

TERMS AND CONDITIONS

UNITED OVERSEAS BANK (THAI) PUBLIC COMPANY LIMITED VISA/MASTERCARD CORPORATE CARD CARDMEMBER AGREEMENT

This document is a legal contract between you and us. You are bound by the terms and conditions of this Agreement (which may be modified from time to time with prior notice given to you in accordance with Clause 11 herein) as soon as you have received, signed or used your Card (the “**Terms and Conditions**”).

1. DEFINITIONS

1.1 In this document, the words and phrases below have the meanings shown next to them:-

Application – the Bank’s application form for a Card to be issued subject to the Terms and Conditions.

Card – a credit card issued by the Bank subject to the Terms and Conditions including Corporate Cards.

Card Account – the relevant Card account.

Card Transaction – a transaction effected by using the Card or Card Account number (including a payment for goods, service and/or benefits and a Cash Advance).

CardUser – a person who has been issued a Corporate Card.

Corporate Card – a VISA or MasterCard business credit card issued by the Bank to a CardUser subject to the Terms and Conditions.

Corporate Cardmember – the employer of a CardUser who has opened a corporate account with the Bank and has jointly with the CardUser applied for Corporate Card.

Credit Limit - the maximum amount the Bank allows you to owe to the Bank on the Card Account at any time. This amount may be varied at any time, such amendment to take effect 30 days after written notice.

MasterCard – Master Card Worldwide Asia / Pacific Region

Outstanding Balance - the total sum you owe the Bank as at the relevant time on the Card Account Under this Agreement including all Card Transactions, interest, fees, charges, actual or contingent (whether or not exceeding the Credit Limit.)

Payment Date – the date given on your Statement by which you must make a payment.

Statement – a statement of account issued by the Bank, usually on a monthly basis reflecting the Outstanding Balance for the specified period.

VISA – Visa International (Asia-Pacific) Ltd.

We, us, ours, the Bank – United Overseas (Thai) Bank Public Company Limited.

You, your – the person, partnership or company who signed the Application. If applicable, these words include Corporate Cardmember and the CardUser.

Your Information – personal and financial information the Bank obtains from you or others or which the Bank knows about you.

1.2 Interest will be calculated based on a 365-day year.

2. USING THE CARD

2.1 When you receive your Card, if you agree to be bound by the Terms and Conditions, you should sign on the Card as soon as you receive it. If you do not wish to be bound by the Terms and Conditions, you have to cut the Card in half and return the same to us

2.2 By signing on and/or using the Card, you have accepted and shall be deemed bound by the terms and Conditions.

- 2.3 You have to keep the Card safely and ensure that no one else can use or have an access to the Card.
- 2.4 Although the Card is held by you, it remains our property. You must return the Card cut in half to us immediately upon our request at any time.
- 2.5 You must ensure that the Card is not used for any illegal transactions. The Card may only be used to affect Card Transactions during its validity period as printed on the Card.

3. CREDIT LIMIT

- 3.1 You must not use the Card such that the Outstanding Balance exceeds the Credit Limit with the exception of temporary increases in Credit Limit agreed between the Corporate Cardmember and the Bank. If you do exceed the Credit Limit, you remain liable to pay for the whole Outstanding Balance Immediately.
- 3.2 When deciding whether you have exceeded the Credit Limit, the Bank may include any Card Transaction which the Bank has approved but has yet to post into the Card Account.

4. THE ACCOUNT

- 4.1 We will debit the Card Account with the Outstanding Balance.
- 4.2 We will normally send you a Statement on a monthly basis. Statements may be suspended if your Card Account is inactive.
- 4.3 We will only give you a refund for a Card Transaction after the merchant or retailer has given us a valid credit voucher.
- 4.4 If any Card Transaction is in a foreign currency, the Bank will convert the amount into Thai Baht at an exchange rate decided by the Bank from time to time which may include handling charges according to the Bank's usual practice.
- 4.5 You are required to promptly notify us in writing of any change in the particulars as provided in your application including your address and employment and provide us with any information we may reasonably request from time to time

5. PAYMENT

- 5.1
 - (a) You are responsible to make full payment of the Outstanding Balance to us.
 - (b) You have to make payment in respect of the amount specified in the Statement.
- 5.2 We are entitled at our discretion to apply any payment received by us from you in any order of priority and in any manner as we deem fit.
- 5.3 All payments are to be made in Thai Baht. If any payment is received or recovered by the Bank in a foreign currency, the Bank shall convert that currency into Thai Baht at an exchange rate as determined by VISA or MasterCard on the conversion day plus a currency exchange commission of no more than 2.5%. The Bank shall deduct any handling charge the Bank may impose on such exchange transaction and apply the amount of Thai Baht towards the Card Account.
- 5.4
 - (a) You must make all payments in full without any deduction or withholding (whether in respect of set-off, counter-claim, duties, taxes or otherwise) unless such deduction or withholding is required by law.
 - (b) If a deduction or withholding is required by law, you must immediately pay to us an additional amount such that the net amount received by us is equal to what we would have received had no such deduction or withholding been made.
 - (c) You must pay all goods and services tax and/or any other taxes imposed by law or required to be paid under this Agreement and we are entitled to debit the same to the Card Account.

