

1. Definitions and interpretations

1.1 In this Agreement:

"Additional Document" means any additional document to be executed by the Bank and the Customer for any additional Trade Service, in the form prescribed by the Bank.

"Authorized User" means a person or persons appointed by the Customer to be Authorized User(s) who is/are authorized to access the UOB BIB and other Channels.

"Bank" means United Overseas Bank (Thai) Public Company Limited.

"Banking Day" means a day (other than a Saturday or Sunday or public holiday) on which the Bank is open for general business pursuant to the Bank of Thailand's announcement.

"Channel" means any and all channels agreed by the Customer and the Bank for submission of the Request or any other communications in relation to the Trade Service provided by the Bank.

"Channel Agreement" means any agreement setting out the terms and conditions for using any of the Channels, including but not limited to the service agreement and/or application for UOB Business Internet Banking.

"Client Administrator" means a person or persons appointed by the Customer to be the Client Administrator(s) who is/are entitled to give instructions and/or confirmation through the System in relation to any security function of the System or UOB BIB, or in facilitating the Customer's communication with the Bank.

"Credit Facility Limit" means the limit of the credit facility relating to the Trade Service as specified in the Master Agreement.

"Customer" means the person who accepts and enters into this Trade Service Agreement.

"Customer's Accounts" means those accounts, whether present or future, opened by the Customer with the Bank.

"Customer ID" means identification and security measures provided to the Customer in relation to the System, including user ID, password, One Time Password or OTP, which may be received from the token, SMART Card, and any other devices designated by the Bank.

"Default Interest Rate" means the interest rate of the Trade Service as specified in the relevant Service Supplement, provided that the default interest rate shall not exceed the rate prescribed by law.

"Government Agency" means any government, or any governmental, semi-governmental, or judicial agency or authority.

"Law" means any statute, regulation (including regulation, rule, official instruction, request, or directive of any agency or authority, whether or not having the force of law), resolution, rule, ordinance, order, decree, directive, or formal request, as well as any official interpretation of any of the foregoing by an official of any relevant Government Agency, including any customary practice, now or at any time hereafter in effect.

"Loss" means any and all losses and damages, including direct and consequential damages, injuries, penalties, costs, and expenses actually incurred, and any lost profits, increased costs, lost opportunity, or other general or specific damage.

"Master Agreement" means the Master Agreement executed between the Customer and the Bank and its amendment and/or supplemental agreement.

"Request" means any request, data or transmission from the Customer in relation to the Trade Service in the form acceptable to the Bank via the Channel.

"Party" means either the Customer or the Bank, and **"Parties"** means both the Customer and the Bank.

"Security Agreement" means the security agreement(s) in various types to be entered into by the Customer and/or any person and the Bank, which may be executed together with this Trade Service Agreement or is to be executed in the future, in the forms prescribed by the Bank for the purpose of securing the Customer's obligations owed to the Bank under this Trade Service Agreement.

"Service Supplement" means a service supplemental agreement to which the Parties agree to be bound in relation to the provision of the relevant services by the Bank to the Customer.

"System" means the electronic services system of the Channels, which may be upgraded, modified, or renamed from time to time, and which shall be a platform for the provision of the Trade Service to the Customer, including but not limited to UOB BIB's system.

"Trade Service" means the trade services provided by the Bank to the Customer under the Trade Service Documents.

"Trade Service Agreement" means this Agreement, as may be from time to time amended, supplemented, novated, restated, or replaced, and any other document that amends, supplements, novates, restates, or replaces the Trade Service Agreement.

"Trade Service Documents" means the Trade Service Agreement(s), the Security Agreement, the Channel Agreement(s), the applicable Service Supplement(s), the Additional Documents, including the service charge and fee as specified in Clause 13, attachments, annexures, procedures, and any other forms of agreements, applications or documents created or issued in respect of the Trade Service.

"UOB Business Internet Banking" or "UOB BIB" means the business internet banking system (i.e. UOB BIBPlus and etc.) from time to time made available by the Bank, enabling the Customer to communicate and/or perform transactions with the Bank through any electronic or telecommunications equipment or medium (including the internet, any computer or other electronic or telecommunications equipment, terminal or system or otherwise) under the UOB Business Internet Banking Service Agreement.

1.2 Construction

Unless a contrary indication appears, any reference in this Agreement to,

- (a) the **"Customer"** or the **"Bank"** shall be construed so as to include its respective successors in title, permitted assigns, and permitted transferees, as the case may be;
- (b) The **"Trade Service Documents"** or any other agreement or instrument is a reference to that Trade Service Documents or other agreement or instrument as amended or novated;
- (c) a **"person"** includes any individual person, group of persons, juristic person, partnership, firm, company, corporation, government, state or agency of state, or any association, trust, or partnership (whether or not having separate legal personality), or two or more of the foregoing; and
- (d) a time of day is a reference to Bangkok time.

1.3 Inconsistency

- (a) In the event of inconsistency between any provision of the Trade Service Agreement and the Service Supplement, the Service Supplement shall prevail.
- (b) In the event of any conflict or inconsistency between any of the provisions of the Trade Service Agreement, Service Supplement and any of the provisions of the Channel Agreement: (a) the provisions of the Channel Agreement shall prevail over the Trade Service Agreement and the Service Supplement, to the extent that such conflict or inconsistency relates to the usage and operation of the Channels; and (b) subject to Clause 1.3 (a), the provisions of the Trade Service Agreement and Service Supplement governing all other situations in relation to the usage and operation of the Trade Service shall prevail over the Channel Agreement.

2. Trade Services

2.1 Subject to the Master Agreement, the Customer acknowledges and agrees that:

- (a) the Customer's Request to utilize the credit facility shall be subject to the Credit Facility Limit as specified in the Master Agreement; and
- (b) the Bank may, at the Bank's sole and absolute discretion, refuse the Customer's Request, in whole or in part.

2.2 Subject to the terms and conditions of the Trade Service Documents and the Master Agreement:

- (a) In using the Trade Service, the Customer agrees to be bound by this Trade Service Agreement, which is applicable to Trade Service hereafter used by the Customer with the Bank under the relevant Trade Service Documents.
- (b) The Bank may, but is not obliged to, from time to time agree to provide the Customer with a Trade Service pursuant to the Trade Service Agreement and an applicable Service Supplement.
- (c) Subject to Clause 2.2 (b) above, the Customer agrees and accepts that the Bank shall provide the Trade Service pursuant to the Customer's Requests under the Trade Service Agreement and each Service Supplement, and the Parties agree that the Customer's Requests shall be given through the applicable Channel, or by any other means prescribed by the Bank, and shall be in a legible form.

2.3 Report

- (a) To an extent a report is readily available for the completed Trade Service, the Bank shall, as soon as practicable, provide a report in connection with such completed Trade Service to the Customer through the System or any other Channel as contemplated in the Channel Agreement, or in any other form determined by the Bank.
- (b) The Customer acknowledges and agrees that the Customer shall examine the completion of the Trade Service provided by the Bank under its own responsibility.
- (c) The report shall be provided solely for the purpose of the Customer's information. The Bank shall not be liable for any Loss incurred to the Customer due to incorrectness or inaccuracy of any information in the report. In the case of inconsistency between any information in the report in an electronic form and that in a printed statement, the information in the printed statement shall prevail.

3. System

The Customer may be required to give its Request in connection with the Trade Service to the Bank via the System of the Channel, which can be accessed by electronic means through a secured website as specified by the Bank, or by using the software provided by the Bank, provided that the use of the System shall be in accordance with the provisions of the UOB Business Internet Banking Service Agreement or any Channel Agreement agreed by the Parties. The Customer agrees and accepts that the Customer has the duty to examine the correctness of the information or the System before using the Trade Service, regardless of whether the information is created using the software provided by the Bank. The Customer acknowledges that the provision of software to the Customer is merely for the purpose of facilitating the preparation of information by the Customer. The Bank shall have no duty to fix, repair, or maintain, or any other duty relating to, the software provided by it.

3.1 Software

If the Customer is provided with the software to access the System, the Customer agrees and accepts that the Customer is only granted a limited authorization to use the software in accordance with the purpose under the Trade Service Documents, and does not acquire ownership of any intellectual property in that software. If necessary, the Customer agrees to sign a separate software license agreement as advised by the Bank, which shall be regarded as the Trade Service Documents hereunder.

3.2 Customer ID

- (a) The Customer agrees to be fully responsible for the use and protection of its Customer ID. The Customer shall appoint its Authorized Users to access the Trade Service (via UOB BIB and other Channel(s)) on the terms set out herein, provided that the Customer may appoint the Client Administrator for its own operation and system management, or may request that the Bank assist in such appointment by providing the Bank with a list of its Authorized Users and the Client Administrator, and completing and submitting the relevant documents as required by the Bank. The Customer shall not disclose its Customer ID to any person other than the Client Administrator. The Customer shall also ensure that the Client Administrator holds its Customer ID on its behalf, and be responsible for the access to the Trade Service, including the designation, change, or revocation of any Authorized Users.
- (b) The Customer agrees and accepts that the Bank is unable to verify whether any person other than the Customer or its Authorized User is accessing the Trade Service by using its Customer ID. The Customer shall be fully liable for any transaction(s) executed by the Bank pursuant to the Request sent to the Bank using its Customer ID.
- (c) In case Customer ID of the Customer is lost, stolen, in doubt of being known by other people, used without permission, the Customer acknowledges that the Customer shall notify the Bank in written to temporarily suspend the Trade Service and the Bank will proceed according to the Customer's order as soon as practicable.
- (d) The Customer ID provided shall be valid throughout the term of the Trade Service Documents.
- (e) If the Customer submits to the System an incorrect Customer ID for a specific number of times as specified by the Bank, or the Customer does not logout correctly, the Customer may not be able to access the Trade Service until the system administrator re-authorizes the Customer's access and Customer ID.
- (f) If there is any known or suspected fraud or misuse of any Customer ID, the Bank shall, at its sole and absolute discretion, have the right to revoke or cancel such Customer ID.

3.3 Risks Associated with System failure

The Customer agrees and accepts that using the System for the Trade Service may expose the Customer to risks associated with System's failure. In the event of System's failure, the Customer may not be able to access the System. The Customer agrees to solely bear such risks if any Request transmitted by the Customer is incorrect or erroneous, or is lost during transmission, for any reason whatsoever.

3.4 UOB's logo

The Customer shall not use logo and/or other intellectual property of the Bank for any other purpose which is not permitted under the Trade Service Documents.

4. Representations and Warranties

The Customer represents and warrants that on the date the Customer agrees to be bound by the Trade Service Agreement, and at all times throughout the term of the Trade Service Documents:

- (a) the Customer's obligations under the Trade Service Documents are lawful, binding, and valid, and are not, and will not be, contradictory to, or in conflict with, its constitutional documents;
- (b) the Customer has obtained, and will maintain in full force and effect, all consents, licenses, and approvals or authorizations required by or under the relevant Law and/or regulations in connection with the transactions contemplated by the Trade Service Documents; and
- (c) the performance by the Customer of its obligations under the Trade Service Documents will not violate any applicable Law and/or regulations, or any agreement it has executed or will hereafter execute.

5. Customer's Undertakings

- 5.1 The Customer unconditionally and irrevocably authorizes the Bank to use details and information of the Customer and other relevant parties provided by the Customer for the purposes of the Trade Service, and shall procure all relevant consents for the Bank for these purposes. The Customer hereby agrees and accepts that the Bank may rely on the information of the Customer and other relevant parties provided by the Customer for the purposes of the Trade Service, and is not obliged to examine this information.
- 5.2 The Customer shall provide the Bank with any information or document that the Bank may require and shall take any all necessary actions in order for the Bank to smoothly provide the Trade Service.

