

In using the Service, the Customer agrees to be bound by this Cash Management Agreement, which applicable to one or more cash management services now or hereafter used by the Customer with the Bank under the relevant Cash Management Documents.

1. Definitions and Interpretations

1.1 In this Agreement

"**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.

"**Cash Management 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 Cash Management Agreement.

"**UOB Business Internet Banking Service Agreement**" means the agreement which the Customer agree to be bound in using the UOB Business Internet Banking provided by the Bank.

"**Channel Agreement**" means any agreement set out the terms and conditions for using any Channel, including but not limited to the UOB Business Internet Banking Service Agreement.

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

"**Loss**" means any 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.

"**Instruction**" means any data or other transmission from the Customer in relation to a Customer's Account or a Service in the form acceptable to the Bank, including but not limited to the instructions given by the Customer via UOB Business Internet Banking.

"**Party**" means the Bank and the Customer as specified in the Cash Management Service Agreement.

"**Cash**" means bank notes and coins in Thai currency excluding any other means of payment which can be used for debt repayment as same as bank notes.

"**Channel**" means any channel agreed by the Customer and the Bank for providing Instructions or any other communications in relation to using the Service provided by the Bank.

"**Service**" means a cash management service provided by the Bank to the Customer under the Cash Management Service Agreement, the Cash Management Agreement, and the applicable Service Supplement, or any other documents.

"**Customer's Accounts**" means those accounts opened by the Customer with the Bank as detailed in the relevant Service and Service Charge Details, and any accounts to be opened and maintained in the name of the Customer with the Bank after the date of the Cash Management Service Agreement, and designated by the Customer and the Bank as the Customer's Accounts.

"**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 receive from the token, SMART Card, and any other devices that may be designated by the Bank.

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

"**UOB Business Internet Banking**" or "**BIB**" means the business internet banking system 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.

"**Service and Service Charge Details**" means the Service and Service Charge Details under the Cash Management Service Agreement, the Cash Management Agreement, and other related supplements.

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

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

"**Cash Management Documents**" means the Cash Management Agreement, the Channel Agreement, the applicable Service Supplements, the Additional Cash Management Documents, including the Service and Service Charge Details, attachments, annexures, procedures, and any forms of applications or documents created or issued in respect of the Services.

"**Additional Cash Management Document**" means a document to be executed by the Bank and the Customer to add a Service in the future, in the form prescribed by the Bank.

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

"**Company Administrator**" means a person or persons appointed by the Customer to be Company 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 the BIB, or in facilitating the Customer's communication with the Bank.

1.2 Construction

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

- (a) the "**Customer**" or the "**Bank**" shall be construed so as to include its successors in title, permitted assigns, and permitted transferees, as the case may be;
- (b) a "**Cash Management Document**" or any other agreement or instrument is a reference to that Cash Management Document 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

In the event of inconsistency between any provision of this Cash Management Agreement, the UOB Business Internet Banking Service Agreement including the Channel Agreement and a Service Supplement, the Service Supplement shall prevail, except for the provisions in respect to the use of BIB or other Channels, as the case may be, the UOB Business Internet Banking Service Agreement or the Service Supplement, as the case may be, shall prevail. 9

2. Cash Management Service

2.1 Subject to the terms and conditions of the Cash Management Documents:

- (a) The Bank may, but is not obliged to, from time to time agree to provide the Customer with a Service pursuant to the Cash Management Agreement and an applicable Service Supplement.
- (b) The Customer agrees and accepts that the Bank shall provide the Service pursuant to the Customer's Instructions under the Cash Management Agreement and each Service Supplement, and the Parties agree that the Customer's Instructions shall be given through the Channel, or by any other means prescribed by the Bank, and shall be in a legible form.

2.2 Report

- (a) The Bank shall provide a report in connection with the Service (where a report is available for that 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 shall examine the completion of the Service provided by the Bank under its own responsibility. The Bank is not liable to report to the Customer in the case of a failure to complete any Service, unless specifically provided for in the relevant agreement.
- (c) The report shall be solely for the Customer's information. The Bank is not 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 agrees and accepts that the Bank can use the System to provide the Service, and the Customer may be required to give its Instruction in connection with the Service to the Bank via the System, 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 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 software to access the Service, 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 Cash Management 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.

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 Customer Users and/or Company Administrator to access and/or manage the Service on the terms set out in the Channel Agreement.
- (b) The Customer agrees and accepts that the Bank is unable to know whether any person other than the Customer or its Customer User is accessing the Service by using its Customer ID. The Customer shall be liable for any transactions executed by the Bank pursuant to an Instruction sent to the Bank using its Customer ID.
- (c) The User ID provided shall be valid throughout the term of the Cash Management Documents.

- (d) 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 Services and the Bank will proceed according to the Customer's order immediately
- (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 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 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 may expose the Customer to risks associated with System failure. In the event of System failure, the Customer may not be able to access the System. The Customer agrees to bear the risks if any Instruction transmitted by the Customer is incorrect or erroneous, or is lost during transmission, for any reason whatsoever.
- 3.4 UOB logo
The promotion, advertisement, and/or distribution of any documents in connection with the Service (including the use of the Bank's logo or trademark) shall require the prior consent of the Bank. The Customer shall be solely responsible for all fees and expenses, including any Losses in relation thereto.
- 4. Representations and Warranties**
The Customer represents and warrants that on the date the Customer agrees to be bound by the Cash Management Service Agreement under the Cash Management Documents, and at all times throughout the term of the Cash Management Documents :
- (a) the Customer's obligations under the Cash Management 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 Cash Management Documents;
- (c) the performance by the Customer of its obligations under the Cash Management Documents will not violate any applicable Law and/or regulations, or any agreement it has executed or will hereafter execute;
- (d) the Customer has the full power and authority to operate the Customer's Accounts and any other accounts in which the balances shall be managed pursuant to the Service Supplements, and will maintain such power and authority in full force and effect in any event; and
- (e) the right to operate the Customer's Accounts and any other accounts in which the balances shall be managed pursuant to the Service Supplements is not subject to any encumbrance in favor of any person.
- 5. Customer's Undertakings**
- 5.1 The Customer agrees to authorize the Bank to use the details and information of the Customer and other relevant parties provided by the Customer for the purposes of the 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 Service, and is not obliged to examine this information.
- 5.2 The Customer shall ensure that the Customer's Accounts under the Cash Management Documents will be subject to neither any restrictions that would make it impossible to comply with the terms under the Cash Management Documents, nor any security interest in favor of the Customer or any other person.
- 5.3 The Customer shall provide the Bank with any information or document that the Bank may require for the provision of the Service, and shall take all necessary actions in order for the Bank to smoothly provide the Service.
- 5.4 The Customer shall observe and comply with, and ensure that any relevant parties observe and comply with, the Anti-money Laundering Act, B.E. 2542 (1999), to the extent that it is applicable to the Service provided by the Bank under the terms of the Cash Management Documents. The Customer shall cooperate with the Bank, and/or execute, supply, or procure the supply of any documentation or other evidence required by Law, or as requested by the Bank.
- 5.5 The Customer shall maintain the minimum balances of the Customer's Accounts as from time to time required by the Bank under the relevant Service Supplements.
- 5.6 The Customer shall promptly inform the Bank if it is aware of any mistake or fraud in relation to the provision of the Service.
- 6. Confidentiality**
- 6.1 The Parties agree to manage and treat the information provided by another Party and/or any other third party in connection with the Service or Cash Management Documents as confidential information (the "**Confidential Information**"), unless that Confidential Information is or becomes publicly available, 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, including if the Bank is or might be obliged to disclose that Confidential Information.
- 6.2 If the Bank collects, uses and/or discloses any information which relates to or is regarded as personal data under the applicable personal data protection laws including the Personal Data Protection Act B.E. 2562 (2019), as amended from time to time (collectively the "**Personal Data Protection Laws**"), the Bank shall adhere to the Personal Data Protection Laws governing the collection, use, disclosure, access, correction, maintenance and protection of such personal data, as well as the Bank's Privacy Notice.
For the purpose of this Clause, **the Bank's Privacy Notice** means the document, provided and/or announced by the Bank from time to time in connection with the Personal Data Protection Laws to the relevant individuals, that designates all means and rationales for the Bank to collect, use, disclose and manage the individuals' personal data, and shall be deemed an integral part of this Cash Management Agreement.
To the extent permitted by the applicable laws, the disclosure of personal data, information of credit/service, history, status, electronic information and any other information relating to the Customer shall be made to the Bank's parent company, associated companies, subsidiary companies, group companies, affiliated companies and/or 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, pledgors (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 to the extent necessary for the performance of the Bank's obligations under this Cash Management Agreement, including for the purpose of analysis or consideration for granting a credit facility, debt restructuring, renewal or review of any available credit facility, processing of credit information, digital verification of individuals' identity, business operation, any provision of services in order for the Bank to equitably and continually provide services to the customer or for any other purposes permitted by law.
Notwithstanding the foregoing, the Customer agrees and consent that the Bank shall be entitled, to the extent permitted by law, to maintain, collect, use, disclose to any third party (either domestically and/or internationally) and access the Customer's data which is not regarded as personal data under the Personal Data Protection Laws, as the Bank deems appropriate.
The Bank's Privacy Notice, the provision of this clause and such other provisions in this Cash Management Agreement of which their respective nature is intended to continue post-termination, shall survive any termination or expiration of this Cash Management Agreement or any services, financial services provided by or to the Bank or credit facilities provided by the Bank including any agreements or arrangements relating thereto.
- 7. Amendment to the Cash Management Documents**
- 7.1 To the extent permitted by law, the amendment or exception to or under this Cash Management Agreement 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 any product or service in relation to this Cash Management Agreement that impacts on the customers' use of 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 days prior to the effective date of such amendment, unless there may be significant damage to the Bank, such as the suspension or cancellation of credit card use in the event that the Bank detects fraud or 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 increasing credit card limit or cash card, 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.
- 7.2 Notwithstanding the provisions of clause 7.1, the Bank may at any time amend any administrative operation regarding the Service, in order to comply with any regulation announced by the Bank of Thailand or any Government Agency. This amendment shall be effective upon the Bank giving notice thereof to the Customer.
- 8. Term and Termination of the Cash Management Documents**
- 8.1 The term of the Cash Management Documents shall be indefinite, provided that the Bank or the Customer may terminate any cash management 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 cash management service from the other Party. In that case, a transaction executed before the termination of the cash management service, if any, shall not be affected by that termination, and the relevant Party shall continue to comply with the provisions of the Cash Management Documents in relation to that cash management service until the effectiveness of the termination.
- 8.2 The Cash Management Documents may be terminated:
- (a) by the Bank by giving at least seven days' written notice of termination thereof to the Customer, if the Customer are unable to comply with their obligations under the Cash Management Documents;
- (b) by either Party by giving at least 30 days' written notice of termination thereof to another Party; or
- (c) automatically upon termination of the Cash Management Service Agreement, or if the performance by either Party of its obligations under the Cash Management Documents becomes in conflict with the relevant Law, or if all the Customer's Accounts are closed.
- 8.3 Notwithstanding the provisions of clause 8.1, the Bank may immediately terminate the Cash Management Documents upon the occurrence of any of the following events, and the termination of the Cash Management Documents shall be effective from the time the Bank notifies the Customer of its intention to terminate the

same:

- (a) if any of the Customer's Accounts and other accounts in which the balances are managed pursuant to any Service Supplement are suspended, and the Customer fails to remedy the circumstance within 3 Banking Days of the date of notice thereof to it;
 - (b) if the use of the Service by the Customer is suspended for 15 consecutive Banking Days;
 - (c) if an adverse change arises, such as a change in the financial condition or the business of the Customer, or a change in the economy or the financial markets of Thailand, which affects the Customer's ability to perform its obligations under the Cash Management Documents, including a change in the applicable or relevant Law or regulations, which, in the opinion of the Bank, results in any Party not being able to perform its obligations under any Cash Management Document, or the withdrawal or revocation of any consent or power of attorney from the Customer or a relevant party with respect to the Service;
 - (d) if there is an adverse change which, in the Bank's sole discretion, materially affects the Customer's financial condition;
 - (e) if the Customer fails to perform its obligations under the Cash Management Documents in any material respect, or, if that failure is remediable, the Customer does not remedy its failure to the satisfaction of the Bank within seven days from the receipt of the Bank's written notice demanding that such failure be remedied by it;
 - (f) if the Customer fails to comply with its obligations, representations, warranties, or undertakings under any Cash Management Document, and does not remedy its failure within one month from receipt of the Bank's notice thereof to the Customer;
 - (g) if the Customer does not execute any transaction under the Service, or stops using the Service for a period of not less than 180 days; or
 - (h) if the use of the Service by the Customer is, or becomes, in violation of any applicable Law or rules.
- 8.4 The termination of the Cash Management 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 Cash Management 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.
- 8.5 After the termination of any Cash Management Documents, the Bank is not obliged to provide any relevant Service under the relevant Service Supplements.
- 8.6 Upon the termination of any Cash Management Documents, the Customer shall, within 7 days, return to the Bank all property, software, documents, and information relating to the relevant Cash Management 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 Cash Management Documents and Service.

9. Liability

- 9.1 The Customer agrees and accepts that the Bank is not liable for any Loss or damage, including any lost profits, increased costs, lost opportunity, or other general or specific damage that the Customer or a relevant party may suffer in any way, directly or indirectly, arising out of, or in connection with:
- (a) the Bank making any funds transfer in accordance with the provisions of any Cash Management Document, the failure by the Customer to perform its obligations under any Cash Management Document, or the suspension of the Service pursuant to the provisions of any Cash Management Document;
 - (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 relating to the operation of the Customer's Accounts or relevant accounts, except for an error attributable to gross negligence or willful misconduct on the part of 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, except for an error, default, omission, action, or failure to act attributable to gross negligence or willful misconduct on the part of the Bank.
- 9.2 The Customer agrees and accepts that the Bank is not liable for any Loss or damage that the Customer or a relevant party may suffer in any way, directly or indirectly, in connection with a funds transfer, except for damage attributable to willful or gross negligence on the part of the Bank or its employees, namely:
- (a) if the Bank fails to comply with an Instruction for suspending any pre-arranged funds transfer as specified in the relevant Service Supplement, or to disable any funds transfer device, including any device provided by the Bank to the Customer, and that funds transfer transaction subsequently arises;
 - (b) if the Bank has not yet delivered a funds transfer device to the Customer, but an electronic funds transfer transaction under the Cash Management Documents improperly arises; or
 - (c) if an electronic funds transfer transaction under the Cash Management Documents improperly arises without fault on the part of the Customer.
- 9.3 If the Bank complies with, or fails to comply with, a funds transfer Instruction, thereby causing the Customer to fail to receive the Service or the funds, or resulting in an improper funds transfer transaction, without fault on the part of the Customer, the Bank agrees to be liable for direct damage normally arising, but not exceeding the service charges received from the Customer, and to return the sum received from the Customer. The Customer agrees not to demand that the Bank compensate for damage arising from any cause that is not a mistake on the part of the Bank – for example:
- (a) the available funds in the account are insufficient for any cause, e.g. the Customer has no credit limit with the Bank, or its credit limit is suspended, or the funds transfer would result in the balance in that account exceeding the credit limit agreed upon with the Bank;
 - (b) the account is under legal process, or there is a suspicion concerning the use of the account;
 - (c) there is a breach of any term or condition made with the Bank;
 - (d) the currency for the transfer is not available;
 - (e) notification of any obstruction is given by the Bank before or during processing the transaction;
 - (f) there is a *force majeure* event, such as failure of telephone lines, electricity blackout, or interruption of a computer system or data connection, whereby the Bank will suspend the Service without prior warning to the Customer;
 - (g) the Bank is unable to credit funds to the account for any reason, or the payee bank or correspondent bank refuses to make payment due to any Law, or announcement, or order of the payee's domestic bank, whereby the Bank is obliged to return money, in Thai baht or in the transfer currency, without interest thereon, to the Customer only after receiving it from the payee bank or correspondent bank, and the Customer agrees that the Bank may fully deduct therefrom the fees or expenses incurred thereby, if any, without prior notice to the Customer; the Bank will however notify such actions to the Customer after such actions within a reasonable period of time; or
 - (h) the Bank deems it advisable or necessary to stop or suspend the transaction in order to comply with the anti-money laundering and counter-terrorism financing laws, and other similar laws.

10. Default

- The Customer agrees that the following events shall constitute events of default under the Cash Management Documents or other agreements made with the Bank, which entitle the Bank to demand repayment of all debts, whether or not matured, from the Customer, or to permanently or temporarily suspend the provision of Service or the extension of credit facility, without advance notice thereof:
- (a) the payment of any principal, interest, service charge, or other sum is not made within the period under the Cash Management Documents, or is not punctually or fully made according to the installment schedule, or the Customer fails to comply with any term, representation, or condition under the Cash Management Documents, whereby the Bank is entitled to charge interest at the default rate announced by it;
 - (b) the Customer fails to pay its debts to any other creditor, or to comply with any condition or representation under any other agreement with the Bank or another creditor, or another creditor demands that it pay any indebtedness before its maturity, or any personal identity or information or other document is found to be unreliable or untrue, or any facts that should be disclosed are concealed;
 - (c) the Customer, or any guarantor, mortgagor, pledgor, or assignor in respect of the claim to deposits provided as security for debt payment dies, or is subject to assets examination by a competent agency under the Law, or to any order that affects its assets or prejudices its business operation, assets, liabilities, or financial condition, or is subject to a complaint, warrant of arrest, prosecution, or execution in a civil, criminal, or bankruptcy lawsuit, or becomes a quasi-incompetent or incompetent person, or has disappeared or left the domicile, or cannot be located, or becomes an insolvent, or is under a temporary or absolute receivership order, or is subject to bankruptcy or reorganization proceedings, whether on its own motion or as a consequence of an application by another party, or dissolves its business, or is defunct, or enters into liquidation, or is struck off from the register, or is taken possession of or subject to enforcement of all or any part of its assets by another creditor, or there is any other event that may cause the Bank to be unable to receive full repayment of debts; or
 - (d) there are grounds to believe that the cessation of business operation, amalgamation, sale of business, or halting of business operation in excess of 30 days, or suspension from work, termination of employment, or dismissal may occur, or a guarantor may terminate the guarantee, or the value of any collateral is deteriorated, or the creditworthiness is diminished or destroyed, or the additional funds or collateral, as notified by the Bank, is not provided within the prescribed time.

