

## APPLICATION FOR EXPORT INVOICE FINANCING ON OPEN ACCOUNT

To: TMBThanachart Bank Public Company Limited (the "bank")

Date:

Dear Sirs,

We hereby request the Bank to purchase/discount the enclosed promissory note and export commercial invoice ("Invoice") described below:

Invoice No.	Currency & Amount	Tenor
Drawer/Seller (Full name, address & contact detail)		
Drawee/Buyer (Full name, address & contact detail)		
Disposition of payment	Credit our account No. .... after deducting your charges. Apply proceeds to our Export Loan P/C No. .... the remaining balance (if any) Please credit our account No. .... Forward contract No. .... Exchange rate ..... Other instructions .....	

In consideration of your having purchased/discounted our above mentioned documents, we hereby agree as follows:

1. We confirm that the Invoice has not been paid by the buyer to date, that they have not been assigned to or in favor any person nor have we agreed to do so. We further confirm that we have not and will not obtain any other financing pertaining to the underlying transaction. We declare that the underlying trade transaction is genuine.
2. Pursuant to any sanctions now and from time to time imposed by the United of America, the European Union, the United Nations and/or any other regulatory or supervisory authority or body, the Bank shall not examine, accept, reject, discount or otherwise handle or deal with any documents, shipments, goods, payments and/or transaction in connection therewith that may relate, whether directly or indirectly, to any sanctioned countries, persons and/or parties. Accordingly, any presentation that may violate and of the aforesaid sanctions and/or applicable laws giving effect to the same may be rejected at the Bank's sole discretion without any liability whatsoever on the Bank's part.
3. We hereby agree that your purchased/discounted of Invoice is affected on a "with recourse" basis. Therefore, in the event of non-payment of Invoice, we undertake to refund to you purchased/discounted amount together with interest thereon at maximum rate as determined by yourselves from the date of disposition of proceeds as above mentioned until full payment thereof.
4. We further undertake to hold you free and harmless from and against all expenses, losses and damages howsoever incurred and/or may be incurred to you in consequence of your purchase/discount of the above-mentioned documents and to fully indemnify you immediately upon our receipt of your notice to that effect.
5. We hereby agree that this will serve as your authority to charge our account with the Baht equivalent of the Invoice Amount at the then prevailing bank's selling rate including interest and all other costs and expenses. If payment from the buyer is made to our account before the maturity date under promissory note, we agree that the Bank can deduct such fund from our account to repay our debts hereunder. In the event that the fund in our account is insufficient to settle our obligations hereunder, we agree that the Bank may increase our obligations hereunder into overdraft facility in our current account. If we do not have an approved overdraft facility with the Bank, the Bank shall have the right to increase the debt obligations into our current account as an overdraft facility and charge interest at the default interest rate. The Bank may compound interest on monthly basis in accordance with customary practice of the Bank.
6. We agree that if no payment from the buyer goes through the Bank within 60 days from the due date under the promissory note, including without limited to, payment from the buyer to another bank in compliance with my/our instruction etc., I/we agree to pay the Bank the penalty equal to 0.25 per cent calculated on the face value of the promissory note within a period of time as required by the Bank.
7. We represent and warrant that the application for credit facility or services hereunder is in accordance with [my/ our] intention and all documents and information evidencing the service and/or credit facility (the "Information") are true, accurate, legally binding and enforceable, and can be used as evidence for claim between the parties. We further represent and warrant that the Information have never been used for obtaining financial support from any financial institution or any person.
8. We agree that the Bank shall be entitled to collect, use, and/or disclose any of Information including any information on the application and/or documents submitted to the Bank for the purpose of the service, financing, and risk management of the Bank in relation to such service and/or financing and for the purpose stated in the private notice of the Bank. We further agree that the Bank may share any information to the service provider of digital infrastructure system, database provider for the data sharing among financial institutions, as well as members of such system or any other system that the Bank is a member of for the purpose of service providing or financing in which the recipient of Information may collect or use the Information for service providing, financing, or risk management of its own or other member's.
9. We represent and warrant that if any Information is considered as personal information under the Personal Data Protection Act B.E. 2562 and/or any other relevant regulations, We shall obtain a consent from the data subject or perform any actions as required by laws. We shall be responsible to all damage howsoever arising.

Yours faithfully,

 .....  
 Authorized Signature

### PROMISSORY NOTE

No. ....

Place of Issue .....

Date of Issue .....

I/We ..... promise to pay to TMBThanachart Bank Public Company Limited,

Head Office/Business Center ..... on date ..... In amount of

( ..... ) ith an interest at the rate of ..... p.a.

 .....  
 Authorized Signature