

TO: KRUNGTHAI BANK PUBLIC COMPANY LIMITED (the "Bank")

DATE: \_\_\_\_\_

We hereby request you to issue or procure the issuance of  a LETTER OF GUARANTEE ("LG") or  a Standby Letter of Credit ("SBLC") on the following terms and conditions for our account and/or at our risk according to the Instructions given by us on this form.

<b>Name and Address of Obligor / Instructing Party (the Customer)</b>		<b>Name and Address of Applicant (to be specified in the Letter of Guarantee/ Standby Letter of Credit, if other than the Customer)</b>	
<b>Name and Address of Beneficiary (to be specified in the Letter of Guarantee / Standby LC) (In case there are several beneficiaries, please further specify them in the Special Instruction)</b>			
<b>Type of LG/SBLC</b>			
<b>Underlying Transaction Details</b>			
<b>Issuance Request to the Bank:</b> <b>For Direct Guarantee:</b> <input type="checkbox"/> Please issue the LG or SBLC (the "Undertaking ") in favour of the Beneficiary <input type="checkbox"/> by SWIFT <input type="checkbox"/> by Letter <div style="text-align: right;"><input type="checkbox"/> by other electronic channel as provided by the Bank</div> <b>For Indirect Guarantee:</b> <input type="checkbox"/> Please request and/or procure another branch of the Bank or another bank selected by the Bank to issue the Undertaking in favour of The Beneficiary (against a Counter-Guarantee to be issued by the Bank). <input type="checkbox"/> Please request and/or procure the following issuing bank to issue the Undertaking in favour of the Beneficiary (against a Counter-Guarantee to be issued by the Bank). Name, address and SWIFT code of the issuing bank: _____ <input type="checkbox"/> Please request and/or procure another branch of the Bank or another bank selected by the Bank to issue counter-undertaking (against a Counter-Guarantee to be issued by the Bank) in favour of the following issuing bank to issue the Undertaking in favour of the Beneficiary. Name, address and SWIFT code of the issuing bank: _____			
<b>Currency of Guarantee</b>	<b>Guarantee Amount (Undertaking Amount)</b>	<b>Tolerance</b>	<b>Additional Amount Information (for example, interests, if any)</b>
		<input type="checkbox"/> Plus _____ % <input type="checkbox"/> Minus _____ %	
<b>Effective Date</b>		<b>Expiry Type</b>	
<input type="checkbox"/> Issuance Date <input type="checkbox"/> _____ (If other than Issuance Date)		<input type="checkbox"/> Conditional (further details as per the text in Letter of Guarantee/ Standby Letter of Credit) <input type="checkbox"/> Fixed Expiry Date _____ <input type="checkbox"/> With automatic extension (further details as per the text in Letter of Guarantee/ Standby Letter of Credit), or; <input type="checkbox"/> Without automatic extension <input type="checkbox"/> Latest Date of Claim _____ (if other than Fixed Expiry Date) which is equal to _____ days (Claim Period) <input type="checkbox"/> Open Ended	

**Format of Instrument to be issued:**

- Please issue the Letter of Guarantee or, Standby Letter of Credit or, Counter-Guarantee according to the Bank' Standard Format.
- Please issue the Letter of Guarantee or, Standby Letter of Credit or, Counter-Guarantee according to the form attached (subject to any amendment the Bank think appropriate).
- Please issue the Letter of Guarantee or, Standby Letter of Credit including Counter-Guarantee according to the context which we provided in this form.

**Governing Rules and Governing Laws to be applied for the Instrument to be issued:**

**For Letter of Guarantee**

- Uniform Rules for Demand Guarantee (ICC Publication No. 758) or any subsequent modification or replacement. (if absence of the specification, it shall be considered that no governing rules to be indicated in the Letter of Guarantee)
- The Laws of \_\_\_\_\_ (if absence of the specification, it shall be considered that no governing laws to be indicated in the Letter of Guarantee)

**For Standby Letter of Credit**

- Uniform Customs and Practice (ICC Publication No. 600) or any subsequent modification or replacement.
- International Standby Practices 1998 (ISP98) (ICC Publication No. 590) or any subsequent modification or replacement.
- The Laws of \_\_\_\_\_ (if absence of the specification, it shall be considered that no governing laws to be indicated in the Standby Letter of Credit)