6. Confidentiality

- 6.1 Each Party agrees to manage and keep the information provided by the other Party and/or any other third party in connection with the Trade Service or Trade Service Documents (the "**Confidential Information**") confidential, unless such Confidential Information is or becomes publicly available without any breach of confidentiality obligation, is required by any court, tribunal, regulatory, supervisory, governmental, or quasi-governmental authority with jurisdiction over the relevant Party, or is required by any applicable Law, to be disclosed.
- 6.2 To the extent permitted by law, the Customer agrees and consents that the Bank, the Bank's employees or representatives shall be entitled to maintain, collect, use, give, receive, send, disclose and access personal information, information of credit/service, history, status, electronic information and any other information relating to the Customer as the Bank deems appropriate, to the Bank's parent company, associated companies, subsidiary companies, group companies, affiliated companies and branch offices of any of those entities (either located domestically and/or internationally), including directors, employees, contractors, outsourced service providers, representatives, agents, business facilitators, subcontractors, business partners that jointly develop co-branded products to support the Bank's services, or for the benefit of debt collection, auditors, appraisers and professional advisors of any of those entities, security providers, guarantors, mortgagors, pledgers (if any of those persons is a third party), assignee, governmental authorities and regulatory bodies having authority over the Bank, or any person who has a legal relationship with the Bank or the Customer for the purpose of the Bank's services, analysis or consideration for granting a credit facility, debt restructuring, renewal or review of any available credit facility, processing of credit information at all times, digital verification of Customers' identity or for any other purposes as required by law, including for business operation, all types of business management of the Bank, billing, demands, marketing plans, assignment of rights and obligations, including any provision of services in order for the Bank to equitably and continually provide services to the Customer.

The Customer consents to the Bank, the Bank's employees or representatives maintaining, collecting, using, giving, receiving, sending, disclosing and accessing personal information, information of credit/ service, history, status, electronic information, including other information relating to the Customer for the purpose of offering goods and services of the Bank.

The Customer hereby gives this consent so as to enable the Bank to lawfully carry out the foregoing activities.

7. Amendment to the Trade Service Documents

To the extent permitted by law, the amendment or exception to or under the Trade Service Documents shall not be made without the Bank's prior written consent.

However, in the event that there is an amendment to the terms and conditions of the Trade Service as specified in the Trade Service Documents that impacts on the Customers' use of Trade Services such as fee adjustments for the use of financial products or services corresponding to the increased costs, changing service channels, changing conditions or benefits of a financial product or service, changing due date for debt settlement, , the Bank shall communicate to or notify the Customer of the material information of such amendment not less than 30 prior to the effective date of such amendment, unless there may be significant damage to the Bank, such as where the Customer defaults on the debt or fails to comply with the terms and conditions of using the financial services, the Bank shall be entitled to only notify such actions to the Customer after such amendment within a reasonable period of time, except where the parties have agreed otherwise.

In this regard, communicating or giving material information of the change under the preceding paragraph does not include cases where the Bank is required to take action under the law or order of the court or government agency.

In the event that such amendment affects the service available to the Customer, materially causing disadvantageous or increase burdens to the Customer such as changing method of notification, the delivery of information and documents from the original format to the electronic data format, the Customer, has the right to give consent or deny such changes. In the event that the Customer wishes to change such conditions, the Customer shall give consent for the change within the period and formats as specified by the Bank.

8. Term and Termination of the Trade Service Documents

- 8.1 The term of the Trade Service Documents shall be indefinite, provided that the Bank or the Customer may terminate any Trade Service contemplated thereby at any time, and that termination shall be deemed effective 30 days after the date on which a Party receives notice of termination of that Trade Service from the other Party. Subject to Clause 8.2, in that case, a transaction executed before the termination of the Trade Service, if any, shall not be affected by that termination, and the relevant Party shall continue to comply with the provisions of the Trade Service Documents in relation to that transaction of the Trade Service until the effectiveness of the termination.
- 8.2 The termination of the Trade Service Documents shall affect neither Party's rights or liabilities theretofore arising, nor the coming into or continued force and effect of any provisions of the Trade Service Documents which, expressly or by implication, are intended to become, or to continue to be, in force and effect notwithstanding the termination thereof, or are intended to survive the termination thereof.
- 8.3 After the termination of any Trade Service Documents, the Bank is not obliged to provide any relevant Trade Service under the relevant Service Supplement(s).
- 8.4 Upon the termination of any Trade Service Documents, the Customer shall, within 7 days thereafter, return to the Bank all property, software, documents, and information relating to the relevant Trade Service Documents or Service, erase all copies of the software from the Customer's computer systems, storage devices, and floppy disks, and destroy all hard copies relating to the relevant Trade Service Documents and Trade Service.

9. Liability

Except due to gross negligence or willful misconduct on the part of the Bank, the Customer agrees and accepts that the Bank shall not be liable for any Loss that the Customer or any relevant party may suffer in any way, directly or indirectly, arising out of, or in connection with:

- (a) the Bank's making any process in accordance to the Customer's Request and instruction via any Channel, the Bank's refusal on any Request from the Customer, whether in whole or in part, the failure by the Customer to perform its obligations under any of the Trade Service Documents, or the suspension of the Trade Service pursuant to the provisions of any of the Trade Service Documents;
- (b) any natural disaster or human act, or any disorder that affects the normal operation of the Bank, or its agent, other relevant banks, or any relevant person; any strike, accident, war, terrorism, fire, flood, explosion, or plague, or a measure of a Government Agency, change in the Law, *force majeure* event, or circumstance that is not attributable to, or is not within the control of the Bank;
- (c) an error in a computer, telecommunications, electricity, network, or other systems which affects the transmission of any Request from the Customer to the Bank; or
- (d) any error, default, omission, action, or failure to act on the part of the Bank or any other third party used by the Bank in providing the Service.

10. Default

- 10.1 The Customer agrees that the following events shall constitute events of default under the Trade Service Documents or other related agreements made with the Bank:
- (a) The Customer fails to pay any amount due and payable to the Bank on the due date or fails to do so upon request by the Bank, under this Trade Service Documents, or any other agreements and/or documents, which the Customer has executed for the Bank separately from this Trade Service Agreement.
 - (b) The Customer defaults in the performance of or compliance with any duty, requirement, terms and conditions, and/or any representation, undertaking, or statement made or given (or deemed to be made or to be given) by the Customer, is incorrect, as prescribed under this Trade Service Documents, or any other agreements and/or documents, which the Customer has executed for the Bank separately from this Trade Service Agreement, or any security provider, including, without limitation, mortgagor, pledgor, business security provider, defaults under or in relation to the Security Agreement as provided to the Bank.
 - (c) Any and all parts of the Trade Service Documents are cancelled or ineffective, either in whole or in part, or any provision under such agreements are unenforceable or invalid in consequence of a cause arising from the Customer or the Customer claiming that any provision of such agreements is unenforceable or invalid, except in the case where the terms of such agreements have expired by the effect of the mutual agreements between the Customer and the Bank, or by the operation of the law.
 - (d) The Customer defaults in performance of any agreement made with other creditors.
 - (e) The Customer becomes insolvent or bankrupt or is liquidated, or the Customer has filed an application to become bankrupt, to be rehabilitated, to be placed under a receivership order or for its properties to be seized/attached or where any litigation has been commenced against the Customer.

- (f) The Customer calls a general meeting of its creditors to compromise its debts.
- (g) There is any force majeure or any event in connection with the Customer's business which may have a material effect on the Customer's business operation or the Customer's financial status.

10.2 Where any event of default as specified in Clause 10.1 occurs, the Bank shall have a right to:

- (a) Terminate the Credit Facilities Limit, either in whole or in part; and/or
- (b) Declare that all or part of the outstanding debt becomes due and payable immediately and demand the Customer to repay debts, either in whole or in part, immediately or within the period specified by the Bank; and/or
- (c) Enforce all or part of the security provided to the Bank under the Security Agreement in accordance with the law without any prior notice.

11. Indemnity and compensation

The Customer hereby agrees to indemnify the Bank for all Loss, damages, and costs that the Bank may suffer or incur, directly or indirectly, in connection with, or as a result of, including all Loss, damages, and costs arising from, any claim or proceedings related to:

- (a) the provision of the Trade Service by the Bank to the Customer in accordance with the Customer's Request sent to the Bank under the Trade Service Documents;
- (b) any claim by a third party concerning the Trade Service, except for a claim caused by a reason directly and solely attributable to the Bank's gross negligence and wilful misconduct;
- (c) any Loss caused by any error in the information and/or Request(s) provided by the Customer, or in the encoding, decoding, or processing thereof, provided that such Loss is not caused by the gross negligence or willful misconduct of the Bank; or
- (d) any event caused by the Customer's failure to perform its obligations under any Trade Service Documents.

12. The Customer's consent

The Customer hereby consents that the Bank may rely and act upon any and all Request(s) of the Customer and any information for the Customer that the Bank believes to be genuine or properly signed or presented by the Authorized User(s), persons or representatives of the Customer. The Bank may also rely and act upon any Request or information provided to the Bank by the Customer or any third party authorized by the Customer through the Channel and may accept such Request and/or information as true, correct, and duly authorized by the Customer. The Customer agrees that the Bank shall not be responsible for the verification of the genuineness and accuracy of any Request and/or information provided by the Customer.

13. Provision of the Trade Service, service charges, and other fees

- 13.1 Service charges means the service charges payable by the Customer to the Bank for the Trade Service according to the Trade Service Documents. Other fees mean the fees and charges other than the service charges as specified by the Bank in accordance with the announcement posted at its office and on its website (www.uob.co.th).
- 13.3 The Customer shall pay the service charges, including other fees (if any) and expenses for the use of the respective Trade Service according to the announcement of the Bank. This payment shall be a net amount after any kinds of deductions and withholdings, including any taxes imposed on, and payable by the Customer (if any) at the rates applicable when that payment is due according to the relevant Law.
- 13.4 The Customer authorizes the Bank to deduct the debts in respect of expenses or any payments (including service charges and other fees, if any) according to the Trade Service Documents from any accounts of the Customer.
- 13.5 Subject to Clause 7, other fees, excluding the service charges, shall be in accordance with the announcement posted by the Bank at its office and on its website (www.uob.co.th), and shall also be subject to change by the Bank. If that change adversely affects the Customer, the Bank shall post at its office and on its website (www.uob.co.th) at least 30 days before such change is effective. The Customer agrees that it shall be deemed that the Customer acknowledges and consents to be bound by that change without any further notice thereof.
- 13.6 If a correspondent bank or payee bank demands that the Bank pay expenses related to a transfer of funds to any payee according to the Customer's Request(s), other than the service charges announced by the Bank, the Customer agrees and consents to pay these expenses to the Bank immediately upon its demand.

14. Cancellation/Suspension of the Requests

- 14.1 The Customer may not cancel or suspend any of the Request relating to any kind of Trade Service if the Bank has already executed it, and must be responsible for the service charges in respect of the Request that is not cancelled or suspended.

14.2 The Customer must be responsible for any fees or expenses incurred as a result of the cancellation or suspension of the Request relating to any kind of the Trade Service, irrespective of whether the cancellation or suspension is successful.

15. Form of, and Reliance on, the Requests

Any and all Request(s) transmitted to the Bank in respect of, or in connection with, any Trade Service shall be in the form and substance as the Bank may, at its sole and absolute discretion, prescribe. Except as otherwise provided in the relevant Service Supplement, the Bank is under no obligation to cancel or amend any Request.

