

Date _____

To Bank of Ayudhya Public Company Limited

We, (name of juristic person) _____

by _____

as an authorized person, Juristic Person Registration No. _____ whose office is located at _____

Telephone No. _____, hereinafter referred to as the "Applicant", wish to apply for the use of Krungsri Tradelink System of Bank of Ayudhya Public Company Limited, hereinafter referred to as the "Bank" for the purpose of data transmission by electronic means through the internet network in sending the Application's instruction to the Bank and/or confirming the transaction with the Bank including but not limited to take any other additional services to be rendered by the Bank in the future, hereinafter referred to as the "Service", on the terms and conditions specified in the document attached hereto which forms an integral part hereof.

The Applicant wishes to use the Service as follows:

Add service	Cancel service	Type of service requested
Via the Bank's website		
		LC/ DLC Issuance/Amendment, Acceptance of Import Bills under LC and/or Payment Instruction and/or Trust Receipt under LC/DLC
		Outward Funds Transfer and/or Trust Receipt under Advance Payment and Open Account
		Acceptance of Import Bills for Collection and/or Payment Instruction and/or Trust Receipt under Import Bills for Collection
		Domestic Trust Receipt under Advance Payment and Open Account
		Packing Credit
File Upload (Bulk Transaction)		
		Issuance of Letter of Credit.
		Issuance of Outward Funds Transfer.
Host-to-Host – Straight Through Processing (Electronic Data Transmission service in connecting between the Applicant's system and the Bank's system through internet network)		
		Issuance of Letter of Credit.
		Amendment of Letter of Credit.
		Issuance Outward Funds Transfer.
Host-to-Host – Semi Straight Through Processing* (Electronic Data Transmission service in connecting between the Applicant's system and the Bank's system through internet network upon the condition that the Applicant shall approve such transaction order before sending to the Bank for processing the transaction)		
		Issuance of Letter of Credit.
		Issuance Outward Funds Transfer.
*Note: Hos-to-Host - Semi Straight Through Processing service is not supported for the Amendment of Letter of Credit Service If the Applicant requests to use the Amendment of Letter of Credit Service, please access Krungsri Tradelink system as normal process.		

The Applicant under the Krungsri Tradelink system wishes to use other services as follows:

Add service	Cancel service	Type of service requested
		FX Contract Confirmation
		Inquiry of Transaction Report
		Account Statement Inquiry

The Applicant agrees and consents to be bound by and comply with the terms and conditions for the use of Krungsri Tradelink System as follows:

1. The Applicant can use the Service by sending the Application's instruction via Krungsri Tradelink System which is the Bank's service rendered on the Internet network through the Bank's website: <https://www.krungsritradelink.com> or other channels as prescribed by the Bank in accordance with the procedures and methods. By sending the Applicant's instruction, the Applicant must correctly enter User ID and Password including other codes to access the system such as One Time Password (OTP) or security device (Token) to the methods and procedures stipulated by the Bank.

2. The Applicant may duly change Password and other codes to access the system at any time during the service period in accordance with the methods and procedures stipulated by the Bank. The Applicant agrees that such new Password or codes are valid and shall be binding the Applicant in all respects. The Applicant agrees to take all necessary measures to protect the secrecy of the User ID, Password and other codes which are deemed confidential information and not to disclose the same to other persons including the Bank other than the person who is designated by the Applicant (hereinafter referred to as the "User"). The Applicant shall supervise and ensure that such User must strictly comply with this provision for the benefit of the Applicant and be responsible for using the Service through electronic system, including any appointment, change or deletion of the User.

3. The Applicant acknowledges that any action carried out through Krungsri Tradelink System by using Password shall be valid and bound upon the Applicant. In this regard, the Applicant agrees to be liable for any payment of debt as well as any damages incurred from the use of Krungsri Tradelink System by the Applicant under this Application based mainly on the contents which have been processed and appeared in computer system of the Bank. For the said purpose, the Bank is not obliged to verify the correctness of original data or authorization for finding out whether Krungsri Tradelink System has been used by the Applicant or the User or not. The Applicant agrees to be responsible for any transaction which the Bank has processed according to the Applicant's instruction received by the Bank under the User ID and Password of the Applicant in all respects.

The Applicant acknowledges that the Bank has the right to suspend the use of Service via Krungsri Tradelink System if there is use of wrong passwords exceeding the times determined by the Bank until the Applicant changes the Password in accordance with the procedures and method determined by the Bank. If the Applicant suspects that the Password has been used for logging in into the system by any unauthorized person, the Applicant must notify the Bank immediately in order to change the Password. The Applicant agrees that each new Password shall be the Password for the use of service which will be binding upon the Applicant in all aspects.

4. If the Applicant uses additional security device (Token), the Applicant agrees that the Bank is and shall remain the exclusive owner of the additional security device (Token) and the Applicant shall keep such device including but not limited to any relevant Password in a safe place where no one can access to. Upon the termination of the Service, the Applicant shall return such additional security device (Token) to the Bank immediately.

5. The Applicant acknowledges that if the Bank's computer system, computer, equipment, telecommunication system, network and/or internet system program is/are out of order, down or being repaired or maintained or there is any other force majeure that is beyond the Bank's control which causes the Bank to be unable to render the service to the Applicant, the Applicant agrees that he/ she will not raise the said cause against the Bank to take responsibility to the Applicant except for the cause attributable to the Bank's gross negligence.