6. CHARGES

- 6.1 We will charge and debit to your Card Account:-
 - (a) interest which accrues daily at the rate of 16% per annum (subject to a minimum charge as we shall decide), if we do not receive full payment of the Outstanding Balance by the Payment Date;-
 - (i) on the Outstanding Balance from the date of the Statement until the next Statement date or until and including the date when any payment is credited to your Card Account, whichever is earlier;

- (ii) on every Card Transaction posted, from the date that Card Transaction amount was posted to the card account until the next statement date or the earlier date when full payment is credited to your Card account; and
 - (iii) where a partial payment has been made prior to the next statement date, on the remaining outstanding balance after deducting the partial payment, from the day following the date the partial payment is credited to your Card Account whichever is earlier; or
 - (iv) if a series of partial payments have been made, for each period from the date the first partial payment has been credited to your Card Account until the next partial payment date is credited to your card account or the next statement date, whichever is earlier, on the respective remaining Outstanding balance after deducting the respective partial payments which have been credited to your Card Account from the day following the date the partial payment is credited to your Card Account until the next statement date or until and including the date when any payment is credited to your Card Account whichever is earlier and for the purposes of this sub-clause (a) only, Cash Advances are excluded in the calculation of the outstanding balance and in the use of the expression "Card Transaction").
- (b) If we do not receive the full payment by the Payment Date, you will have to pay all charges and fees as set out in this clause.
- (c) interest calculated at the rate of 3% on the Cash advance including Value Added Tax from the date of such Cash advance. Such interest shall be calculated commencing from the date of cash advance until the date of full payment.
- (d) a Cash Advance fee, in respect of each Cash Advance obtained, is of an amount equivalent to % of the Card Advance.
- (e) a joining fee or an annual fee unless waived by agreement between the Bank and Corporate Cardmember;
- (f) a renewal fee unless waived by agreement between the Bank and Corporate Cardmember of replacement fee for the Card if the Card is replaced at the request of the Cardmember;
- (g) a cheque processing fee of for any dishonoured cheque;
- (h) a handling fee for any cheque or autopay payment which is rejected for any reason;
- (i) a handling charge for a request for Direct Debit into a Card Account of other account for payment to the Bank;
- (j) an administrative fee for the production or retrieval of any document of and relating to the Card account; and/or
- (k) a "No Show" charge equivalent to the rate charged by the establishment for one night's lodging for each room reserved if you have used the reservation service provided by VISA or MasterCard to reserve any accommodation at the establishment and failed to arrive before check-out time the day following the scheduled arrival or if you fail to cancel the reservation prior to 6 p.m. (local time at the establishment) on the scheduled arrival date. In no event shall the Cardmember be liable for more than 1 payment with regards to each reservation made by the Cardmember.
- 6.2 The amount of fees shall be decided by the Bank and may be changed from time to time by us provided such fees shall not be affected without the prior consent of the Bank and the Corporate Cardmember. The interests and charges payable by you shall be agreed upon by the Bank and the Corporate Cardmember and may be changed as agreed upon by the Bank and the Corporate cardmember.
- 6.3 All interests and charges payable under this Agreement are payable as well after as before judgment.

7. OUR DISCRETION

- 7.1 We reserve the right not to approve any Card Transactions (such approval not to be unreasonably withheld).
- 7.2 You can normally use the Card until its expiry date. However we reserve the right to suspend the use of the Card or to change any benefits or privileges of your Card Account and any change of benefits and privileges shall not take effect unless notified to Corporate Cardmember in writing.

8. LOSS OR THEFT OF CARD / DISCLOSURE OF PIN

- 8.1 You must safeguard the Card at all times.
- 8.2 If the Card is lost or stolen or if the PIN is disclosed or there are suspicious circumstances in relation to the Card, you must:-

- (a) immediately notify the Bank of each case at telephone number 02-285-1555 (Call Center) or other means of communication that you can have a conversation with the Bank's officer and the Bank is able to confirm your instruction to suspend or cancel the Card. Then, the Card will be suspended or cancelled when five (5) minutes after your notification of the Card lost or stolen to the Bank has been passed (the "Period of Notification") provided that you remain liable to the Bank for the Outstanding Balance occurred during the Period of Notification. After the Period of Notification you shall not be liable to the Bank for any Outstanding Balance unless the Bank can prove that you use, involve or have a knowledge for a use of the Card or such events arisen from your gross negligence.
- (b) assist the Bank in the recovery;
- (c) furnish to the Bank a written confirmation and/or a statutory declaration in such form as the Bank shall specify or all police statements and reports and any other information relating to the loss or theft or
- (d) adopt all reasonable efforts to assist the Bank or the police in the investigation of the matter and minimizing the loss or damage likely to be incurred from such loss or theft or unauthorized transaction.