16. Set-off

In addition to the right of set-off that the Bank may have under Law or otherwise, the Bank shall have the right (but is not obliged), to set off any and all obligations owed by the Bank to the Customer (whether or not arising under the Trade Service Documents, whether or not matured, whether or not contingent, and regardless of the currency, place of payment, or booking office of that obligation) against any and all obligations owed by the Customer to the Bank, without prior notice thereof to the Customer or any other person. If an obligation is in a different currency, the Bank may, for the purpose of set-off, convert the currency of such obligation at the market rate of exchange in its usual course of business at the time of the set-off. The Customer hereby authorizes the Bank to debit any credit balance in the Customer Accounts for the purpose of set-off, without any prior notice to the Customer.

17. Notices

17.1 Unless specified otherwise in the Service Supplement, any communication to be made under or in connection with the Trade Service Documents shall be in accordance with this Clause 17.

17.2 Any communication to be made under or in connection with the Trade Service Documents shall be made in writing in English or Thai language, and, unless otherwise prescribed, may be sent by facsimile, letter, or electronic communications, subject to Clauses 17.3, 17.4, 17.5 and 17.6.

17.3 The address of each Party for any communication or document to be made or delivered under or in connection with the Trade Service Documents shall be as specified in the relevant Channel Agreement. Each Party shall notify the other Party of any change to the first Party's address and other contact information for the purposes of this Section 17 by providing in advance a notice of such change to the other Party via the communication as required under this Section 17. .

17.4 Any communication or document made or delivered by either Party to another Party under or in connection with the Trade Service Documents shall only be effective, if sent by facsimile, when it is received in a legible form, or, if sent by way of letter, when it has been sent to the relevant address, and, if a particular department or officer is specified as part of its address details provided under Clause 17.3, if it is addressed to that department or officer.

17.5 Any communication to be made between the Parties may be made by electronic mail (email) or other electronic means as provided under the Channel Agreement.

17.6 Any communication via System or Channel

(a) Communication with Customer via System or Channel

The Bank may give a notice, certificate, report and other document in connection with the Trade Service to the Customer through the System or any other Channel as contemplated in the Channel Agreement or in any other form determined or acceptable by the Bank. The Customer agrees that the any notice, certificate, report and other document sent by the Bank to the Customer through the System or the Channel shall be deemed to be received by the Customer on the date on which the System or Channel from which it was sent produces a report indicating that the notice, certificate or other document has been sent.

(b) Communication with Bank via System or Channel

Any Request given by the Customer to the Bank through the System or the Channel shall be submitted by the Customer's Authorized User. The Bank shall be deemed that all Requests made through the System or the Channel are done by the Customer's Authorized User.

18. Assignment

The Customer shall not be entitled to assign or transfer any of its rights, benefits, and obligations under any Trade Service Documents without prior written approval from the Bank. However, the Bank shall be entitled to assign its rights and obligations under any Trade Service Documents to another bank or financial institution, or to a trust, fund, or other entity without the prior consent of the Customer required.

19. Sub-contract

The Customer acknowledges and consents that the Bank may sub-contract or hire any other person to perform any part of the Trade Service under the Bank's sole discretion.

20. Partial Invalidity

If any provision of the Trade Service Documents is or becomes invalid or unenforceable, the remaining provisions thereof shall remain in full force and effective; provided, however, that if due to the partial invalidity or unenforceability of the Trade Service Document it becomes impossible or impracticable for the Bank to provide the Trade Service hereunder, the remaining provisions of the Trade Service Documents shall also become null and void.

21. Prior agreements

The Trade Service Documents shall terminate and supersede all other agreements and documents relating to the Trade Service previously made between the Bank and the Customer (if any).

22. Waiver

No failure to exercise, or any delay in exercising by the Bank of any of its right or remedy under the Trade Service Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any of such right or remedy prevent any further or other exercise thereof, or the exercise of any other right or remedy. The rights and remedies provided in the Trade Service Documents are cumulative and not exclusive of any rights or remedies provided by Law.

23. Integral Part of the Master Agreement

This Trade Service Agreement shall form an integral part of the Master Agreement and the terms and condition relating to the credit facility under the Master Agreement shall be applied.

24. Governing law

This Agreement shall be construed in accordance with the laws of Thailand and commercial practices in Thailand. Other matters not provided for in the Trade Service Documents shall be in accordance with the general and customary banking practice of the Bank.

Documentary Credit Supplement

In consideration of the Bank's issuing, at the Customer's Request, the irrevocable Documentary Credit, the Customer agrees to be bound by this terms and conditions under Documentary Credit Supplement (this "**Supplement**"). This Supplement prescribes the general conditions, rights, obligations, representations, and undertakings between the Bank and the Customer in relation to the Request of issuing irrevocable Documentary Credit, and shall be deemed an integral part of the Trade Service Agreement and the Trade Service Documents. Unless otherwise defined, the terms defined in the Trade Service Agreement, as may be from time to time amended, supplemented, novated, restated, or replaced, shall have the same meanings when used herein. If any provisions of the Trade Service Agreement are contradictory to, or in conflict with, this Supplement and the Request for Issuing Documentary Credit, this Supplement and the Request for Issuing Documentary Credit shall prevail.

Unless otherwise expressly stated in this Supplement and the Request for Issuing Documentary Credit, the Documentary Credit is subject to the "**Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600**" or its applicable revision.

1. In this Supplement, the definitions and the interpretation are as follows;

"**Beneficiary**" means a party in whose favour a Documentary Credit pursuant to the information of the Customer's Request.

"**Documentary Credit**" means the documentary credit and/or standby letter of credit relating to international and domestic transactions.

"**Documents**" means the documents which the Customer specified in its Request for Issuing Documentary Credit.

"**Request for Issuing Documentary Credit**" means a Request by the Customer, requesting the Bank to issue the Documentary Credit.

2. The Bank is authorised to debit the Customer's account if the Beneficiary refuses to pay any of the Bank's charges and/or the Bank's correspondence charges incurred under the Documentary Credit. If the terms of shipment do not require insurance to be effected by the shipper, the Customer confirms that insurance covering the above mentioned goods must be effected by the Customer.

3. The Customer authorises the Bank to transfer funds from the Customer's account with the Bank or engage to provide the Bank with the funds as a marginal deposit corresponding to a certain percentage or full amount of the value of the Documentary Credit as required to be placed with the Bank against the Bank's issuance of the Documentary Credit.

4. Payment or acceptance or negotiation against Documents referred to the Customer's Request for Issuing Documentary Credit shall be optional on the Bank's part. Any payment or acceptance or negotiation against the Documents which appear on its face to be in accordance with this Supplement, effected by the Bank, binds the Customer to take up the Documents and to reimburse the Bank. The Customer agrees to provide the Bank with the funds to meet the draft(s) upon presentation to the Customer at sight or at maturity at the Bank's selling rate of exchange at the date of the exercise of the option.

5. In the event of the Customer's failure to accept or to pay any draft under this Documentary Credit, the Customer authorises the Bank without demand upon or notice to the Customer to take possession, sell, dispose of or otherwise deal with all or any goods represented by the Documents against which payment or acceptance or negotiation is effected by the Bank. The Customer agrees to pay the Bank on demand any amount of deficiency on the Bank's dealings with the goods together with all usual commission, charges and expenses incidental thereto together with interest as stated in Clause 6 below.

6. The Customer agrees that the interest under this Supplement shall be at the Default Interest Rate equal to MINIMUM RETAIL RATE (MRR) ("**Interest Rate**") plus 3 (three) percent per annum without any prior notice to the Customer, provided that the Default Interest Rate shall not exceed the rate prescribed by law. The Default Interest Rate shall be calculated from the due date as stated in the Bank's demand to the Customer until the date

of actual repayment to the Bank in full. The Customer agrees and acknowledges that the Bank is entitled to immediately announce a change to the Interest Rate in accordance with the Bank's notifications which is notified at its principal office, branch offices and on the Bank's website, or in notifications of the Bank of Thailand or notifications of any agencies or as prescribed by laws at that time, provided that such Interest Rate shall not exceed the rate prescribed by laws. If the Default Interest Rate is changed, the Customer agrees that the Bank shall be entitled to change the Default Interest Rate immediately from the date on which the changed interest rate is effective without requiring any notice to the Customer or the Customer's consent.

7. The Bank assumes no liability and responsibility for the Documents and the consequences of the matters as contained in Uniform Customs and Practice for Documentary Credits (2007 Revision) the International Chamber of Commerce, Publication No. 600 or its applicable revision.

Letter of Guarantee Supplement

In consideration of the Bank's issuing, at the Customer's Request, the Letter of Guarantee, the Customer agrees to be bound by this terms and conditions under Letter of Guarantee Supplement (this "**Supplement**"). This Supplement prescribes the general conditions, rights, obligations, representations, and undertakings between the Bank and the Customer in relation to the Request of issuing the Letter of Guarantee, and shall be deemed an integral part of the Trade Service Agreement and the Trade Service Documents. Unless otherwise defined, the terms defined in the Trade Service Agreement, as may be from time to time amended, supplemented, novated, restated, or replaced, shall have the same meanings when used herein. If any provisions of the Trade Service Agreement are contradictory to, or in conflict with, this Supplement and Request for Issuing Letter of Guarantee, this Supplement and Request for Issuing Letter of Guarantee shall prevail.

1. In this Supplement, the definitions and the interpretation are as follows;

"**Beneficiary**" means the beneficiary of the Letter of Guarantee which the Customer specified in the Request.

"**Effective Date**" means the first date of the Guarantee Period.

"**Electronics Guarantee**" means the Letter of Guarantee issued by the Bank to the Beneficiary via the electronic services system/channel agreed by the Bank and the Beneficiary.

"**Guaranteed Amount**" means the maximum guarantee amount for which the Customer requests the Bank to guarantee pursuant to the Customer's Request for Issuing Letter of Guarantee.

"**Guaranteed Period**" means the guarantee period for which the Customer requests the Bank to guarantee pursuant to the Customer's Request for Issuing Letter of Guarantee.

"**Guarantor**" means the guarantor who has guaranteed the repayment under this Supplement for the Bank.

"**Letter of Guarantee**" means the letter of guarantee, including but not limited to a bid bond, a guarantee for utilization of credit facility, an advance payment, a performance bond, a retention bond, maintenance bond and a guarantee of employment.

"**Mortgagor**" means the mortgagor who has provided mortgage of security against the repayment under this Supplement for the Bank.

"**Request for Issuing Letter of Guarantee**" means a Request by the Customer, requesting the Bank to issuing the Letter of Guarantee in favor of the Beneficiary in accordance with the Underlying Agreement/Underlying Transaction in the Guaranteed Amount and Guaranteed Period pursuant to the Customer's Request including the Request for amending to the issued Letter of Guarantee, including but not limited to, renewing the Letter of Guarantee, increasing Guarantee Amount, and changing the name of Beneficiary.

"**Underlying Agreement/Underlying Transaction**" means the underlying agreement/underlying transaction for which the Customer requests the Bank to guarantee pursuant to the Customer's Request for Issuing Letter of Guarantee.

2. Retrospective Guarantee

If the Effective Date of the guarantee as specified in the Request for Issuing Letter of Guarantee is prior to the date the Bank issues the Letter of Guarantee, constituting a retrospective guarantee, the Customer agrees to certify that on the date of submitting the Request for Issuing Letter of Guarantee to the Bank, the Customer is not a defaulting party to any agreement and is not in breach of any conditions under the Underlying Agreement/Underlying Transaction against the Beneficiary.

3. Payment of the Letter of Guarantee Fees

The Customer agrees to pay the fees for the issuance or renewal of the Letter of Guarantee to the Bank in advance at the rate prescribed by Bank at any time. Such fee will be collected throughout the term of the Letter of Guarantee from the date the Bank issues/renews the Letter of Guarantee until the Bank is released of all obligations and/or receives the original Letter of Guarantee and/or the Beneficiary issues a written notice or a notice via the electronic services system/channel agreed by the Bank to the Bank in the case of an Electronics Guarantee confirming the termination of the obligations under the guarantee or the release of the guarantee to the Bank. The Customer agrees and consents the Bank to immediately deduct the Customer's account in accordance with the procedures specified in Clause 10. below for the payment of fees and expenses for notification or communication in respect of the guarantee.