11. Indemnity and compensation

- 11.1 The Customer hereby agrees to indemnify the Bank for all Losses, damages, and costs that the Bank may suffer or incur, directly or indirectly, in connection with, or as a result of, including all Losses, damages, and costs arising from, any claim or proceedings related to:
- (a) the provision of the Service by the Bank to the Customer in accordance with the Customer's Instruction sent to the Bank under the Cash Management Documents;
 - (b) any claim by a third party concerning the Service, except for a claim caused by a reason directly and solely attributable to the Bank;
 - (c) any Loss caused by any error in the information and/or Instructions 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 or the Customer's misrepresentation under any Cash Management Document.
- 11.2 The Customer agrees to indemnify the Bank against any sum that has been transferred due to the loss or theft of the funds transfer device before the Bank completes the termination or suspension of the use of that funds transfer device or the pre-arranged funds transfers according to the relevant terms under the Cash Management Documents.

12. The Customer's consent

The Customer hereby consents that the Bank may rely and act upon any Instruction of the Customer that the Bank believes to be genuine or properly signed or presented by the authorized persons or representatives of the Customer, including, but not limited to, an electronic or facsimile transaction. The Bank may also rely

and act upon any Instruction, information, or request provided to the Bank by the Customer or any third party authorized by the Customer through the Channel or any media acceptable to the Bank, and may accept such Instruction, information, or request 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 Instruction and/or information provided by the Customer.

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

13.1 To the extent permitted by law, the amendment or exception to or under this Cash Management Agreement 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 any product or service in relation to this Cash Management Agreement that impacts on the customers' use of 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 days prior to the effective date of such amendment, unless there may be significant damage to the Bank, such as the suspension or cancellation of credit card use in the event that the Bank detects fraud or 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 increasing credit card limit or cash card, 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.

13.2 Service charges means the service charges payable by the Customer to the Bank for the Service according to the Cash Management Documents. Other fees means 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 Services according to the Service and Service Charge Details and 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 relevant Service Supplements from the Customer's Accounts, or any other accounts as the Customer may from time to time notify the Bank of, without advance notice to the Customer, however, the Bank will notify such actions to the Customer after such actions within a reasonable period of time. If the Customer asks the Bank to collect the services charges and other fees (if any) from the owners of the designated accounts or payee accounts, the Customer represents and warrants that the owners of these designated accounts or payee accounts have authorized and consented to the Bank deducting the service charges and other fees (if any) from the designated accounts or payee accounts. If the Bank is unable to deduct the service charges and other fees (if any) from these accounts for any reason, the Customer agrees that the Bank is entitled to deduct them from any other Customer's Accounts opened by the Customer with the Bank.

13.5 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 subject to Clauses 7.1 and 7.3, the Bank is entitled to amend such fees 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 the Customer's Instruction, 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 Instructions

14.1 Subject to the applicable Law, the Customer may cancel or suspend an Instruction relating to any kind of Service, with a view to: (1) revoking or suspending all the funds transfer transactions thereunder; or (2) revoking or suspending certain transfer transactions, by giving written notice thereof to the Bank through its call center, within a sufficient time for the Bank to complete the cancellation or suspension before the execution of that Instruction. The Bank shall act in accordance with the standard practices of business operators in order to cancel or change the Instruction to the extent as possible. The Customer agrees to be liable for any transactions if the cancellation or change of that Instruction is not possible.

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

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

15. Form of, and Reliance on, the Instructions

15.1 All Instructions transmitted to the Bank in respect of, or in connection with, any Service shall be in the form and substance as the Bank may, at its sole discretion, prescribe. Except as otherwise provided in the relevant Service Supplement, the Bank is under no obligation to cancel or amend any Instruction.

15.2 If an error is found in the Customer's Instruction, including a funds transfer Instruction or a debit Instruction, as well as an error from a bill collection, the Customer shall immediately notify the Bank through its call center of that error. The Customer should also have the information relating to the name and contact address of the account owner, number of the deposit account, date and time of the erroneous transaction, type of erroneous transaction, amount in error, and branch or device from which the Service was obtained, in order for the Bank to investigate that error. The Bank shall examine the transaction so notified against the evidence and information in its possession. If the cause of that error is found, the Bank shall complete rectification thereof without delay. If that error is caused by a *force majeure* event, the Bank shall conclude the results thereof without delay. The Bank shall complete that rectification or conclusion within a period of not exceeding 30 days from the date of receiving notification from the Customer, and shall notify the Customer of the results of its investigation promptly within a period of not exceeding seven days from the date of knowing these results. If the Customer fails to make an objection within 15 days from the date of receiving notification of the results of the investigation from the Bank, it shall be deemed that the Customer acknowledges that the particulars transaction sent by the Bank are correct. If it subsequently appears that the particulars of that transaction are inaccurate, the Bank reserves the right to rectify them without the Customer's prior consent.

16. Set-off, payments and allocation of payments

16.1 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 obligation owed by the Bank to the Customer (whether or not arising under the Cash Management 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 obligation owed by the Customer to the Bank, without prior notice thereof to the Customer or any other person. The Bank will however notify such actions to the Customer after such actions within a reasonable period of time. If an obligation is in a different currency, the Bank may, for the purpose of set-off, convert it 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 its accounts for the purpose of set-off, without any prior notice to the Customer. The Bank will however notify such actions to the Customer after such actions within a reasonable period of time.

16.2 In the event that the Customer makes any payment to the Bank in an amount lower than the amount which is due and payable, or the parties have not agreed on the allocation of any such repayment otherwise, the Bank shall allocate that repayment amount towards fees, interests, principals or any other sums due that the Bank is entitled to receive by laws, in the proportion, order and manner according to the normal practice of the Bank.

17. Notices

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

17.2 Any communication to be made under or in connection with the Cash Management 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, and 17.5.

17.3 The address of each party for any communication or document to be made or delivered under or in connection with the Cash Management Documents shall be as specified in the Cash Management Service Agreement. The Party shall notify the other Party of any change to its address or any other information supplied by it.

17.4 Any communication or document made or delivered by either Party to another Party under or in connection with the Cash Management 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, if the Parties agree that, unless and until otherwise notified, this is to be an accepted form of communication, and notify each other in writing of their electronic mail address or any other information required to enable the sending and receipt of information by that means. An electronic communication made between the Parties shall be effective only if actually received in a legible form.

18. Assignment

The Customer shall not be entitled to assign or transfer any of its rights, benefits, and obligations under any Cash Management Document without prior written notice from the Bank. However, the Bank may assign its rights and obligations under any Cash Management Document to another bank or financial institution, or to a trust, fund, or other entity without the prior consent of the Customer.

18.1 Sub-contract

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

19. Partial Invalidity

If any provision of the Cash Management 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 Cash Management Document it becomes impossible or impracticable for the Bank to provide the Service hereunder, the remaining provisions of the Cash Management Documents shall also become null and void.

20. Prior agreements

The Cash Management Documents shall terminate and supersede all agreements and documents relating to the Service previously made between the Bank and the Customer.

21. Waiver

No failure to exercise, or any delay in exercising, on the part of the Bank, any right or remedy under the Cash Management Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any 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 Cash Management Documents are cumulative and not exclusive of any rights or remedies provided by Law.

22. Financial Crime

Notwithstanding any terms and conditions provided hereunder, the Bank shall be entitled to take all actions the Bank considers appropriate in order for the Bank to meet any obligation or requirement, either in Thailand or elsewhere, in connection with the detection, investigation and prevention of financial crime including fraud, money laundering, terrorism financing, bribery, corruption, or tax evasion or the enforcement of any economic or trade sanction ("**Financial Crime**").

The Customer understands and agrees that if any activities, conduct or circumstances the Customer is involved in (directly or indirectly) may, in the sole and absolute discretion of the Bank, expose the Bank to legal or reputational risk, or actual or potential regulatory or enforcement actions, the Bank shall at any time, without giving any reason or notice to the Customer, have the right to immediately: -

- (a) terminate all contractual relationships the Customer has with the Bank; and
- (b) make reports and take such other actions as the Bank may deem appropriate.

The Customer undertakes that the Customer will not initiate, engage in or effect a transaction (directly or indirectly) that may involve Financial Crime and agrees to hold the Bank harmless, indemnify the Bank and keep the Bank indemnified from and against any and all liabilities, claims, obligations, losses, damages, penalties, actions, judgments, suits, costs (including, but not limited to, legal costs on a full indemnity basis), expenses and disbursements of any kind whatsoever which the Bank may suffer or incur in connection with or arising from any breach by the Customer of this undertaking.

23. Governing law

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

Channel Agreement

The Customer agrees to be bound by this Channel Agreement (this "**Channel Agreement**"). This Channel Agreement prescribes the general conditions, rights, obligations, representations, and undertakings between the Bank and the Customer in relation to the Services via various channels now or hereafter used by the Customer with the Bank under the relevant Cash Management Documents. This Channel Agreement shall be deemed an integral part of the Cash Management Service Agreement. Unless otherwise defined, the terms defined in the Cash Management Agreement (the "**Master 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 Master Agreement are contradictory to, or in conflict with, this Channel Agreement, this Channel Agreement shall prevail.

1. Channel

Subject to the terms and conditions of the Cash Management Documents, the Customer's Instructions and the Bank's reports under clause 2.2 of the Master Agreement shall be sent through the channel (the "**Channel**"), and subject to the provisions specified in Annexes A – D hereof.

2. General terms

Unless specified otherwise in Annexes A – D hereof, the Customer agrees as follows.

2.1 On the date of this Channel Agreement, the Customer shall deliver to the Bank the original or certified copies of:

- (a) its up-to-date certification document, certificate of incorporation, memorandum and articles of association;
- (b) the specimen signatures of its authorized signatories;
- (c) the citizen identification cards and/or passports (as the case may be) of the persons under (b) above; and
- (d) the power of attorney (if any) and specimen signatures, including the citizen identification cards or passports of the authorizers and the attorneys-in-fact under the power of attorney.

2.2 The Customer shall notify the Bank of any changes to the information relating to any documents referred to under clause 2.1, and shall immediately provide the Bank with documents supporting these changes, which are signed by its authorized persons.

2.3 The Customer shall ensure that each Instruction made through the Channel is duly transmitted to the Bank.

2.4 Any terms or conditions of this Supplement may be amended only with the written consent of the Bank and the Customer.

Annex A Terms for UOB Business Internet Banking

In using the Service through UOB Business Internet Banking or BIB, the Customer agrees to enter into the UOB Business Internet Banking Service Agreement separately and agrees to be bound by and comply with the terms and conditions specified therein.

Annex B Terms for Facsimile (for Cheque Express Service only)

The terms under this Annex B shall govern each and all Instructions sent from the Customer to the Bank via facsimile.

1. Each Instruction shall be signed by the authorized persons or representatives of the Customer.
2. The Bank may but is not obliged to obtain confirmation of the Customer's Instruction via telephone at the number given by the Customer. The Customer consents to the Bank recording their telephone conversation as evidence. In sending the Instruction via facsimile, the authorized person in sending the Instruction, facsimile number, and contact number of the Customer shall be as specified in the Attachment for the Facsimile Channel. The Bank will receive the Instruction from the assigned person only.
3. The Customer represents to the Bank that the Customer shall send an Instruction to the Bank via facsimile, and shall ensure that the Instruction or information is duly delivered to the Bank. The failure by the Customer to confirm that Instruction to the Bank in writing shall neither prejudice the validity of that Instruction or information, nor exclude the Customer from any liability arising from that Instruction.
4. The Bank will treat the Instructions sent via facsimile as fully authorized by and binding upon the Customer. The Customer shall compile and deliver the originals of the Instructions sent via facsimile to the Bank as evidence within 30 days from the date of sending these Instructions.
5. If the Bank, acting in good faith, considers it advisable, the Bank may (but is not obliged to) (take any steps in connection with or in reliance upon an Instruction sent to the Bank via facsimile, irrespective of whether that Instruction is related to any money or agreement relating to the Customer or any third party, and notwithstanding any error, misunderstanding, or lack of clarity in the Instruction. In addition, the Bank shall have no duty to examine the source and accuracy of any information, document or evidence. Therefore, the Customer is obliged to take steps according to Law, and shall be responsible any error, false, or incompleteness arising in connection with the Bank executing its Instruction sent via facsimile. The Customer may not claim compensation for any damage from the Bank.
6. Upon being aware of any circumstance or event as a result of which its Instruction becomes invalid or incorrect, or is delivered in an unauthorized manner, Customer shall promptly inform the Bank of such event or circumstance, but this shall be without prejudice to the Customer's responsibility for any Loss or damage incurred to the Bank as a result of that invalid, incorrect, or unauthorized Instruction.
7. The Customer shall indemnify the Bank and hold it harmless from and against any and all Losses, damages, costs, claims, and expenses (including any legal fees and expenses (which the Bank may sustain, suffer, or incur as a result of or pursuant to its Instruction sent via facsimile, irrespective of whether they are caused by omission of any third party, except for Losses or damages caused by the Bank's willful act or gross negligence.
8. The Customer agrees to pay any damages to the Bank within 7 days of the date of receiving notice thereof from the Bank, provided that if there is a *force majeure* event beyond the control of the Customer, the Customer agrees to make payment thereof within 7 days from the end of that *force majeure* event.
9. The Customer agrees and consents to the Bank debiting funds from the Customer's Accounts at the Bank for the purpose of paying any sums owed by the Customer to the Bank if the Customer fails to make payment thereof within the specified period.

Annex C Terms for Letter

The terms under this Annex C shall govern each and every Instruction sent from the Customer to the Bank by means of letters.

1. Each Instruction shall be signed by the authorized persons or representatives of the Customer.

Annex D Terms for Digital Storage Media

The terms under this Annex D shall govern each and every Instruction sent from the Customer to the Bank via digital storage media.

1. Each Instruction shall be stored on a digital storage media which includes, but is not limited to, a computer diskette, USB flash drive, CD, DVD and/or other form of data storage media as the Bank deems appropriate, and shall be accompanied by a written Instruction signed by the authorized persons or representatives of the Customer and be in the form approved by the Bank. The Bank shall have the sole discretion whether to accept and execute that Instruction.

Payroll Service and Internal Funds Transfer Service Supplement

In using the Payroll Service and the Internal Funds Transfer Service, the Customer agrees to be bound by this Payroll Service and Internal Funds Transfer Service Supplement (this "**Supplement**"). This Supplement prescribes the general conditions, rights, obligations, representations, and undertakings between the Bank and the Customer in relation to the use of the Payroll Service and the Internal Funds Transfer Service, and shall be deemed an integral part of the Cash Management Service Agreement and the Cash Management Documents. Unless otherwise defined, the terms defined in the Cash Management 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 Cash Management Agreement are contradictory to, or in conflict with, this Supplement, this Supplement shall prevail.

1. Definitions and interpretation

In this Supplement,

"**Advice**" means advice from the Bank to any person designated by the Customer with respect to the status of the relevant Funds Transfer Service, through a method agreed by the Parties. "**IFT**" means an Internal Funds Transfer (IFT).

"**Debit Date**" means the day on which the Transferred Funds are debited from the Customer's Account, as specified in the Service and Service Charge Details.

"Funds Transfer Instruction" means an Instruction by the Customer, instructing and authorizing the Bank to provide one or more types of the Funds Transfer Service.

"IFT Service" has the meaning given to it under clause 5.

"Minimum Balance" means the balance of the relevant Customer's Account or the designated account (as the case may be) that must be maintained at the end of each Banking Day.

"Payroll Service" has the meaning given to it under clause 4, and consists of payroll without insurance service and/or payroll with insurance service. **"Funds Transfer Service"** means the Payroll Service and the IFT Service.

"Receiving Account" means a bank account that is opened and maintained with any branch of the Bank, and is designated by the Customer as an account that shall receive the Salary Amount and/or the Transferred Funds as specified in the Instruction.

"Required Balance" means the balance of the relevant Customer's Account or the designated account (as the case may be), which shall be debited by the Bank for providing the relevant type of Funds Transfer Service according to an Instruction, which comprises of the requested Transferred Funds and the applicable Service Charges.

"Salary Amount" means each individual amount that the Customer requests for each transfer from a Customer's Account to a Receiving Account as a salary, which shall not be more than an amount as may be determined from time to time by the Bank or the Customer.

"Transaction Date" means the date on which the Customer issues the Instruction for the Bank to provide the relevant Funds Transfer Service. **"Credit Date"** means the day on which the Transferred Funds are credited to the Receiving Account, as specified in the Instruction.

"Transferred Funds" means the amount for which the Customer requests a credit transfer (as specified in the Instruction), which shall not be more than an amount as may be determined from time to time by the Bank or the Customer.