8.3 In case of any loss or theft of the Card or disclosure of the PIN to an unauthorized person or in any circumstances where crime or fraud is suspected or there is cause for suspicion, the Bank may at its sole discretion act on any oral notice purportedly given by you in relation to the report of loss or theft of card or unauthorized disclosure of PIN and any action so taken by the Bank shall not render the Bank howsoever liable to you or otherwise discharge any liability of you.

8.4 If the lost or stolen Card is recovered, you must immediately return the Card to the Bank by cutting it into halves without using it.

8.5 At the Bank's absolute discretion, the Bank may issue a replacement Card or a new PIN upon such terms and conditions as the Bank may think fit.

9. TERMINATION

9.1 You may terminate your Card Account by completing all the following steps:-

- (a) giving us written notice of termination; and
- (b) paying the Outstanding Balance to us in full (including such Card Transactions already incurred but not debited to the Card Account before we receive your Card cut in half).

9.2 We reserve our right to terminate the use of the Card upon 30 day's prior written notice to you. We may so terminate the use of the Card immediately in the event of:-

- (a) your bankruptcy, insolvency, death or incapacity;
- (b) a breach by you of this Agreement; or
- (c) an adverse change in your financial condition as may be determined by us.

9.3 If we terminate the use of the Card for any reason, you must immediately return the Card to us cut in half and pay us the Outstanding Balance in full including such Card Transactions already incurred but not debited to the Card Account by the next payment date.

9.4 We will refund the annual fee or any other fees on a prorated basis if the Card Account and the use of the Card is terminated.

9.5 Your obligation under this Agreement shall cease upon your giving us written notice of termination save for charges or amounts incurred or payable by you prior to termination.

10. EXCLUSION OF LIABILITY

10.1

- (a) We are not responsible for the quality of any goods supplied and the performance of any services provided by any establishment with the use of the Card.
- (b) You cannot use a claim dispute or counterclaim or right of set-off you may have against any establishment to make a claim against us, or refuse to pay us.

10.2 We will not be liable if any establishment refuses to accept the card for any reason.

10.3

- (a) We will not be liable to you if we cannot carry out our responsibilities under this Agreement as a result of anything that we cannot reasonably control. This includes any machine, computer system, transmission or communication link failing to work; and any industrial dispute, war or Act of God.
- (b) Your liability for interest will still continue whether or not we give you a statement. If there is no statement, for the purpose of calculating interest and the payment date we may select a date each month as the statement date.

10.4 We are not liable in any way for any injury to your credit, character and reputation if we repossess your card or request for its return, in a manner consistent with these terms and conditions or applicable law.

10.5

- (a) You accept that the communication and arrangements for the International Emergency Assistance service (which is only available for certain Card types) are provided by third party service providers.
- (b) You are responsible for the cost of any medical, legal or other services used and you accept that assistance is provided on a best-efforts basis and may not be available due to time, distance or location.
- (c) You will not hold us, VISA or MasterCard, responsible for the availability, use, act, omission, loss or damage suffered as a result of any such medical, legal or transportation service.

10.6 You are not entitled to assign or otherwise dispose of any of your rights against us.

11. CHANGING THIS AGREEMENT

11.1 We may not change these terms and conditions without the approval of the Corporate Cardmember (such approval not to be unreasonably withheld). We will give you notice about changes to the interest rates and other charges under this agreement by any means or manner as we may decide. This includes:-

- advertising in the press or on our internet web site;
- inserting messages in your monthly statement; or
- other written notices.

The changes will be effective from the date specified in our notice but at least 30 day notice will be given to you.

11.2 If you do not accept any such changes, you may within seven days after the date of our notice to terminate your card Account in accordance with clause 9.

11.3 If you retain or use the card after we have given notice of any changes to this agreement, you are taken to have fully accepted and agreed to such changes.