4. Notification of the Outstanding Debt under the Letter of Guarantee

The Customer shall provide a notice together with a copy of all evidence for each period in which the Customer repays the debt guaranteed by the Bank so that the Bank is aware of the released obligations and outstanding obligations owed to the Beneficiary.

In the case where the Customer requests the Bank to provide an Electronic Guarantee, it shall be deemed that the Bank has obligations under the Letter of Guarantee in the amount being equivalent to the guaranteed amount as notified by the Beneficiary to the Bank via the electronic services system/channel agreed by the Bank.

5. Payment under the Letter of Guarantee

Where the Beneficiary has provided a written notice to the Bank or a notice via the electronic services system/channel agreed by the Bank and the Beneficiary that the Customer fails to pay any amount, penalties, legal expenses or other damages under the Underlying Agreement/Underlying Transaction, the Customer agrees that the Bank shall immediately pay for any sums demanded for the amount under the Letter of Guarantee without prior notice to the Customer and without having to consider any objections or prohibitions of payment notified to the Bank if the Customer has such objections. Where the Customer objects to the payment due to any reason whatsoever or the Customer raises any defence that it is not in breach of the Underlying Agreement/Underlying Transaction as alleged by the Beneficiary, the Customer shall bring a lawsuit directly against the Beneficiary.

In addition, the Customer shall not deny the liability in reimbursement of payment which has been advanced by the Bank. The Customer agrees that the Customer shall not assign its rights to or authorize any third party to receive any amount under the Underlying Agreement/Underlying Transaction, whether in whole or in part, unless a prior written consent of the Bank is obtained. In the case that the Customer does not comply with the aforementioned terms, it shall be deemed that the Customer has breached this Supplement and caused disadvantageous to the Bank. The Customer shall revoke such action and agrees to pay for any damages arising from such breach to the Bank in full together with interest as specified in Clause 7 without any defences or objections.

6. Waiver of Defenses

To the extent permitted by law, the Customer agrees that the Bank's right of recourse against the Customer shall not be impaired as a result of (a) the Bank's omission in raising the Customer's defenses against the Beneficiary, regardless of whether the Bank is aware of such defenses, or (b) a non-payment instruction has been provided to the Bank.

7. Calculation of Interest and Default Interest

The calculation of interest shall be on a daily basis and 1 (one) year shall be 365 (three hundred and sixty-five) days for the credit facility in Thai Baht currency and 1 (one) year shall be 360 (three hundred and sixty) days for the credit facility in other currencies (including the first day of the interest period and excluding the last day of such interest period), unless the Bank specifies otherwise.

If the Bank has already made repayment to the Beneficiary, the Customer agrees to compensate the Bank in accordance with the sum paid by the Bank together with interest at the Default Interest Rate equal to MINIMUM RETAIL RATE (MRR) ("**Interest Rate**") plus 3 (three) percent per annum without prior notice to the Customer, provided that such Default Interest Rate does not exceed the rate prescribed by law. The Default Interest Rate shall be calculated from the date that the Bank had made payment until the date on which the actual repayment has been made to the Bank by the Customer in full. The Customer agrees and acknowledges that the Bank is entitled to immediately announce a change to the Interest Rate in accordance with the notifications of the Bank which is notified at its principal office, branch offices and on the website of the Bank, or in notifications of the Bank of Thailand or notifications of any agencies or as prescribed by laws at that time, provided that such Interest Rate shall not exceed the rate prescribed by laws. If the Default Interest Rate is changed, the Customer agrees that the Bank shall be entitled to change the Default Interest Rate immediately from the date on which the changed interest rate is effective without notifying to or obtaining consent from the Customer.

8. Payment and Allocation of Repayments

Unless this Supplement specifies otherwise, the repayment of principal and/or interest (including any other amounts hereunder) shall be made to the Bank by the Customer at the Bank's principle office during the business days and working hours of the Bank. If such repayment is due on the date which is not a business day of the Bank, the Customer agrees to make such repayment on the following business day.

The Customer agrees that any payment under this Supplement shall be made without any tax deductions, surcharges, duties or similar kind of payments whether it has been incurred in the present or shall be incurred in the future. The Customer shall not claim any right or set-off. Where the Customer is required to withhold any sums for tax, the Customer shall increase the amount to be paid to the Bank to compensate for the tax so that the Bank receives the full amount of payment as if no tax deduction had been made.

Where the Customer makes any repayment to the Bank in the amount lower than the amount being is due and payable to the Bank, or the allocation of repayments is not agreed otherwise, the Bank may allocate the amount received by the Bank at each occasion towards fees, interest, principal or any other sum due that the Bank is legally entitled to receive, in the proportion, order and manner in accordance with the procedures and normal practice of the Bank.

9. Events of Default and Consequences of Events of Default

If the Customer fails to make payment in any amount owed when due to the Bank or fails to make payment within the specified period of time after the demand is made, the Customer agrees that the Bank shall be entitled to immediately call all payments to become due and payable and to apply the default interest at the Default Interest Rate as prescribed in Clause 7. above, including, to enforce all or part of collateral registered with the Bank in accordance with the procedures as required by laws.

10. Rights to Bank Account Deduction/Set-Off

To the extent permitted by law, if the Customer is in default under/in breach of this Supplement and/or the Bank is entitled to demand the Customer to repay the outstanding sum under this Supplement and Request for Issuing Letter of Guarantee, the Customer agrees that the Bank shall be entitled to apply any credit balance to which the Customer is entitled in any account of the Customer, against all expenses, insurance premium, fees, penalties, interest, principal of any indebtedness immediately without giving prior notice to or obtaining consent from the Customer, regardless of the type of account, the branch of account, the amount of credit balance, the due date of the credit balance and the right to deduct bank account. However, if the Customer has rights over an account jointly with any other person, the Bank shall be entitled to deduct such bank account only for the Customer's

portion and the Bank shall notify such action to the Customer after such deduction within a reasonable period of time.

If the credit balance on the Customer's account with the Bank is in a foreign currency which is different from the currency of the outstanding sum owed by the Customer to the Bank, the Bank may convert the currency in the Customer's account to the currency of the outstanding sum owed by the Customer to the Bank by using the foreign exchange rate prescribed by the Bank at the time the set-off is made.

11. Liability of the Customer

If any right to claim for damages under the insurance, guarantee, security, payment or any rights under this Supplement, whether in whole or in part, becomes invalid, ineffective or unenforceable due to any reason whatsoever, the validity of the rights, obligations and liability of the Customer to the Bank under this Supplement shall not in any way be affected or impaired.

12. Amendment to the Issued Letter of Guarantee

The Customer agrees that the Customer shall procure relevant written consent respectively from the Mortgagor and/or the Guarantor, as the case maybe, as required by the Bank and provide such written consent to the Bank before applying the Request for Issuing Letter of Guarantee for amendment to the issued Letter of Guarantee.

Trust Receipt Supplement

In consideration of the Bank's providing, at the Customer's Request, the Trust Receipt Loan, the Customer agrees to be bound by this terms and conditions under Trust Receipt Supplement (this "**Supplement**"). This Supplement prescribes the general conditions, rights, obligations, representations, and undertakings between the Bank and the Customer in relation to the Request for Trust Receipt Loan, and shall be deemed an integral part of the Trade Service Agreement and the Trade Service Documents. Unless otherwise defined, the terms defined in the Trade Service Agreement, as may be from time to time amended, supplemented, novated, restated, or replaced, shall have the same meanings when used herein. If any provisions of the Trade Service Agreement are contradictory to, or in conflict with, this Supplement and Request for Request of Trust Receipt Loan, this Supplement and Request for Trust Receipt Loan shall prevail.

The Customer requests the Bank for Trust Receipt Loan to pay the Merchandise Payment by submitting the Request for Trust Receipt Loan with the Bank as evidence that (i) the Bank delivered the Documents of Title over the Goods which shall be deemed as a part of this Supplement to the Customer for releasing of Goods or (ii) the Bank provided the loan for payment of Goods, as the case maybe, in accordance with the following terms and conditions:

1. In this Supplement, the definitions and the interpretation are as follows;

"**Documents of Title**" means the documents of title over the Goods as specified in the Request for Trust Receipt Loan and any document associated with the Goods as per details stated in the Request for Trust Receipt Loan.

"**Goods**" means the goods of the Customer's order from the Seller as per details specified in the Request for Trust Receipt Loan.

"**Loan Receipt Date**" means the date of the Bank's proceeds to pay such Merchandise Payment.

"**Maturity Date**" means the maturity date that the Customer shall pay the Trust Receipt Loan to the Bank within the specified period of time as mentioned in the Request for Trust Receipt Loan.

"**Merchandise Payment**" means the payment for such Goods, costs and/or any sum of money associated with the Goods purchase which the Customer agrees to pay by way of a letter of credit issued, or any other types of credit facilities provided, by the Bank.

"**Request for Trust Receipt Loan**" means a Request by the Customer, requesting the Bank to provide Trust Receipt Loan.

"**Seller**" means the seller who the Customer purchases goods.

"Trust Receipt Loan" means the Trust Receipt loan which the Customer requested the Bank (i) to submit the Documents of Title to release the Goods which the Bank previously paid the Merchandise Payment instead of the Customer or (ii) for Trust Receipt financing towards making the Merchandise Payment to the Seller in the amount and by the way or method pursuant to the as the Customer's Request for Trust Receipt Loan.

2. Amount of Trust Receipt Loan and Utilisation

Upon the Bank's receiving the Request for Trust Receipt Loan, the Customer agrees that if the Bank proceeds to pay such Merchandise Payment, it shall be deemed that the Customer received the Trust Receipt Loan from the Bank in the amount pursuant to the Request for Trust Receipt Loan.

3. Ownership of Goods

The Customer certifies and agrees that ownership of the Goods under the Documents of Title belongs to the Bank, regardless of whether such Documents of Title indicating the rights were issued in the name of the Bank or the Customer. The possession of such Documents of Title by the Customer shall be regarded as possession for the benefit to repayment of Trust Receipt Loan to the Bank or in the case that the Customer possesses the Goods, the Customer shall possess as trustee holding the Bank's assets which the Bank has the rights to sell Goods and collect money. The Customer will not create any encumbrances over such Document of Title over the Goods and/or the Goods.

4. Interest and Default Interest

The calculation of interest shall accrue on a daily basis, 1 (one) year shall be 365 (three hundred and sixty-five) days for a credit facility in Thai Baht currency and 1 (one) year shall be 360 (three hundred and sixty) days for a credit facility in other currencies.

The Customer agrees that the interest rate to be charged under this Supplement is a rate specified by the Bank which will be notified, through the System or any other Channel or in any other form determined or acceptable by the Bank, to the Customer in Interest Advice for Trust Receipt from time to time until the Maturity Date, hereinafter referred to as the **"Interest Period"**. Before the beginning of each Interest Period, the Bank will notify the Customer of the interest rate to be applied for the next Interest Period for the purpose of interest payment for that Interest Period. The interest for each Interest Period shall be payable on the last day of each Interest Period. The Customer agrees to pay the principal together with interest on the Maturity Date. The Customer agrees that the interest rate in Interest Advice for Trust Receipt notified by the Bank is the interest rate under this Supplement and without the Customer's signing in any further documents, the information of such Interest Advice for Trust Receipt shall be a conclusive evidence against the Customer.