**Other Instructions:**

- Partial demands are  permitted  not permitted (if absence of the specification, it shall be considered as "**not permitted**").
- Multiple demands are  permitted  not permitted (if absence of the specification, it shall be considered as "**not permitted**").
- The Letter of Guarantee or Standby Letter of Credit is  not transferable and not assignable  
 transferable and assignable with the Bank's prior written consent
- Confirmation Instruction for Standby Letter of Credit** (if no specify, the Standby Letter of Credit is required to be issued without adding confirmation)  
Standby Letter of Credit is required to  add  may add (if no specify, the Standby Letter of Credit shall be issued without adding confirmation)  
Confirmation Charge are for account of \_\_\_\_\_  
The requested Confirmation Party under the Standby Letter of Credit is  \_\_\_\_\_  
 Advising Bank  other banks as selected by the Bank

**Method of Delivery**

- For Direct Guarantee: After the Letter of Guarantee or the Standby Letter of Credit is issued , it shall be
  - delivered by SWIFT to \_\_\_\_\_ (specify the SWIFT Code of Advising Bank)  
(for the Letter of Guarantee or the Standby Letter of Credit which is instructed to be issued by SWIFT)
  - collected by us (for the Letter of Guarantee or the Standby Letter of Credit which is instructed to be issued by Letter)
- For Indirect Guarantee: After being issued, the Original Letter of Guarantee / Standby Letter of Credit shall be delivered to