2. Funds Transfer Instruction

For the purpose of utilizing one or more types of Funds Transfer Service provided by the Bank, the Customer shall send an Instruction according to the terms under this clause 2.

- 2.1 The Customer shall send an Instruction to the Bank via the BIB as set out below or other electronic channel as may be determined by the Bank in the Channel Agreement.
- (a) For the Payroll Service, the Customer shall send the Funds Transfer Instruction for the Bank to debit funds from the Customer's Account as designated in the Cash Management Service Agreement, and credit the relevant amounts to the respective employees' accounts according to the Customer's Instruction, by referring to the Fund Transfer Instruction in accordance with the Service and Service Charge Details.
- (b) For the IFT Service, the Customer shall send the Funds Transfer Instruction for the Bank to debit funds from the Customer's Account as designated in the Cash Management Service Agreement, and credit that amount to the relevant Receiving Account according to the Customer's Instruction, by referring to the Fund Transfer Instruction in accordance with the Service and Service Charge Details.
- 2.2 If the Customer does not provide adequate information in its Instruction, or does not comply with the format or procedures as required by the Bank, the Customer shall provide any additional information required by the Bank to complete its Instruction.

3. General terms

- 3.1 The Customer shall ensure the Required Balance is standing to the credit of the Customer's Account to be debited according to the conditions specified in the Service and Service Charge Details.
- 3.2 The Customer can send the Payroll Service and the IFT Instruction to the Bank according to the conditions specified in the Service and Service Charge Details.
- 3.3 The Customer agrees and accepts that an amount corresponding to the total Salary Amounts or the total Transferred Funds shall be debited by the Bank from the relevant Customer's Account (as specified in the Instruction) on the date as specified in the Service and Service Charge Details.
- 3.4 The Customer hereby authorizes the Bank to debit any amount of money from the relevant Customer's Account without any prior notice to the Customer, in order to provide the Payroll Service and the IFT Service in accordance with the relevant Instruction. If the Bank is unable to debit the Salary Amounts or the Transferred Funds from the relevant Customer's Account, the Bank shall not be obliged to provide the Payroll Service or the IFT Service in respect of all of the transfers from the relevant Customer's Account.

4. Payroll Service

- 4.1 Upon receiving the Customer's Instruction for the Bank to provide the Payroll Service, completed in accordance with clause 2, the Bank shall provide the following services (collectively referred to as the **"Payroll Service"**):
 - (a) the debiting of Salary Amounts and Service Charges from the Customer's Account(s);
 - (b) the transfer of the relevant Salary Amounts to the respective Receiving Accounts, to be effective on the date specified in the Instruction for Payroll Service, by referring to the Funds Transfer Instruction in accordance with the Service and Service Charge Details ; and
 - (c) the Customer may send the Instruction for Payroll Service in accordance with the conditions under the Service and Service Charge Details, without limitation on the number and the maximum amount of transactions per day.
- 4.2 If the Customer applies for the payroll with insurance service, the Customer agrees and acknowledges that the Bank merely takes out insurance coverage from an insurance company selected by it. This insurance service is provided by the insurance company in its capacity as an insured, and not by the Bank. The Bank reserves the right to replace the insurance company. The Customer represents that it has duly obtained consent from its employees or is legally entitled to disclose employees' personal data to the Bank in order for the Bank to disclose such personal data to the insurance company for the purpose of providing payroll with insurance service. To the extent permitted by law, the amendment or exception to or under this Cash Management Agreement 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 any product or service in relation to this Cash Management Agreement that impacts on the customers' use of 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 days prior to the effective date of such amendment, unless there may be significant damage to the Bank, such as the suspension or cancellation of credit card use in the event that the Bank detects fraud or 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 increasing credit card limit or cash card, 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.,

5. IFT Service

- 5.1 Upon receiving the Customer's Instruction for the Bank to provide the IFT Service, completed in accordance with clause 2, the Bank shall provide the following services (collectively referred to as the **"IFT Service"**):
 - (a) the debit of Transferred Funds and Service Charges from the Customer's Account and the deposit of such Transferred Funds in the relevant Receiving Account, on the date specified in the IFT Instruction;
 - (b) the appropriate Advice (if applicable);
 - (c) the preparation of a withholding tax certificate (if applicable); and
 - (d) the Customer may send the Instruction for IFT Service, in accordance with the conditions under the Service and Service Charge Details, without limitation on the number and the maximum amount of transactions per day, by referring to the Funds Transfer Instruction in accordance with the Service and Service Charge Details.

Interbank Funds Transfer Service Supplement

In using the Interbank Funds Transfer Service, the Customer agrees to be bound by this Interbank Funds Transfer Service Supplement (this **"Supplement"**). This Supplement prescribes the general conditions, rights, obligations, representations, and undertakings between the Bank and the Customer in relation to the use of the Interbank Funds Transfer Service, and shall be deemed an integral part of the Cash Management Service Agreement and the Cash Management Documents. Unless otherwise defined, the terms defined in the Cash Management 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 Cash Management Agreement are contradictory to, or in conflict with, this Supplement, this Supplement shall prevail.

1. Definitions and interpretation

In this Supplement,

"Advice" means advice from the Bank to any person designated by the Customer with respect to the status of the relevant Funds Transfer Service through a method agreed by the Parties.

"Interbank Funds Transfer Instruction" means an Instruction by the Customer, instructing and authorizing the Bank to provide one or more types of the Funds Transfer Service.

"Transferred Funds" means the amount for which the Customer requests each Credit Transfer (as specified in the Instruction), which, in the case of the SMART Credit Service and PromptPay Service, shall not be more than Baht 2,000,000 or such other amount as may be determined from time to time by the Bank or the Customer.

"Interbank Funds Transfer Service" means the SMART Credit Service / BAHTNET Service / PromptPay Service.

"SMART Credit Service" and **"BAHTNET Service"** and **"PromptPay Service"** mean the following services to be provided by the Bank upon receiving the Customer's Instruction, completed in accordance with clause 2, for the Bank to provide the SMART Credit Service, BAHTNET Service or PromptPay Service (as the case may be):

- (a) the debit of the Transferred Funds from the Customer's Account and the transmission of the Instruction to the Clearing House according to the conditions in the Service and Service Charge Detail, to be effective on the date specified in the Interbank Funds Transfer Instruction ("**Credit Transfer**");
- (b) the preparation of a withholding tax certificate (if applicable); and
- (c) the appropriate Advice (if applicable) (collectively referred to as the **"SMART Credit Service"** or **"BAHTNET Service"** as the case may be).

"Customer's Accounts" means those accounts opened by the Customer with the Bank as detailed in the relevant Service and Service Charge Details, and any accounts to be opened and maintained in the name of the Customer with the Bank after the date of the Cash Management Agreement, and designated by the Customer and the Bank as the Customer's Accounts.

"Designated Account" means the account detailed in the Instruction for the Interbank Funds Transfer Service that is opened and maintained with a financial institution that is a member of the Clearing House, and is designated by the Customer as an account that shall receive the Transferred Funds pursuant to a Credit Transfer, or an account from which the Transferred Funds are debited pursuant to a debit transfer, as specified in the Instruction.

"Receiving Account" means an account that is opened and maintained with a banking branch of any commercial bank in Thailand that is a member of the Clearing House, and is designated by the Customer as the account that shall receive the Transferred Funds as specified in the Instruction.

"Minimum Balance" means the balance of the relevant Customer's Account that must be maintained at the end of each Banking Day.

"Required Balance" means the balance of the relevant Customer's Account that shall be debited by the Bank for providing the SMART Credit Service and/or the BAHTNET Service and/or PromptPay Service, which consists of the requested Transferred Funds and the applicable Service Charges.

"Transaction Date" means the date on which the Customer issues the Instruction for the Bank to provide the SMART Credit Service and/or the BAHTNET Service and/or PromptPay Service as requested by the Customer.

"Credit Date" means the date that the Customer specifies in the relevant Instruction as the date on which the Transferred Funds shall be credited to the Designated Account, as the case may be, provided that the Bank is not responsible for the credit of the Transferred Funds to the Designated Account as its responsibility shall come to an end once the Instruction is transmitted to the Clearing House as requested by the Customer.

"Debit Date" means the date specified in the relevant Service and Service Charge Details as the date on which the Transferred Funds shall be debited from the Customer's Account.

"Clearing House" means the clearing house that facilitates the SMART Credit Service and/or the BAHTNET Service and/or PromptPay Service as requested by the Customer.

2. Funds Transfer Instruction

2.1 The Instructions for the Interbank Funds Transfer Service shall be sent to the Bank via the BIB or other electronic channel as may be determined by the Bank in the Channel Agreement. The Customer shall send the Funds Transfer Instruction for the Bank to debit funds from the Customer's Account designated in the Cash Management Service Agreement, and credit them to the Receiving Account according to the Customer's Instruction, by referring to the Funds Transfer Instruction in accordance with Service and Service Charge Details. If the Customer specifies in the Instruction for the Bank to prepare a withholding tax certificate, the Customer shall provide authorization for the withholding tax certificate in the form and substance prescribed by the Bank.

2.2 If the Customer does not provide adequate information in its Instruction, or does not comply with the format or procedures as required by the Bank, the Bank shall notify the Customer of such problem and the Customer shall provide any additional information required by the Bank to complete its Instruction.

3. General terms

3.1 The Customer shall ensure the Required Balance is standing to the credit of the Customer's Account to be debited according to the conditions specified in the Service and Service Charge Details.

3.2 The Customer can send the Interbank Funds Transfer Instruction to the Bank according to the conditions specified in the Service and Service Charge Details.

3.3 The Customer agrees and accepts that an amount corresponding to the Transferred Funds specified in the Instruction shall be debited by the Bank on the date as specified in the Service and Service Charge Details.

3.4 If a computer system or technological failure prevents the Bank from delivering data related to the relevant Instruction to the Clearing House, the Bank shall immediately notify the Customer. If the Bank is notified by the Clearing House that the Clearing House has not transferred the Transferred Funds according to the Instruction received by it, if that Instruction is for the SMART Service and PromptPay Service, the Bank shall notify the Customer thereof; if that Instruction is for the Funds Transfer Service, the Bank shall deposit such Transferred Funds to the relevant Customer's Account within the Banking Day on which the Bank receives the Transferred Funds back from the Clearing House; and if that Instruction is for the BAHTNET Service, the Bank shall notify the Customer and deposit the Transferred Funds to the relevant Customer's Account within one Banking Day after the Bank receives notice thereof from the Bank of Thailand.

3.5 The Customer agrees and accepts that if the Clearing House ceases to exist for any reason whatsoever, the Bank shall not be obliged to provide the SMART Credit Service, BAHTNET Service or PromptPay Service (as the case may be) to the Customer under this Supplement, and may immediately terminate this Supplement effective from the date and time the Bank notifies the Customer of the Bank's intention to terminate.

3.6 The Customer hereby authorizes the Bank to debit any amount of money from the relevant Customer's Account without any prior notice to the Customer, in order to provide the SMART Credit Service, the BAHTNET Service and PromptPay Service in accordance with the relevant Instruction. If the Bank is unable to debit the Transferred Funds from the relevant Customer's Account, the Bank shall not be obliged to provide the Interbank Funds Transfer Service in respect of all of the transfers from the relevant Customer's Account.

4. SMART Credit Service and PromptPay Service

4.1 The Customer hereby authorizes the Bank to debit any amount of money from the relevant Customer's Account without any prior notice to the Customer, in order to provide the SMART Credit Service and PromptPay Service in accordance with the relevant Instruction. If the Bank is unable to debit the Transferred Funds from the relevant Customer's Account, the Bank shall not be obliged to provide the SMART Credit Service and PromptPay Service in respect of the relevant Customer's Account.

4.2 Incorrect data

(a) If there is a mistake by the Bank in preparing or providing incorrect data to the Clearing House in relation to any Instruction for the SMART Credit Service and/or PromptPay Service, the Bank shall rectify the incorrect data, and debit an additional sum from the Customer's Account or credit the Transferred Funds back to the Customer's Account, as the case may be.

(b) In all cases, the Bank shall not be liable for any Losses resulting from special circumstances or damages resulting from technical difficulties in the Bank's payment system, except where such Losses are the result of wilful acts or gross negligence by the Bank.

(c) The indemnities provided to the Bank under this clause shall be in addition to, and not in derogation of, any other indemnities provided by the Customer to the Bank.

5. BAHTNET Service and PromptPay Service

The Customer shall ensure that the sum representing the aggregate value to be transferred under the relevant Instruction, plus the related Service Charges, is standing to the

Cheque Collection Service and Returned Cheque Notification Service Supplement

In using the Cheque Collection Service and Returned Cheque Notification Service, the Customer agrees to be bound by this Cheque Collection Service Supplement and Returned Cheque Notification Service Supplement (this "**Supplement**"). This Supplement prescribes the general conditions, rights, obligations, representations, and undertakings between the Bank and the Customer in relation to the use of the Cheque Collection Service and Returned Cheque Notification Service, and shall be deemed an integral part of the Cash Management Service Agreement and the Cash Management Documents. Unless otherwise defined, the terms defined in the Cash Management 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 Cash Management Agreement are contradictory to, or in conflict with, this Supplement, this Supplement shall prevail.

1. Cheque Collection Service

1.1 The Customer agrees to compile cheques, drafts, bills of exchange, promissory notes payable to the Customer's account and issued by the issuers, including cashier's cheques, or any similar instruments (collectively referred to as the "**Notes**"), and deposit them at a branch of the Bank. There shall be no limitation on the number of the Notes or the number of the deposits. The Customer shall correctly prepare a "**pay-in slip**" for every deposit according to the Bank's regulation, in order for the Bank to collect payment under the Notes and credit funds to the account designated herein. The Customer shall receive copies of the pay-in slips as evidence of the use of this service. If the Customer wishes to cancel/suspend collection under the Notes, the Customer may give notice thereof only if the Notes are post-dated. The Customer must contact the branch at which the Notes are deposited at least five (5) days before the date specified thereon. When the Bank has collected payment under the Notes according to the Customer's Instruction, the Bank shall report the results thereof through the electronic channel specified herein.

- 1.2 The Customer agrees that the Bank is liable to make payment only if the Bank can collect payment under the Notes. Provided that the Customer has requested the fund guarantee facility, the Bank shall credit the amount equal to the face value of the relevant cheque, but not exceeding the fund guarantee limit (as specified in the Service and Service Charge Details) available to the Customer, into the Customer's Account on the due date of the cheque, or any other date as agreed between the Bank and the Customer.
- 1.3 The Bank may, at its sole discretion, provide the fund guarantee facility to the Customer upon the fulfillment of the following conditions:
 - (a) the Bank agrees to make available to the Customer a credit facility in relation to the fund guarantee for bills for collection (the "**Credit Facility**") in accordance with a facility agreement in the form and substance prescribed by the Bank (the "**Facility Agreement**"); and
 - (b) the Bank has received a duly executed Facility Agreement, including all financing documents, applications, and consents duly executed by the Customer or any person required by the Bank.
- 1.4 If a cheque is not honored by the issuer's bank, the Customer agrees and accepts that an amount corresponding to the face value of the cheque or the fund guarantee amount (as specified in the Service and Service Charge Details) (the "**Fund Guarantee Amount**"), plus the interest at the rate agreed by the Bank and the Customer under the Facility Agreement, and additional fees, all other expenses, including the loss incurred by the Bank, shall be immediately debited by the Bank from the Customer's Account specified herein, or from any account of the Customer with the Bank, upon which the Fund Guarantee Amount shall be deemed fully reimbursed by the Customer to the Bank. If the balance in the Customer's Account is not sufficient for the Bank to debit the amount equal to the Fund Guarantee Amount in full, the Customer shall immediately reimburse that Fund Guarantee Amount, including the interest, fees, and all other expenses to the Bank according to the conditions of the account.
- 1.5 The Customer acknowledges that the service hereunder is provided merely to facilitate the Customer in collecting payment under the Notes. Therefore, if the Customer deposits cash with the Bank's staff without an agreement with the Bank, the Customer shall bear the damage and risks arising therefrom on its own.
2. The Customer shall prepare written information relating to the Notes and any payment instructions for the Bank, or enter such information by any other electronic means in the form prescribed by the Bank. The Bank shall have no duty to verify the payment instructions and/or information reaching the Bank. If the Bank has complied with instructions of the Customers and/or its authorized staff, the execution of these instructions of the Customer shall be lawful in all respects.
3. In all cases where the Notes are dishonored, the Bank shall return them to the Customer after the date the results of the collection thereunder are known to the Bank. However, the fee receipts shall be sent by the Bank after the date of debiting the fees.
4. The Bank shall use its reasonable endeavors to inform the Customer of any loss, delay, and/or error discovered by the Bank within an appropriate time. If the Notes are lost while they are returned to the Customer, the Bank may, but is not obliged to, pursue and return them to the Customer. The Bank shall merely have the duty to notify the Customer of the problem that has arisen.
5. The Customer agrees and accepts that the Bank is not responsible for the inability to provide the service, or any delay or error, as a result of any circumstance beyond its control or an event of *force majeure*, regardless of whether such circumstance can be expected or not, including, but not limited to, riot, sabotage, lockout, strike, natural or man-made disaster, or all kinds of disorder which affect the performance of regular duties of the Bank, the debiting banks, other correspondent banks, messengers, airlines, railway authorities, or freight forwarders, debit of accounts, cheques, bills of exchange, promissory notes, or drafts, accident, fire, flood, explosion, epidemic, loss of contact, stoppage of transportation, communication and/or telecommunication, interruption or repair of computer system and/or equipment, refusal to make payment under the collected Notes for any reasons, or any other unavoidable or uncontrollable causes on the part of the Bank.
6. If the Bank suffers any damage as a result of the provision of this Cheque Collection Service, the Customer agrees to indemnify and hold harmless the Bank, its staff and agents from and against any special, indirect or consequential damage (including, but not limited to, any lost profit or business) as a result of the provision of service hereunder. The Bank shall be obliged to compensate for any damage hereunder only if the damage is directly caused by its gross negligence or dishonesty, provided that the maximum compensation to be paid by the Bank hereunder is Baht 500 (five hundred baht) for a single event or series of events.
7. **Returned Cheque Notification Service**
 - 7.1 The Returned Cheque Notification Service is supplementary to the Bank's Cheque Collection Service, and is provided merely to facilitate the Customer in obtaining preliminary information on the returned cheques. This information shall not constitute a valid confirmation of the return of cheques until the Customer receives the returned cheques from the Bank. The Customer must follow up the outcomes, and collect the returned cheques from the Bank after the date the cheques are dishonored.
 - 7.2 The Bank is not responsible if the information on the returned cheques does not reach the Customer's email, or the email is not received by the Customer for any cause whatsoever.
 - 7.3 The Bank is not responsible for any error in the transmission of information to the Customer's email, for example, the Customer has received notice of a returned cheque via email, but the paying bank subsequently notifies that the payment thereunder can be collected, or the paying bank has informed that payment under a cheque can be collected, but subsequently notified that the cheque is returned unpaid without the Bank's notification thereof to the Customer via email.
 - 7.4 The Customer consents to the Bank disclosing, by notification or via email, any information on the returned cheques to any person who appears to be the owner of the email address as specified by the Customer in the Cash Management Documents.