12. YOUR INFORMATION

12.1 You agree that the Bank may disclose to or obtain your personal data from:-

- (a) any of the branches, subsidiaries, holding company, associated company or affiliates of the Bank, including but not limited to the Bank's group of companies in Thailand;
- (b) any actual or proposed participant or sub-participant in, or transferee, assignee or successor of, all or any part of the assets or business of the Bank; any participant or merchant which accepts the Card;
- (c) any member of VISA, MasterCard and its respective agents;
- (d) any party giving or proposing to give a guarantee or third party security to guarantee or secure for the Card Account or to us for sums payable and Liabilities owing by you
- (e) any financial institutions, charge or credit card issuing companies, credit reference agencies, debt collection agencies, agents, persons or corporations, service providers or contractors or merchant establishment;
- (f) any other person who has established or proposes to establish any business relationship with the bank;
- (g) all of your personal and account information or records collected at any time and from whatever source; and
- (h) any such person or entity may utilize such information in the course of any business carried on by him or it.

- 12.2 You agree to the processing, keeping and transfer, disclosure or otherwise disposal of any of your personal and account information collected at any time and from whatever source by the bank or any person or entity in accordance with clause 12 in whatever way as the Bank or such person thinks fit and to the release or disclosure of the same in accordance with the local practices and laws, rules and regulation (including any governmental acts and orders) of any country wherein such act is to be performed.
- 12.3 You agree that the Bank may record all or any of the telephone conversations between you and the bank for the purpose of the bank operation system development only.

13. CORPORATE CARD

13.1

- (a) If a corporate card is issued to a CardUser upon the application of a corporate Cardmember all the terms and conditions of this agreement including but not limited to this clause 13 will apply to the corporate card.
- (b) We will open and maintain a Card Account for each Corporate Card in the name of the Corporate Cardmember.
- (c) The Corporate Cardmember is fully liable for the Outstanding Balance on each CardUser's Corporate Card.
- (d) Your liabilities and obligations shall not be affected in any way by any dispute or counterclaim or right of setoff that the Corporate Cardmember and CardUser may have against each other.
- (e) The discharge or waiver of any liability of a CardUser for any reason shall not affect the rights of the Corporate Cardmember or the other CardUsers.
- (f) The Corporate Cardmember must immediately notify the Bank in writing of:-
- (i) any termination or suspension of employment of the CardUser with the Corporate Cardmember; and /or
 - (ii) any change or proposed change in the organization or structure of the Corporate Cardmember; and/or
 - (iii) the commencement of any insolvency proceedings against the Corporate Cardmember or the cessation of business of the Corporate Cardmember.
- (g) The Corporate Cardmember must notify the Bank of particulars of its representatives authorised, from time to time, to communicate with the Bank on matters concerning the card Account but the Bank may not liaise with any other person representing or purporting to represent the Corporate Cardmember.
- (h) The Corporate Cardmember is entitled to terminate the use of any one or more Corporate Cards at any time in accordance with Clause 9.1: and give any other notices or instructions, in connection with the Corporate Card or the Card Account and the CardUser is bound by any such notices or instructions made by the Corporate Cardmember and agreed to by the Bank
- (i) In addition to Clause 9.2, the Bank may terminate the Card Account in any one or more of the following events:-
- (i) the appointment of a receiver, judicial manager or trustee over any of the assets of the Corporate Cardmember; or
 - (ii) the termination of the CardUser's insurance contract with the Corporate Cardmember; or
 - (iii) the bankruptcy, insolvency or death of the Corporate Cardmember (where the Corporate Cardmember is an individual); the dissolution of the Corporate Cardmember or the bankruptcy, death or insolvency of the partners (where the Corporate Cardmember is a partnership); the presentation of any petition for the liquidation or winding up of the Corporate Cardmember (where the Corporate Cardmember is a company).
 - (iv) Upon acknowledgment that any of the CardUsers is terminated or suspended from employ of the Corporate Cardmember, we shall be entitled to immediately terminate the use of the Card of such CardUser.
- (j) You agree to assist and cooperate with us in any investigation, litigation or prosecution against the Corporate Cardmember or the CardUser and provide all such documents and other evidence as we may require.

- (k) The Corporate Card and PIN (if any) will be given to the CardUser, but the Statement and all other communications may be given to both the Corporate Cardmember and the CardUser.

14. PRIVILEGE SCHEME

- 14.1 The Card issued to you may carry various benefits or privileges on your purchase of goods or services from establishments participating in various schemes. We, however, reserve the right to add, modify or cancel such benefits or privileges from time to time.

15. GENERAL

- 15.1 Our records (including computer and microfilm stored records) of all matters relating to you and your Card Account and any certificate signed by any of our officers for the time being stating the Outstanding Balance as at any specified date is conclusive and binding on you for all purposes whatsoever (unless it is obviously wrong).

- 15.2 We may destroy any document relating to your Card Account after microfilming the same.

- 15.3 You agree not to dispute the authenticity or the accuracy of any computer output that we rely upon for any purpose whatsoever.