6. The Applicant accepts that any records, evidences or documents prepared by the Bank as a result of the use of service by the Applicant are correct and can be lawfully used as evidence against the Applicant and other persons using the service with the Applicant for the purpose of proving sources of debts, deductions, transfers of money and/or any other services regardless of whether the said information is stored and/or collected in electronic

form or any other form. In this regard, the Applicant shall have the right to receive the evidence of the transactions under this Application subject to the procedures and methods determined by the Bank.

7. The Applicant agrees and consents to pay fees and expenses related to the use of Krungsri Tradelink System as well as expenses incurred from the transactions performed subject to the scope of each service specified in the document attached to the Application to the Bank at a rate announced by the Bank. For the said purpose, the Applicant consents the Bank to deduct the fees and expenses from the Applicant's account opened and maintained with the Bank without a prior notice to the Applicant however, the Bank shall notify the Applicant within a reasonable time. Furthermore, the Applicant shall be entitled to make payment to the Bank by any other means as agreed by the Applicant and the Bank.

8. The Applicant acknowledges that the Bank reserves the right to cancel the service of Krungsri Tradelink System at any time by giving a notice to the Applicant.

9. The Applicant agrees to be bound by and comply with the terms and conditions for the use of Krungsri Tradelink specified herein and the attachment which provides the terms and conditions for each type of service for which the Applicant agrees to use as well as manuals or all documents related to the use of Krungsri Tradelink System which are currently available and/ or will be specified by the Bank in the future. The said documents shall be deemed to form an integral part of this Application.

10. The Applicant agrees that the Bank may at any time modify or amend the terms and conditions of Krungsri Tradelink System or amend, add or remove any services hereunder or cancel the Services by providing the Applicant 15 (fifteen) days' advance notice through the Bank's appropriate communication channels (e.g. a notice posted on the Bank's website or in the Bank's places of business or via other channels). To the extent necessary for preventing fraud or rectifying any default on payments or breach of any agreements or terms and conditions with the Bank, the Bank may later provide the Applicant with notice of such changes or such course of action within a reasonable period of time. The Applicant acknowledges that, in case such modification or change would result in the Applicant paying more expenses or bearing additional responsibilities, the Applicant has the right to terminate the Service.

11. This Application shall be effective from the date of signing hereof by the Applicant until the Applicant notifies the Bank of the cancellation of the service in accordance with the procedures and methods determined by the Bank and the Applicant has already received the copy of this Application from the Bank.

12. The Applicant acknowledges that the Bank shall perform the transaction according to the information received from the Applicant as per this Application only on the banking day, provided, however, that the Bank must receive the required and completed information within the Cut-Off Time specified and informed by the Bank from time to time. For information received by the Bank after Cut-Off Time, the Bank will process the transaction in accordance with that information on the next business day.

13. The Applicant acknowledges that in the case the Applicant wishes to cancel or change the rights to use the Krungsri Tradelink System, the Applicant must notify the Bank in writing and thereafter the Bank will proceed in accordance with the procedures and methods specified by the Bank.

14. To the extent of utilization of service hereunder, the Applicant acknowledges that in the case where the Applicant makes any transaction by using Password other than any codes such as security device (Token) or One Time Password (OTP) for the relevant services specified herein with the Bank, and when the transaction is approved via computer system by the Bank, the Applicant shall print out the Application and/or Agreement, (as the case may be) in the form prescribed by the Bank together with affix the signature of authorized person and deliver such to the Bank within 7 days from the transaction date; or in the case where the Applicant makes any transaction by using Password including but not limited to other codes such as security device (Token) or One Time Password (OTP) for the relevant services specified herein with the Bank, and when the transaction is approved via computer system by the Bank, the Applicant is not required to print out the Application and/or Agreement, (as the case may be) and not required to deliver Application and/or Agreement to the Bank.

If the Applicant has attached supporting documents in the Krungsri Tradelink system, the Applicant hereby makes the representations and warranties to the Bank that all documents and information attached to the Krungsri Tradelink system are true and correct in all respects and the Applicant is not required to deliver such supporting documents to the Bank.

15. The Applicant acknowledges that in the case that the Applicant wishes to apply the electronic data transmission service by connecting the Applicant's system and the Bank's system via the Host-to-Host service through the Internet network whether connecting as Straight Through Processing format or Semi Straight Through Processing format. The Applicant agrees to be bound by and comply with the terms and conditions set forth for the use of Krungsri Host to Host Service which shall be deemed an integral part of this Application.

16. Notwithstanding anything in this Application to the contrary, upon being requested by the Bank at its sole discretion, the Applicant shall furnish an original of the Application for Opening or Amendment of the Letter of Credit to the Bank and/or an original of the foreign currency transfer request and/or FX Confirmation to the Bank within seven (7) days from the date of receiving a notice from the Bank.

17. Where the Applicant has provided to the Bank personal data of any other person:

- (a) the Applicant undertakes to verify the accuracy and completeness of such person's personal data provided by the Applicant to the Bank, and to notify the Bank of any change to the personal data provided;
- (b) the Applicant warrants that the Applicant 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 warrants that the Applicant has informed such person of the Bank's privacy notice; and
- (d) the Applicant 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 Application.