In using the Balance Reporting Service, the Customer agrees to be bound by this Balance Reporting Service Supplement (this "**Supplement**"). This Supplement prescribes

Balance Reporting Service Supplement

the general conditions, rights, obligations, representations, and undertakings between the Bank and the Customer in relation to the use of the Balance Reporting Service, and shall be deemed an integral part of the Cash Management Service Agreement and the Cash Management Documents. Unless otherwise defined, the terms defined in the Cash Management 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 Cash Management Agreement are contradictory to, or in conflict with, this Supplement, this Supplement shall prevail.

1. Definitions and interpretation

In this Supplement,

"**Balance Reporting Service**" has the meaning given to it under clause 2.

"**UOB Accounts**" means those savings accounts, current accounts, fixed deposit accounts, loan accounts, foreign currency deposit accounts and/or credit cards in the name of the Customer, opened and/or maintained at the Bank.

2. Balance Reporting Service

2.1 The Customer agrees that the Bank shall provide the following services (collectively referred to as the "**Balance Reporting Service**") in accordance with the terms and conditions hereunder.

(a) The Bank shall provide the System for the Customer to access an automated balance reporting service.

(b) If the Balance Reporting Service is provided for the Customer's UOB Accounts, the Bank shall provide the Customer with the ability to:

(i) access and review a summary of the Customer's accounts of the day currently viewed, the day before the day currently viewed, or for the historical period from the System;

(ii) view a comprehensive summation of the balances and transactions of the Customer's UOB Accounts.

(c) The Bank shall permit the Customer to view the balance report in the PDF format and/or printable version.

2.2 The Bank shall not be obliged to provide the Balance Reporting Service if the relevant Customer's Account is cancelled or suspended, or there is telecommunications, electricity, or network error, or other errors in the systems, or force majeure or any other event, preventing the Bank from providing the Balance Reporting Service, except for the Bank's own gross negligence or default, and/or if it becomes unlawful to view the account summary. The Customer agrees and accepts that the Bank shall not be liable for any loss or damage, including any lost profits, increased costs, lost opportunity, or other general or specific damage that the Customer may suffer in any way, directly or indirectly, arising out of or in connection with its failure to provide the Balance Reporting Service as stated above.

2.3 The Customer agrees and accepts that the Bank shall exercise its best endeavors to provide the most current updates on balances and transactions in a timely manner. However, the Customer agrees and accepts that various factors can contribute to unexpected delays. The Bank shall not be liable for any delay, or any action or omission by the Customer or any third party in reliance on the report.

Automated Transfer Service Supplement

In using the Automated Transfer Service, the Customer agrees to be bound by this Automated Transfer Service ("**ATS**") Supplement (this "**Supplement**"). This Supplement prescribes the general conditions, rights, obligations, representations, and undertakings between the Bank and the Customer in relation to the use of the ATS, and shall be deemed an integral part of the Cash Management Service Agreement and the Cash Management Documents. Unless otherwise defined, the terms defined in the Cash Management 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 Cash Management Agreement are contradictory to, or in conflict with, this Supplement, this Supplement shall prevail.

1. Definitions and interpretation

"**Advice**" means advice from the Bank to any person designated by the Customer with respect to the status of the relevant Funds Transfer Service, through a method agreed by the Parties.

"Credit Transfer" has the meaning given to it under clause 3.2(a). "Debit Transfer" has the meaning given to it under clause 3.2(b).

"Funds Transfer Instruction" means an Instruction by the Customer, instructing and authorizing the Bank to provide one or more types of the Funds Transfer Service.

"Transferred Funds" means an amount that the Customer requests for each Credit Transfer and/or Debit Transfer (as specified in the Instruction), which shall not be more than an amount as may be determined from time to time by the Bank or the Customer.

"ATS Service" has the meaning given to it under clause 3.

"Designated Account" means the account that is opened and maintained with any branch of the Bank, and is designated by the Customer as an account that shall receive the Transferred Funds pursuant to a Credit Transfer, or an account from which the Transferred Funds are debited pursuant to a Debit Transfer, as specified in the Instruction.

"Minimum Balance" means the balance of the relevant Customer's Account or the Designated Account (as the case may be) that must be maintained at the end of each Banking Day.

"Required Balance" means the balance of the relevant Customer's Account or the Designated Account (as the case may be), which shall be debited by the Bank for providing the relevant type of Funds Transfer Service according to an Instruction, which comprises of the requested Transferred Funds and the applicable Service Charges.

"Debit Authorization" means any authorization or consent from the payer as the owner of the Designated Account in the form and substance prescribed by the Bank, allowing the Bank to debit funds in such Designated Account and transfer them to the relevant Customer's Account pursuant to an Instruction, without any prior notice to that owner of the Designated Account.

2. Funds Transfer Instruction

For the purpose of utilizing one or more types of Funds Transfer Service provided by the Bank, the Customer shall send an Instruction according to the terms under this clause 2.

2.1 The Customer shall send an Instruction via the BIB for using the ATS Service. The Customer shall send the Instruction to the Bank by referring to the Instruction in accordance with Service and Service Charge Details.

2.2 If the Customer does not provide adequate information in its Instruction, or does not comply with the format or procedures as required by the Bank, the Customer shall provide any additional information required by the Bank to complete its Instruction.

3. ATS Service

3.1 The Customer agrees that the Bank shall provide the ATS Service in accordance with the terms and conditions hereunder.

3.2 Upon receiving the Customer's Instruction for the Bank to provide the ATS Service, completed in accordance with clause 2, the Bank shall provide the following services (collectively referred to as the "ATS Service"):

(a) the debit of Transferred Funds from the Customer's Account and the deposit of such Transferred Funds in the Designated Account (the "Credit Transfer"), to be effective on the date specified in the ATS Instruction;

(b) the debit of Transferred Funds from the Designated Account and the deposit of such Transferred Fund in the Customer's Account (the "Debit Transfer"), to be effective on the date specified in the ATS Instruction;

(c) the appropriate Advice (if applicable); and

(d) the Customer may send the Instruction for ATS Service, in accordance with the conditions under the Service and Service Charge Details, without limitation on the number and the maximum amount of transactions per day.

3.3 With respect to a Credit Transfer under clause 3.2(a):

(a) the Customer hereby authorized the Bank to debit any amount of money from the relevant Customer's Account without any prior notice to the Customer, in order to provide the ATS Service in accordance with the relevant Instruction. If the Bank is unable to debit the Transferred Funds from the relevant Customer's Account, the Bank shall not be obligated to provide the ATS Service in respect to all of the transfers from the relevant Customer's Account;

(b) the Customer shall ensure the sum representing the Required Balance is standing to the credit of the Customer's Account or the Designated Account (as the case may be) to be debited on the date and at the time specified in the Service and Service Charge Details; and

(c) the Customer agrees and accepts that an amount corresponding to the Required Balance shall be debited from the relevant Customer's Account (as specified in the Instruction) according to the conditions specified in the Service and Service Charge Details.

3.4 With respect to a Debit Transfer under clause 3.2(a):

(a) the Customer shall procure the Debit Authorization (in the form and substance prescribed by the Bank, or through any other electronic channel of the Bank, such as ATM) from the owner of the Designated Account, and, in the case of written Debit Authorization, submit it to the Bank no later than fifteen (15) Banking Days before the first transaction related to the debiting of that Designated Account;

(b) the Customer shall ensure that the sum representing the Service Charges is standing to the credit of the Customer's Account on the due date of such Service Charges as specified in the Service and Service Charge Details; and

(c) the Customer acknowledges and accepts that an amount corresponding to the Transferred Funds shall be debited from the Designated Account (as specified in the Instruction). If the Bank is unable to debit the Transferred Funds from the Designated Account, the Bank shall not be obligated to provide the ATS Service in respect to the

Direct Debit Service Supplement

In using the Direct Debit Service, the Customer agrees to be bound by this Direct Debit Service Supplement (this "Supplement"). This Supplement prescribes the general conditions, rights, obligations, representations, and undertakings between the Bank and the Customer in relation to the use of the Direct Debit Service, and shall be deemed an integral part of the Cash Management Service Agreement and the Cash Management Documents. Unless otherwise defined, the terms defined in the Cash Management 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 Cash Management Agreement are contradictory to, or in conflict with, this Supplement, this Supplement shall prevail.

1. Definitions and interpretation

In this Supplement,

"Debit Amount" means the amount that the Customer requests the Bank to debit from a Payer's Account, as specified in the relevant Instruction.

"Direct Debit Service" has the meaning given to it under clause 3.

"Payer's Accounts" means those accounts opened and maintained in the name of the Payer with the Bank, as detailed in the Debit Authorization, and any accounts to be opened and maintained in the name of the Payer with the Bank after the date of the Debit Authorization, and designated by the Payer as the Payer's Accounts to the Customer.

"Payer" means a person who pays or will pay the Debit Amount to the Customer through the Direct Debit Service.

"Required Balance" means the balance of the relevant Payer's Account that shall be debited by the Bank in providing the Direct Debit Service, which consists of the requested Debit Amount by the Customer and the applicable Service Charges.

"Transaction Date" means the date of transfer of the Debit Amount from the relevant Payer's Account to the relevant Customer's Account, according to the relevant Debit Instruction in the form and substance prescribed by the Bank.

"Debit Authorization" means any authorization or consent from the owner of the Designated Account in the form and substance prescribed by the Bank, allowing the Bank to debit funds in such Designated Account and transfer them to the relevant Customer's Account pursuant to an Instruction, without any prior notice to that owner of the Designated Account.

2. Direct Debit Instruction

For the purpose of utilizing one or more types of Direct Debit Service provided by the Bank, the Customer shall send an Instruction according to the terms under this clause 2.

2.1 The Customer shall send an Instruction via the BIB for using the Direct Debit Service. The Customer shall send the Instruction in accordance with the Service and Service Charge Details.

2.2 If the Customer does not provide adequate information in its Instruction, or does not comply with the format or procedures as required by the Bank, the Customer shall provide any additional information required by the Bank to complete its Instruction.

3. Direct Debit Service

3.1 The Customer agrees and consents to the Bank providing the Direct Debit Service in accordance with the Instruction as well as the terms and conditions hereunder.

3.2 Upon receiving the Customer's Instruction for the Bank to provide the Direct Debit Service, completed in accordance with clause 2, the Bank shall provide the following services (collectively referred to as the "Direct Debit Service"):

(a) the debiting of the relevant Debit Amount from each relevant Payer's Account, in accordance with the Instruction;

(b) the transfer of the Debit Amount to the Customer's Account, to be effective on the date specified in the Instruction for Direct Debit Service; and

(c) the Customer may send the Instruction for Direct Debit Service to the Bank in accordance with the conditions under the Service and Service Charge Details, without limitation on the number and the maximum amount of transactions per day.

3.3 With respect to a direct debit under clause 3.2:

- (a) the Customer shall procure the Debit Authorization (in the form and substance prescribed by the Bank, or through any other electronic channel of the Bank, such as ATM) from the owner of the Designated Account, and, in the case of written Debit Authorization, submit it to the Bank no later than fifteen (15) Banking Days before the first transaction related to the debiting of that Designated Account;
- (b) the Customer shall ensure that the sum representing the Service Charges is standing to the credit of the Customer's Account on the due date of such Service Charges as specified in the Service and Service Charge Details; and
- (c) the Customer acknowledges and accepts that an amount corresponding to the designed amount shall be debited from the Payer's Account (as specified in the Instruction). If the Bank is unable to debit the designed amount from the Payer's Account, the Bank shall not be obligated to provide the Direct Debit Service in respect to the relevant Instruction.

International Transfer Service

In using the International Transfer Service via BIB, the Customer agrees to be bound by this International Transfer Service via BIB Supplement (this "**Supplement**"). This Supplement prescribes the general conditions, rights, obligations, representations, and undertakings between the Bank and the Customer in relation to the use of the International Transfer Service via BIB, and shall be deemed an integral part of the Cash Management Service Agreement and the Cash Management Documents. Unless otherwise defined, the terms defined in the Cash Management 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 Cash Management Agreement are contradictory to, or in conflict with, this Supplement, this Supplement shall prevail.

1. This service will be provided subject to the conditions governing date and time, number of transaction per day, maximum transfer amount per day, estimated time to complete the transaction, and the applicable fees and service charges as laid down by the Bank and announced and published at the Bank's branches and website (www.uob.co.th).
2. This funds transfer process is executed on the information given by the Customer on BIB. The Customer represents and undertakes to the Bank that the account numbers and information given to the Bank are true, correct and complete. Processing of funds Transfer based on such information shall be deemed complete and correct and shall, thereby, release the Bank, the Bank's agent and correspondent banks from all liability in connection with this service. The Bank shall transfer funds to the beneficiary in currency set out in the Instruction. However, the currency of payment to the beneficiary shall be subject to the rules, regulations, and bank procedure of the beneficiary's country
3. The Customer acknowledges that funds transfer via BIB is also subjected to the rules and regulations of the Bank, the Bank's agent, and/or correspondent banks, and terms and conditions of UOB Business Internet Banking Service Agreement.
4. The Customer represents and undertakes to the Bank that (a) all supporting documents for the International Transfer Service are true, correct and complete as required by the Foreign Exchange Control regulations of the Bank of Thailand and a purchase and/or exchange of foreign currency are according to the purpose that the Customer informs Bank; (b) all aggregated amount of outward remittance under the name of the Customer within this year shall not exceed the maximum amount stipulated in the Bank of Thailand's and/or Ministry of Finance's regulations; and (c) invoice(s) used as evidence for the International Transfer Service has (have) never been used as evidence for any other transactions before.
5. To the extent permitted by law, the amendment or exception to or under this Cash Management Agreement 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 any product or service in relation to this Cash Management Agreement that impacts on the customers' use of 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 days prior to the effective date of such amendment, unless there may be significant damage to the Bank, such as the suspension or cancellation of credit card use in the event that the Bank detects fraud or 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 increasing credit card limit or cash card, 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.

Liquidity Management Service in the Same Entity Supplement

1. Agreement

- (a) The terms and conditions set out herein (these "**Terms**") (and the attached Application Form, Country Addendum, and Service Schedule) (collectively, this "**Agreement**") is entered into on the date indicated in the Application Form by the customers stated in the Application Form (the "**Customers**") and United Overseas Bank Limited and its specified overseas branches and/or subsidiaries (each a "**UOB Group Bank**", and collectively, "**UOB**"). Pursuant to the Agreement, UOB agrees to provide the Liquidity Management Service (the "**Service**") specified in the Application Form as described in this Agreement, and the Customers agree to comply with all terms and conditions set forth in the Agreement. In this Agreement, if the context requires, UOB refers to (i) the UOB Group Bank with which each Customer applies for the Service and where such UOB Group Bank agrees to provide such Service, or (ii) the UOB Group Bank to which each Customer is or may be indebted or otherwise liable, or (iii) the UOB Group Bank at which any Customer maintains a Participating Account(s).
- (b) In the event of any conflict or inconsistency between any of the provisions of the following documents (as they may be amended from time to time) (i) these Terms and the Country Addendums; and (ii) the Application Form and Service Schedule (collectively, "**Elective Documents**"), the Elective Documents shall prevail, but only to the extent of such conflict or inconsistency. In the event of any conflict between these Terms and the Country Addendums, the latter shall prevail, but only to the extent of such conflict or inconsistency.
- (c) This Agreement supplements any applicable account or deposit mandate or agreement or other agreements applicable to any Participating Account (as defined below) between any Customer and UOB ("**Participating Account Agreement**"), which shall remain in full force and effect and does not constitute a waiver of or otherwise limit any right of UOB thereunder. In the event of any conflict or inconsistency between any of the provisions of this Agreement and the provisions of any such Participating Account Agreement, the provisions of this Agreement shall prevail, provided that the absence in this Agreement of a provision that is in such mandate or agreement shall not be regarded as a conflict or inconsistency.