- 15.4 Please check the Statement sent to you. If we do not receive any objection in writing from you within Sixty (60) days from the date of the Statement the contents of the Statement shall be taken as correct and conclusive unless we ourselves rectify it.

15.5

- (a) All Statements and correspondence under this Agreement may be served by personal delivery, ordinary post and/or facsimile transmission to your last known address (whether within or outside Thailand and whether such address is a Post Office Box or is a place of residence or business) or facsimile number as may be provided to us or our solicitors and/or published in such manner as we may select.

- (b) All communication is deemed to have been effectively served on you on:-

- (i) the date of delivery if delivered by hand; and
- (ii) on the date of transmission if by facsimile transmission; and
- (iii) on the day immediately after the date of posting if sent by post ; and
- (iv) on the date of publication if published.

15.6

- (a) We may serve any write of summons, statement of claim or other legal process or document in respect of any action or proceedings under this Agreement required by any relevant law or the rules of court to be served on the Corporate Cardmember by personal service, by leaving the same at, and/or sending the same by ordinary post, to the last known address (whether within or outside Thailand and whether such address is a Post Office Box or is a place of residence or business) or registered address of the Corporate Cardmember.

- (b) Such legal process or document is deemed to have been duly served on you:-

- (i) on the date of delivery, if sent by hand; and
- (ii) on the date immediately following the date of posting, if sent by post.

- (c) Service of such legal process is deemed to be good and effective service of such legal process on the Corporate Cardmember even if documents are returned to us undelivered and nothing in this Agreement shall affect our right to serve legal process in any other manner permitted by law.

- 15.7 We may rely and act on any communication or instructions which we believe originates from you (whether orally or in writing and whether in person or over the telephone or by facsimile or other means of telecommunication and whether genuine or with or without your consent or authority) and any action taken by us in reliance on this shall bind you and we shall not be liable to you for any loss or damage included or suffered by you as a result of such action. We shall not be under any duty to verify the identity of any person communicating purportedly as you or on your behalf.

- 15.8 You are liable to pay and reimburse us on demand (on a full indemnity basis) any and all costs (Including legal costs on a full indemnity basis), fees and expenses incurred by us in recovering or attempting to recover any sum due to us from you.

- 15.9 You must indemnify and keep indemnified us against all claims, demands, action, proceedings, losses and damages of any nature suffered, incurred or sustained by us directly or indirectly, by reason of or in connection with this Agreement.
- 15.10 If any one or more of the provisions of this Agreement or any part thereof is declared to be illegal, invalid or unenforceable under any applicable law, if will not legality, validity or enforceability of the remainder of this Agreement in such jurisdiction or the legality, validity or enforceability of this Agreement in any other jurisdiction.
- 15.11 The remedies under this Agreement are cumulative and are not exclusive of the remedies provided by law.
- 15.12 No forbearance or failure or delay by us in exercising any right, power or remedy is to be deemed to be a waiver or partial waiver on our part; and no waiver by us of any of your breach of this Agreement is to be treated as a waiver of any subsequent breach or of any other provision of this Agreement.
- 15.13 This Agreement shall be governed by and construed in accordance with the laws of Thailand and subject to the non-exclusive jurisdiction of the Thai courts. Nothing in this Agreement shall operate so as to exclude or restrict any liability, to the extent that such exclusion or restriction is prohibited by the laws of the Thailand.

16. RECORDS RETENTION AND RIGHT TO AUDIT

- 16.1 The Bank shall maintain true and correct records in connection with this Agreement and all transactions related thereto for a period of not less than twenty-four (24) months after termination of this Agreement.
- 16.2 The Corporate Cardmember may from time to time and at any time after the date of this Agreement until twenty-four (24) months after termination of this Agreement inspect all records of the Bank in connection with this Agreement. The Bank shall at the cost of the Corporate Cardmember assist the Corporate Cardmember in carrying out the inspection of the said records.

17. SET-OFF AND COMBINATION OF ACCOUNT

- 17.1 We may at any time without first informing you, at our discretion combine the Card Account with any of your other accounts with us (whether such account is held by you alone or jointly with others and whether such other account is a current, saving, time deposits or any other types) set-off or transfer any monies standing to the credit of such other accounts in full or partial payment of any sum owned by you to us. We will notify such actions to you after such actions within a reasonable period of time.
- 17.2 Where such combination and/or set-off requires the conversion of one currency into another, we are entitled to effect such conversion at such time and rate of exchange as we decide and you must bear all exchange risks, losses, commission and other bank charges which may be incurred.

18. 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").

You understand and agree that if any activities, conduct or circumstances you are 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 you, have the right to immediately:-

- (a) close all accounts and terminate all services you have with the Bank
- (b) delay, block or refuse the making or clearing of any payment, the processing of instructions or the application for services or the provision of all or part of the services;
- (c) terminate and/or recall any or all advances or loans, credit or other financial or banking facilities (committed or uncommitted), accommodation, financial assistance or services and demand repayment of all sums outstanding; or
- (d) make reports and take such other actions as the Bank may deem appropriate.