Attachment Request for LC/ DLC Issuance/Amendment, Acceptance of Import Bills under LC and/or Payment Instruction

Terms and Conditions:

1. The Applicant agrees to pay to the Bank of deposit as well as fees and expenses related to the Request for Opening or Amending the Letter of Credit at a rate specified in the announcement of the Bank and agrees to reimburse to the Bank the amount paid by the Bank due to the letter of credit opened or amended by the Bank according to the request of the Applicant.
2. The Applicant agrees to certify the payment upon the submission of the bill of exchange to the Applicant and to make the payment when the bill of exchange becomes due in accordance with the conditions of the letter of credit. In this regard, the Applicant agrees to make the payment according to the exchange rate agreed with the Bank. If the exchange rate has not been agreed with the Bank, the Applicant agrees to make the payment according to the applicable exchange rate announced by the Bank at that time.
3. The Applicant agrees to make the payment according to the bill of exchange when the payment is due regardless of any inconsistency, incorrectness or discrepancy contained in the bill of exchange and/or presented document for which the Bank shall not be responsible.
4. The Applicant agrees that in the case where the price for delivery of goods is under CFR or FOB or any other delivery term which specifies that the transportation insurance shall be procured by the Applicant, the Applicant shall procure the transportation insurance with the sum insured of not less than 110% of the goods value specified in the sale invoice and nominate the Bank as the beneficiary under the said transportation insurance policy.
5. The Applicant agrees that all documents showing title of goods and goods under the letter of credit opened or amended by the Bank according to the request of the Applicant shall be in the possession of the Bank as security of the payment under the letter of credit opened or amended by the Bank according to the request of the Applicant until the Applicant has made the payment according to the bill of exchange and/or any document issued under the letter of credit upon the due date as well as any usual interest, fee or expense charged under the letter of credit. If the Applicant is in default in payment of debt or in breach of any condition of the letter of credit, the Bank shall have the right to sell the said goods by auction or sell the said goods by any other means without notice to the Applicant and apply the net amount obtained from the sale of goods to pay the debt under the Applicant's letter of credit opened with the Bank. If the net amount from the sale of goods is not sufficient for the full payment of debt under the Applicant's letter of credit opened with the Bank, the Applicant agrees to make the payment of the remaining amount of debt to the Bank in full.

Upon the Bank having delivered the documents showing title of goods to the Applicant in order to release the goods under the letter of credit, whereby the Applicant has not yet paid to the Bank, the Applicant certifies that the ownership of such goods shall be solely belong to the Bank and where the Bank has granted its consent to the Applicant to possess the documents showing title of goods is merely an act in the interest of the Applicant with regards to the repayment under letter of credit opened or amended by the Bank according to the request of the Applicant.

6. The Applicant shall be responsible for the rental of warehouse/storage for goods, storage fees, cost of clearance, import duty or any costs and expenses incurred, and shall retain the same in the interest of the Bank without demanding any remuneration from the Bank. In this regard, the Applicant agrees to be solely responsible for any damage, defect, loss, or depreciation of such goods, including the damage to other persons for whatever reason, in all respects. In addition, the Applicant agrees that the Bank or its authorized person may inspect the goods at any time in order to supervise, inspect and/or take possession of the goods. In this regard, the Applicant agrees and undertakes that the Applicant shall not incur any encumbrance on the documents showing title of the goods (whether or not such documents is issued in the Bank's name) and the goods thereunder during the period of time in which the debts under the letter of credit has not been paid to the Bank in full. The Applicant agrees to immediately notify the Bank upon successful sale of such goods or the goods being seized or attached, or any other event that affects such goods.
7. The Applicant agrees to take out casualty insurance and/or all risks insurance against the goods from a credible insurance company that is not subject to any persecution according to the regulations of the relevant regulatory agency under the law. The insurance policy shall be covered insured amount specified by the Bank, which shall not be less than the amount under the letter of credit, and subject to the conditions stipulated by

the Bank, whereby the Bank shall be named as the beneficiary. In this regard, the Applicant agrees to be responsible for the total amount of the insurance premium and throughout the period of time in which the debts under the letter of credit has not been paid to the Bank in full. The Applicant agrees not to change the beneficiary from the Bank to any other individual and/or juristic person under any circumstances throughout the duration during which the Applicant has not repaid the debts under Letter of Credit to the Bank in full.

8. The Applicant represents to the Bank that the goods for which the Applicant has applied to open the letter of credit for the purpose of importing are not prohibited by law and/ or subject to import restriction and the Applicant agrees and consents to submit an evidence of permission to import the said goods to the Bank upon requested by the Bank.

9. The Applicant acknowledges and warrants to the Bank that if the documents submitted for the purpose of drawing the money are complete and correct in accordance with the conditions of the letter of credit, the Bank shall have no liability regardless of the fact that the delivered goods are lost, damaged, less valuable, defective or their number/type is not complete and correct.

10. The Applicant accepts the risk arising from documents presented under the letter of credit and the Applicant agrees that the Bank shall assume no responsibility for (i) any delay, fault or incompleteness or loss occurring during the process of transferring the order via SWIFT or any other communication means as well as the incorrect interpretation of the order transferred to the receiving party and (ii) any non-receipt by beneficiaries of funds or sums payable against the documents presented under the letter of credit as a result of any laws, control, sanction or restriction exercised or imposed by any governmental authority for which you have no control of.

11. The Applicant shall take all risks which will arise from the request for opening or amending all letters of credit made under this Request, and the Applicant shall make the payment under all bill of exchange presented for the purpose of drawing the money even though the said goods are being transported, refused to be imported due to force majeure, riot, protest, strike, mob, war or any other causes which are beyond the Bank's control.

12. The Applicant agrees that in the case where any condition or statement contained in the letter of credit is extended, renewed or amended, the Applicant consents to be bound completely. However, the said change shall not be effective if the beneficiary or the confirming bank refuses to accept the said extension or renewal of or amendment to the condition or statement contained in the letter of credit.