In the case that the Customer does not make payment of interest for any Interest Period, the Customer agrees that the debt under the Supplement shall be due and payable immediately, regardless of whether or not the Customer sold the Goods under this Supplement, or whether or not the Maturity Date has reached and the Bank shall be entitled to immediately apply the interest at the Default Interest Rate, deriving from the maximum interest rate actually charged at the time with an addition of 3 (three) percent per annum, which will be notified to the Customer in Interest Advice for Trust Receipt, provided that such interest rate shall not exceed the rate prescribed by the law (which may later be changed in the future at the time a default or a breach occurs). In the case that Trust Receipt Loan specifies the amount as a foreign currency, after the Bank converts the foreign currency under the Trust Receipt Loan into Thai Baht in accordance to Clause 6 Paragraph 3, the Bank shall be entitled to charge the Default Interest Rate deriving from the maximum interest rate of (1) Market Rate for Thai Baht Loan or (2) Reference Rate for Thai Baht Loan such as MLR/ MOR/ MRR (as the case may be), with an addition of 3 (three) percent per annum which will be notified to the Customer in Interest Advice for Trust Receipt, provided that such interest rate shall not exceed the rate prescribed by the law (which may later be changed in the future at the time a default or a breach occurs). The Default Interest Rate shall be calculated from the date of failure to pay or default until the date of actual payment to the Bank in full.

The Customer agrees and acknowledges that the Bank is entitled to immediately announce a change to the interest rate in accordance with the notifications of the Bank which is notified at its principal office, branch offices and on the website of the Bank, or in notifications of the Bank of Thailand or notifications of any agencies or as prescribed

by laws at that time, provided that such interest rate shall not exceed the rate prescribed by laws. The Customer agrees that the Bank shall be entitled to change such interest rate immediately from the date on which the changed interest rate is effective without requiring any notice to the Customer or consent from the Customer.

5. Storage and Fire Insurance Policy on Goods

The Customer agrees to store the Goods in a place as shall be notified to the Bank and shall be liable for any damage, destruction, corrosion, loss or depreciation of value or any damage incurred by third parties including warehouse rental, maintenance fees, expenses in lading the Goods and import tax upon the lading of the Goods. After keeping the Goods in the warehouse, the Customer shall forthwith submit the warehouse receipt issued in the name of the Bank and the warrant to the Bank immediately. The Customer also forthwith informs the Bank immediately in case that the Goods are sold, seized or attached.

The Customer agrees to arrange for the fire insurance policy on such Goods in the amount not less than the price of such Goods, by specifying the Bank as the sole beneficiary. The Customer shall, immediately on demand, fully reimburse the Bank for the insurance premiums, fees or expresses prepaid by the Bank in order to obtain the insurance policy as aforesaid together with all relevant service fees as announced by the Bank at its head office, branch offices and website at that time (if any).

6. Payment

The Customer agrees to repay the Trust Receipt Loan to the Bank in full amount and on the Maturity Date as specified in the Request for Trust Receipt Loan regardless of whether or not the Customer sells the Goods and regardless of the type and method of sale, where the Customer will not raise any claims or disputes in order to deny the liability of the Customer, which includes but not limited to claims in relation to the inaccuracy of any document collected through the Bank or delivered to the Customer and/or the inaccuracy of any relevant documents or any terms and conditions specified in the Supplement for the letter of credit, claims in relation to losses or damages incurred in respect of the Goods, whether in whole or in part.

Where the price of the Goods is in a foreign currency and the Trust Receipt Loan is in Thai Baht, the Customer agrees and consents that the Bank may convert the foreign currency into Thai Baht by applying the exchange rate as specified by the Bank at the time.

In the case that the Trust Receipt Loan specify the amount as a foreign currency and the maturity date has lapsed and the Customer fails to pay the Bank for whatsoever reason, the Customer agrees that the Bank shall be entitled to immediately convert the foreign currency under the Trust Receipt Loan into Thai Baht as the Bank deems appropriate by using the exchange rate that the Bank announce to sell such foreign currency to Thai Baht for its general customers or at the rate the Customer agreed with the Bank (as the case may be) without the consent of the Customer, and this Trust Receipt Agreement which the Trust Receipt Loan is in the foreign currency including the relevant document shall be deemed as evidence that the Promisor has agreed to make a repayment to the Bank for an amount equivalent to the amount in Thai Baht that the Bank has converted the foreign currency together with the interest at the Default Interest Rate as set out in Clause 4 above, and such conversion shall not be regarded as a novation. Nevertheless, it is the sole discretion of the Bank whether to convert the foreign currency into Thai Baht or not.

7. Events of Default

If there is the occurrence of any events as specified in the clause of events of default pursuant to the Master Agreement, both parties agree that such event shall be deemed as an event of default.

8. Consequences of Events of Default

Where any event of default as specified in Clause 7 occurs, the Bank shall have a right to:

8.1 Request the Customer to return all of the Goods to the Bank, and the Bank shall be entitled to possess and hold the Goods without giving prior notice to the Customer. The Customer agrees that the Bank may sell such Goods in the way and at the price as the Bank thinks appropriate and may seize the proceeds of such sale, and the Customer will not raise any disputes in any way. Where the net proceeds of sale following a deduction of fees

and other expenses is insufficient for payment of the Trust Receipt Loan, the Customer agrees to pay for the shortfall in full together with interest at the Default Interest Rate in the case of default by a failure to repay the debt as specified in Clause 4; and/or

8.2 Terminate the credit facility commitment whether in whole or in part; and/or

8.3 Charge interest at the Default Interest Rate in the case of failure to pay and default under Clause 4 above; and/or

8.4 Declare that all or part of the outstanding debt becomes due and payable immediately and demand the Customer to repay debts, either in whole or in part, immediately or within the period specified by the Bank; and/or

8.5 Enforce all or part of the security provided to the Bank under the security agreement in accordance with the law.

Packing Credit / Invoice Financing Facility Pursuant to Promissory Note Supplement

In consideration of the Bank's providing, at the Customer's Request, the Packing Credit/Invoice Financing facility which the Customer shall issue the Promissory Note as an evidence of the Customer's indebtedness to the Bank, the Customer agrees to be bound by this terms and conditions under Packing Credit/Invoice Financing Facility Pursuant to Promissory Note Supplement (this "**Supplement**"). This Supplement prescribes the general conditions, rights, obligations, representations, and undertakings between the Bank and the Customer in relation to the Request for Packing Credit/Invoice Financing Facility Pursuant to P/N, and shall be deemed an integral part of the Trade Service Agreement and the Trade Service Documents. Unless otherwise defined, the terms defined in the Trade Service Agreement, as may be from time to time amended, supplemented, novated, restated, or replaced, shall have the same meanings when used herein. If any provisions of the Trade Service Agreement are contradictory to, or in conflict with, this Supplement and Request for Packing Credit/Invoice Financing Facility Pursuant to P/N, this Supplement and Request for Packing Credit/Invoice Financing Facility Pursuant to P/N shall prevail.

The Customer has received financial support from the Bank in the form of a packing credit or invoice financing which is a short-term loan. For the disbursement, the Customer has issued a P/N which its details be specified in the Request for Packing Credit/Invoice Financing Facility Pursuant to P/N and such P/N shall be an evidence of the Customer's indebtedness to the Bank. The Customer presents and/or delivers the Trade Documents as evidence and the Customer confirms that such Trade Documents are accurate and have never been previously used for applying for any credit facility from other financial institutions. The Customer agrees to comply with the following terms and conditions:

1. In this Supplement, the definitions and the interpretation are as follows;

"Promissory Note" or **"P/N"** means the promissory note issued by the Customer to the Bank and containing the lists as required by law, i.e. the designation of it as a promissory note, an unconditional promise to pay a sum certain in money, the maturity date, the place of payment, the name of the Bank as the payee, the date of issuing the promissory note and the signature of the Customer's authorized person(s) together with its company seal (if any).

"Request for Packing Credit/Invoice Financing Facility Pursuant to P/N" means a Request by the Customer, requesting the Bank to provide Packing Credit/Invoice Financing facility.

"Trade Documents" means documents indicating the purchase of goods and/or services by the buyer from the Customer which the Customer shall indicate in the Request for Packing Credit/Invoice Financing Facility Pursuant to P/N.

2. Credit Facility

On the date of transmitting the Request for Packing Credit/Invoice Financing Facility Pursuant to P/N to the Bank, the Customer has completely received the loan from the Bank by issuance of the Promissory Note as mentioned above. Where the amount indicated on the Promissory Note is in a foreign currency, the Customer

agrees to allow the Bank convert the fund in the amount specified in the Promissory Note to the Bank and apply the exchange rate as indicated by a notification of the Bank towards the purchase of that foreign currency to Thai Baht, or where there is a prior agreement between the Customer and the Bank to apply a specific exchange rate (as the case may be) at the date of which the Promissory Note was issued to the Bank and payment made to the Customer and the Customer agrees to deem that the Customer has completely received funds in a foreign currency from the Bank under the Promissory Note. Where the Customer wishes to disburse funds in a foreign currency, the Customer shall provide evidence as required by the Bank of Thailand, present accurate and complete evidence to the Bank and obtain approval from the Bank.

The Customer acknowledges that the Bank may, at any time, suspend this credit facility, in whole or in part without having to indicate the reason and/or without requiring to provide any prior notice to the Customer.

3. Calculation of Interest and Default Interest

The calculation of interest shall be on a daily basis and 1 (one) year shall be 365 (three hundred and sixty-five) days for a Promissory Note in Thai Baht currency and 1 (one) year shall be 360 (three hundred and sixty) days for a Promissory Note in other currencies which shall include the first day of the interest period but shall exclude the last day of the said period, except for the Bank's notification otherwise.

In the case that the Customer fails to repay any debt under the Promissory Note upon request or on the maturity date (as the case may be) and/or the Customer defaults under this Supplement, or there has been an occurrence of any of the events set out in the Master Agreement, regardless of any reason, the Customer agrees to the use of the Request for Packing Credit/Invoice Financing Facility Pursuant to P/N as evidence of the receipt of the aforesaid funds completely obtained by the Customer from the Bank, and the Bank shall have the right of using the Request for Packing Credit/Invoice Financing Facility Pursuant to P/N to demand the indebtedness immediately in the amount stated in the Request for Packing Credit/Invoice Financing Facility Pursuant to P/N together with the accrued interest at the Default Interest Rate, deriving from the maximum interest rate actually charged for the Promissory Note with an addition of 3 (three) percent per annum, provided that such interest rate shall not exceed the rate prescribed by the law (which may later be changed in the future at the time a default or a breach occurs). In case that the Promissory Notes issued by the Customer to the Bank specify the amount as a foreign currency, after the Bank converts the foreign currency under the Promissory Note into Thai Baht in accordance to Clause 5, the Bank shall be entitled to charge the Default Interest rate deriving from the maximum interest rate of (1) Market Rate for Thai Baht Loan or (2) Reference Rate for Thai Baht Loan such as, but not limited to, interest rates of MLR/ MOR/ MRR (as the case may be), with an addition of 3 (three) percent per annum which will be notified to the Customer in Advice, provided that such interest rate shall not exceed the rate prescribed by the law (which may later be changed in the future at the time a default or a breach occurs). The Default Interest Rate shall be calculated from the date of failure to pay or default until the date of actual payment to the Bank in full. The Customer agrees and acknowledges that the Bank is entitled to immediately announce a change to the interest rate in accordance with the notifications of the Bank which is notified at its principal office, branch offices and on the website of the Bank, or in notifications of the Bank of Thailand or notifications of any agencies or as prescribed by laws at that time, provided that such interest rate shall not exceed the rate prescribed by laws. If the interest rate is changed, the Customer agrees that the Bank shall be entitled to change the Default Interest Rate immediately from the date on which the changed interest rate is effective without requiring any notice to the Customer or consent from the Customer.