## Terms and Conditions

1. In consideration of the Bank agreeing at our request to issue or to request any Correspondent Bank to issue and give a Letter of Guarantee or a Standby Letter of Credit or a Counter-Guarantee (the "**Undertaking Instrument**", including the same as amended, extended, or renewed from time to time) in favour of the beneficiary(ies) named therein and any successor(s) thereto (the "**Beneficiary**") (as applied for in the Application for Issuance of Undertaking), we, acting for ourself and/or as agent for the Applicant inclusive of our successors-in title and assigns, hereby jointly and severally agree and undertake to indemnify and keep the Bank , at all times, fully and completely indemnified from and against all liabilities, claims, demands, actions, and proceedings, losses and expenses including legal costs on a full indemnity basis and all other liabilities of whatsoever nature or description which may be made or taken or suffered by the Bank in relation to or arising out of issuing the Undertaking Instrument, including any amendments thereto, modifications thereof and any letter or document made supplement thereto.
2. We, acting for ourself and/or as agent for the Applicant, acknowledge and understand that where the Undertaking Instrument is issued by the Bank, or the Correspondent Bank may be required to either issue its own guarantee in favour of the Beneficiary or add a confirmation to the Undertaking Instrument issued by the Bank on such terms and conditions as the Bank and/or the correspondent bank may deem fit and we agree and confirm that our joint and several liability under the aforesaid indemnity shall not be affected or prejudiced in any way by the issuance of the Undertaking Instrument or the addition of such confirmation on the Undertaking Instrument by the Correspondent Bank.
3. We, acting for ourself and/or as agent for the Applicant, acknowledge and understand that the Bank has the right to issue the Undertaking Instrument per the Bank's form or a form required by the Beneficiary (as provided by us and approved by the Bank) which shall be deemed as an integral part of this Application. Whenever and upon the time that the Bank has received the Beneficiary's demand of claim under the Undertaking Instrument, we agree to the Bank for making such payment within the timeline as specified in the Undertaking Instrument, or within the timeline as prescribed by any International Governing Rules or within the timeline as the Bank think appropriate without delay and without prior notification to us, and we agree to make full reimbursement to the Bank promptly, whether the sum is the principal, interest, fee or any sum and whichever period for which the sum is incurred. We hereby waive the right to protest or object such payment of the Bank and accepts any act of the Bank in accordance with the Undertaking Instrument. If we and/or the Bank still has any argument against the Beneficiary, including arguments related to completeness, accuracy and effectiveness of the Undertaking Instrument , we agree to waive the right to object or raise that matter as an argument against the Bank related to the Bank's not raising that argument or protest and continuing to make payment to the Beneficiary in accordance with the obligation as specified in the Undertaking Instrument. In this regard, we shall make a claim against the Beneficiary on our own. For the Undertaking Instrument with automatic extension (automatic renewal) or extendable provision or without specific expiry date, we acknowledge and understand that the Bank or the correspondent bank (as the case may be) may pay the guaranteed amount to the Beneficiary in exchange for a release of the obligation of the Bank or the Correspondent Bank thereunder notwithstanding that the Beneficiary has not demanded for payment.
4. We, acting for ourself and/or as agent for the Applicant, acknowledge and consent that the Bank has the right to impose 15 days (or such other number of days as per the Bank's standard format) after the expiry date of the Undertaking Instrument, even though our Instruction in this Application is not indicated the requirement of Latest Date of Claim or Claim period.
5. We, acting for ourself and/or as agent for the Applicant, acknowledge and undertake that our obligations stipulated in this Terms and Conditions , shall not be affected in any way by (i) the illegality, invalidity , or unenforceability of or any defect in any provision of any document relating to the Undertaking Instrument , whether on the grounds of non-authorization, or for any other reason whatsoever; (ii) any amendment or other modification to the Undertaking Instrument or otherwise; or (iii) the liquidation, bankruptcy or other incapacity imposed on us, or any change in the constitution, amalgamation or reconstruction which affect us or the extinction of any or all of our indebtedness for any reason whatsoever.