13. The Applicant agrees and acknowledges that all persons signing in the original of the Request for Opening or Amending the Letter of Credit shall be bound as joint debtors who shall be liable for making the payment under the bill of exchange drawn under the letter of credit which the Applicant has requested the Bank to open or amend.

14. If the Applicant is in default in payment of debt under the bill of exchange and/or any documents or is in breach of any provisions or conditions under this Application, it shall be deemed that the Applicant is in default hereunder. In this regard, the Applicant agrees and acknowledges that the Bank is entitled to convert the outstanding amount of debt under the letter of credit fixed in foreign currency into Thai Baht according to the exchange rate determined by the Bank. In addition, the Applicant agrees and acknowledges that the Bank is entitled to charge the delay payment 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 Applicant is in default hereunder until the date on which the Bank shall have been paid in full, in accordance with the rules and procedures of the Bank of Thailand which may be amended from time to time as well as any damages and expenses incurred due to the default including the expenses for warning, claim, demand, legal action and enforcement of debt are made in full.

15. In the case where any one of the following events occurs, the Applicant agrees to be deemed as being in default immediately without any notice, request, demand, or notification to the Applicant in writing from the Bank:

- (1) The Applicant fails to pay any amount or all amount of debt under this Applicant or the relevant letter of credit upon any due date;
- (2) The Applicant fails to comply with or violates the conditions set out in this Application, the letter of credit and/or any other agreement made with the Bank.

- (3) It is found that any evidence, letter, certification, affirmation, or any document submitted by the Applicant to the Bank contains false information or is a forgery, or is invalid, whether in whole or in part.
- (4) It is found that the document showing title of goods which it contains false information or is a forgery, or invalid.
- (5) The Applicant is prosecuted or any other event where the Bank may deem to be harmful to the performance or the financial position of the Applicant or potentially affecting the ability of the Applicant to repay debt.
- (6) The Applicant becomes insolvent or is subject to receivership, of which property is seized or detained, or subject to any other event that may cause the Applicant to become bankrupt or become the same of his/her own accord; or to compound a debt; or
- (7) The Applicant defaults on any other debt owed to the Bank.
- (8) The goods are damaged, broken, lost, depreciated, whether in whole or in part, and for whatever reasons, including by force majeure.

16. In the case where the Applicant is in default by any conditions set out in Clause 15., the Applicant agrees to the following:

- (1) The Applicant agrees and consents that the Bank may have the right to suspend and/or change and/or cancel the letter of credit facility, whether wholly or partly, at any time as the Bank deems appropriate, by giving notice to the Applicant. In this regard, the Applicant agrees and accepts that the Bank shall not be responsible for any damage arising from action undertaken under this clause.
- (2) The Bank has the right to retrieve the goods into its possession and/or seize or attach the proceeds from the sale of the goods in full without notifying the Applicant in advance. In this regard, the Bank may carry out the same immediately, even prior to the due date for payment of goods as set out in the bill of exchange or any documents in relation to the letter of credit.
- (3) The Applicant agrees that the Bank may consider the Applicant as being in default on all outstanding debt under all letter of credits, whereby all debts shall become immediately due and payable.
- (4) The Applicant agrees to pay all outstanding indebtedness owed to the Bank under all letter of credits together with interest at the rate of Claimed Contingent Liability to the Bank in accordance with the terms and conditions stipulated in Clause 14. above.
- (5) In the event where the Applicant has outstanding debt under the relevant letter of credit in a foreign currency, the Applicant consents the Bank to convert the amount of debt into Thai Baht at any time as the Bank deems appropriate until the debt is paid in full. The exchange rate shall be as determined by the Bank in the selling of such foreign currency which shall be the highest rate as at the date of conversion.
- (6) The Applicant agrees to be responsible for all damages and expenses resulting from the default of the Applicant, including expenses of notifying, requesting, demanding, prosecuting, and enforcing of repayment in full. In addition, the Applicant gives consent to the Bank to deduct the amount from any account that the Applicant maintains with the Bank or deduct the amount that the Bank shall pay for the Applicant immediately in order to repay all outstanding debt of the Applicant.

17. The Applicant agrees that the Bank may exercise its discretion to deduct the amount from all types of deposit accounts that the Applicant has opened with the Bank or any other amount of the Applicant maintains with the Bank, or that the Applicant is entitled to refund from the Bank, including the amount that the Applicant owns or that the Bank owes to the Applicant, in order to repay the principal, interests, fees, expenses, damages, or any other debt payable by the Applicant to the Bank immediately without any notice to the Applicant. In addition, in the event that the amount in such account and/or any other amount aforesaid is short or insufficient to settle the debts in full, the Applicant agrees that the Bank may exercise its discretion to debit the amount for which the Applicant shall be responsible as the outstanding debt of the Applicant under the current account that the Applicant has maintained with the Bank in order for the Applicant to further overdraw amounts

Fee

The Applicant agrees to pay the fee for opening or amending the letter of credit to the Bank at a rate announced by the Bank.