4. Payment

The Customer agrees to pay the Bank the principal sum under the Promissory Note including interest as specified in the Promissory Note whether in whole and/or in part in accordance with the conditions agreed with the Bank not later than the maturity date of the Promissory Note. If any maturity date of the Promissory Note is a non-Bank's business day, the Customer agrees to change the maturity date to be the Bank's business day prior the maturity date of the Promissory Note.

The Customer shall make such payment without any tax deductions, penalties, tax, duties or other like duties and taxes whether it has been incurred in the present or shall be incurred in the future. The Customer shall not claim any right or set-off. Where the Customer is required to withhold any sums for tax, the Customer shall pay the additional amount to the Bank to compensate for the tax so that the Bank receives the full amount of

payment as if no tax deduction had been made. The Customer shall issue a certificate for tax withheld and/or expenses to the Bank.

The Customer also agrees to pay the fees, fines and penalties arising from a prepayment of the debt or from the case where goods/services have not been exported/delivered/provided as scheduled and/or from the case where export document(s)/invoice(s) cannot be delivered for the purpose of collecting money through the Bank on the maturity date of the Promissory Note and/or where there has been a receipt of incomplete funds as specified on the invoice made through the Bank or any other events according the Bank's announcement issued from time to time.

5. Right to Exchange Currency

In the case that the Promissory Notes issued by the Customer to the Bank specify the amount as a foreign currency and the maturity date has lapsed and the Customer fails to pay the Bank for whatsoever reason, the Customer agrees that the Bank shall be entitled to immediately convert the foreign currency under the Promissory Note into Thai Baht as the Bank deems appropriate by using the exchange rate that the Bank announce to sell such foreign currency to Thai Baht for its general customers or at the rate the Customer agreed with the Bank (as the case may be) without the consent of the Customer, and the original Promissory Note in the foreign currency shall be deemed as evidence that the Customer has agreed to make a repayment to the Bank for an amount equivalent to the amount in Thai Baht that the Bank has converted the foreign currency together with the interest at the Default Interest Rate, and such conversion shall not be regarded as a novation. Nevertheless, it is the sole discretion of the Bank whether to convert the foreign currency into Thai Baht or not.

Shipping Guarantee Supplement

In consideration of the Bank's issuing/endorsing, at the Customer's Request, the Shipping Guarantee and/or the Delivery Order, the Customer agrees to be bound by this terms and conditions under Shipping Guarantee Supplement (this "**Supplement**"). This Supplement prescribes the general conditions, rights, obligations, representations, and undertakings between the Bank and the Customer in relation to the Request for Issuing Shipping Guarantee, and shall be deemed an integral part of the Trade Service Agreement and the Trade Service Documents. Unless otherwise defined, the terms defined in the Trade Service Agreement, as may be from time to time amended, supplemented, novated, restated, or replaced, shall have the same meanings when used herein. If any provisions of the Trade Service Agreement are contradictory to, or in conflict with, this Supplement and the Request for Issuing Shipping Guarantee, this Supplement and the Request for Issuing Shipping Guarantee shall prevail.

Whereas the Commercial Documents of the import goods as per details in the Request for Issuing Shipping Guarantee have not yet arrived, the Customer wishes to obtain the release of the said goods, therefore the Customer submits the Request for Issuing Shipping Guarantee in order to request the Bank to issue the letter of guarantee/letter of indemnity and/or to endorse the Delivery Order. In this regard, the Customer agrees to comply with the following terms and conditions:

1. In this Supplement, the definitions and the interpretation are as follows;

"Commercial Documents" means any documents relating the import transaction as stated in the Request for Issuing Shipping Guarantee which includes, but not limited to, bills of lading, invoice, bill of exchange or draft, certificate of origin, air waybill, parcel post receipt.

"Delivery Order" means the Customer's order or delivery order relating to the air waybill as specified in the Request for Issuing Shipping Guarantee.

"Request for Issuing Shipping Guarantee" means a Request by the Customer, requesting the Bank to issue the letter of guarantee/letter of indemnity and/or to endorse the Delivery Order.

2. The Customer hereby undertakes and agrees to the following:

- 1) to hold the Bank harmless from all consequences and/or liabilities of any kind, whether directly or indirectly, that may arise therefrom;
- 2) to pay/reimburse the Bank for all money paid by the Bank in respect of any claims against the Bank arising therefrom, notwithstanding that the amount of such claims may exceed the estimated value mentioned above upon your demand together with customary charges and interest as stated in Clause 3 below;
- 3) to hold the Bank free from responsibility in the event of any damage to, loss of, deficiency in or defect in goods shipped;
- 4) to accept any and all discrepancies which may subsequently appear on the relative document (s) and to authorize the Bank either to effect payment or to release the reserve /guarantee /indemnity held by the paying /accepting /negotiating bank, as the case may be, upon the receipt of such document (s) without prior notice to the Customer;
- 5) to accept without delay, the usance draft (s) relating to this shipment upon receipt of such draft (s) from the Bank and to expressly waive any and all defenses that may be interposed;
- 6) to return the above mentioned Letter of Guarantee/Letter of Indemnity within 30 (thirty) days from the date of countersignature by the Bank; and

3. The Customer agrees that the interest under this Supplement shall be at the Default Interest Rate equal to MINIMUM RETAIL RATE (MRR) ("**Interest Rate**") plus 3 (three) percent per annum without any prior notice to the Customer, provided that the Default Interest Rate shall not exceed the rate prescribed by law. The Default Interest Rate shall be calculated from the date where the Bank made payment of claims/ bills under this shipment until the date of actual repayment to the Bank in full. The Customer agrees and acknowledges that the Bank is entitled to immediately announce a change to the Interest Rate in accordance with the Bank's notifications which is notified at its principal office, branch offices and on the Bank's website, or in notifications of the Bank of Thailand or notifications of any agencies or as prescribed by laws at that time, provided that such Interest Rate shall not exceed the rate prescribed by laws. If the Default Interest Rate is changed, the Customer agrees that the Bank shall be entitled to change the Default Interest Rate immediately from the date on which the changed interest rate is effective without requiring any notice to the Customer or the Customer's consent.

4. The Customer hereby agree that the Bank shall be entitled to debit, at any time and from time to time, the Customer's account with the Bank for all money arising from reimbursement of the Bank's payment of claims/ bills under this shipment and also for principal, interest, fees, costs and expenses and the Bank shall notify such action to the Customer after such deduction within a reasonable period of time. This consent shall be irrevocable until the Bank has been repaid in full.

Handling of Documents under Export Letter of Credit Supplement

In consideration of the Bank's handling of Documents under Letter of Credit, at the Customer's Request, for negotiation/advance/finance with full recourse to the Customer, the Customer agrees to be bound by this terms and conditions under Handling of Documents under Export Letter of Credit Supplement (this "**Supplement**"). This Supplement prescribes the general conditions, rights, obligations, representations, and undertakings between the Bank and the Customer in relation to the Request for Handling of Documents under Letter of Credit, and shall be deemed an integral part of the Trade Service Agreement and the Trade Service Documents. Unless otherwise defined, the terms defined in the Trade Service Agreement, as may be from time to time amended, supplemented, novated, restated, or replaced, shall have the same meanings when used herein. If any provisions of the Trade Service Agreement are contradictory to, or in conflict with, this Supplement and the Request for Handling of Documents under Letter of Credit, this Supplement and the Request for Handling of Documents under Letter of Credit shall prevail.

To request the Bank for handling of the documents under export Letter of Credit, the Customer shall submit the Documents under the Letter of Credit as specified in the Request for Handling of Documents under Letter of Credit to the Bank. The Bank shall not precede the Customer's Request for Handling of Documents under Letter of Credit unless the Bank has received the Documents of Letter of Credit which are satisfactory to the Bank. For the Request for Handling of Documents under Letter of Credit which requests the Bank's handling for negotiation/ advance/ finance with full recourse to the Customer, the Customer agrees to comply with the following terms and conditions:

1. In this Supplement, the definitions and the interpretation are as follows;

“Documents under Letter of Credit” means documents under the Letter of Credit as specified in the Request for Handling of Documents under Letter of Credit which includes, but not limited to, the draft, invoice, packing list, weight list, certificate of origin, insurance policy/certificate, bill of lading, air waybill and beneficiary certificate.

“Goods” means goods as stated in the Documents under Letter of Credit.

“Letter of Credit” or **“LC”** means the letter of credit for international and domestic transactions as specified in the Request for Handling of Documents under Letter of Credit.

“Request for Handling of Documents under Letter of Credit” means a Request by the Customer, requesting the Bank to handle the Documents under the Letter of Credit as per the handling and payment instruction provided by the Customer.

2. The Customer consents to the Bank, its officials, employees, correspondents and agents disclosing any information regarding the Customer’s particulars, the Request for Handling of Documents under Letter of Credit, the subject matter thereof and the Customer’s accounts and affairs (including but not limited to the Customer’s name, account number / unique reference number, address, unique identification number and/or date and place of birth) or incorporation or registration as the Bank shall deem appropriate for the purpose of any investigations relating to the Request for Handling of Documents under Letter of Credit, any transaction connected therewith and / or towards compliance with law, regulations, guidelines, directives and / or such other requirements of regulatory authorities.

3. In consideration of the Bank’s agreeing to negotiate, advance, finance or otherwise handle at the Customer’s request, the Customer’s drafts and/or Documents under this Letter of Credit, the Customer hereby declares and confirms that the Customer has agreed that the LC together with the Documents under Letter of Credit and all documents representing or related to the Goods including without limitation, bills of exchange, invoices and carriage documents, and all other documents submitted to the Bank in relation to the Customer’s Request for Handling of Documents under Letter of Credit and the Goods, shall at all times be held by the Bank by way of pledge as continuing security for the payment of all moneys, obligations and liabilities whatsoever, whether actual or contingent, now or hereafter, due, owing or incurred to the Bank from or by the Customer on any account.

In case of the Bank agreeing to negotiate, advance, or finance, the Customer agrees that the interest rate in Advice notified by the Bank is the interest rate under this Supplement and without our signing in any further documents, the information of such Advice shall be a conclusive evidence against the Customer.4. The Customer hereby records the terms of such pledge to the Bank and undertakes to agree as follows:

(a) the Bank may, at the Bank’s option insure the Goods in respect of which the Bank hold the Documents under Letter of Credit and any documents against all risk and at the Customer’s costs but the Bank shall not be responsible for any loss or damage resulting from the Bank’s omission so to insure. The Customer agrees to pay and keep the Bank fully indemnified against all insurance and other charges incurred in respect of the pledged Goods from time to time;

(b) the Bank and its agents and nominees are hereby irrevocably authorised to act as the Customer’s agent to execute the Documents under Letter of Credit and all documents and do all other acts and things whatsoever which the Bank may consider necessary or desirable to perfect its security or to affect any sale of any of the pledged Goods or to enforce any rights to which the Customer or the Bank are entitled in connection with the pledge;

(c) the Bank shall have the right of recourse to the Customer if the Issuing/Confirming Bank does not pay to the Bank any amount(s) due under the bill or expressed to be payable under the terms of any LC (or if there is any delay in payment) for any reason, and the Customer will reimburse the Bank for (1) any amount(s) paid to the Customer by the Bank together with interest from: (i) the date of non-payment by the Issuing/ Confirming Bank; or (ii) the date from which the Bank advance payment to the Customer, as the case may be and (2) any loss or damage suffered by the Bank as a result of non-payment (or delay in payment);