2. Participating Accounts

- (a) The provision of the Service is dependent upon the balances of the accounts of the Customers being maintained with participating banks, as may be identified in the Elective Documents by the Customer(s). These accounts shall be referred to individually as a "**Participating Account**" and collectively as the "**Participating Accounts**".
- (b) The Participating Accounts may be denominated in any currency acceptable to UOB.
- (c) The Customers maintaining the Participating Accounts shall at all times be related corporations within the meaning of the Singapore Companies Act (Cap. 50 Of Singapore) or other applicable laws.
- (d) The Customers and the Participating Accounts may be modified from time to time in the manner set out in Clauses 4 (*Authority of LMS Agent*) and 5 (*Accession of a New Customer*) below subject always, in each case, to UOB's approval in UOB's sole and absolute discretion.
- (e) Each Customer hereby consents to any of its accounts with any bank, including any Participating Account, being subject to any of the applicable provisions set out in this Agreement, including any of the arrangements set out in the Service Schedule.
- (f) Notwithstanding the Customers' participation in this Agreement and the Service, each Customer shall be responsible for its respective Participating Account(s) and shall comply with any standard account terms and conditions applicable to such Participating Account(s) in its maintenance of such account(s) (including but not limited to the maintenance of any minimum cash balances which may be applicable).

3. The Service

- (a) The Service agreed to be provided by UOB will be specified in the Application Form and described in the Service Schedule attached to the Application Form.
- (b) The Service shall be available only on Business Days. "**Business Day**" means a day on which UOB is generally open for business in each jurisdiction in which the relevant Participating Account(s) under the Service are maintained, subject to participating banks' processing time(s) and operating hours for the Service, except that if the provision of the Service involves any transfer, payment or purchase of a currency, "**Business Day**" shall also mean a day on which banks are generally open for business in the principal financial centre of the country of that currency.
- (c) To facilitate the provision of the Service, UOB shall require one of the Customers to be designated as the "**LMS Agent**".

4. Authority of LMS Agent

- (a) The LMS Agent shall hereby be irrevocably authorised by, and as the lawful attorney for, each of the other Customers for as long as each such other Customer remains bound by any of the provisions of this Agreement, to do any one or more of the following, in the names of, and for and on behalf of, the LMS Agent and each such other Customer:
- (i) to add any one or more related corporations (within the meaning stated in Clause 2(c) above) of the existing Customer(s) (each a "**Proposed Customer**") as parties and as "**Customers**" for the purposes of this Agreement and to add any of such Proposed Customers' account(s) maintained with participating banks as "**Participating Accounts**" for the purposes of this Agreement;
 - (ii) to add or remove any one or more accounts of any of the Customers, (except as may be stipulated otherwise in the Application Form) as "**Participating Accounts**" for the purposes of this Agreement;
 - (iii) to remove any person as "**Customer**" for the purposes of this Agreement;
 - (iv) to negotiate and agree with UOB on any and all amendments to the Agreement, including substitution and replacement of any part of the Agreement; and
 - (v) to sign any document and perform any act as may be necessary, expedient or desirable to give effect to or in pursuance or furtherance of any of the above matters.
- (b) Each Customer (other than the LMS Agent) authorises the LMS Agent to access its data and information related to its account(s) in relation to the Service.
- (c) Each Customer (other than the LMS Agent) shall ratify all acts, things and documents done and executed by the LMS Agent in the name of, and for and on behalf of, such Customer pursuant to Clause 4(a) above. All such acts, things and documents so done or executed by the LMS Agent shall be binding on each of the other Customers.
- (d) The Customers shall jointly and severally indemnify and hold harmless UOB, its directors, officers, employees and agents from and against any and all loss, damage, costs, charges, and/or expenses of whatsoever nature and howsoever arising, including but not limited to legal fees on a full indemnity basis, cost of funding and loss or cost incurred as a result of or arising from any and all acts, things and documents done and executed (or sought or caused to be done and executed) by the LMS Agent in the name of, and for and on behalf of, the Customers pursuant to Clause 4(a) above.
- (e) The Customers undertake to and agree that all acts, things and documents done and executed (or sought or caused to be done and executed) by the LMS Agent in the name of, and for and on behalf of, any one or more Customers pursuant to Clause 4(a) above, shall be:
- (i) carried out using such form(s) as UOB may require or prescribe in its sole and absolute discretion;
 - (ii) carried out in accordance with such procedures as UOB may prescribe in its sole and absolute discretion; and
 - (iii) effective and binding on a continuing basis from the time such act, thing or document is done or executed, including when the duly completed and submitted form as described in clause 4(e)(i) has been processed and approved by UOB, subject always to such terms and conditions as UOB may prescribe, all of the foregoing in UOB's sole and absolute discretion.
- (f) A Customer may withdraw as a party and as a "Customer" from this Agreement, and a Customer may withdraw any of its accounts as a "Participating Account" from this Agreement by notifying UOB in writing, unless disallowed by UOB in UOB's sole and absolute discretion.
- (g) The LMS Agent shall be solely responsible for ensuring that the other Customers are kept informed of all acts, things and documents done and executed by the LMS Agent in the name of, and for and on behalf of, such other Customer pursuant to Clause 4(a) above and UOB's rights under this Agreement shall not be affected by any failure by the LMS Agent to do so.
- (h) The obligations of each Customer under this Clause 4 shall survive the termination of this Agreement.

5. Accession of a New Customer

- (a) For the purposes of Clause 4(a) above, the LMS Agent (for itself and for all other Customers) and each Proposed Customer shall complete, execute and deliver to UOB such form as is described in Clause 4(e)(i), and provide to UOB all such evidence of due authorization thereof or any other documentation as UOB may require.
- (b) A Proposed Customer shall become a party and a Customer under this Agreement if and only with effect from such time as the duly completed, executed and submitted form as described in Clause 4(e)(i) has been processed and approved by UOB ("**New Customer**"), at which point the New Customer shall be bound by the terms of this Agreement and shall become entitled to exercise the same rights and shall assume the same obligations as if it were an original party to this Agreement and the existing Customers shall assume the same obligations in respect of the New Customer as if it were an original party to this Agreement.

6. Personal Data

- (a) Each Customer agrees to comply with all applicable data protection and other laws to the same or similar purpose in all relevant jurisdictions.
- (b) Each Customer agrees to the UOB Privacy Notice (Corporate) (as may be amended from time to time), the terms of which are incorporated by reference into this Agreement. The Customer represents, undertakes and warrants that it shall comply with its obligations under the UOB Privacy Notice (Corporate).
- (c) Without prejudice to the foregoing sub-clauses, each Customer shall not do anything and not omit to do anything that will cause UOB to be in breach of any applicable data protection law.
- (d) Notwithstanding anything to the contrary, each Customer undertakes to indemnify and at all times hereafter to keep UOB (together with their respective officers, employees and agents) (each an "**Injured Party**") indemnified against any and all Losses which may be suffered or incurred by the Injured Party or asserted against the Injured Party by any person or entity (including but not limited to each Customer and/or its agents) whatsoever, in respect of any matter or event whatsoever arising out of, in the course of, by reason of or in respect of:
- (i) any breach of any of the provisions in this Clause 6; and/or
 - (ii) any action or omission by the Customer, that causes UOB be in breach of any applicable data protection law

7. Disclosure

Without prejudice to UOB's rights of disclosure under any applicable law and under this Agreement, each Customer agrees and consents to UOB, its officials, employees, agents or any other persons who by reason of their capacity or office have access to UOB's records, correspondence or any material relating to the Customer or the Participating Account(s), disclosing any and all information whatsoever (including personal data) or documents relating to the Customer, any officers, employees, agents or any other authorised persons of the Customer, the account information and all other relevant particulars of the Participating Account(s) to any person for any purpose in pursuance of the transactions contemplated in this Agreement, or for any other purpose which UOB considers appropriate, necessary, expedient or desirable, or towards compliance with law, regulations, guidelines, directives and/or such other requirements of regulatory authorities including but not limited to any UOB Group Banks and their representative offices, agencies, affiliated, related and/or associated companies (including their respective officers, employees, agents, auditors and/or advisers) wherever situated.

8. Customer Warranties

The Customers hereby represent, warrant and undertake that throughout the duration of this Agreement:

- (a) each Customer is a corporation duly organised and validly existing under the laws of the country of its incorporation and is a legal entity capable of suing or being sued and that the provisions of this Agreement are enforceable against it in accordance with its terms;
- (b) the execution, delivery and performance by each Customer of this Agreement has been duly authorised by all necessary corporate action and does not violate any provision of law applicable to it or result in the breach of, or require any consent under, any agreement or instruction to which it is a party or by which it or its assets may be bound or affected;
- (c) each Customer has all authorisations, consents, licences or approvals required to accept and agree to this Agreement;
- (d) each Customer is related to all the other Customers within the meaning set out in Clause 2(c) above
- (e) each Customer's entry into this Agreement, and its continued participation in the Service, is to its benefit, in its legitimate corporate interests and effective against it under all applicable laws;
- (f) each Customer will not do or permit any act which would make any Participating Account a special or restricted account or subject it to a lien or other encumbrance (except in favour of UOB);
- (g) each Customer is the sole legal and beneficial owner of each of its Participating Accounts; it will at all times maintain complete and exclusive control of its Participating Account(s) (save as otherwise provided in this Agreement) and, save for the arrangements herein contemplated or other arrangements with UOB, no other person shall have any interest in, or any rights in any encumbrance upon, any of its Participating Accounts;
- (h) to the best of each Customer's knowledge, no event of default as described under Clause 13 of this Agreement in respect of any Customer has occurred and there is no event or circumstance which would or could lead to the occurrence of any event of default described under Clause 13 of this Agreement in respect of any Customer; and
- (i) that each Customer will immediately (and in any case, not later than 24 hours) notify UOB of any possible intention on its part and/or its knowledge of any possible intent on the part of any of its creditors to commence any application to wind it up, to place it under judicial management or receivership and/or to subject it to an administration order, any possible intention on its part to enter into any composition or arrangement with its creditors, and/or upon it becoming aware that it is unable to pay its debts as they fall due and/or if its current liabilities exceeds its current assets.

9. UOB Standard of Care

- (a) In addition and without prejudice to any other right or remedy which UOB may have (under this Agreement, at law or otherwise), so long as UOB acts in good faith, it shall not be liable to the Customers in any respect for any loss, damage, costs, charges, and/or expenses suffered by the Customers howsoever caused or occurring. UOB shall only be liable to the Customers if it has been grossly negligent or in wilful misconduct provided that in no event shall it be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits).

- (b) If UOB is unable to perform any of UOB's obligations under this Agreement, or carry out any operations or provide the Service due to any reason beyond UOB's control, including (but not limited to):
 - (i) fire, earthquake, flood, epidemic, natural disaster, riot, civil disturbances, industrial disputes, acts of terrorism, embargo, war (declared or undeclared), act of God;
 - (ii) any failure or disruption to telecommunications, internet, electricity, water, fuel supply;
 - (iii) any circumstance in the nature of a force majeure (an unforeseeable event that prevents UOB from performing its obligations under this Agreement); or
 - (iv) any demands, requests or other requirements of any government authority,
 UOB shall not be liable for any delay or failure of performance or for any inconvenience, loss, injury or damages suffered or incurred by the Customer(s) directly or indirectly as a result thereof.

10. Customer Indemnity

The Customers shall indemnify and hold harmless UOB, and all of its respective directors, officers, employees and agents from and against any and all loss, damage, costs, charges, and/or expenses of whatsoever nature and howsoever arising, including but not limited to legal fees on a full indemnity basis, cost of funding and loss or cost incurred as a result of or arising from:

- (a) any action, omission or other conduct of any of the Customers;
- (b) any failure by any of the Customers to comply with the terms of this Agreement (including but not limited to a breach by the Customers of any representation, warranty or undertaking given by any of the Customers to UOB under this Agreement); or
- (c) any change in the relevant or applicable statutes, laws, rules, regulations, directives and circulars (whether of governmental bodies or authorities or self-regulatory organizations in relation to which UOB is a member, or otherwise).
- (d) any claim by any third parties against UOB in connection with its provision of the Service.

This Clause shall survive the termination of this Agreement.

11. Term of Agreement and Termination

- (a) This Agreement shall be effective on the date as notified by UOB to the LMS Agent as regards the specified Service .
- (b) This Agreement shall continue in full force and effect until terminated by either UOB or any of the Customers by giving to the other parties not less than 30 days' prior written notice or as separately agreed in writing between UOB or any of the Customers. For avoidance of doubt, no termination shall take effect during the course of a Business Day.
- (c) Notwithstanding Clause 11(b) above, UOB may terminate this Agreement immediately if one of the following occurs:
 - (i) any of the Customers fails to comply with any of its obligations under this Agreement;
 - (ii) any representation or warranty made in connection with this Agreement shall be or becomes incorrect or misleading;
 - (iii) UOB is of the opinion that the financial condition of any of the Customers has materially or adversely changed since the date of this Agreement;
 - (iv) the occurrence at any time of an event of default as described under Clause 13 of this Agreement in respect of any Customer;
 - (v) the continued performance of this Agreement by any party is prevented or substantially interfered with for any reason whatsoever (whether or not within its control) including without limitation by reason of any regulation, law, decree or any act of state or other action of government.
 Provided in the event that any of the Customers is the subject of a winding up application presented, an order made, or a resolution passed, to wind up any of the Customers, or to take any similar or analogous action in respect of any of the Customers, this Agreement shall, unless waived by UOB, automatically terminate with effect from the date of such winding up application, order or resolution, as the case may be.
- (d) Notwithstanding the termination of this Agreement, this Agreement shall continue in full force and effect as to all uncompleted transactions commenced by UOB prior to termination, and this Agreement shall continue to govern all rights and liabilities arising under the Service prior to such termination.
- (e) Upon termination of this Agreement, the provisions of any other agreement(s) governing the Participating Accounts will continue to apply.

12. UOB Not Obligated to Extend Credit to Customers

The Customers acknowledge that the Service provided under this Agreement is/are not intended to operate as a credit facility of UOB to the Customers on a net basis. In particular, UOB shall not be obligated under this Agreement to permit any of the Participating Accounts to enter or remain in a negative net balance position or an overdraft position, except as agreed between the parties in advance.

13. Insolvency

The occurrence at any time with respect to a Customer any of the following events constitutes an event of default with respect to such Customer:

- (a) the Customer is dissolved;
- (b) the Customer becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (c) the Customer makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) the Customer institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or an originating summons is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;
- (e) the Customer has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or an originating summons is presented for its winding-up or liquidation, and such proceeding or originating summons is instituted or presented by a person or entity not described in (d) above and either (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof;
- (f) the Customer has a resolution passed for its dissolution, winding-up, official management or liquidation;
- (g) the Customer seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, judicial manager or other similar official for it or for all or substantially all its assets;
- (h) the Customer has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter;
- (i) the Customer causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified under (a) to (h) above; or
- (j) the Customer takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

14. Fees and Charges

- (a) The Customer shall pay UOB all its fees, commissions and other charges at such rates and in such manner as UOB may impose and stipulate from time to time with respect to the provision of the Service.
- (b) UOB shall be entitled to debit without prior notice any account at any time in respect of any fees, commissions or other sums due or payable by the Customer to it.

15. Customer's Responsibilities for Taxes

- (a) The Customers acknowledge that they are responsible for any income, withholding or other taxes or duties, imposed upon them by any jurisdiction, and hereby agree to reimburse UOB for its payment of any such taxes or duties, or related interest or penalty on their behalf.
- (b) All payments made by the Customers to UOB shall be in free and clear funds and free of deductions or withholdings. If the Customers are obliged by law to make such deduction, the Customers shall pay to UOB such greater amount which after deduction shall ensure that the net amount actually received by UOB will equal the amount which would have been received by UOB had no such deduction been required.
- (c) The Customers represent that they have taken independent legal, tax, financial and other advice in relation to the Service and in entering into this Agreement, are not relying and will not rely upon any advice given by UOB in relation to the same.

16. Recourse of Customers

- (a) Each Customer waives any right it may have of first requiring UOB to proceed against or enforce any other rights or security of or claim payment from any other Customer or any other person before claiming from the Customer under this Agreement.
- (b) Until all amounts owing (whether actually or contingently) to UOB by the Customers have been irrevocably and unconditionally paid in full, no Customer shall (unless UOB otherwise agrees in writing):
 - (i) claim, rank, prove or vote as a creditor of another Customer in competition with UOB;
 - (ii) receive or claim any amount or security from another Customer; or
 - (iii) exercise any right of set-off against another Customer.

17. Amendments to Agreement

UOB may amend, vary or supplement any terms or conditions of this Agreement by giving notice thereof to the Customer(s) by any means UOB deems fit, and any such amendment, variation or supplement shall take effect as between the Customer(s) and UOB as from the date specified in such notice or in the absence thereof as from the date of such notice.