6. We, acting for ourself and/or as agent for the Applicant, acknowledge and agree to waive our right to stop the Bank from making payment under the Undertaking Instrument or otherwise upon demand made by the Beneficiary thereunder and hereby expressly waive our rights to object or raise an argument against the Bank related to the negligence of the Bank in setting up or raising our defences and/or any arguments (including arguments related to completeness, accuracy and effectiveness of the Undertaking) against the Beneficiary and continuing to make payment in accordance with the obligation specified in the Undertaking Instrument. We hereby agree and accept any act of the Bank in accordance with the payment under the Undertaking Instrument or otherwise. In this regard, we shall make a claim against the Beneficiary on our own.
7. We, acting for ourself and/or as agent for the Applicant, acknowledge and agree that the Bank shall be automatically subrogated in the Beneficiary's right after the Bank has made the payment to the Beneficiary in accordance with its obligations under the Undertaking Instrument, and we agree to bear the burden and settle the payment per the obligation under the Undertaking Instrument that we have applied for, or per the request for the Undertaking Instrument in foreign currency and/or remittance of settlement in foreign currency from the government, difference and/or expenses incurred from foreign exchange difference or currency fluctuation, the exchange rate between foreign currency and Thai Baht in the Undertaking and/or various forms of settlements, that may be incurred by the Bank during the process of fulfilling the request to the Bank in full, together with interest at the highest rate applying for normal commercial loans for revolving / onetime which the Bank will announce to collect from customer from time to time and shall be calculated from the date of the Bank's payment of such a sum until the date the Bank has received the payment from us. Any change in interest rate shall be announced by the Bank from time to time and we agree to pay interest to the Bank in accordance with the changed rate immediately without requirement of any further evidence from the Bank to us. The interest rate to be determined by the Bank shall be calculated on an actually passed day basis. In case that the debt is in Thai Baht currency, one year is equivalent to 365 days. In case that the debt is in United Stated Dollar currency, one year is equivalent to 360 days. In case that the debt is in other currency, one year shall have the number of days as announced by the Bank from time to time. Except for the maximum guaranteed amount, we agree to be responsible for any amount that the Beneficiary shall collect from the Bank under the Undertaking Instrument, including but not limited to any expense related to requesting us and/or the Bank to repay the debt to the Beneficiary. Whether or not the Bank has notified us to make payment per the Beneficiary's notification to the Bank to collect the payment from us in place of the Beneficiary in accordance with related stipulations established by the Beneficiary, we agree that the Bank shall take actions per the Terms and Conditions of the Application immediately, and such actions shall not be deemed as causing any losses to us.
8. We, acting for ourself and/or as agent for the Applicant, acknowledge and agree to be solely responsible for all fees, taxes and/or expenses in connection with the Bank's practices with respect to the issuance of the Undertaking Instrument. Should the Bank be required to pay the aforementioned fees, taxes and/or expenses for us in advance, we agree to pay the Bank back within the period prescribed by the Bank.
9. We, acting for ourself and/or as agent for the Applicant, acknowledge and agree that it is our sole responsibility to (i) ensure clarity, enforceability or effectiveness of any terms or requirements incorporated in the Undertaking Instrument; and (ii) comply with all applicable laws and regulations regarding the underlying transaction to which the Undertaking Instrument relates (iii) obtain all necessary documents and approvals from any governmental or regulatory bodies and produce such documents or approvals to the Bank upon request. The Bank is not responsible for advising and has no duty whatsoever to advise us on such issues. The Bank shall not be liable to us for any direct, indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever which may arise out of such issues.
10. Where the Undertaking Instrument is transferable or assignable (whether expressly or impliedly), we, acting for ourself and/or as agent for the Applicant, acknowledge and agree that the Beneficiary may transfer or assign the Undertaking Instrument or any benefit thereof to a third party without the prior consent of or notice to the Bank or the correspondent bank. We agree that the Bank or the correspondent bank (as the case may be) shall be entitled to honour demands from any party who purports to be the transferee or assignee of the Undertaking Instrument without any obligation to verify or enquire the capacity of such party.