Attachment Request for Acceptance of Import Bills for Collection and/or Payment Instruction and/or Trust Receipt under Import Bills for Collection

Terms and Conditions:

1. The Applicant agrees and acknowledges that the Applicant is obliged to examine the term of payment under the bill and the documents for billing for imported goods in accordance with conditions of the seller's collection instruction ("**Collection Instruction**") via Krungsri Tradelink System.
2. The Applicant agrees to be bound by and complies with the seller's collection instruction (Collection Instruction) appears in Krungsri Tradelink System after sending the acceptance instruction for such Collections Instruction via Krungsri Tradelink System.
3. In the case that the transaction must has Bills of Exchange and/or Promissory Note, the Bank will process transaction in accordance with the seller's collection instruction and/or the Applicant's instruction through Krungsri Tradelink after the Applicant has signed and delivered said Bills of Exchange and/or Promissory Note to the Bank.

Fee

The Applicant agrees to pay the fee for Acceptance of Import Bills for Collection and/or Payment Instruction to the Bank at a rate announced by the Bank.

Attachment Request for Outward Funds Transfer

Terms and Conditions:

1. The Applicant can submit a request to the Bank to transfer foreign currency in the maximum amount specified by the Bank.
2. The submission of request shall be subject to the conditions regarding working hours or opening-closing time of foreign currency transfer service of the Bank and the receiving bank. If the Bank receives the foreign currency transfer request after the closing time of the transfer service, the Bank shall transfer the money on the following business day.
3. The Applicant shall inform the Bank without delay if there is any uncommon occurrence in the transfer of foreign currency or any problem arising in any case.
4. The Applicant confirms and warrants to the Bank that the Applicant has the supporting documents for the foreign currency transfer request which are complete and correct in accordance with the requirements of the Bank of Thailand and agrees to submit the said documents to the Bank together with an original of the foreign currency transfer request if requested by the Bank.
5. In the case that the beneficiary is responsible for paying the fee for transferring money charged outside Thailand, the Applicant agrees to be responsible for all fees and/or expenses charged in the country as specified by the Bank.
6. In the case that the Applicant is responsible for paying the fee for transferring money charged outside Thailand and the amount of money collected by the Bank is not sufficient for paying the fee to foreign bank, the Applicant agrees to pay additional amount of the said fee to the Bank in an actual amount charged to the Bank.
7. The Applicant consents the Bank to deduct money from the Applicant's deposit account opened and maintained with the Bank or from the amount to be paid by the Bank to the Applicant in order to pay any fees and expenses incurred in connection with the use of foreign currency transfer service immediately without a prior notice to the Applicant.
8. The Applicant agrees and acknowledges that the Bank reserves the right not to provide the service of foreign currency transfer via Krungsri Tradelink if the Bank's service is against the rules, regulations, orders, provisions of laws or the Bank's procedures, or in the case that the Applicant's credit line granted by the Bank does not exist or has been suspended or the fund transfer will render the credit line in excess of the same as agreed with the Bank or the balance in the Applicant's account is insufficient to carry out the transaction, or in the case that the Applicant fails to comply with the terms and conditions of the Bank or is under legal action, or the Bank has notified the Applicant of transaction disruption prior to or at the time of the transaction and in any circumstances or events beyond the Bank's control.

Fee

The Applicant agrees to pay the fee for the foreign currency transfer at a rate announced by the Bank.

Attachment Request for Trust Receipt

Terms and Conditions:

1. The Applicant wish to apply for a credit facility and to enter into a Trust Receipt Agreement via Krungsri Tradelink with the Bank in order for the Bank to pay for goods/services (the "Payment for Goods") under various transactions e.g. Letter of Credit, Bill of Exchange, Import Bill for Collection, Fund Transfer and/or Advance Payment which the Applicant is obligated to pay the seller and/or service provider. In this regard, the Applicant agrees that the details of loan that the Applicant has transacted through the Krungsri Tradelink system is part of this agreement (hereinafter collectively referred to as the "Trust Receipt")
2. Upon the Bank having delivered the documents showing title of goods to the Applicant in order to release the goods, whereby the Applicant has not paid the Bank, the Applicant certifies that the ownership of such goods shall be solely belong to the Bank and where the Bank has granted its consent to the Applicant to possess the documents showing title of goods is merely an act in the interest of the Applicant with regards to the repayment of the Trust Receipt debt to the Bank.
3. The Applicant shall be responsible for the rental of warehouse/storage for goods, storage fees, cost of clearance, import duty or any costs and expenses incurred, and shall retain the same in the interest of the Bank without demanding any remuneration from the Bank. In this regard, the Applicant agrees to be solely responsible for any damage, defect, loss, or depreciation of such goods, including the damage to other persons for whatever reason, in all respects. In addition, the Applicant agrees that the Bank or its authorized person may inspect the goods at any time in order to supervise, inspect and/or take possession of the goods. In this regard, the Applicant agrees and undertakes that the Applicant shall not incur any encumbrance on the documents showing title of the goods (whether or not such documents is issued in the Bank's name) and the goods under the relevant Trust Receipt during the period of time in which all outstanding loan amount thereunder (the "Requested Loan Amount") has not been paid to the Bank in full. The Applicant agrees to immediately notify the Bank upon successful sale of such goods or detain, or any other event that affects such goods.
4. The Applicant agrees to take out casualty insurance and/or all risks insurance against the goods from a credible insurance company that is not subject to any persecution according to the regulations of the relevant regulatory agency under the law. The insurance policy shall be covered insured amount specified by the Bank, which shall not be less than the Requested Loan Amount, and subject to the conditions stipulated by the Bank, whereby the Bank shall be named as the beneficiary. In this regard, the Applicant agrees to be responsible for the total amount of the insurance premium and throughout the period of time in which the Requested Loan Amount has not been paid to the Bank in full. The Applicant agrees that he/she will not change the beneficiary from the Bank to any other individual and/or juristic person under any circumstances throughout the duration during which the Applicant has not repaid the indebtedness under Trust Receipt to the Bank in full.
5. The Applicant shall prepare documentation or any other evidence that the Bank requests as appropriate, be it on behalf of the Bank itself or on behalf of the prospect debt transferee hereunder, in order that the Bank or such transferee may comply with the requirements in performance review of Applicant, and for the purpose of inspection of assets and liabilities of the Applicant in all aspects and until fully satisfied. In this regard, the Applicant shall immediately deliver such documentation or evidence to the Bank once it has received the request.
6. The Applicant agrees to repay the indebtedness under the relevant Trust Receipt to the Bank in the amount equal or equivalent to the amount stipulated in the relevant Trust Receipt or as specified in the confirmation document on payable amount, including currency, maturity date, and interest rate (hereinafter referred to as "T/R Maturity Date Advice"). In this regard, foreign currencies shall be calculated into Thai Baht currency according to the exchange rate that the Bank shall pay on behalf of the Applicant or according to the exchange rate as mutually agreed, or at the Bank's exchange rate as at Due Date under the relevant Trust Receipt, or at any other exchange rate as the Bank considers appropriate, including interest at the amount calculated at the rate set out in the T/R Maturity Date Advice which shall be informed by the Bank from time to time.
7. The Applicant agrees to consider (1) amount of payable principal, which may be in other foreign currencies that the Applicant has agreed to convert and may not be the currency of the debt from payment for goods as detailed in the trade documents set out in the relevant Trust Receipt; (2) Due Date for payment of Requested Loan Amount which may be the date for which the Applicant applied for an extension as the Bank deems appropriate, and; (3) interest rate under the amount of foreign currencies or Thai Baht as set out in every T/R Maturity Date Advice notified by the