18. Notices

- 18.1 All instructions, notices, requests and other communications to UOB required under this Agreement shall be delivered in writing by first class mail or by hand delivery only and shall be delivered to UOB at the specified address(es). If specifically permitted by UOB in writing, certain of such communications may be permitted to be sent to UOB at the e-mail address or facsimile number as agreed between UOB and the Customers in writing, subject to the following conditions:
- UOB shall not be required to act on any communications sent by e-mail or facsimile unless they are sent from an e-mail address or facsimile number agreed between UOB and the Customers in writing;
 - UOB will not be responsible for any costs, damages, demands or expenses that the Customers may incur due to UOB's acting or failing to act upon the foregoing communications;
 - UOB will not in any event be liable for any special, incidental, consequential or indirect damages, or for loss of profit in connection with UOB acting or not acting on such communications; and
 - The Customers shall indemnify and save UOB harmless from any liabilities, loss, claims, damages, demands, costs and expenses that UOB incurs or suffers (other than due to its gross negligence or willful misconduct), including among other things all legal fees and expenses on a full indemnity basis arising from UOB acting, or declining to act, on any of the foregoing communications. This indemnity is in addition to any other indemnity or assurance against loss provided by the Customers to UOB.
- 18.2 All notices, demands, requests and communications from UOB to any Customer may be sent by mail, hand delivery, facsimile or e-mail to that Customer's or the LMS Agent's last known address(es), facsimile number or e-mail address in UOB's records or as stated in any communication purportedly issued by that Customer or LMS Agent, as the case may be, or in such other manner as UOB deems fit. In addition to the foregoing:
- The Customer(s), including the LMS Agent, must notify UOB in writing immediately upon any change in the Customer(s)' address(es), facsimile number or e-mail address or any other particulars as required by UOB from time to time;
 - UOB's rights under this Agreement are not to be affected by any failure on the Customer(s)' part to notify UOB of any change in the Customer(s)' address(es), facsimile number, e-mail address or any other particulars as required by UOB from time to time.

19. Confidential Information

This Agreement, including the structure of the Service and the related fees schedules, represents confidential and proprietary information of UOB. The Customers jointly and severally agree that they will not, without the prior written consent of UOB, disclose or transmit such information to any persons other than their directors, officers, employees, agents, representatives or advisers (including legal counsel and auditors) and then only to the extent necessary for the purposes of this Agreement, regulators, or pursuant to any judicial or governmental order. This Clause shall survive termination of this Agreement.

20. Choice of Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction specified in the Application Form. The parties submit to the non-exclusive jurisdiction of the courts of the jurisdiction specified in the Application Form. Nothing in this clause shall limit the right of UOB to bring proceedings in the courts of any jurisdiction or to take concurrent proceedings in more than one jurisdiction. The Customers submit to the non-exclusive jurisdiction of the courts of such jurisdiction or jurisdictions. Service of process may be effected in any manner permitted for communications hereunder or by any applicable law save that UOB does not accept any service of process by telephone, email or facsimile.

21. No Waiver of Rights

Except for revisions and amendments as specifically provided under this Agreement, a party's forbearance or deviation, whether intentional or unintentional, in the enforcement of any obligation or right under the terms of this Agreement shall not constitute an amendment of this Agreement and no such deviation or forbearance shall constitute a waiver of any right or obligation on the part of any party. Any party's waiver of any provision of this Agreement shall not constitute a waiver of such party's rights under that provision in the future or of any other right.

22. Miscellaneous

- This Agreement is the entire agreement of the parties in relation to the Service, and supersedes all prior discussions, representations and promises between the parties.
- The headings in this Agreement are for convenience only and shall not be used for construction or interpretation of any provisions hereof.
- In this Agreement, unless the context otherwise requires, words in the singular number shall include the plural number, and vice versa.
- These terms and conditions shall be binding on UOB and the Customers and their respective successors in title and assigns. These terms shall also continue to be binding on the Customers notwithstanding any change in the name or constitution of UOB, or the consolidation or amalgamation of UOB or any of the Customers into or with any other entity (in which case the terms shall be binding on the successor entity).
- None of the Customers may assign its rights hereunder or under any account subject to the terms of this Agreement without the express prior written consent of UOB.
- If any of the terms in this Agreement is or becomes illegal, invalid or unenforceable, the same shall not affect the legality, validity or enforceability of any other term or this Agreement generally.
- Any reference to a statutory provision shall include such provision as from time to time modified, amended, consolidated or re-enacted so far as such modification, amendment, consolidation or re-enactment applies or is capable of applying to any transaction entered into hereunder.
- The rights and remedies of UOB under this Agreement are cumulative and are without prejudice and in addition to any rights and remedies which UOB may have at law or in equity, and no exercise by UOB of any one right or remedy under this Agreement, at law or in equity, shall (save to the extent, if any, provided expressly in this Agreement, or at law or in equity) operate to hinder or prevent the exercise of any other right or remedy by UOB.
- Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement has no right to enforce any terms of this Agreement.
- Any reference to a "person" includes any individual, company, corporation, firm, partnership, joint venture, association (incorporated or otherwise), organisation, trust, state or agency of a state or other entity, whether or not having separate legal personality

UOB DOMESTIC AND CROSS BORDER CASH SWEEP SERVICE SCHEDULE

1. The Service

- The UOB Domestic and Cross Border Cash Sweep Service (the "Service") involves the transfer of credit balances between the Participating Accounts maintained with UOB specified in the Application Form appended to this Service Schedule. All capitalised words and expressions (if not defined herein) shall have the meaning respectively given to them in the UOB Liquidity Management Services Agreement ("Terms") or in the Application Form. Pursuant to this Service Schedule, UOB agrees to provide this Service as described in this Service Schedule and the Customer(s) agree to comply with the terms and conditions as set forth in this Service Schedule. For avoidance of doubt, the UOB Domestic Cash Sweep Service as described in this Service Schedule shall not apply to Participating Accounts in the People's Republic of China ("PRC").
- The Service may be provided on a domestic or a cross border basis in accordance with the sweep structures and in relation to the Participating Accounts specified in the Application Form(s). Each sweep structure agreed to be provided by UOB to the Customer(s) pursuant to the Service shall be set out in one Application Form per sweep structure. In each sweep structure, the Service may be provided in any one of the following methods:
 - transfer of credit balances between Participating Accounts in one country only (excluding PRC) ("Domestic Cash Sweep"); or
 - transfer of credit balances between Participating Accounts in more than one country ("Cross Border Cash Sweep").
- Each Participating Account shall be designated in each relevant Application Form as either a "Primary Account" or "Secondary Account", under the specific sweep structure to which the relevant Application Form relates.
- In each sweep structure, the Service may be effected in either of the following methods:
 - One-way Sweep
This involves either the transferring of credit balances from the Secondary Account(s) to the Primary Account(s) or from the Primary Account(s) to the Secondary Account(s), but not both ways.
 - Two-way Sweep
This involves the transferring of credit balances from the Primary Account(s) to the Secondary Account(s) and vice versa.
- The method by which the Service is to be effected for each sweep structure shall be as specified in the relevant Application Form. Any transfer(s) from any Participating Account(s) shall be subject to the maintenance of such minimum cash balance, if any, in the Participating Account as may be required by the account opening terms and conditions of the Participating Account, or as specified in the relevant Application Form ("Minimum Cash Balance").
- The Customers hereby authorise UOB to do any act as may be necessary, desirable or expedient in UOB's provision of the Service, including but not limited to the debiting and crediting of the Participating Accounts. UOB will determine the balance in each of the Participating Accounts for the purpose of effecting the debits and credits and UOB shall have no liability in the event that any funds are credited or debited to or from any Participating Account after UOB has determined such balance, including but not limited to when UOB determines there are insufficient funds in any Participating Accounts to make any transfers, debits or credits in accordance with the sweep structure as specified in the relevant Application Form.
- UOB shall not be under any obligation to comply with a request or instruction hereunder or to act in accordance with any sweep structure if to do so would or might infringe any of UOB's policies or any law or regulation (which shall include any direction or request (whether or not having the force of law) of any

regulatory authority in any jurisdiction) or any court order to which any entity within UOB is subject, or if to do so would result in the balance in a Participating Account falling below zero, or, if applicable, the Minimum Cash Balance, or, if applicable, exceeding the limit of any borrowing limit separately agreed between UOB and any Customer.

- (h) The Primary Account(s) shall at all times remain in credit, or remain within any overdraft limit granted by UOB by separate agreement. The Service will only be performed on the relevant Business Day provided that the balance in the Primary Account(s) permits it.
- (i) For Domestic Cash Sweep only, UOB may agree in the relevant Application Form, but shall not be obliged to offer the Group Available Balance Feature ("**GAB Feature**") to the Customers under which there are insufficient funds in a Participating Account to meet any amount of withdrawal ("**Shortfall**"), UOB may in its sole and absolute discretion nevertheless debit the aforesaid Participating Account to meet such Shortfall provided that the net aggregated funds (including any applicable overdraft limits but excluding any applicable earmarked amounts and float amounts) in all other Participating Accounts within that sweep structure is sufficient to meet such Shortfall.
- For avoidance of doubt, the sweeping of funds to cover such Shortfall shall take place at the end of the business day between Primary Accounts and Secondary Accounts and not between Secondary Accounts.
- The Customers agree to jointly and severally indemnify UOB from any loss suffered or incurred by UOB and hold harmless UOB from any loss suffered or incurred by the Customers in connection with any deficit balance or insufficient funds to meet any Customer's own withdrawals or transfers resulting from any Participating Account that has been debited to meet any Shortfall.

2. Set-Off of Account Liabilities

- (a) Each Customer jointly and severally, irrevocably and unconditionally guarantees to pay UOB, as principal obligor and not merely as surety, immediately upon demand by UOB, the amount of any debit balance in any Participating Account, in whole or in part and, to pay all such other Customer's Liabilities for the time being due, owing or incurred by such other Customer to UOB.
- "**Liabilities**" means, in relation to each Customer, all present and future obligations and liabilities of that Customer to UOB arising in connection with the Participating Accounts, whether:
- (j) arising under or on account of any facility provided by UOB to that Customer including all debit balances on that Customer's Participating Accounts; or
- (ii) arising under this Agreement, including in particular (without limitation) the guarantee and indemnity obligations contemplated in this Clause 2; and all expenses incurred by UOB in connection with seeking to recover any of the above on a full indemnity basis. This Clause shall survive the termination of the Service provided under this Schedule.
- (b) As a separate and independent undertaking, each Customer further authorises UOB to set-off such sum against any one or more other Participating Accounts, in each case without prejudice to the liability of any such other Customer. UOB may, at any time and from time to time, in its sole and absolute discretion and without notice to the Customers, recover any overdraft in any Participating Account, in whole or in part, by setting off such sum against any other Participating Accounts.
- (c) UOB and the Customers agree that on the occurrence of any of the following events: (i) any default by any of the Customers in complying with its obligations under this Agreement; (ii) an event of default with respect to a Customer under Clause 13 of the Terms; or (iii) the termination of this Agreement, the positions across the Participating Accounts are to be settled on a net basis.
- (d) Notwithstanding anything to the contrary in any standard terms applicable to the Participating Accounts, UOB and the Customers further agree that, subject to any applicable law, regulation, order or directive of any court, governmental or regulatory authority, in the event that:
- (i) any of the Customers is the subject of an application, resolution or court order for its winding up, judicial management or dissolution ("**Relevant Customer**"), and the Relevant Customer has in any of its Participating Accounts a credit balance at the time of such application, resolution or order, any debit balance(s) or overdraft(s) existing in any other Participating Account shall be due and payable immediately to UOB by the Relevant Customer, and UOB may immediately recover any such debit balance(s) or overdraft(s) in any other Participating Account, in whole or in part, by setting off such sum against the credit balance(s) of the Relevant Customer's Participating Account(s) without notice.
- (ii) any Participating Account is subject to a garnishee order, injunction order or a receiver is appointed over any Participating Account ("**Relevant Participating Account**"), and the Relevant Participating Account has a credit balance at the time of such order or appointment, any debit balance(s) or overdraft(s) existing in any other Participating Accounts shall be due and payable immediately to UOB by the Customer which is the account holder of the Relevant Participating Account, and UOB may immediately recover any such debit balance(s) or overdraft(s) in any other Participating Account, in whole or in part, by setting off such sum against the credit balance of the Relevant Participating Account without notice.
- (e) The Customers' liabilities and obligations under this Agreement shall remain in full force and effect for a period of six (6) months from the date such debit balance is paid to UOB by the Relevant Customer in accordance with Clause 2(d). If any such payment is, through the operation of applicable law or judgment of a competent court, subsequently avoided or proved or held to be invalid or for any reason is or has to be refunded by UOB, this clause shall be construed as if such payment had never been made and the Customers' liabilities and obligations under this Agreement shall accordingly remain in full force and effect.
- (f) The liability of each Customer and UOB's right of set-off as against each Customer shall continue to apply to each Customer until such time as UOB consents in writing to the Customer ceasing to be a party to this Agreement.
- (g) For the avoidance of doubt, nothing in this Agreement shall give UOB any security or other proprietary interest in any Participating Account.
- (h) This Clause 2 shall survive the termination of this Agreement.

UOB LIQUIDITY MANAGEMENT SERVICES AGREEMENT

COUNTRY ADDENDUM (Thailand)

The provisions in this Country Addendum (Thailand) ("**Country Addendum**") shall apply to the Service provided by UOB to which the UOB Liquidity Management Services Agreement ("**Terms**") applies, to the extent that any of the Participating Accounts to which the Service relates is a Participating Account maintained in Thailand. The terms and conditions in this Country Addendum are intended to be read in conjunction with and as supplementary to the Terms. Any terms or phrases used in this Country Addendum, which are defined in the Terms, shall have the meanings ascribed to them in the Terms. In the event of any conflict between the terms in this Country Addendum and those set out in the Terms, the former shall prevail, but only to extent of such conflict or inconsistency.

I. The following amendments shall be made to the Terms:

1. The following word shall have the meaning set out hereunder unless the context otherwise requires:
- "**Normal Fund Sweep Service**" means another sweep service from the Service provided under the Terms which the Bank normally offers to the customer through the branch.
2. The following shall be inserted as Clause 2(g) of the Terms:
- "2(g) In the event that the Participating Account(s) has been linked to Normal Fund Sweep Service, the Customer consents and allows the Bank to terminate Normal Fund Sweep Service without prior written notice to the Customer before providing the Service under the Terms to the Customer."
- Clause 6(b) of the Terms shall be deleted in its entirety.
3. Clause 7 (Disclosure) of the Terms shall be deleted in its entirety and replaced by the following:
4. 7. Collection, Usage and Disclosure of Information

If UOB collects, uses and/or discloses any information which relates to or is regarded as personal data under the applicable personal data protection laws including the Personal Data Protection Act B.E. 2562 (2019), as amended from time to time (collectively the "**Personal Data Protection Laws**"), UOB shall adhere to the Personal Data Protection Laws governing the collection, use, disclosure, access, correction, maintenance and protection of such personal data, as well as the Bank's Privacy Notice.

For the purpose of this Clause, **the Bank's Privacy Notice** means the document, provided and/or announced by UOB from time to time in connection with the Personal Data Protection Laws to the relevant individuals, that designates all means and rationales for UOB to collect, use, disclose and manage the individuals' personal data, and shall be deemed an integral part of this Agreement.

To the extent permitted by the applicable laws, the disclosure of personal data, information of credit/service, history, status, electronic information and any other information relating to the Customer(s) shall be made to the UOB's parent company, associated companies, subsidiary companies, group companies, affiliated companies and/or 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 UOB's services, or for the benefit of debt collection, auditors, appraisers and professional advisors of any of those entities, security providers, guarantors, mortgagors, pledgors (if any of those persons is a third party), assignee, governmental authorities and regulatory bodies having authority over the UOB, or any person who has a legal relationship with UOB to the extent necessary for the performance of UOB's obligations under this Agreement, including for the purpose of analysis or consideration for granting a credit facility, debt restructuring, renewal or review of any available credit facility, processing of credit information, digital verification of individuals' identity, business operation, any provision of services in order for UOB to equitably and continually provide services to the customer or for any other purposes permitted by law. Notwithstanding the foregoing, the Customer(s) agrees and consents that UOB shall be entitled, to the extent permitted by law, to maintain, collect, use, disclose to any third party (either domestically and/or internationally) and access the Customer's data which is not regarded as personal data under the Personal Data Protection Laws, as UOB deems appropriate.

The Bank's Privacy Notice, the provision of this clause and such other provisions in this Agreement of which their respective nature is intended to continue post-termination, shall survive any termination or expiration of this Agreement or any services, financial services provided by or to UOB or credit facilities provided by UOB including any agreements or arrangements relating thereto.

5. Clause 17 (Amendments to Agreement) of the Terms shall be deleted in its entirety and replaced by the following:

"17. Amendments to Agreement

To the extent permitted by law, the amendment or exception to or under this Agreement shall not be made without the UOB's prior written consent.

However, in the event that there is an amendment to the terms and conditions of any product or service in relation to this Agreement that impacts on the Customers' use of 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, UOB shall communicate to or notify the Customer(s) of the material information of such amendment not less than 30 days prior to the effective date of such amendment, unless there may be significant damage to UOB, such as the suspension or cancellation of credit card use in the event that UOB detects fraud or where the Customer(s) defaults on the debt or fails to comply with the terms and conditions of using the financial services, UOB shall be entitled to only notify such actions to the Customer(s) 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 UOB 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(s), materially causing disadvantageous or increase burdens to the Customer(s) such as increasing credit card limit or cash card, changing method of notification, the delivery of information and documents from the original format to the electronic data format, the Customer(s), has the right to give consent or deny such changes. In the event that the Customer(s) wishes to change such conditions, The Customer(s) shall give consent for the change within the period and formats as specified by UOB.

