 2. Email Address: \_\_\_\_\_  
 3. Email Address: \_\_\_\_\_  
 4. Email Address: \_\_\_\_\_  
 5. Email Address: \_\_\_\_\_

Phone Number:

1. \_\_\_\_\_  
 2. \_\_\_\_\_  
 3. \_\_\_\_\_  
 4. \_\_\_\_\_  
 5. \_\_\_\_\_

Signed \_\_\_\_\_ Applicant and/or Debtor  
 ( \_\_\_\_\_ )

Signed \_\_\_\_\_ Applicant and/or Debtor  
 ( \_\_\_\_\_ )

**For Bank's Staff Only**

Letter of Guarantee	Maker	Checker
No. _____ has been issued		

## Terms and Conditions of Application for Bank's Issuance/Renewal/Amendment of Letter of Guarantee

1. The Applicant agrees to pay issuance fees, e-transaction charges, duties and any costs in relation to such letter of guarantee, to the Bank in accordance with the Bank's rules, procedures, and customary practices. In the case that the Bank's letter of guarantee has a specific guarantee period or a non-specific guarantee period, or has a specific guarantee period which already lapsed, the Applicant agrees to pay letter of guarantee issuance fees, service charges and other costs to the Bank in accordance with the Bank's rules, procedures, and customary practices until the Applicant has returned the original letter of guarantee to the Bank, or the Beneficiary has given the Bank a notice in writing, in an electronic form, or by any other means as agreed upon by the Beneficiary and the Bank, to notify of the discharge of the Bank's obligations under the guarantee or to confirm that the Bank has been released from all obligations and no longer has any liability under the letter of guarantee. The Applicant acknowledges and accepts that the said fees, service charges and costs are subject to any change by the Bank, from time to time, without prior notice or clarification of its grounds to the Applicant in any respect. The Applicant agrees to pay the Bank the fees, service charges and costs at the modified rates without raising any objections whatsoever. In the event that the Applicant returns the letter of guarantee to the Bank, or the Beneficiary gives a notice in writing, in an electronic form, or by any other means as agreed upon by the Beneficiary and the Bank to notify of the discharge of the Bank's obligations under the guarantee or to confirm that the Bank has been released from all obligations and no longer has any liability under the aforementioned letter of guarantee before the prescribed period in which the fees are charged, the Applicant may request a refund fee proportionately for the remaining guarantee period provided that the Applicant acknowledges that the fee will be refunded in excess of the minimum issuance fee announced by the Bank. The Applicant agrees that the Bank shall have the right to deduct such refund fee to pay the special business tax, service fee and other costs related to the guarantee, including the unpaid issuance fee incurred under this Applicant or other application. The Applicant shall request for a refund fee to the Bank within 1 (one) year from the date that the Applicant returned the letter of guarantee to the Bank, or the Beneficiary gave a notice in writing, in an electronic form, or by any other means as agreed upon by the Beneficiary and the Bank to notify of the discharge of the Bank's obligations under the guarantee or to confirm that the Bank has been released from all obligations and no longer has any liability under the letter of guarantee, otherwise, the Bank reserves the right to refund the fee to the Applicant.

The Applicant acknowledges that the Bank shall have the right not to guarantee as requested by the Applicant if the Applicant has outstanding payment of the aforesaid fees, service charges and costs.

2. In case the Applicant requests the Bank to issue an electronic letter of guarantee ("e-LG"), the Applicant and/or the Debtor acknowledges and consents to all terms and conditions of the said e-LG, and shall be responsible for and/or pay any debt incurred from the guarantee for which the letter of guarantee has been issued by the Bank under this Application. The Applicant and/or the Debtor agrees and consents that the letter of guarantee issued and the information transmitted between the Beneficiary and the Bank via the electronic system have been issued in accordance with the Applicant's intent and it can be used as evidence in legal proceedings despite such information and letter of guarantee being in an electronic form.

In the event that the computer or communication systems between the Bank and the Beneficiary, electrical systems, telecommunications systems or any other systems related to the Bank's guarantee as indicated herein fail, are out of order, pending repair, or temporarily closed for maintenance, causing the Bank to be unable to take any action with regard to the guarantee, the Applicant agrees not to use such difficulty as claim to demand accountability from the Bank in any respect.

3. In the event that the Beneficiary demands payment from the Bank by claiming against the letter of guarantee issued in accordance with this Application, the Applicant and/or the Debtor agrees that it shall be at the Bank's sole discretion to pay the amount demanded by the Beneficiary without prior notice to and without prior consent from the Applicant and/or the Debtor, regardless of whether the Applicant and/or the Debtor still has defenses or have notified the Bank to halt or delay payment as demanded by the Beneficiary. If the Applicant and/or the Debtor and/or the Bank has any defense against the Beneficiary, including defenses as to the validity, accuracy and effectiveness of the terms and conditions of the letter of guarantee, or any legal defenses, it shall be deemed that the Bank has sole right and discretion whether or not to raise such defense. The Applicant and/or the Debtor agrees to waive the right to raise any challenges or defenses against the Bank on account of the Bank not raising such defense. After the Bank made payment as per the Beneficiary's demand, whether in whole or in part and whether there was interest payment, the Applicant and/or the Debtor agrees to make reimbursement to the Bank, together with interest at the rate of Claimed Contingent Liability pursuant to the Bank's announcement, (which as of the date of this Application, the interest rate of Claimed Contingent Liability is MRR plus 4.50% per annum), calculated commencing from the date on which the Bank made payment until full reimbursement has been made to the Bank which the Bank may announce changes in the future in accordance with rules and procedures described by the Bank of Thailand and the Applicant and/or the Debtor agrees to indemnify the Bank for damages and expenses arising out of the default of the Applicant and/or the Debtor including cost and expense relating to demand and claiming, proceeding and enforcement in full. If the Applicant and/or the Debtor suffers damage due to observation or enforcement of this Application, the Applicant and/or the Debtor will separately claim against the Beneficiary or another relevant person, and the Applicant and/or the Debtor agrees to waive any claims whatsoever against the Bank.