You undertake that you will not initiate, engage in or effect a transaction (directly or indirectly) that may involve Financial Crime and agree 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 you of this undertaking.

Specific Compliance Provisions Addendum (Thailand)

1. This is a Specific Compliance Provisions Addendum (Thailand) (the "Addendum") to the Visa/Mastercard Corporate Card Cardmember Agreement (the "Main Agreement") which shall be deemed as part of the Main Agreement (the Main Agreement together with the Addendum shall hereinafter be collectively referred to as the "Agreement"). In case of any inconsistency between the provisions under the Main Agreement and the provisions under this Addendum, the provisions under the Addendum shall prevail to the extent of such inconsistency.

2. The Card interest rate, service charges and fees are specified in Annex 1 of this Addendum and the example of interest calculation is set out in Annex 2 of this Addendum.¹

3. We will deliver each Statement to you at least 10 days prior to the Payment Date under such Statement.

If you found any incorrect entry or content in the Statement, you must notify us within 10 days from the date of receipt of that Statement. After the lapse of such 10 days period, if any entry or content in the Statement still appear to be incorrect to you, a written notice together with the supporting evidence which is sufficient to prove that such incorrect content does not occur because of your default or mistake, must be submitted to us and in such case you will have the right to contest the incorrect content in the Statement against us by a written notice within 60 days from the date of receipt of the respective Statement.

Regardless of the foregoing, you could not delay the payment or refuse to make payment of the Outstanding Balance on the claim that the Statement does not reach you. If you do not receive the Statement before the Payment Date, you must contact the customer service or other channels specified by us and make payment of the relevant Outstanding Balance in accordance with the terms and conditions of the Agreement. In this case, we only have to provide evidence of records that we have dispatched the Statement to the messenger and the messenger's records that the Statement has already been delivered to you.

4. For any Card Transaction made by providing only a Card number, either verbally or in writing to the merchant (a 'card not present transaction'), you agree that a transaction record which is generated by the entity accepting the 'card not present transaction' that specifies the correct Card number, although without a signature, is a binding evidence for the use of Card and you are bound by the same evidence to make payment of the Outstanding Balance from such use of Card in accordance with this Agreement.

If you would like to contest any 'card not present transaction', you must promptly submit a written notice together with a supporting evidence to us and we will promptly suspend collection of payment or in case we have already receive a payment, we will promptly return the amount to you. We reserve our right to demand payment from you at a later time if it can be proven that you have authorized the 'card not present transaction'

You also have the rights under consumer protection law to cancel the purchase of goods or services within 45 days from the date of purchase or within 30 days from the delivery date of the goods or services if there is a specific time of delivery recorded in writing when you could prove that the goods or services are not delivered, delayed in delivery, contain defect or incompletely delivered or not in accordance with the true intent and purpose of the purchase. In exercise of such rights, you may deliver a written cancellation notice together with a supporting evidence to us and we will promptly suspend collection of payment or in case we have already receive a payment, we will return the amount to you within 30 days from the date of such notice in case of a domestic purchase, or within 60 days from the date of such notice in case of an international purchase. Upon the cancellation of the purchase, your related reward points (if any) will also be deducted by us.

5. In the event where the Card is lost, stolen, or for any other reason that you wish to temporarily suspend or terminate the Card, you must inform our domestic customer service by written notice or verbally via telephone or other communication means which enable you to correspond with our staff so that our staff is capable of verifying the identity of the person authorizing the suspension or termination. We should be able to complete the suspension or termination in 5 minutes after our domestic customer service has received such notice. If our domestic customer service has not yet received such notice of suspension or termination and the Card or the PIN number of the Card has been used, you must be liable for the purchase or the cash advance incurred during such interval time including interest and fees that may be collectable pursuant to the applicable law until our domestic customer service has received the notice of suspension or termination from you and have completed the suspension or termination. In case the informing of suspension or termination is made to another channel other than our domestic customer service, such information shall be considered received by us only when the recipient channel has informed our domestic customer service. You will not be liable for any purchase or the cash advance incurred after 5 minutes from the receipt of the notice of suspension or termination by our domestic customer service, unless the Card is further used or allowed to be used by yourself.

¹The content in Annex 1 and Annex 2 is based on personal credit card manual and personal credit card application of the Bank.