11. Notwithstanding any Instruction(s) indicated in this application, the Bank may, at its sole discretion, name or instruct any Correspondent Bank to be the advising, confirming or nominated bank in respect of the Undertaking Instrument. We acknowledge that the Bank may pay to or receive from any Correspondent Bank's charge, commission, fee rebate or other payment and the Bank shall not be liable to account or disclose to us any profit or benefit derived from it.
12. In the event that we, acting for our self and/or as agent for the Applicant, require the Bank to issue or procure the Undertaking Instrument through other electronic channel as provided by the Bank, we agree and acknowledge that the Bank shall not be liable for any losses, damages, demands, claims, liabilities, costs (including but not limited to any legal costs) and expenses of any kind (including any direct or indirect or consequential losses, loss of profit, loss of goodwill and loss of reputation) whether or not they were foreseeable or likely to occur that we or any person suffers or incurs as a result of or in connection with the Bank's acting upon our Instruction above, and/or the transmission of information and/or the Undertaking Instrument through electronic channel (including but not limited to, failure, delay, non-receipt, loss of communication, third party interception and/or misuse of information) and/or the system, medium or channel (including but not limited to, Internet, direct connection, fax and email, whether such is arisen out of service outage, delay, interruption, interception, loss of information and/or communication, loss in transit or otherwise) used in connection with the Undertaking, and/or the force majeure events, and we shall indemnify and hold harmless the Bank against any losses that the Bank suffers or incurs as a result of or in connection thereof. The Bank is not responsible to verify whether the Undertaking Instrument that the Bank issues has been successfully and completely received by the Beneficiary, we also agree and acknowledge that any claim or any demand for payment on the Undertaking Instrument being issued on other electronic channel shall be deemed to be a claim or demand for payment made on the Undertaking Instrument that the Bank issues.
13. We, acting for our self and/or as agent for the Applicant agree and undertake that if at our request, the Undertaking Instrument is issued by the Bank or the Correspondent Bank without specifying an expiry date or an expiry date specified in the Undertaking Instrument does not have the effect of fully extinguishing the Bank's liability under the Undertaking Instrument after such expiry date, we shall ensure that, in case of cancellation, the Beneficiary will return the Undertaking Instrument to the Bank or the Correspondent Bank (as the case may be) for cancellation and/or provide its written consent to the Bank or the Correspondent Bank (as the case may be) to confirm its agreement to the cancellation. For the avoidance of doubt, we are liable to pay the Bank all applicable commission and fees charges the Bank in respect of the Undertaking Instrument until its cancellation.
14. We, acting for our self and/or as agent for the Applicant, agree and acknowledge that the Bank shall not be liable to us for any action taken or not taken by us unless directly caused by the Bank's gross negligence or willful misconduct. We authorize the Bank to appoint any other person (including correspondent, agent or third party contractor) in relation to the services extended by the Bank under this application. Notwithstanding that the Bank may have chosen such correspondent, agent or third party contractor, the Bank shall not be responsible or liable for any act, omission, default, negligence, insolvency or bankruptcy of any correspondent, agent or third party contractor, nor shall the Bank be responsible or liable for loss or delay of any documents in transit or in the possession of any correspondent, agent or third party contractor.
15. We, acting for our self and /or as agent for the Applicant, agree and acknowledge that neither the Bank nor the Correspondent Bank has any obligation or any duty to verify any demand or statement contained in any document presented to the Bank or the Correspondent Bank under any Undertaking Instrument or check the presented documents against an Undertaking Instrument which is not issued in English or in Thai. We irrevocably authorize the Bank to accept the beneficiary's representation as conclusive evidence of the facts stated therein. We irrevocably waive the Bank's responsibility to check the compliance of any presented documents with the terms and conditions of the Undertaking Instrument, if it is not issued in English or in Thai.