- (d) the Bank shall have the right of recourse upon the Goods or any part thereof in priority to any other claims thereon and to sell such Goods or part thereof as may be necessary for payment of freight, insurance, warehouse, dock and other charges, without prejudice to the Customer's obligation to repay any outstanding amount due to the Bank from such proceeds of sale;
- (e) any financing is with recourse to the Customer under all circumstances, notwithstanding that all the terms and conditions of the LC may have not been complied with or that one or more of the documents called for in the LC is not presented, that any one or more of the documents presented do not conform with the terms of the LC (whether or not as identified or advised by the Bank);
- (f) in the event of financing, to pay the Bank for any shortfall in the amount received by the Bank;
- (g) to pay all commissions, fees, and charges incurred or charged by the Bank or the Bank's correspondents or agents;
- (h) not to hold the Bank or the Bank's correspondents or agents liable in the event that the documents or some of the Documents under Letter of Credit are lost, destroyed or delivered wrongly by the courier service company selected by the Bank or by the post office;
- (i) that the Bank is not under a duty or responsibility to check the bill(s)/ Documents under Letter of Credit submitted to the Bank and the Customer shall not hold the Bank responsible nor is the Bank's right of recourse prejudiced in any way in the event that the Documents under Letter of Credit are found by a court of law or tribunal to contain discrepancies or in the event that any discrepancies are not identified by the Bank, the Bank's employees or agents, whether or not as a result of a willful or negligent act or omission;
- (j) the Bank may land and store the Goods at any wharf, warehouse, godown or store or other places as the Bank shall from time to time in the Bank's absolute discretion decide, and/or re-ship the same to any other port and at the Customer's cost. The Customer agrees to pay and keep the Bank fully indemnified against all storage, rent, insurance, removal, transportation and other charges incurred in respect of the pledged Goods from time to time and abide by any terms, conditions and regulations for the storage, removal or transportation of the pledged Goods as required by the wharf, warehouse, godown or store or other service providers as if such terms, conditions and regulations were made with or imposed on the Customer except that the Bank shall have the sole right to instruct, release and conduct other dealing with the pledged Goods;
- (k) the Bank may accept full or proportionate payment before maturity from the drawees and/or acceptors of any bills, or the consignees of the Goods, against delivery of the Goods (or a proportionate part thereof) and/or documents;
- (l) all costs, charges and expenses incurred by the Bank (including, without limitation, all legal costs and disbursements including those incurred due to legal proceedings instituted by or against the Bank) in relation to the Request for Handling of Documents under Letter of Credit or the Customer's liabilities or pledged Goods shall be reimbursed by the Customer to the Bank, immediately upon the Bank's demand, in full, together with all relevant service fees announced by the Bank at the Bank's head office and branch offices and website at any time (if any), including but not limited to those liabilities relating to or arising from any and all discrepancies that may exist between the documents as called of in the terms of the LC and the Documents under the Letter of Credit submitted to the Bank, regardless of whether such discrepancies are identified or advised by the Bank;
- (m) without prejudice to the Bank's other rights and remedies, the Bank shall be entitled (but not obliged) at the Bank's absolute discretion (at any time and without prior notice to the Customer) to debit any of the Customer's accounts, regardless of the type of account, the branch of account, the amount of credit balance, the due date of credit balance and the rights to withdraw, whether alone or jointly with any other person (only from the Customer's portion), with the Bank (whether in Thailand or elsewhere) for all or any moneys due from the Customer hereunder and with the amount of unaccepted or unpaid bills of exchange or of advances against this Supplement, the documents of title or other documents for which the Customer is liable to the Bank, or any deficiency arising after realisation of the Goods, and also for principal, interest, default interest, fees, commission, charges, valuation fees, insurance premiums, costs, expenses or any other moneys howsoever owing or payable by the Customer to The Bank provided always that any such debiting shall not constitute nor be deemed to be a payment of any moneys

to which it relates except to the extent of any amount in credit in that account, nor shall it be deemed a waiver of any event of default under this Supplement or any other document made between the Customer and the Bank. If such debiting shall cause that account to be overdrawn, interest shall be payable accordingly; and

(n) if the Bank for whatever reason is unable or unwilling to negotiate the LC against the Documents under Letter of Credit and the documents presented to the Bank, the Bank shall be authorized to handle and send the Documents under Letter of Credit and such documents to the Issuing Bank for payment without further reference to or authorization from the Customer. The Customer agrees that the bank shall not be responsible or liable to the Customer for any consequences arising from not negotiating the LC.

5. On the transmission date of Request for Handling of Documents under Letter of Credit to the Bank and throughout the period in which the Customer's debts have not been repaid to the Bank in full, the Customer represents and undertakes to the Bank that:

(a) the Documents under Letter of Credit and all documents presented under the LC will constitute a complying presentation;

(b) the Customer will pay the Bank upon demand, the amount of all sums due under bills of exchange negotiated or endorsed by the Bank at the Bank's request which may be dishonoured on presentation for acceptance, or which may not be paid on sight or on the due date according to its tenor;

(c) the Customer will reimburse the Bank for all financing or payments made against the Documents under Letter of Credit, documents of title or other documents which may not have been duly taken up on presentation to the Issuing or Confirming Bank;

(d) the Customer will pay the Bank upon demand the amount of all expenses relating to currency exchange for the respective currency as determined by the Bank at the Bank's rate of exchange then prevailing; and

(e) the Customer will pay for late payment interest, if any, at the Bank's prescribed rate and any shortfall in payment of principal arising from the deduction of charges, commissions, fees, costs or expenses, regardless of any terms and conditions of the LC stipulating otherwise.

6. If any of the following events occurs, the Customer agrees and accepts that the Bank shall be entitled to deem it as an event of default ("**Event of Default**"):

(a) default of acceptance on presentation or of payment on due date or at sight of any bill of exchange (depending on its tenor) or on default of payment of any other sums due hereunder on due date; or

(b) any drawee or acceptor of any bill(s) of exchange or consignee of the Goods suspending payment, becoming bankrupt or insolvent, being put under receivership or taking any steps for liquidation or arrangement with creditors; or

(c) if and whenever the Bank considers it desirable having regard to the market value of the Goods that the Goods should be sold whether or not any contingent or other liability of the Customer to the Bank has actually matured; or

(d) the Customer fails to pay any amount due and payable to the Bank on the due date or fail to do so upon request by the Bank; or

(e) the Customer defaults in the performance of or compliance with any duty, requirement, representation, warranty, term or provision under or in relation to this Supplement and the Request for Handling of Documents under Letter of Credit or any other agreements which the Customer has executed for the Bank separately from the Request for Handling of Documents under Letter of Credit; or

(f) any representation, warranty, provision or statement made or given (or deemed to be made or to be given) by the Customer under this Supplement or in a certificate, notice or any document/Document under Letter of Credit is incorrect; or

- (g) all or any part of this Supplement is cancelled or ineffective, either in whole or in part, or any provision under this Supplement is unenforceable or invalid in consequence of a cause arising from the Customer or the Customer claims that any provision of this Supplement is unenforceable or invalid, except in the case where the terms of this Supplement have expired by the effect of the request or by the operation of the law; or
- (h) the Customer defaults in performance of any agreement made with other creditors ; or
- (i) the Customer passes away or are adjudged to have disappeared or to be incompetent or quasi-incompetent or become insolvent or bankrupt or is liquidated, or the Customer has become bankrupt, to be rehabilitated, to be placed under a receivership order or for the Customer's properties to be seized/attached or where any litigation has been commenced against the Customer; or
- (j) the Customer calls a general meeting of the Customer's creditors to compromise the Customer's debts; or
- (k) there is any force majeure or any event in connection with the Customer's business which may have a material effect on the Customer's business operation or the Customer's financial status.

7. Where any Event of Default as specified above occurs, the Bank is entitled to, without notice or the Customer's further consent or the consent of any other person:

- (a) sell or dispose of the Goods or any part thereof at such times in such manners and generally on such terms and conditions and for such consideration (whether payable or deliverable immediately or by installments) as the Bank may in the Bank's absolute discretion think fit without being under any responsibility to the Customer for the price obtained thereby; and/or
- (b) apply the proceeds in or towards the discharge of the costs incurred and of all sums which the Customer is liable to the Bank, whether then due and payable or not, and in such order as the Bank may from time to time conclusively determine. If such proceeds are insufficient for such purpose, the Customer undertakes immediately to resolve such deficiency; and/or
- (c) charge interest at the interest rate at the Default Interest Rate, deriving from the maximum interest rate actually charged at the time with an addition of 3 (three) percent per annum, which will be notified to us in Advice, provided that such interest rate shall not exceed the rate prescribed by the law (which may later be changed in the future at the time a default or a breach occurs). In the case that the LC and/or any relevant bills of exchange specifies the amount as a foreign currency, the Customer agrees that the Bank shall be entitled to immediately convert the foreign currency under the LC and/or any relevant bills of exchange into Thai Baht as the Bank deems appropriate by using the exchange rate that the Bank announces to sell such foreign currency to Thai Baht for its general customers or at the rate the Customer agreed with the Bank (as the case may be) without our consent, and the LC, any relevant bills of exchange and this Supplement which is in the foreign currency including the relevant documents shall be deemed as evidence that the Customer has agreed to make a repayment to the Bank for an amount equivalent to the amount in Thai Baht that the Bank has converted the foreign currency together with the interest at the Default Interest Rate deriving from the maximum interest rate of (1) Market Rate for Thai Baht Loan or (2) Reference Rate for Thai Baht Loan such as MLR/ MOR/ MRR (as the case may be), with an addition of 3 (three) percent per annum which will be notified to us in Advice, provided that such interest rate shall not exceed the rate prescribed by the law (which may later be changed in the future at the time a default or a breach occurs). The Default Interest Rate shall be calculated from the date of failure to pay or default until the date of actual payment to the Bank in full. Such conversion shall not be regarded as a novation. Nevertheless, it is the sole discretion of the Bank whether to convert the foreign currency into Thai Baht or not.

The Customer agrees and acknowledges that the Bank are entitled to immediately announce a change to the interest rate in accordance with the notifications of the Bank which is notified at its principal office, branch offices and on the Bank's website, or in notifications of the Bank of Thailand or notifications of any agencies or as prescribed by laws at that time, provided that such interest rate shall not exceed the rate prescribed by laws. The Customer agrees that the Bank shall be entitled to change such interest rate immediately from the date on which the changed interest rate is effective without notifying to the Bank or obtaining the Bank's consent; and/or

(d) declare that all or part of the outstanding debt becomes due and payable immediately and demand the Customer to repay debts, either in whole or in part, immediately or within the period specified by the Bank.

8. The security constituted by the pledge shall be in addition to and shall not be prejudiced, determined or affected by nor operate so as in any way to determine, prejudice or affect any other security or right which the Bank may now or at any time in the future hold for or in respect of all or any part of the Customer's liabilities to the Bank, nor shall any prior security held by the Bank over the pledged Goods or any part of them or any other properties merge in the security constituted by the pledge, and the pledge shall remain in full force and effect notwithstanding any intermediate settlement of account as a continuing security until discharged by the Bank.

9. The Customer irrevocably agrees to assign to the Bank absolutely, by way of transfer, all the Customer's rights, title and interest in, and claims for payment under the LC, the Documents under Letter of Credit and all related documents, the Goods and insurances. Without prejudice to the generality of the other terms and conditions herein, where financing is provided to the Customer against the LC, the Documents under Letter of Credit and all related documents presented thereunder and/or bills of exchange, pursuant to the Customer's request herein, the Customer shall and do hereby assign unconditionally and irrevocably to the Bank all rights, interests, benefits, entitlements, debts, suits and choses in action as are due under the LC and/or bill of exchange. The Customer irrevocably authorises the Bank to give notice of such assignment to the Issuing Bank and all other parties in respect of which the Customer's rights, title and interests are hereby assigned. The Bank may, at the Bank's absolute discretion, enforce the rights through legal action or otherwise. The Customer agrees to execute the documents or the Documents under Letter of Credit (including the endorsement of any draft), and to take all steps and provide assistance that the Bank may request in connection with making claims against any party in respect of the LC on the Goods and insurances.