6. You may terminate the Card at any time. However, the termination of the Card will not relieve you from the obligations pursuant to the terms and the conditions of this Agreement until we have received the Outstanding Balance in full. Upon termination of the Card, you must cease to use and destroy the Card, then delivered the destroyed Card back to us immediately. If there is any remaining Outstanding Balance, you are responsible to make full payment of the remaining Outstanding Balance. When you have followed all the procedures for termination of the Card as previously stated, you will be entitled to receive an annual fee (if any) back proportionately for the time of the Card's service that has not been used, calculated on a monthly basis beginning from the consecutive month following the month of termination request.
7. Any exclusion of our liability and/or our right to indemnification will not apply in case such liability occurs for any reason attributable to our fault.
8. If we collect, use and/or disclose 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"), we 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 our Privacy Notice.

For the purpose of this clause, our Privacy Notice means the document, provided and/or announced by us from time to time in connection with the Personal Data Protection Laws to the relevant individuals, that designates all means and rationales for us 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 you shall be made to our 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 our 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 us, or any person who has a legal relationship with us to the extent necessary for the performance of our 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 us to equitably and continually provide services to you or for any other purposes permitted by law.

Notwithstanding the foregoing, you agree and consent that we 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 your data which is not regarded as personal data under the Personal Data Protection Laws, as we deem appropriate.

Our 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 us or credit facilities provided by us including any agreements or arrangements relating thereto.

9. For the purpose of controlling and computing data by the Credit Bureau of which we are member, after approving the Card, we are permitted to send information in relation to the use of the Card as maintained by us to the Credit Bureau.
10. To the extent permitted by law, the amendment or exception to or under this Agreement shall not be made without our 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, we shall communicate to or notify you 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 us, such as the suspension or cancellation of credit card use in the event that we detect fraud or where you defaults on the debt or fails to comply with the terms and conditions of using the financial services, we shall be entitled to only notify such actions to you 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 we are 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 you materially causing disadvantageous or increase burdens to you 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, you have the right to give consent or deny such changes. In the event that you wish to change such conditions, you shall give consent for the change within the period and formats as specified by us.

Interest Rate, Service Fees and Charges		
Joining Fee		
- Primary Credit/Supplementary Card	-	
Annual Fee		
- Primary Credit Card	1,284 (Include VAT)	
Interest Rate, Service Fees and Charges		
Interest Rate for payment default	16% per annum ⁽¹⁾	
Cash Advance Transaction Fee	3% of the total cash advance amount/transaction ⁽²⁾	
Copy of Sales Slip Fee	THB 200/time	
Statement Re-issuance Fee	THB 100/time	
PIN Code Replacement Fee	THB 100/time	
Transaction Inquiry Fee	THB 200/time	
Debt Collection Fee	THB 100 for every cycle	
Card Replacement Fee for lost/damaged Card	THB 200/time	
Foreign Currency Exchange Risk-Hedging Premium	Not more than 2.5% of the transaction amount incurred abroad per transaction ⁽³⁾	
International ATM Access Fee for Cash Withdrawal	As prescribed by the ATM Operators	
Payment Charges	Area	
	Bangkok and Greater Bangkok	Upcountry
UOB Counter/ UOB ATMs/ UOB Direct Debit/ Mailing Cheque/UOB Personal Internet Banking	Exempt ⁽⁴⁾	
Big C	THB 10/transaction for every payment amount of THB 49,000	
Tesco Lotus	THB 10/transaction	
mPay Station	THB 15/transaction	
Counter Service (cash only and with amount not over THB 30,000 / time)	THB 15/transaction	THB 20/transaction
Bank of Ayudhaya - Counter of Bank - Electronic Channels	THB 15/transaction THB 10/transaction	
Pay@Post (cash only)	THB 10 for every payment amount of THB 50,000	
True Money Co.,Ltd.	Maximum THB 20/transaction	
CenPay	THB 5/transaction	
Cross-Bank Bill Payment	THB 5/transaction	

²The content in Annex is based on personal credit card application of the Bank.

- Credit card interest rates, services charges, fees may be amended from time to time with a prior notice atleast 30 days before the amendment become effective (service charges and fees are subject to VAT).
- The fee will be charged based on actual fee amount that the cardholder is charged by the service provider and can be changed in the future.
- For payment over THB 50,000 at Siam Commercial Bank and Bank of Ayudhya upcountry branches, cardholder will be additionally charged at 0.10% of total payment, but not exceed THB 1,000 per transaction.
- Cross-Bank Bills Payment members i.e. Siam Commercial Bank, Kasikorn Bank, Bangkok Bank, Krungthai Bank, Bank of Ayudhya, Kiatnakin Bank, Thanachart Bank, CIMB Bank, TMB Bank, Tisco Bank, Mizuho Bank, Bank for Agriculture and Agricultural cooperatives and Government Saving Bank (Data as of Oct 2018) However, type of payment channels depended on each Cross-Bank Bills Payment members announcement.
- Greater Bangkok is Samutprakan, Nonthaburi and Pathumthani
- The Bank will communicate or notify the cardholder of an information which is the substance of any change in terms and conditions of the credit card at least 30 days in advance before such change becomes effective. In case that such change would materially and adversely affect the benefits of the cardholder or materially increase burden of the cardholder, the cardholder has the right to reject such change within such 30 days period. If the cardholder does not reject such change within such 30 days period, it shall be deemed that the cardholder accepts the change as notified by the Bank. In the case which would have material adverse effect to the Bank or any other case that the Bank of Thailand may specify from time to time, the Bank would only notify the cardholder of such change in due course after its effectiveness.