- Bank to the Applicant (via various service channels, including but without limitation to courier, postal mail, communications devices, or the Bank's electronic channels) as a notice regarding the debt under the Trust Receipt and as a verified evidence regarding the outstanding balance of the payable principal, Due Date for payment, and interest rate. In this regard, the Applicant is not required to further sign any additional documents.
8. The Applicant agrees to pay the interest accrued on the Requested Loan Amount as specified in T/R Maturity Date Advice to the Bank on a monthly basis, within the 26th day of every month, starting from the month in which the Bank makes Payment for Goods to the relevant party on behalf of the Applicant. The Bank shall start to calculate the interest from the date on which the Bank makes Payment for Goods to the relevant party on behalf of the Applicant. In the case where it is the interest reference rate as per the Bank announcement, if, in the future, the interest reference rate increases or decreases in accordance with the financial market condition, the Applicant consents the Bank to adjust the interest rate according to the change of such reference rate without the Bank notifying the Applicant. In addition, the Applicant agrees to repay the outstanding principal together with such interest in full to the Bank within the Due Date as set out in the relevant Trust Receipt unless otherwise deemed appropriate by the Bank.
 9. The Applicant agrees to accept the calculation of the interest under the relevant Trust Receipt, with respect to the determination of the number of days in one year for debt in foreign currencies, the Bank may specify one year as equivalence of 360 days or 365 days, dependent on such foreign currency which is subject to the calculation practice of such foreign currency. In the case of debt in Thai Baht, the Bank stipulates that one year is equivalent to 365 days.
 10. The Bank has the right to demand the Applicant to repay the Requested Loan Amount in part or in whole prior to the Due Date at any time as the Bank deems appropriate without regard to whether the Applicant may have sold the goods in part or in whole.
 11. In the case where any one of the following events occurs, the Applicant agrees to be deemed as being in default immediately without any notice, request, demand, or notification to the Applicant in writing from the Bank:
 - 11.1. The Applicant fails to pay any amount or all amount of debt under this Agreement and/or the relevant Trust Receipt and/or the relevant T/R Maturity Date Advice upon Due Date; or the Applicant objects to the information set out in any one of the T/R Maturity Date Advice.
 - 11.2. The Applicant fails to comply with or violates the conditions set out in this Agreement and/or any other agreement made with the Bank.
 - 11.3. It is found that any evidence, letter, certification, affirmation, or any document submitted by the Applicant to the Bank contains false information or is a forgery, or is invalid, whether in whole or in part;
 - 11.4. It is found that the document showing right to ownership of goods which it contains false information or is a forgery, or invalid.
 - 11.5. The Applicant is prosecuted or any other event where the Bank may deem to be harmful to the performance or the financial position of the Applicant or potentially affecting the ability of the Applicant to repay debt.
 - 11.6. The Applicant becomes insolvent or is subject to receivership, of which property is seized or detained, or subject to any other event that may cause the Applicant to become bankrupt or become the same of his/her own accord; or to compound a debt.
 - 11.7. The Applicant defaults on any other debt owed to the Bank; or
 - 11.8. The goods are damaged, broken, lost, depreciated, whether in whole or in part, and for whatever reasons, or by force majeure.
 12. In the case where the Applicant becomes a defaulter under any one of the conditions set out in Clause 11, the Applicant agrees to the following:
 - 12.1. The Applicant agrees and consents that the Bank may have the right to discontinue and/or change and/or cancel the credit limit of trust receipt facility hereunder, wholly or partly, at any time the Bank deems appropriate, by giving notice to the Applicant. In this regard, the Applicant agrees and accepts that the Bank shall not be responsible for any damage arising from action undertaken under this clause.
 - 12.2. The Bank has the right to retrieve the goods into its possession and/or seize or attach the proceeds from the sale of the goods in full without notifying the Applicant in advance. In this regard, the Bank may carry out the same immediately, even prior to the Due Date for repayment of Payment for Goods as set out in all Trust Receipt or as set out in T/R Maturity Date Advice
 - 12.3. The Applicant agrees that the Bank may consider the Applicant as being in default on all outstanding debt under all Trust Receipts, whereby all debts shall become immediately due and payable.
 - 12.4. The Applicant agrees to pay all outstanding indebtedness owed by the Applicant to the Bank under all Trust Receipts with default interest rate to the Bank at the maximum default interest rate chargeable to the defaulting customer pursuant to the Bank's announcement. The default interest rate shall be calculated based on all outstanding indebtedness from the date on which the Applicant is in default under