16. We, acting for our self and/or as agent for the Applicant, agree that the Bank and the Correspondent Bank are fully entitled to reject any discrepant documents presented under any Undertaking Instrument notwithstanding that we may have waived any discrepancy(ies) as advised by the Bank and/or by the Correspondent Bank.
17. We, acting for our self and/or as agent for the Applicant, agree and acknowledge that, in case where the Undertaking Instrument to be issued by the Bank shall be subject to any foreign law or any rule or any regulation and there is any dispute related to the Undertaking Instrument, we shall be bound by such law, rule or regulation and shall waive any right and/or exception granted thereby that may release us from any liability and/or accountability toward the Bank, and we agree and acknowledge that the Bank may (at our cost) obtain a legal opinion to advise on the effect of the foreign law or the rule or the regulation on the Undertaking Instrument in that jurisdiction.  
If the Bank issues a Counter-guarantee in favour of any Undertaking Instrument issued by a Correspondent Bank and the governing law of the Undertaking Instrument is a different jurisdiction from where the Bank is located, we agree and acknowledge that the Bank may (at our cost) obtain a legal opinion to advise on the effect of the local laws and regulations on the Undertaking Instrument in that jurisdiction.  
In the event that there is dispute related to the Undertaking Instrument and/or any agreement which may cause the Bank to participate in such lawsuit or dispute, we, acting for our self and/or as agent for the Applicant, agree to be responsible for all related expenses, including but not limited to lawyer fee, lawsuit expenses, accommodation fee and vehicle fee. However, this shall not deprive the Bank of the right to use the Bank's discretion to participate or not participate in such lawsuit or dispute. In that case, we agree to waive the right to claim for any damage against the Bank. In case the Bank has to be responsible for any amount toward us that is an additional amount (including but not limited to fees, fares, expenses, costs, interests) beyond the guarantee amount as specified in the Undertaking Instrument, due to law and/or rule and regulation as specified in the Undertaking Instrument, we, subject to Clause 7, agree to be responsible to repay such an amount to the Bank in full.
18. In the event that we, acting for our self and/or as agent for the Applicant, require the Bank to issue or procure the Undertaking Instrument with the effective day before the issuance date ("back-effective date") of the Undertaking Instrument, we, acting for our self and/or as agent for the Applicant, hereby confirm that there are no liabilities outstanding during the back-dated period. If there is a claim submitted for the back-dated period, we agree to make full reimbursement to the Bank promptly, whether the sum is the principal, interest, fee or any sum and whichever period for which the sum is incurred. We hereby waive the right to protest or object such payment of the Bank and accepts any act of the Bank in accordance with the Undertaking Instrument. If we, acting for our self and/or as agent for the Applicant, and/or the Bank still has any argument against the Beneficiary including arguments related to completeness, accuracy and effectiveness of the Undertaking Instrument, we agree to waive the right to object or raise that matter as an argument against the Bank related to the Bank's not raising that argument or protest and continuing to make payment to the Beneficiary in accordance with the obligation as specified in the Undertaking Instrument. In this regard, we shall make a claim against the Beneficiary on our own.
19. In the event the original of the Undertaking Instrument is not returned to you for any reason whatsoever after the expiry of the Undertaking Instrument or, as the case may be, its claim period, if any, we, acting for our self and/or as agent for the Applicant, shall:
  - a) not only be solely and fully liable for, but shall also hold you harmless from, whatsoever consequences that may arise out of the above-mentioned event;
  - b) fully indemnify you and hold you harmless from actions, proceedings, damages, costs, claims, demands, expenses or losses which you may suffer, incur or sustain in relation to or in connection with the Undertaking Instrument;
  - c) have no objection whatsoever to your reinstating your liabilities under the Undertaking Instrument, even after its reversal on your books, whenever you deem it necessary under such circumstances as, for example, your eventual receipt from the Beneficiary of the Undertaking Instrument or a request to extend the validity thereof or a claim to perform your liabilities thereunder, and also in any one of such instances we shall perform our liabilities to you in accordance with the provisions of the foregoing; and
  - d) exert our utmost efforts for the recovery of the original Undertaking Instrument and to return it to you forthwith after such recovery.