Remarks:

- (1) For payment default, the Bank will calculate interest starting from the date of payment default (either from payment delay or partial payment).
- (2) For cash advance, the Bank will calculate interest starting from the withdrawal date of cash advance.
- (3) When cardholder uses credit card to make payment for goods and/or services and or cash advance in a foreign currency, the expense incurred will be collected in Thai Baht. The collected amount is converted at the applicable exchange rate by each credit card company of which United Overseas Bank (Thai) Plc is a member as of the date such expenses were collected from the Bank on actual collection basis. Where the expense is not incurred in USD, the credit card company may convert the amount into USD and in turn convert the same from USD to Thai Baht. Credit cardholders may view the exchange rates via below links for preliminary reference:
 For VISA: http://corporate.visa.com/pd/consumer_services_ex_rates.jsp.
 For MasterCard: <http://www.mastercard.com/us/personal/en/cardholderservices/currencyconversion/index.html>.
 The Bank will charge an exchange rate risk-hedging premium on top of the converted amount at a rate not exceeding 2.5% on the expenses incurred for the purpose of exchange rate risk mitigation.
- (4) For UOB Personal Internet Banking service, having saving and/or current account with the Bank is mandatory.

Example of Interest Calculation

The Cardholder has received a Statement as of February. The account statement closing date is 20 February (last day of the billing cycle). The Payment Date is within 15 March. Total Outstanding Balance to be paid in full is THB 18,389.26 The details are as follows:

POST DATE	TRANS DATE	DESCRIPTION	AMOUNT (THB)
		UOB Corporate Card /VISA/MASTER	
		XXXX XXXX XXXX XXXX	
15 FEB	15 FEB (C), (D)	Previous Balance	20,000
11 FEB	11 FEB	PAYMENT - THANK YOU	2,000 CR
20 FEB	20 FEB	Interests	389.26
		Sub Total	18,389.26
		Total Balance - UOB Corporate Card	18,389.26
		Total Fee - UOB Corporate Card	-
		Total VAT - UOB Corporate Card	-

The Bank shall calculate interest by consolidating interest for cash advance and interest for payment default and collect the total amount altogether as shown in the Statement as follows:

1. Interest Calculation Basis for Cash Advance
 $(\text{Amount of advanced cash} \times \text{interest rate (16\%)} \times \text{number of days (A)}) / 365$
 = [to be specified in a formula] = [example result] (1)
2. Interest Calculation Basis for Payment Default
 - 2.1. $(\text{expenses in the last billing cycle (every entry and by each entry)} \times \text{interest rate (16\%)} \times \text{number of days (B)}) / 365$
 = [to be specified in a formula] = [example result] (2)
 - 2.2. $(\text{remaining outstanding balance from the previous billing cycle} \times \text{interest rate (16\%)} \times \text{number of days (C)}) / 365$
 = [to be specified in a formula] = [example result] (3)
 - 2.3. $((\text{remaining outstanding balance from the previous billing cycle} - \text{amount paid}) \times \text{interest rate (16\%)} \times \text{number of days (B)}) / 365$
 = [to be specified in a formula] = [example result] (4) (1)+(2)+(3)+(4) = [total example result]

Date on which the interest start to accrue:

- For purchase of goods and/or services, the interest start to accrue on the posted date; and
- For cash advance, the interest start to accrue on the date that the advance is made until the earlier of (i) the day before the payment date and (ii) the account statement closing date.

Day Count (A): Starting from the date that the advance is made until the earlier of (i) the day before the payment date and (ii) the account statement closing date (11 FEB - 20 FEB) = 10 days.

Day Count (B): Starting from the posted date of the expenses in the last billing cycle until the last account statement closing date (7 JAN - 20 JAN) = 14 days.

Day Count (C): Starting from the last account statement closing date until the day before the partial payment is made (21 JAN - 14 FEB) = 25 days.

Day Count (D): Starting from the date on which the Bank received a partial payment until the current account statement closing date (15 FEB - 20 FEB) = 6 days.

³The content in Annex is based on personal credit card manual of the Bank.