6. Subsection (e) of clause 22 (Miscellaneous) of the Terms shall be deleted in its entirety and replaced by the following:

"(e)None of the Customers may assign, novate or otherwise transfer any of its rights and/or obligations under the Agreement without the prior written consent of UOB. The rights of the Customer in respect of all or any part of a credit balance on any account shall be incapable of being assigned, charged or otherwise disposed of to any other person (other than UOB) nor is any such interest capable of being held by the Customer as agent or trustee, or otherwise in a fiduciary capacity, for another person."

7. The following shall be added as clause 23 of the Terms:

"23. Financial Crime

Notwithstanding any terms and conditions provided hereunder, UOB shall be entitled to take all actions UOB considers appropriate in order for UOB to meet any obligation or requirement, either in Thailand or elsewhere, in connection with the detection, investigation and prevention of financial crime including fraud, money laundering, terrorism financing, bribery, corruption, or tax evasion or the enforcement of any economic or trade sanction ("**Financial Crime**").

Each Customer understands and agrees that if any activities, conduct or circumstances it is involved in (directly or indirectly) may, in the sole and absolute discretion of UOB, expose UOB to legal or reputational risk, or actual or potential regulatory or enforcement actions, UOB shall at any time, without giving any reason or notice to the Customer, have the right to immediately:-

- (a) terminate all contractual relationships the Customer has with UOB; and
- (b) make reports and take such other actions as UOB may deem appropriate.

Each Customer undertakes that it will not initiate, engage in or effect a transaction (directly or indirectly) that may involve Financial Crime and agree to hold UOB harmless, indemnify UOB and keep UOB indemnified from and against any and all liabilities, claims, obligations, losses, damages, penalties, actions, judgments, suits, costs (including, but not limited to, legal costs on a full indemnity basis), expenses and disbursements of any kind whatsoever which UOB may suffer or incur in connection with or arising from any breach by the Customer of this undertaking."

8. The following shall be added as clause 24 of the Terms:

"24. Rights to Deduct Proceeds from an Account/Set-off

To the extent permitted by law, if the Customer(s) is in default/fails to perform any of its obligations under this Agreement or any other agreement entered into between the Customer(s) and UOB and/or UOB is entitled to demand the Customer to repay the outstanding debts under this Agreement, the Customer(s) agrees that UOB is immediately entitled to deduct any sum that the Customer(s) deposited with UOB from any type of deposit accounts and any branch without considering whether the debt is due and payable or whether deposit sum is due for redemption, including the Customer's participated portion in the Customer's joint-account, for payment of all types of expenses, insurance premiums, fees, penalties, interests, or principal amount of all outstanding debts and without having to serve a prior notice to or obtaining consent from the Customer(s). UOB will notify such actions to the Customer(s) after such actions within a reasonable period of time.

Bill Payment Service

In using the Bill Payment Service, the Customer agrees to be bound by this Bill Payment Service Supplement (this "**Supplement**"). This Supplement prescribes the general conditions, rights, obligations, representations, and undertakings between the Bank and the Customer in relation to the use of the Bill Payment Service, and shall be deemed an integral part of the Cash Management Service Agreement and the Cash Management Documents. Unless otherwise defined, the terms defined in the Cash Management 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 Cash Management Agreement are contradictory to, or in conflict with, this Supplement, this Supplement shall prevail.

The Applicant, who has registered Bill Payment service, wishes to request a service from the Bank to accommodate customers of the Applicant (hereinafter referred to as "**Payer**") who then can pay for products, services, debts, and/or obligations to the Applicant by using a 15-digit receivables reference number which consists of a 13-digit taxpayer identification number/juristic person registration number and a 2-digit reference number (hereinafter referred to as "**Biller ID**") for payment as specified in the Service Detail and Fee. The payment will be processed through channels of UOB and other commercial banks in Thailand which provide bill payment services nationwide (hereinafter referred to as "**Other Commercial Banks**"). After the Bank has received payment from a Payer regardless of the amount, the Applicant requests the Bank to deposit the money into the current account detail as specified in the Service and Service Charge Details within a time period as designated by the Bank and duly notified to the Applicants of the execution date of this Agreement.

The Applicant wishes the bill payment service available for payment of the Payer through channels as specified in the Service and Service Charge Details.

1. Definitions and interpretation

In this Supplement,

"**Cross Bank Bill Payment**" or this "**Service**" means a service which supports bill payment of products/services and/or debts/obligations using the Biller ID or other information which may be designated in the future through channels of UOB and Other Commercial Banks.

"**Applicant**" means the company as specified in the Service and Service Charge Details, which has registered the Cross Bank Bill Payment and opened an account with UOB as well as receiving the confirmation of such registration as designated by the Bank.

"**Payer**" means a customer of the Applicant.

"**Bank**" or "**UOB**" means United Overseas Bank (Thai) Public Company Limited as the biller bank and sending bank.

"**Other Commercial Banks**" means banks which provide a bill payment service to the Applicant through the cross bank ITMX system comprising of United Overseas Bank (Thai) Public Company Limited, Bangkok Bank Public Company Limited, Kasikorn bank Public Company Limited, Krung Thai Bank Public Company Limited, Siam Commercial Bank Public Company Limited, Sumitomo Mitsui Trust Bank (Thai) Public Company Limited, Hongkong and Shanghai Banking Corporation Limited, Mizuho Corporate Bank, Thanachart Bank Public Company Limited, Kiatnakin Bank Public Company Limited, TMB Bank Public Company Limited, CIMB Thai Bank Public Company Limited, Bank of Ayudhya Public Company Limited, Government Savings Bank, TISCO Bank Public Company Limited, Thai Credit Retail Bank Public Company Limited, Industrial and Commercial Bank of China (Thai) Public Company Limited, and other commercial banks which may provide the service in the future.

"**ITMX**" means National ITMX Co., Ltd. which is the developer and provider of the ITMX (Interbank Transaction Management and Exchange) system. The ITMX system is a basic structure and payment system standard for money transfer between domestic banks in order to support electronic commercial transactions.

"**Biller ID**" means a 15-digit receivables reference number. The first 13 digits are a taxpayer identification number/juristic person registration number (Tax ID) which is issued by the government to the Applicant and the last 2 digits are a reference number (Suffix) for payment of product/service and/or debts/obligations as designated by the Applicant.

"**Bill Payment System**" means a system which supports bill payment from Payers on behalf of the Applicant. The Payers can conduct payment through the system of UOB or payment channels of Other Commercial Banks as well as other services which the Bank wishes to expand in the future. Payment will be processed through the ITMX system as requested by the Applicant.

2. Terms and Conditions

- 2.1 The Applicant acknowledges that "Biller ID" can only be linked with one bank account unless the linked reference number is cancelled in respect of such "Biller ID" payment with ITMX as per methods and conditions which the Bank has designated.
- 2.2 After receiving a request or application for the Cross Bank Bill Payment, the Bank will send application information and "Biller ID" of this service to ITMX for confirmation and registration.
- 2.3 To use this service, the Applicant agrees that the Payer shall properly comply with terms of service for each designated payment channel of the Bank and Other Commercial Banks in order to enable the Bank to provide this service.

- 2.4 The Applicant agrees that the Bank will not be liable or required to check any payment made by the Payers to the Applicant through channels of the Bank and/or Other Commercial Banks whether it corresponds to the amount specified in any invoice, bill, or total payable amount.
In case the Applicant receives payment from Payers through the aforementioned channels incorrectly whether totally or partially, or in case the Applicant undergoes any damage due to payment of Payers from the aforementioned channels, the Applicant shall make an agreement with or claim from the Payers directly. The Applicant cannot seek an indemnification against the Bank.
- 2.5 In case the Bank incorrectly deposits payment into the account of the Applicant, including but not limited to, repetitive depositing of money into the account or depositing money more than the amount entitled to be received by the Applicant, etc. the Applicant hereby consent to the Bank to rectify the mistake immediately without notifying or obtaining consent from the Applicant. However, after the rectification, the Bank shall notify the Applicant in the form of electronic messages or other formats which the Bank deems as appropriate.
Nevertheless, in case the Bank cannot deduct the money from the Applicant regardless of the amount, the Applicant agrees to pay interest of such money to the Bank on a ceiling loan rate which the Bank charge to the customers who breach the conditions and in default status at such time; this comes into effect the moment which the Bank deposit the money into the Applicant's account. Such interest rate is subject to change as per notification at which shall be posted at the Bank's office in order to be generally acknowledge by the Bank's customer.
- 2.6 The Applicant acknowledges that the Bank reserves the right to refrain from deduction of money from any one or more Payers. In case such Payer does not have enough money in the account to pay for such products and/or services in which such Payer already executed a transaction for payment to the Applicant, including any case with suspicious behavior that the Bank consider and think that it's appropriate, to suspend any transaction as per this Agreement immediately without notifying the Applicant and/or Payers in advance. The Applicant shall not be entitled to claim for any damage from the Bank.
- 3. System and Development**
- 3.1 The Bank agrees to collect payment details of Payers who use this service through a bill payment system in payment channels as described in this Agreement, and shall notify the Applicant in a written and/or electronic form in accordance with the period and method which are to be mutually agreed with the Bank. The Applicant agrees to notify Payers that they shall receive payment evidence from the Applicant directly regarding payment through a particular bill payment system, and the Bank is not associated in the issuance of such evidence.
- 3.2 In case the Bank cannot provide the service whether temporarily or permanently, or this service or the bill payment system has any error, delay, or defect due to, including but not limited to, devices and/or computers, electrical systems, telecommunication systems, networks or internet of service providers, satellite systems, the bill payment service system of ITMX or other systems or programs relevant to the service, signal connection systems, failure of the database which includes errors in signal transmission, transduction and reception, delays, malfunction, defect, damages, under repair, maintenance, or data transmission with bad faith, and/or damages caused by force majeure or uncontrollable or unforeseeable causes, which cause an impact to this service, the Bank shall not be liable in all cases. The Applicant agrees to not commit any action which involves the Bank in any dispute and/or one which is potential to occur due to such action.
- 3.3 The Applicant shall recommend and promote this service to customers and people who contact with the Applicant to increase awareness and encourage Payers to use this service. All relevant advertising and documents of this service must be prior considered and approved by the Bank. In case there is an incurred cost from such actions, the Applicant shall be solely responsible for the payment of such cost.
- 4. Fees**
- 4.1 The Applicant agrees to pay fees for this service to the Bank in line with rates as specified in the Service and Service Charge Details (excluding value-added taxes which the Applicant shall be solely responsible for).
- 4.2 The Applicant agrees to pay fees to the Bank at the rates per transaction described in the Service and Service Charge Details for any actually occurred transaction in each month. However, in case a total service fee in each month is less than as specified in the Service and Service Charge Details, the Applicant agrees to pay a minimum service fee to the Bank monthly as specified in the Service and Service Charge Details.
- 4.3 The Applicant agrees to pay data file transferring fees to the Bank monthly as specified in the Service and Service Charge Details.
- 4.4 The Applicant agrees to pay Static Thai QR Code Package service fees to the Bank as specified in the Service and Service Charge Details at the start of the service whereby the Applicant shall provide additional information in order to generate QR in a form designated by the Bank.
- 4.5 The Applicant allows the Bank to deduct fees as specified in the Service and Service Charge Details from the account detail as specified in the Service and Service Charge Details to pay fees in the 2nd working day of every month. In case such account undergoes any changes due to any cause, the Agreement shall be applicable to such changed account immediately upon each change without requiring to obtain consent from the Applicant.
- 4.6 The Applicant agree that all fees as specified in the Service and Service Charge Details, the Bank shall have a right to change rates and payment methods described in this Agreement and in the Service and Service Charge Details as the Bank deems appropriate. The Bank shall notify the Applicant at least 30 days through electronic messages and/or any form which the Bank deems appropriate as well as proceeding in accordance with terms, conditions, and methods specified by the Bank of Thailand.
- 5. Disclosure of Information**
- The Applicant acknowledges that any actions conducted by the Bank, financial institutes, governmental organizations, ITMX, and/or private organizations, for example, credit information companies, users or members of credit information companies who conduct any actions to give, receive, use, compile, verify, or report personal information and/or credits and/or services relating to the Payers, Applicant, and/or any person relating to the Applicant to/from/between aforementioned agencies, whether already conducted or will be conducted in the future, under rules, regulations, or agreements between any organizations relating to such information, or under current laws, including Credit Information Business Act and/or any future laws, shall be deemed to be done for the benefit of consideration, and/or credit provision, and/or provision of any services for the Applicant, including offering products and/or services to the Payers, Applicant by whomever. It shall be deemed that the Applicant duly give his consent that such actions are legitimate and shall not revoke this consent even though the Payers or Applicant have submitted payment and/or no longer utilize any services. In addition, the Applicant shall not seek an indemnification from such actions in any cases.
- 6. Miscellaneous**
- 6.1 Any delay or omission in the Bank's exercising of rights provided by laws or this Agreement shall not be interpreted as the Bank's waiver or consent, to any default of the Appliance in such cases.
- 6.2 For any taxes, cost, and fees which the Applicant is required to pay by laws or this Agreement, the Applicant shall be solely responsible for the payment.
- 6.3 In case any party breaches any term of this Agreement, the other party shall have a right to terminate this Agreement immediately. The non-breaching party shall be entitled to claim for incurred damages from the breaching party.
- 6.4 In case any provision in this Agreement becomes invalid, incomplete, or unenforceable, both parties agree that other clauses in the Agreement shall still be valid and enforceable in accordance with the laws.
- 6.5 The Applicant acknowledges and agrees that in case the Applicant requests for services and/or credits or any services from the Bank, as well as all services and/or credits and/or any facilitation in the future which the Bank will automatically expand its scope of service to the Applicant, Payers, and/or other persons who jointly use the service with the Applicant in any manner, the Applicant agrees to be bound by all terms of credits and/or services in all respects Whereby the Applicant does not need to sign for certification or provide any evidence to the Bank unless otherwise requested by the Bank.
- 6.6 For all applications and information sent through an electronic system whether they are submitted by the Applicant for its own behalf or on behalf of other persons, the Applicant shall confirm that the action is done by the Applicant itself and the information is true and correct. The Applicant agrees to be bound by such provided information and responsible for any damages caused to the Bank by complying with all the information which the Applicant provides to the Bank.
- 6.7 The Applicant agrees that all information, records, evidence, documents, and electronic information collected and processed by the Bank regarding the Applicant's and/or other persons' requests for every service are conclusive evidence which can be used to bind the Applicant, Payers, and/or other persons who joint use the service with the Applicant for proving in respect of an obligation and/or the aforementioned services as specified by laws, even though the information is in electronic form.
- 6.8 When the Applicant relocates or changes the headquarter or address, the Applicant shall notify the Bank in writing. All documents or letters which the Bank sent to the location of original headquarter or electronic mails address which the Applicant as notified to the Bank by the Applicant, the Applicant agrees that it shall be considered that the Applicant has legally received and acknowledged them and their messages.
- 6.9 Any actions conducted by the Bank, financial institutes, governmental organizations, and/or private organizations, for example, credit information companies, users or members of credit information companies who conduct any actions to give, receive, use, compile, verify, or report personal information and/or credits and/or services relating to the Payers, Applicant, and/or any person relating to the Applicant to/from/between aforementioned agencies, whether already conducted or will be conducted in the future, under rules, regulations, or agreements between any organizations relating to such information, or under current laws, including Credit Information Business Act and/or any future laws, shall be deemed to be done for the benefit of consideration, and/or credit provision, and/or any services for the Applicant, including offering products and/or services to the Applicant. It shall be deemed that the Applicant duly give his consent that such actions are legitimate.
- 6.10 To the extent permitted by laws, the Applicant agrees and allows the Bank, its employees, or its agent to collect, use, give, receive, send, disclose, and access personal information, credit/service information, history, status, electronic information, and other information regarding the Applicant as deemed appropriate for the parent company, associated companies, subsidiary companies, group companies, affiliates companies and all of the branches of said companies which are located in the domestic and/or overseas, including directors, employees, contractors, representatives, agent, auditors, assessors and professional consultants of said companies, security providers, guarantors, mortgagors, pledgers (in case of individual who is not the Applicant), assignees, governmental agencies and regulatory agencies which govern the Bank, or other persons who have juristic relationship with the Bank or the Applicant under the objective to analyze and consider credits, debt restructuring, extension, review credit limits, or process credit information, or under other objectives as specified by laws including business operations, all kinds of business management of the Bank, debt notification/collection, demand, statistics, marketing planning, assignment, and other services which enable the Bank to provide service to the Applicant in a fair and constant manner.
The Applicant consent to the Bank, its employees, and its agent to collect, use, give, receive, send, disclose, and access personal information, credit/service information, history, status, electronic information, and other information regarding the Applicant to offer products and services of the Bank.
The Applicant hereby gives this consent so that all of the aforementioned actions shall be legally valid at all time.
- 6.11 The Applicant agrees that all notifications, letters, information, and any notice which the Bank sends to the Applicant through registered mails or unregistered mails to the address of the Applicant or through email to the email address specified in this Agreement or a new address which is to be notified to the Bank afterward are

considered to be duly received by the Applicant and binding against the Applicant in all respects without requiring any writing from the Applicant. Furthermore, the Applicant acknowledges that the Applicant is required to notify the Bank in writing through registered mails or email immediately upon changing the address or the email address.

