

Application for Issuance of Standby Letter of Credit or Counter Guarantee or Bank Guarantee

Date.....

We (the "Applicant") hereby request TMB Bank Public Company Limited (the "Bank") to issue letter of guarantee in favor of the beneficiary detailed as follows:

Applicant (name and address)	
Debtor [in case the Bank guarantee the other person] (if any) (name and address)	
Beneficiary (Name and Address)	
Type of guarantee (collectively hereinafter referred to as the "Letter of Guarantee") and Applicable rules (Latest Version)	<input type="checkbox"/> Standby Letter of Credit <input type="checkbox"/> UCP <input type="checkbox"/> ISP <input type="checkbox"/> Other <input type="checkbox"/> Counter-Guarantee <input type="checkbox"/> URDG <input type="checkbox"/> Other <input type="checkbox"/> Bank Guarantee ให้แก่ผู้รับประโยชน์ในต่างประเทศ <input type="checkbox"/> URDG <input type="checkbox"/> Other
Form of Letter of Guarantee	<input type="checkbox"/> as specified in the appendix attached hereto and shall be deem as an integral part hereof <input type="checkbox"/> as specified by the Bank and agreed by the beneficiary
Currency and amount	
Effective date (Issue date be applied if not specific)	
Expiry date	
Purpose (detail and/or underlying contract)	

1. We agree to be bound by abovementioned applicable rules in all respects and such applicable rules shall be deem as an integral part of this application. We shall be liable to the Bank according to those customary practices and procedures hereof.
2. We agree to pay the fee for issuance of the Letter of Guarantee to the Bank at the rate specified by the Bank. We agree to pay such fee in advance on the issuance date of the Letter of Guarantee and consecutively payment of fee at the rate and within the period specified by the Bank, upon the Bank's request, until the Bank is released and discharged from the entire liabilities under the Letter of Guarantee.
3. Where the Bank is damaged by issuance of the Letter of Guarantee under this application or the Bank make payment under the Letter of Guarantee, we agree to take full responsibility to repay to the Bank in full amount of any damage and/or expenses which is paid by the Bank including but not limited to relevant fees and expenses arising out of the issuance of the Letter of Guarantee, fees for exchange of foreign currency, stamp duties, relevant taxes, any fee arising from the payment made by the Bank.

- 4. If any demand is made against the Bank for payment under the Letter of Guarantee, the Bank, at its sole discretion, pay the beneficiary without obtaining prior consent from us and/or debtor.

We acknowledge that the obligation of the Bank to the beneficiary under the Letter of Guarantee is separated from our obligation and/or debtor's obligation under the agreement and/or any other contract between us and/or debtor. We agree that the Bank has a right to make payment to the beneficiary under the Letter of Guarantee without concerning of any right to claim under the agreement and/or any other contract among us and/or debtor and the beneficiary. It is the obligation of us and/or debtor to make such claim from the beneficiary. We hereby waive our right, under the agreement and/or any other contract among us and/or debtor and the beneficiary, to object such payment by the Bank for avoiding of repayment to the Bank under this application.

- 5. If we are in default of payment of the fee and/or any other expense in connection with the issuance of the Letter of Guarantee and/or in default of payment under clause 2 – 4 of this application, we agree to repay all debt together with interest at the default rate which is maximum interest rate announced by the Bank for charging on customers in default of payment, as at the execution date hereof is per cent per annum and such interest rate shall be changed from time to time.

The default rate shall be calculated from the date which the Bank makes demand for payment to us or the date which the Bank makes payment under the Letter of Guarantee or the date which the damage is occurred to the Bank.

If there is any material event which cause the Bank to believe that it may have adversely affected the business of us, the Bank shall have the right to amend any terms and conditions and/or increase any fee charged to us, and/or demand more security in addition to the security given to the Bank, and/or collect a fee for waiver of any applicable terms and conditions, or prescribe any other conditions as deemed appropriate by the Bank to be further notified to us.

- 6. In case that the outstanding debt under this application is in foreign currency, we agree that the Bank can convert such outstanding debt into Thai Baht. Such conversion shall be based upon the selling rate of the relevant currency for Thai Baht prescribed by the Bank in Bangkok on the date which the Bank make payment under the Letter of Guarantee and/or the maturity date of our debt.
- 7. Except for our obligation under clause 2 – 6 of this application, we agree to be liable for lawyer fee, the Bank's expenses for demand for payment, court's fee, legal execution cost incurred in connection with entering legal action to enforce payment of debt from us and/or debtor.

For security of the outstanding debt in above paragraph, we agree that the Bank is authorized to deduct any amount in our current account and/or any bank account of us opened with the Bank for a purpose of repayment of debt of us without informing us or receiving written consent from us.

Where there are insufficient funds in our accounts to settle the debts, we agree that the Bank credits the amount of debts in our current account as the outstanding debt of us under the overdraft facility. We agree to pay the Bank a compound interest therewith in accordance with customary practices of the Bank and at the maximum interest rate specified by the Bank according to Bank of Thailand's announcement, as at the execution date hereof is per cent per annum and such interest rate shall be changed from time to time. In case that we fail to comply with the condition in the application for opening current account and/or overdraft facility agreement between the Bank and us, we agree to pay interest of such outstanding debt at the maximum default rate in compliance with the procedures and customary practices of commercial bank for current account, which shall be calculated from the utilization date of the overdraft facility.

- 8. We agree that the Bank shall annually review our facility with the Bank and shall, at the Bank's sole discretion, increase, decrease such facility.

Signature..... Applicant
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Signature..... Debtor (if any)
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