the Trust Receipt until the Applicant repays all outstanding indebtedness to the Bank in full. The Bank is entitled to charge the default interest rate from the Applicant at the maximum default interest rate chargeable to the defaulting customer pursuant to the Bank's announcement, which as of the date of this Application, (i) the maximum default interest rate for SME shall be at the interest rate as specified in T/R Maturity Date Advice plus 3% per annum which in any case shall not exceed maximum default rate chargeable to the defaulting SME customer pursuant to the Bank's announcement. (In case of conversion of all outstanding indebtedness owed by the Applicant under the Trust Receipt from foreign currency to Thai Baht, the Applicant agrees that the maximum default interest rate for SME shall be at the normal interest rate for Thai Baht currency chargeable to the Applicant as of the date on which the Applicant is in default under the Trust Receipt plus 3% per annum which in any case shall not exceed maximum default rate chargeable to the defaulting SME customer pursuant to the Bank's announcement); and (ii) the maximum default interest rate for corporate shall be at the maximum default interest rate as announced by the Bank in accordance with the rules and procedures of the Bank of Thailand which may be amended from time to time. The Applicant agrees to pay all damages and expenses arising from the default of the Applicant, including expenses of notifying, requesting, demanding, prosecuting, and enforcing of repayment in full.

12.5. In the event where the Applicant has outstanding debt under the relevant Trust Receipt in a foreign currency, the Applicant consents the Bank to convert the amount of debt into Thai Baht at any time as the Bank deems appropriate. The exchange rate shall be as determined by the Bank in the selling of such foreign currency which shall be the highest rate as at the date of conversion until the debt is paid in full.

12.6. The Applicant agrees to be responsible for all damages and expenses incurred out of the default of the Applicant, including expenses of notifying, requesting, demanding, prosecuting, and enforcing of repayment in full. In addition, the Applicant gives consent to the Bank to deduct the amount from any account that the Applicant maintains with the Bank or deduct the amount that the Bank shall pay for the Applicant immediately in order to repay all debt of the Applicant receivable by the Bank in full.

13. The Applicant agrees that the Bank may exercise its discretion to deduct the amount from all types of deposit accounts that the Applicant has opened with the Bank or any other amount of the Applicant maintains with the Bank, or that the Applicant is entitled to refund from the Bank, including the amount that the Applicant owns or that the Bank owes to the Applicant, in order to repay the principal, interests, fees, expenses, damages, or any other debt payable by the Applicant to the Bank immediately without any notice to the Applicant. In addition, in the event that the amount in such account and/or any other amount aforesaid is short or insufficient to settle the debts in full, the Applicant agrees that the Bank may exercise its discretion to debit the amount for which the Applicant shall be responsible as the outstanding debt of the Applicant under the current account that the Loan Applicant has maintained with the Bank in order for the Applicant to further overdraw amounts

14. In the event where it subsequently appears that the document showing right to ownership of goods contains terms and conditions which do not match terms and/or conditions set out in the letter of credit or trade documents, or any other relevant documents, or in the event that the right to ownership document and/or the goods are damaged or lost, be it in part or in whole, for whatever reason, or by force majeure, the Applicant agrees to pay the Payment for Goods to the Bank in the amount and within the period stipulated above in full, without any conditions or objections.

15. The Applicant agrees to be responsible for the stamp duty, fees, insurance premium, and all expenses in various transactions under the relevant Trust Receipt, including damages incurred out of various transactions as set out in the relevant Trust Receipt. In this regard, the Applicant agrees to pay for such stamp duty, fees, expenses, or any amount, in any amount to the government entity, the Bank or its person designated, as the case may be, immediately or within the due date specified by the government entity, the Bank, or its designated person, as notified in writing. In addition, the Applicant accepts that the amount that the Bank or its designated person has informed under such letter be deemed correct and complete whereby the Applicant shall not in any way raise an objection. The Applicant gives consent to the Bank to exercise its discretion for further transaction under Clause 13. and/or consent for the Bank to exercise its discretion to disburse such amount for the Applicant without notifying the Applicant in advance. In this regard, the Applicant agrees to repay the amount that the Bank has paid in advance to the Bank in full, together with default interest rate under Clause 12.4 from the date on which the Applicant becomes in default under this Agreement onwards until the Applicant repays to the Bank in full.