- 6.12 The Applicant shall collect information to be used as transaction evidence of Payers from product and/or service payment, including payment of debts and/or obligations, as well as transactions of the products purchased and/or services used (if any) for a period of not less than 30 (thirty) months from the payment date of the transaction. In addition, the Applicant shall create a backup for the transactions from payment of debts and/or obligations in respect of products and/or services, including transactions of the products purchased and/or services used. In case Payers or the Bank notices and wishes to verify suspicious information, the Bank can request the Applicant to send the information to the Bank for verification at any time during such period of suspicion. In case the Bank receives any objection from Payers, it shall be the Bank's discretion to consider to refund money to the Payers; in such a case, the Applicant shall consent to the Bank to deduct the amount of money from the Applicant's account immediately as described in this Agreement.
7. The Applicant and/or the Bank shall be entitled to terminate this service in writing by means of notifying the other party in advance at least thirty (30) days before the effective date of termination. However, termination of this service shall not affect the responsibility of the Applicant to pay for service fees incurred prior to the termination.

UOB VIRTUAL ACCOUNT SERVICE

1. Definition and Interpretation

1.1 In opening and/or maintaining any Account with the Bank and by utilizing the Service provided by the Bank, the Customer agrees to be bound by these Terms and Conditions for UOB Virtual Account Service ("**Terms**").

1.2 In these Terms, the following words and expressions shall have the meanings set out hereunder unless the context otherwise requires:

"**Account**" refers to any account of the Customer maintained with the Bank that may be provided with the Virtual Account Service upon application to and approval by the Bank.

"**Authorized Persons**" means a person authorized by the Customer to (whether alone or jointly with any other person(s)) act for and on behalf of the Customer, whether to give any Instruction and/or execute or sign any instrument and/or to operate the Account and/or to effect any transaction or utilize the Service for and on behalf of the Customer.

"**Bank**" refers to United Overseas Bank (Thai) PLC as the case may be, and includes any successor or assign of the Bank.

"**Bill Code**" refers to the billing code assigned by the Bank to the Customer under the Service.

"**Client**" refers to the Customer's client(s) who are authorized by the Customer to make payment to the Customer's Account using the Virtual Account Service.

"**Crediting Account**" refers to Customer's account opened and maintained with the Bank to be used as account awaiting credit of money received from billers.

"**Customer**" refers to the holder of an Account.

"**Instructions**" means any request, application, authorization or instruction in whatever form, substance and manner as may be required by or otherwise acceptable to the Bank and howsoever sent, given or transmitted (whether by mail or through the Internet, telecommunications, computer or other electronic terminal, equipment or system or otherwise) at any time whatsoever before or after these Terms are applicable, made to the Bank by the Customer or an Authorized Person, including any request, application, authorization and instruction to revoke, ignore or vary any previous request, application, authorization or instruction or which the Bank or an officer of the Bank reasonably believes to be the request, application, authorization or instruction received by and transmitted to the Bank in accordance with the Bank's procedure and requirements.

"**Loss**" means any and all liabilities, losses (including indirect and consequential losses), damages, costs, charges and expenses of whatsoever nature or however arising, including legal fees on a full indemnity basis.

"**Service**" refers to the service of crediting money to the Crediting Account as per the registration with Virtual Account in the Bank's system and providing a record of payments made to a Virtual Account. Statements of accounts and transaction reports will be provided by the Bank for the Customer to facilitate reconciliation of such payments. The transaction reports will only reflect Virtual Accounts with transactions.

"**Virtual Account**" refers to a unique account number which is a combination of a fixed Bill Code as assigned by the Bank and a variable reference number as assigned by the Bank or the Customer. Each Virtual Account number is mapped to a Customer's Account.

"**Website**" means the website presently located at www.uob.co.th (or any replacement or successor domain name), and includes any website operated and/or maintained by or for the Bank from time to time and at any time.

2. Customer's Responsibilities

2.1 The Customer acknowledges and accepts the following:-

- the Virtual Account is to be used only by a Client for the purpose of payment made to the Account.
- be responsible for the maintenance, control, allocation, assignment and communication of the Virtual Account to its Client.
- to inform its Client to commence using the Virtual Account number for payment after the Bank has completed the setup and maintenance of the Virtual Account the Customer has requested for.
- to terminate any Virtual Account that is no longer in use by the Customer or its Client.
- to inform its Client not to make payment to the Virtual Account after the Account has been closed or after the Bank has notified the Customer that the Bank has cancelled or withdrawn the use of the Virtual Account Service.
- to be responsible for all transactions effected through the use of the Virtual Account Service, whether authorized by the Customer or not and whether effected by a Client or not.
- the Virtual Account Service is governed by these Terms and condition, the Terms and Conditions governing Accounts and Services (Non-Individual Customers)("Account Terms"), and where applicable, other terms and conditions governing the use of other services provided by the Bank ("**other Terms**"). In the event of inconsistency among these Terms, the Account Terms and/or other Terms, these Terms shall prevail.
- to agree and acknowledge that the Virtual Account is a special set of account which is different from normal deposit account and specifically identify each and every Client. Virtual Account assigned to each Client is unique and unidentical. It is at the Customer's risk if its client uses the wrong Virtual Account number in making payment transaction.

2.2 The Customer shall also notify the Bank immediately if the Customer knows of or suspects any unauthorized transactions or payments received through the use of the Virtual Account Service and agrees with all requests for assistance from the Bank to investigate and identify the payments.

2.3 The Bank has the right to adjust the Account to correct any erroneous entry or omission. The Bank may at any time rectify errors or omissions in any statement or advice and, subject to Clause 2.6 below, any statement or advice so rectified shall be binding on the Customer. The Bank has the right to reverse any entry, demand refund and/or debit any Account of the Customer for any overpayment into the Account(s) arising from such errors or omissions.

2.4 The Bank shall not correct any information in the statements of account, transaction reports and/or confirmation advices in case the Customer informs the Bank that its Client has used wrong Virtual Account number in making payment transaction.

2.5 The Customer is under a duty to:

- check all entries in the statements of account, transaction reports and/or confirmation advices
- report promptly to the Bank any irregularities, discrepancies, unauthorized transactions or inaccuracies in the contents or entries therein;
- sign and return any confirmation slips, including those for auditing purposes; and
- promptly, within such time as the Bank may prescribe from time to time, notify the Bank in writing if the Customer does not receive any statement, transaction report or confirmation advice that is due to the Customer.

2.6 If the Bank does not receive from the Customer a written objection within fourteen (14) days of the date of such statement, transaction report or confirmation advice:

- The Customer shall be deemed conclusively to have accepted, and shall be bound by the validity, correctness and accuracy of the transaction(s)/entries and the balance set out in the statement, report and/or advice; and (ii) to have ratified or confirmed each and every one of the transactions represented by the entries set out therein; and
- the statement, advice or entry, as the case may be, shall as against the Customer be deemed conclusive evidence of the Customer's authorization to the Bank to effect the transaction(s)/entries set out therein.

3. Fees and Charges

3.1 The Customer shall pay the Bank such fees and charges at such rates and in such manner as the Bank may impose and stipulate from time to time in accordance with the criteria, conditions and procedures as prescribed by the Bank of Thailand.

3.2 The Bank shall be entitled to charge the Customer any goods and services tax or value added or other similar tax imposed by any applicable laws on any fees and charges payable by the Customer to the Bank or for the provision of the Service to the Customer.

3.3 The Bank shall be entitled to debit without prior notice any account maintained by the Customer with the Bank in respect of any fee or charge payable by the Customer to the Bank. The Bank will however notify such actions to the Customer after such actions within a reasonable period of time.¹

4. Exclusion and Indemnity

- 4.1 In addition and without prejudice to any right or remedy which the Bank may have (at law or otherwise), so long as the Bank acts in good faith in providing the Service, the Bank shall not be liable to the Customer in respect of any Loss whatsoever suffered by the Customer in connection with the Service, notwithstanding any breach by the Bank of its obligations to the Customer.
- 4.2 Without prejudice to the generality of the foregoing clause, the Bank shall not be liable to the Customer for any Loss caused by or arising from any one or more of the following events or matters, howsoever caused or occurring:
- any incompatibility between the Customer's equipment and the Service, including but not limited to any adverse outcome, damage, loss, disruption, violation, irregularity or failure arising from the use of or reliance on computer hardware, software, electronic devices, online networks and/or internet browsers.
 - Any loss associated with systems failures, processing errors, software defects, operating mistake, hardware breakdowns, capacity, inadequacies, network vulnerabilities, control weaknesses, security shortcomings, malicious attacks, hacking incidents, fraudulent actions and inadequate recovery capabilities which may arise despite the Bank's best efforts;
 - Any corruption or loss of any data (whether stored in any equipment, terminal or system, whether belonging to or operated by the Bank or the Customer) or in the course of transmission thereof through the Internet or any computer or any electronic or telecommunications equipment, terminal or system used or operated by the Bank or any other person whether or not in connection with any Account or the provision or operation of the Service, including any errors generated in the transmission of any data;
 - Any cessation or interruption of the availability or operation of the Service
 - Any inaccuracy or incompleteness in any information obtained from the use of the Service; and
 - Any breach of the Bank's obligations or duties to the Customer caused by or arising from any one or more of the events or matters set out in any one or more of the foregoing sub-paragraphs of this Clause 4.2.
- 4.3 Without prejudice to the generality of the foregoing and notwithstanding any provision to the contrary in these Terms, or in any other agreement between the Bank and the Customer, the Bank shall not in any event be liable to the Customer for any indirect or consequential loss, or for punitive damages whether arising from any breach of the Bank's obligations to the Customer or otherwise.
- 4.4 In addition to and without prejudice to any other right or remedy of the Bank (whether under these Terms or otherwise), the Customer shall indemnify and hold the Bank harmless from and against any Loss whatsoever suffered or incurred by the Bank as a result of any of the following:-
- any failure by the Customer to comply with these Terms;
 - any change in applicable laws and regulations;
 - any act, omission or thing done or caused to be done by the Bank in connection with the provision of the Service through no wilful misconduct of the Bank;
 - any act or default of the Customer in the operation and use of any system or software installed or used by the Customer; and
 - any virus, default, defect, deficiency or malfunction in and or any breakdown, disruption or failure of any software or any telecommunications, computer or other electronic equipment or system owned, operated and/or maintained by or on behalf of the Bank, due to or caused by the Customer accessing and/or utilizing the Service.
- 4.5 No representation or warranty is made or given by the Bank to the Customer or any person and no obligation or liability is assumed by the Bank to the Customer or any person as regards the availability or continued availability or operation of the Service or any telecommunication or electronic equipment, system or terminal (whether or not provided, operated or maintained by the Bank or otherwise) notwithstanding any provision to the contrary in these Terms.
- 4.6 Without prejudice to anything herein, the Customer shall not make any claim or commence any legal proceedings against the Bank in respect of any Loss incurred or suffered by the provision or utilization of the Service for which the Bank is liable to the Customer, more than one (1) year after the later of (i) the date when the event causing such Loss occurred; and (ii) the date of such transaction. Any liability of the Bank to the Customer in respect of any such Loss shall be limited to the sum equivalent to ten times the prevailing monthly subscription fees for the Service.
- 5. Modification and Termination of the Service**
- 5.1 Subject to clause 6.1 below, the Bank shall be entitled to modify, suspend and/or terminate the Service at any time without prior notice to the Customer as the Bank deems appropriate.
- 5.2 The Customer may upon at least 30 days' prior written notice to the Bank to terminate the Service.
- 5.3 Termination shall be without prejudice to any rights of either party which may have accrued up to the date of such termination and the rights to terminate the Service are not intended to be exclusive but shall be in addition to every other remedy or right now or hereafter existing.
- 5.4 No termination, however effected, shall release the parties from their rights and obligations under Clauses 3 and 4 and any other provision which by its nature, effect or intent is meant to survive as a continuing obligation following termination.
- 6. Miscellaneous**
- 6.1 To the extent permitted by law, the amendment or exception to or under these Terms 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 any product or service in relation to these Terms that impacts on the customers' use of 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 days prior to the effective date of such amendment, unless there may be significant damage to the Bank, such as the suspension or cancellation of credit card use in the event that the Bank detects fraud or 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 increasing credit card limit or cash card, 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.
- 6.2 If any of these Terms and conditions is or becomes illegal, invalid or unenforceable in any respect, the same shall not affect the legality, validity or enforceability of any other term or condition in these Terms.
- 6.3 No failure to exercise or enforce and no delay in exercising or enforcing on the part of the Bank of its rights under any of these Terms or relating to any Account or the Service shall operate as a waiver thereof nor shall it in any way prejudice or affect the right of the Bank afterwards to act strictly in accordance with the powers conferred on the Bank under such terms and conditions.
- 6.4 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
- 6.2 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.
- 6.5 Without prejudice to the generality of Clause 6.1 above, any and all notices to be given under these Terms may be communicated by post, facsimile transmission, electronic mail or by online messages posted on Website. If by post, the notice will be taken to have been received forty-eight (48) hours after posting by the Bank to the latest postal address which the Bank has received notice of; if by facsimile transmission, electronic mail or by online messages posted on the Website, immediately on dispatch.
- 6.6 Where the Customer is a partnership, these Terms will continue in force unless revoked by notice given by any one partner, notwithstanding any change of name of partnership, admission of new partner(s) or any partner ceasing to be a member of the partnership by reason of death or otherwise.
- 6.7 The parties agree to comply with all applicable data protection and other laws to the same or similar purpose in all relevant jurisdictions.
- 6.8 The Customer agrees not to dispute the validity, accuracy or authenticity of any evidence of Instructions and communications transmitted electronically between the parties, including such evidence in the form of the Bank's computer records of transaction logs, reports, files, magnetic tapes, cartridges, computer printouts, copies of any communication, or any other form of information storage.
- 6.9 The Customer also agrees to refer to and to treat all such records or logs, reports, files, tapes, cartridges, computer printouts, copies or other forms of information storage as conclusive evidence of all Customer Instructions and other communications received or sent by the Bank. The Customer further agrees that all such records shall be binding upon the Customer and the Customer will not be entitled to dispute the validity or authenticity of the same.
- 6.10 All Instructions and communications that meet the operating standards and requirements of the Bank shall be deemed to be as good as, and given the same effect as written and/or signed documentary communications to and by the Bank.
- 6.11 Without prejudice to the generality of any other terms and conditions, nothing in these Terms shall affect any right of set-off or combination which the Bank has in relation to any Account.
- 7. Governing Law and Jurisdiction**
- 7.1 These Terms shall be governed by and construed in accordance with the laws of Thailand.

7.2 The Customer irrevocably submits to the non-exclusive jurisdiction of the courts of Thailand with respect to any legal proceedings which may be initiated in connection with these Terms.

7.3 The Customer shall not commence or continue any legal proceedings against the Bank in any jurisdiction other than in Thailand with respect to any matter, claim or dispute so long as the Bank is prepared to submit to the jurisdiction of the courts of Thailand with respect to that matter, claim or dispute and the Customer shall before commencing proceedings against the Bank in any jurisdiction with respect to any matter, claim or dispute other than Thailand seek the Bank's agreement to submit to that foreign jurisdiction with respect thereto.

8. Money Laundering

8.1 The Bank is required to act in accordance with the laws and regulations operating in Thailand and various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions ("Regulations"). The Bank may take any action which it, in its sole and absolute discretion, considers appropriate to take in accordance with the Regulations.

8.2 The Bank shall not be liable for any Loss suffered by any party including the Customer arising out of:

- (a) Any delay or failure of the Bank in performing any of its duties under these Terms or other obligations caused in whole or in part by any steps which the Bank, in its sole and absolute discretion, consider appropriate to take in accordance with the Regulations; or
- (b) the exercise of any of the Bank's rights under these Terms.

9. Financial Crime

Notwithstanding any terms and conditions provided hereunder, the Bank shall be entitled to take all actions the Bank considers appropriate in order for the Bank to meet any obligation or requirement, either in Thailand or elsewhere, in connection with the detection, investigation and prevention of financial crime including fraud, money laundering, terrorism financing, bribery, corruption, or tax evasion or the enforcement of any economic or trade sanction ("**Financial Crime**").

The Customer understands and agrees that if any activities, conduct or circumstances the Customer is involved in (directly or indirectly) may, in the sole and absolute discretion of the Bank, expose the Bank to legal or reputational risk, or actual or potential regulatory or enforcement actions, the Bank shall at any time, without giving any reason or notice to the Customer, have the right to immediately:-

- (a) terminate all contractual relationships the Customer has with the Bank; and
- (b) make reports and take such other actions as the Bank may deem appropriate.

The Customer undertakes that the Customer will not initiate, engage in or effect a transaction (directly or indirectly) that may involve Financial Crime and agrees to hold the Bank harmless, indemnify the Bank and keep the Bank indemnified from and against any and all liabilities, claims, obligations, losses, damages, penalties, actions, judgments, suits, costs (including, but not limited to, legal costs on a full indemnity basis), expenses and disbursements of any kind whatsoever which the Bank may suffer or incur in connection with or arising from any breach by the Customer of this undertaking.

10. Force Majeure

10.1. In the event that the Bank is rendered wholly or partly unable to observe or perform these Terms by reason of causes beyond its control including (but not limited to) equipment, system or transmission link malfunction, failure or sabotage, fire, flood, explosion, acts of elements, acts of God, acts of terrorism, war (declared or undeclared), accidents, epidemics, strikes, lockouts, power blackouts or failure, labour disputes, acts, demands or requirements of any government or regulator, or by any other causes which it cannot reasonably be expected to avoid, the performance of the obligations of the Bank as it is affected by such causes shall be excused for the duration of the above-mentioned events.

10.2 The Bank shall not be liable for any delay, loss, damage or inconvenience whatsoever and howsoever caused by or arising from or in connection with any of the above-mentioned events.

11. English Version to Prevail

If there are differences in meaning between the English version and any translation of any terms and conditions hereof, the English version shall prevail. Payment Service