20. For the Undertaking Instrument with the specific expiry date (closed-end), we, acting for our self and/or as agent for the Applicant, agree to, in advance on the issuance date, pay the Bank the full guarantee fee which shall be calculated from the issuance date or the effective date of the Undertaking Instrument (whichever is earlier) and thereafter at the end of each fee period until the Undertaking Instrument is cancelled. For the avoidance of doubt, the guarantee fee is non-refundable.
21. For the purpose of this provision, "claim period" means the period which the beneficiary is entitled to make a claim until the end of the claim period specified in the Undertaking Instrument.
22. For the Undertaking Instrument with non-specific guarantee period (opened-end), we, acting for our self and/or as agent for the Applicant, agree to, in advance on the issuance date, pay the Bank the full guarantee fee which shall be calculated from the issuance date or the effective date of the Undertaking Instrument (whichever is earlier) and thereafter at the end of each fee period until the Undertaking Instrument is cancelled. For the avoidance of doubt, the guarantee fee is non-refundable.
23. We, acting for our self and/or as agent for the Applicant, hereby authorize the Bank, if the Bank thinks fit, without reference to us, to debit our account to the extent of all such sum or sums of monies which the Bank may be liable under the Undertaking whether before or after the Beneficiary has made a claim on the Bank for payment.
24. We, acting for our self and/or as agent for the Applicant, agree and consent that the Bank may at any time, without notice or demand, apply and/or transfer and/or set off any present obligation due from us against any present obligation owed by the Bank to us, regardless of the place of payment, or currency of either obligation. If any of our liabilities or obligations is unliquidated or unascertained, the Bank may set off in an amount estimated by it in good faith to be the amount of that liability. Nothing in this clause is intended to create or does create in favour of the Bank any mortgage or charge. We acknowledge and understand that this clause shall be in addition and without prejudice to any right of set-off, combination of accounts, lien, right of retention or withholding or similar right to which the Bank is at any time otherwise entitled (whether by operation of law, contract or otherwise).
25. We, acting for our self and/or as agent for the Applicant, agree and consent that the Bank may at any time transfer the rights and obligations hereunder, as well as having the right to transfer the mortgage, the pledge, the guarantee, or any other right in security, in whole or in part, to another person, as the Bank deems appropriate, by only giving notice to us.
26. We, acting for our self and/or as agent for the Applicant, agree and consent that the Bank may collect, accumulate, use and disclose, our personal information and other information as per this Application, security agreement or relevant documents according to this Application, to the assignee of the Bank or another person, as the Bank deems appropriate or beneficial to us in receiving offers on loans or other services.  
We, acting for our self and/or as agent for the Applicant, agree to be bound the terms and conditions hereof in all respects, and agrees and consents that the debts arising from the request for the Issuance of the Undertaking Instrument per this Application shall be deemed an obligation for which we shall be jointly liable to the Bank until all repayment has been made to the Bank in full. We agree to waive defenses and/or not to raise the rationale under Sections 293 and 294 of the Civil and Commercial Code as grounds to discharge our liability to the Bank in any respect.
27. Where we, acting for our self and/or as agent for the Applicant, have provided to the Bank personal data of any other person:
  - a) We undertake to verify the accuracy and completeness of such person's personal data provided by us, and to notify the Bank of any change to the personal data provided.
  - b) We warrant that we have obtained consent or can rely on other legal basis for the collection, use, disclosure and/or transfer of such personal data in compliance with applicable laws;
  - c) We warrant that we have informed such person of the Bank's privacy notice; and
  - d) We warrant that the Bank can lawfully collect, use and further disclose and/or transfer of such personal data for the purposes set out in the Bank's privacy notice (as may be amended from time to time), including the purpose set out in this application.
28. Any and all correspondences, demand notices and/or notices given to us for the performance of the contract or notice of mortgage enforcement, or for the enforcement of security (if any) as debt repayment, whether by registered post or ordinary post, or by hand, shall be deemed to have been duly served and acknowledged by us if they are sent to our address as specified herein, regardless of whether the address has been changed or removed without any notice from us to the Bank, or they remain undelivered because the above specified address is not found.
29. We, acting for our self and/or as agent for the Applicant, certifies that no shipment no transaction involved in this Applicant is in violation of any applicable sanction or embargo imposed by any laws, executive orders, regulations or directives of the Government and/or authorities of the United States of America, the United Nations, any international organization or any other relevant jurisdiction ("**Sanction**"). Should document be presented involving any country/region, entity, vessel or individual listed in or otherwise subject to any Sanction, the Bank has the right to refuse to pay, handle or process the documents and the transaction contemplated in this Application, and the Bank shall not be liable for any delay or failure to pay, process or return such documents or for any related disclosure of information.
30. We, acting for our self and/or as agent for the Applicant, agree and acknowledge that if this Application is executed by more than one party, the obligations and liabilities of each the parties are primary as well as joint and several and the Bank will be at liberty to release, compound with or otherwise vary or agree to vary the liability of any one without prejudicing or affecting the Bank's right and remedies against the other(s).
31. We, acting for our self and/or as agent for the Applicant, agree and acknowledge that this Application is governed by and shall be construed in accordance with the laws of Thailand, and we agree to submit to the non-exclusive jurisdiction of Thailand's courts.
32. In this Application including its Terms and Conditions, the following terms shall have the meanings below:
  - a) "**Correspondent Bank**" means any bank (including any branch of the Bank) which issues the Undertaking Instrument at the request or instruction of the Bank;
  - b) "**Counter-guarantee**" means the counter-guarantee, counter-SBLC, counter-indemnity, indemnity or undertaking, however named or described, which is issued by the Bank in favour of a Correspondent Bank for the purpose of procuring, facilitating or securing the Correspondent's issuance of the Undertaking Instrument; and
  - c) "**Calculation of periods of time**"; Except as specifically modified hereby, if any period of time shown on any Undertaking Instrument issued by the Bank is determined by months or by years, a month is counted as thirty days (30 days), and a year is counted as 365 days.
  - d) "**Instruction**" means any instruction provided by our authorized person which the Bank receives via any system, medium or electronic channel (including email, fax or SWIFT) relating to the issuance of LG or SBLC.
  - e) "**ISP98**" means the International Standby Practices published by the International Chamber of Commerce (ICC Publication No. 590) which may be amended modified from time to time.
  - f) "**Undertaking Instrument**" means the Undertaking (whether issued, confirmed, or provided by the Bank or the correspondent bank) and/or the Counter-guarantee, or similar independent payment obligation (including any extension, renewal or amendment of the same)
  - g) "**UCP**" means the Uniform Customs and Practice for Documentary Credit, published by the International Chamber of Commerce (ICC Publication NO. 600) which may be amended, modified from time to time.
  - h) "**URDG**" means the Uniform Rules for Demand Guarantee, published by the International Chamber of Commerce (ICC Publication No. 758) which may be amended, modified from time to time.

Date:

Name and Address of Obligor / Instructing Party (the Customer)

Attachment