16. The Applicant agrees that the Bank has the right to revise, change, add, remove, or stipulate any new conditions on this Trust Receipt Agreement as necessary without a consent being granted by the Applicant.
17. Delays or failures to exercise any rights of the Bank under this Trust Receipt Agreement or by law shall not constitute the waiver of right by the Bank or consenting to such breach of the agreement.
18. The Applicant agrees to pay BAHTNET fee in the case where the Applicant request domestic trust receipt for goods/ services payment, the charge and maximum transferred amount per transaction are subject to the Bank notification.
19. The Applicant hereby grants consent the Bank to disclose, exchange with, transmit and/or transfer personal information of the Applicant, including information pertaining to sales of goods/services pursuant to trade documents made or entered into between the Applicant and trading partners of the Applicant, e.g. sales contracts, invoices, purchase orders, credit/debit notes, goods receipts, data related to canceled purchase orders, bills of lading, tax invoices, trade history between the Applicant and the trading partners or any other information given by the Applicant to the Bank or the trading partners ("Trade and Transportation Documents for Supporting Loan Application"), to entities within the Bank's financial business group, third-party service providers (outsourcer), its data processors, agents, sub-contractors and/or co-branding business partners, whereby it is necessary for the Bank to disclose such information for the purpose of complying with agreements between the Bank and the Applicant, including for the purpose of carrying out risk assessment of the Applicant; preventing or detecting frauds and investigating fraudulent transactions; improving the Bank's products and services; communicating with the Applicant regarding the services; supporting the Bank's service operations; for the benefit of debts collection process; for the benefit of data processing; for investigating payment transactions or deposit/withdrawal/transfers transactions.

Additionally, the Applicant grants consent the Bank to disclose, exchange with, transmit and/or transfer personal information of the Applicant and the Trade and Transportation Documents for Supporting Loan Application to National ITMX Co., Ltd. (NITMX) which is a service provider of a centralized database system for the financial institutions who are its members, e.g. Smart Financial and Payment Infrastructure or Trade Document Registry (TDR), whereby it is necessary for the Bank to disclose such information for the purpose of carrying out lending risk assessment and supporting granting of credit facility to the Applicant or the trading partners of the Applicant; for the purpose of mitigating risks from double financing and preventing frauds in credit process. The Applicant further agrees and authorizes National ITMX Co., Ltd. (NITMX) to retain and store the aforementioned information in the centralized database system in order for allowing the Bank to be able to access such information and disclosing such information to the Bank and the financial institutions who are its member for the purpose of examining the Trade and Transportation Documents for Supporting Loan Application as to whether those have ever been used for applying for loan or selling as discount receivables to any other financial institutions.

Attachment Request for Packing Credit Facility

Request for Packing Credit Facility Agreement dated _____ and all amendment agreement to the Packing Credit Facility Agreements (if any) (collectively referred to as the "Packing Credit Facility Agreement").

Terms and Conditions

1. The Applicant agrees to apply for a packing credit facility from the Bank, with the facility details as specified in the Packing Credit Facility Agreement and the Applicant agrees to fully comply with all terms and conditions stipulated in the said Packing Credit Facility Agreement.
2. The Applicant agrees to make a drawdown loan under the packing credit facility approved by the Bank pursuant to the Packing Credit Facility Agreement, by submitting each drawdown request via Krungsri Tradelink System in accordance with the procedures and methods prescribed by the Bank. The Applicant further agrees to be bound by all such drawdown requests submitted via Krungsri Tradelink System, each drawdown request shall be deemed as an integral part of the Packing Credit Facility Agreement made with the Bank.
3. The Applicant agrees and acknowledges that all drawdown requests submitted via Krungsri Tradelink System are valid, correct, legally binding, and admissible as evidence in legal proceedings.
4. The Applicant shall not claim the Bank for liability in any loss or to indemnify any damages arising from the Bank's actions performed in accordance with any drawdown request submitted via Krungsri Tradelink System.

Attachment Request for Confirmation of Foreign Exchange Transaction via Krungsri Tradelink System

Terms and Conditions

1. The Applicant can confirm the foreign exchange transaction in accordance with the Foreign Exchange Agreement entered into between the Applicant and the Bank via Krungsri Tradelink System by the Bank.
2. The Applicant shall submit the foreign exchange transaction confirmation containing all information specified by the Bank such as currency and amount of foreign currency exchanged, buying, or selling rate or due date etc.
3. When the Bank receives the foreign exchange transaction confirmation via Krungsri Tradelink System by using User ID and Password of the Applicant, the Applicant agrees that the said foreign exchange transaction confirmation shall be valid and the Applicant agrees to be bound by all statements appeared in Krungsri Tradelink System in all aspects.
4. The Applicant agrees and acknowledges that the Bank reserves the right to suspend the service of foreign exchange transaction confirmation if the Bank's service is against the rules, regulations, orders, provisions of laws or the Bank's procedures, or in the case that the Applicant's credit line granted by the Bank does not exist or has been suspended or the fund transfer will render the credit line in excess of the same as agreed with the Bank or the balance in the Applicant's account is insufficient to carry out the transaction, or in the case that the Applicant fails to comply with the terms and conditions of the Bank or is under legal action, or the Bank has notified the Applicant of transaction disruption prior to or at the time of the transaction and in any circumstances or events beyond the Bank's control.
5. If requested by the Bank, the Applicant shall furnish an original of the foreign exchange transaction confirmation to the Bank within 7 (seven) days from the date of receiving a notice from the Bank.

Reference

- Memorandum of Agreement for Foreign Currency Exchange dated _____

The Applicant is informed of all the terms and conditions as detailed in the attachment to the above contract. And application terms that are effective from _____

Signed _____ Applicant

(_____)

For more details about the Bank's privacy notice, please visit www.krungsri.com/pdpa/privacy-notice-en