4. If the Applicant wishes to renew or amend other material information of the letter of guarantee issued by the Bank in accordance with this Application, the Applicant agrees to pay fees, e-transaction charges, duties and any costs related to the guarantee in accordance with the Bank's rules, procedures, and customary practices.

5. If the Applicant fails to pay the Bank in full for any fees, service charges, costs and obligations of the Applicant hereunder, the Applicant and/or the Debtor agrees that the Bank shall have the right to immediately deduct the amount from the aforesaid deposit account, or any other deposit account or bank account that the Applicant and/or the Debtor maintains with the Bank, or setoff, in whole or in part, any amount payable by the Bank to the Applicant and/or the Debtor against any of the Applicant's outstanding fees, service charges, costs and/or obligations hereunder, as the Bank deems appropriate, without prior notice to the Applicant and/or the Debtor. If the balance in the deposit account or amount payable by the Bank to the Applicant and/or the Debtor is insufficient for the deduction, the Applicant and/or the Debtor agrees that the Bank may add any fees, service charges, costs and/or obligations of the Applicant payable to the Bank in the statement of the Applicant's and/or the Debtor's current account maintained with the Bank to enable an overdraft debt, regardless of whether the Applicant and/or the Debtor has an overdraft agreement with the Bank. The Applicant and/or the Debtor agrees to pay the Bank interest at the rate and conditions as specified in the overdraft agreement or the application for opening a current account, as the case may be.

6. In the case that any collateral has been provided to the Bank to secure the Bank's issuance of the letter of guarantee pursuant to this Application, the Applicant and/or the Debtor agrees and acknowledges that if the Bank subsequently considers that the value of the collateral provided to the Bank has decreased and does not cover the amount of the liability or all obligations of the Applicant and/or the Debtor to the Bank due to the reduction of the appraised value of the collateral or the fact that the Bank agrees to partly discharge the collateral, the Applicant and/or the Debtor shall provide the Bank additional assets approved by the Bank as additional collateral so that it is sufficient for the performance of all liabilities and obligations of the Applicant and/or the Debtor to the Bank according to the Bank's notice to the Applicant and/or the Debtor.
7. The Applicant and/or the Debtor agrees and consents that the Bank may at any time transfer the rights and obligations hereunder, as well as having the right to transfer the mortgage, the pledge, the guarantee, or any other right in security, in whole or in part, to another person, as the Bank deems appropriate, by only giving notice to the Applicant.
8. The Applicant and/or the Debtor agrees and consents that the Bank may collect, use and disclose the Applicant's and/or the Debtor's personal information and other information as per this Application, security agreement or relevant documents according to this Application, to the assignee of the Bank or another person, as the Bank deems appropriate or beneficial to the Applicant and/or the Debtor in receiving offers on loans or other services.
9. The Applicant and/or the Debtor agrees to be bound by the terms and conditions hereof in all respects, and agrees and consents that the debts arising from the request for the Bank's issuance of the letter of guarantee per this Application shall be deemed an obligation for which the Applicant and the Debtor shall be jointly liable to the Bank as joint debtor until all payment has been made to the Bank in full. The Applicant and/or the Debtor agrees to waive defenses and/or not to raise the rationale under Sections 293 and 294 of the Civil and Commercial Code as grounds to discharge the Applicant's and/or the Debtor's liability to the Bank in any respect.
10. Where the Applicant and/or the Debtor has provided to the Bank personal data of any other person:
  - (a) the Applicant and/or the Debtor undertakes to the Bank to verify the accuracy and completeness of such person's personal data provided by the Applicant and/or the Debtor, and to notify the Bank of any change to the personal data provided;
  - (b) the Applicant and/or the Debtor warrants that the Applicant and/or the Debtor has obtained consent or can rely on other legal basis for the collection, use, disclosure and/or transfer of such personal data in compliance with applicable laws;
  - (c) the Applicant and/or the Debtor warrants that the Applicant and/or the Debtor has informed such person of the Bank's privacy notice; and
  - (d) the Applicant and/or the Debtor warrants that the Bank can lawfully collect, use, and further disclose and/or transfer of such personal data for the purposes set out in the Bank's privacy notice (as may be amended from time to time), including the purposes set out in this Applications.
11. Any and all correspondences, demand notices and/or notices given to the Applicant for the performance of the contract or notice of mortgage enforcement, or for the enforcement of security (if any), whether by registered post or ordinary post, or by hand, shall be deemed to have been duly served and acknowledged by the Applicant if they are sent to the Applicant's address as specified herein, regardless of whether the address has been changed or removed without any notice from the Applicant to the Bank, or they remain undelivered because the above specified address is not found.