10. The Bank's rights against the Customer shall not be prejudiced owing to any such bills not having been noted and/or protested in the event of dishonour by non-acceptance and/or non-payment.

11. If there occurs in relation to negotiation of or advance against the LC an event having a material and adverse change in (i) the international financial and capital markets; (ii) any national or international financial, potential or economic conditions; (iii) currency availability; or (iv) exchange rates or exchange controls, the Bank shall have the absolute discretion to receive payment under the LC and/or any relevant bills of exchange in any alternative currency at such exchange rate as the Bank may determine in the Bank's discretion. Any such action shall be binding on the Customer who shall be liable for any additional loss, damages, costs, charges and/or expenses incurred by the Bank.

12. The Bank shall not be responsible for any act, omission (including any failure to endorse or re-endorse bills of lading), default, suspension, insolvency or bankruptcy of any correspondent or agent, or for any delay in remittance, loss in exchange or loss of any documents, the Documents under Letter of Credit, item or their proceeds during transmission or in the course of collection, but the Bank shall be responsible only for the Bank's acts.

13. The Customer hereby agree to indemnify the Bank and the Bank's agents on demand against all actions, losses, expenses, demands and liabilities whether in contract, tort or otherwise, now or hereafter incurred by the Bank or the Bank's agent, officer or employee for anything done or omitted in the exercise or purported exercise of the powers herein contained or relating to the LC or the pledged Goods or occasioned by any breach by the Customer of any of the Customer's obligations hereunder or relating to the LC or the pledged Goods, and the Bank may retain and pay all sums in respect of the same out of the proceeds of sale or other disposal of the Goods.

14. If the Customer instruct the Bank to check the Documents under Letter of Credit and to pay the Customer prior to receipt of the LC proceeds from the Issuing/ Confirming / Reimbursing Bank, the Bank shall only be required to check such documents based on the Bank's understanding and interpretation of the latest version of the Uniform Customs and Practices for Documentary Credits, the International Chamber of Commerce ("**UCP**") and international standard banking practice. The Bank shall not be liable to the Customer, whether in contract, trust or otherwise, should the documents or the Documents under Letter of Credit be rejected or payment be refused by the Issuing or Confirming Bank on the ground that the Documents under Letter Credit do not constitute a complying presentation, even if the discrepancies raised by the Issuing or Confirming Banks are not similar to those raised by the Bank or if the Bank determines the documents or the Documents under Letter of Credit to be a complying presentation.

15. If the Customer requests the Bank to negotiate drafts and /or documents under the LC, the Customer may request that the proceeds under the LC be advanced to the Customer before or on the banking day on which reimbursement is due to the Bank. If the Bank accedes to the Customer's request, the Bank shall nevertheless be entitled to advance the proceeds to The Customer on the banking day on which reimbursement is due to the Bank. The Bank shall also assume the rights of a negotiating bank under the LC and charge the Customer negotiation commission and other fees as the Bank deems appropriate.

16. Where, for any reason whatsoever, whether with or without legal basis, the Bank do not receive payment of the proceeds under the LC or bills of exchange from the Issuing or Confirming Bank when such payment is due or if the Issuing or Confirming Bank seeks reimbursement of any payment made to the Bank and/or reject documents or drafts presented under the LC or bills of exchange or if one or more of the Documents under Letter of Credit and the documents presented under the LC is forged or contains any misrepresentation of false factual information known to the Customer, any amount paid by the Bank to the Customer pursuant to such negotiation, advance or finance shall become immediately repayable to the Bank by the Customer and the Bank shall have full recourse against the Customer in respect of such payment as has been made to the Customer earlier.

17. Without prejudice to the foregoing, the Bank is entitled to reverse/debit any payment by the Issuing or Confirming Bank to any account the Customer maintains with the Bank, in satisfaction of any outstanding sums owed to the Bank. In addition, the Bank is authorized to debit any or all of the Customer's accounts with the Bank by way of payment in advance of all costs, charges, commission, expenses and liabilities which the Bank, the Bank's agents or the Bank's correspondents have incurred or may incur in relation to or in respect of the LC. The aforesaid advance payment is an absolute and unconditional payment and the Bank shall not be obliged, under any circumstances whatsoever, to refund the same to the Customer. The Bank shall be at liberty to utilize or otherwise deal with the advance payment in any manner as the Bank deems fit and the Customer confirms that the Customer has no further title, interests, rights or benefits to the monies comprising the advance payment. The abovementioned advance payment shall not discharge or otherwise affect any other claims for reimbursement, repayment, indemnity, interest, expenses and/or costs that the Bank has or will have against the Customer.

18. The Customer hereby appoint the Bank and any person nominated in writing under the hand of any of the Bank's officers as the Customer's attorney and in the Customer's name and on the Customer's behalf, to commence any legal action or proceedings if necessary and that the Customer would provide the Bank the Customer's full co-operation, including the execution of any documents, affidavits and powers of attorney, in any action or proceedings commenced (whether in the Customer's name or not) to enforce or obtain payment from the Issuing or Confirming Bank whether pursuant to this assignment or otherwise.

19. The Customer hereby irrevocably agree and consent that the Bank may assign, transfer and otherwise grant participations in all or any part of the Bank's rights under this Supplement and the Request for Handling of Documents under Letter of Credit and/or in any security document or guarantee given hereunder without any further consent from the Customer, whether in whole or in part, to any person or entity as the Bank considers appropriate. The Bank or the assignee shall inform the Customer in writing for such assignment and transfer and the Customer agrees to coordinate and provide any document which is necessary and in connection with the assignment and transfer or to perform any action as prescribed by law in order to complete and validate such assignment and transfer. The Customer shall not be entitled to assign and transfer the Customer's rights under this Supplement and the Request for Handling of Documents under Letter of Credit and/or in any security document or guarantee, whether in whole or in part, to any person or entity, unless the Customer obtains prior written consent from the Bank.

20. Handling of Documents under Letter of Credit pursuant to this Supplement shall also be subject to UCP or the applicable revision to UCP as stated in the LC. In the event of any inconsistency between UCP (or its applicable revision), and this Supplement and the Request for Handling of Documents under Letter of Credit shall prevail.

21. This Supplement and the Request for Handling of Documents under Letter of Credit and the settlement of any dispute arising out of or in connection herewith shall be governed by and construed in accordance with the laws of Thailand. The Customer hereby irrevocably submit to the non-exclusive jurisdiction of the Thai Courts.

Collection/Negotiation/Discount of Export Documents Supplement

In consideration of the Bank's handling of Export Documents, at the Customer's Request, for collection/negotiation/discount, the Customer agrees to be bound by this terms and conditions under Collection/Negotiation/Discount of Export Documents Supplement (this "**Supplement**"). This Supplement prescribes the general conditions, rights, obligations, representations, and undertakings between the Bank and the Customer in relation to the Request for Collection/Negotiation/ Discount of Export Documents, and shall be deemed an integral part of the Trade Service Agreement and the Trade Service Documents. Unless otherwise defined, the terms defined in the Trade Service Agreement, as may be from time to time amended, supplemented, novated, restated, or replaced, shall have the same meanings when used herein. If any provisions of the Trade Service Agreement are contradictory to, or in conflict with, this Supplement and Request for Collection/Negotiation/ Discount of Export Documents, this Supplement and the Request for Collection/Negotiation/ Discount of Export Documents shall prevail.

To request the Bank for handling of Export Documents, the Customer shall submit the Export Documents as specified in the Request for Collection/Negotiation/ Discount of Export Documents to the Bank. The Bank shall not precede the Customer's Request for Collection/Negotiation/ Discount of Export Documents unless the Bank has received the Export Documents which are satisfactory to the Bank. For the Request for Collection/Negotiation/ Discount of Export Documents which requests the Bank's handling for negotiation/advance/finance with full recourse to the Customer, the Customer agrees to comply with the following terms and conditions:

1. In this Supplement, the definitions and the interpretation are as follows;

"Export Documents" means documents and instruments relating to the international and domestic transactions as specified in the Request for Collection/Negotiation/ Discount of Export Documents which includes, but not limited to, the draft, invoice, packing list, weight list, certificate of origin, insurance policy/certificate, bill of lading, air waybill, parcel post receipt, inspection certificate and beneficiary certificate.

"Request for Collection/Negotiation/ Discount of Export Documents" means a Request by the Customer, requesting the Bank to handle the Export Documents.

2. In consideration of the Bank's having discounted/ negotiated or purchased the Customer's Export Documents, the Customer agrees that the interest rate in Advice notified by the Bank is the interest rate under this Supplement and without our signing in any further documents, the information of such Advice shall be a conclusive evidence against the Customer. The Customer hereby undertakes to hold the bank free and harmless from all losses or damages howsoever caused to the Bank in consequence of non-acceptance and/ or non-payment and/ or late payment of every draft discounted or purchased or negotiated, and the Customer further undertakes that upon the Bank's receipt of notice of non-acceptance and/or non-payment, the Customer agrees to refund to the Bank the amount of the Export Documents immediately with the interest rate at the Default Interest Rate, deriving from the maximum interest rate actually charged at the time with an addition of 3 (three) percent per annum, which will be notified to the Customer in Advice, provided that such interest rate shall not exceed the rate prescribed by the law (which may later be changed in the future at the time a default or a breach occurs). In the case that the Export Documents specifies the amount as a foreign currency, the Customer agrees that the Bank shall be entitled to immediately convert the foreign currency under the Export Documents into Thai Baht as the Customer deems appropriate by using the exchange rate that the Bank announces to sell such foreign currency to Thai Baht for its general customers or at the rate the Customer agreed with the Bank (as the case may be) without our consent, and the Export Documents which is in the foreign currency including this Supplement, the Request and the relevant documents shall be deemed as evidence that the Customer has agreed to make a repayment to the Bank for an amount equivalent to the amount in Thai Baht that the Bank have converted the foreign currency together with the interest at the Default Interest Rate deriving from the maximum interest rate of (1) Market Rate for Thai Baht Loan or (2) Reference Rate for Thai Baht Loan such as MLR/ MOR/ MRR (as the case may be), with an addition of 3 (three) percent per annum which will be notified to the Customer in Advice, provided that such interest rate shall not exceed the rate prescribed by the law (which may later be changed in the future at the time a default or a breach occurs). The Default Interest Rate shall be calculated from the maturity date of the relevant Export Documents until the date of actual payment to the Bank in full. Such conversion shall not be regarded as a novation. Nevertheless, it is the sole discretion of the Bank whether to convert the foreign currency into Thai Baht or not. and

The Customer agrees and acknowledges that the Bank is entitled to immediately announce a change to the interest rate in accordance with the notifications of the Bank which is notified at its principal office, branch offices and on the Bank's website, or in notifications of the Bank of Thailand or notifications of any agencies or as prescribed by laws at that time, provided that such interest rate shall not exceed the rate prescribed by laws. The Customer agrees that the Bank shall be entitled to change such interest rate immediately from the date on which the changed interest rate is effective without notifying to the Customer or obtaining the Customer's consent.

The Customer hereby authorizes the Bank to debit the Customer's account with the amount of Thai Baht equivalent of the draft or the Export Documents together with the default Interest Rate as specified above plus all other costs or expenses thereof.

3. When making payment for the Customer, please credit the Customer's Account No. as specified the Request for Collection/Negotiation/ Discount of Export Documents after deducting the Customer's liability under the relevant Packing Credit loan and the relevant Forward Contract as specified the Request for Collection/Negotiation/ Discount of Export Documents.

4. The Request for Collection/Negotiation/ Discount of Export Documents is subject to Uniform Rules for Collection (1995 Revision) of the International Chamber of Commerce (Publication No. 522), the Decision adopted by the ICC Commission on Banking Technique and Practice on 6 April 1998 or its applicable revision and to conditions governing collection of the Bank's terms and conditions.