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**Date:**

## **TERMS AND CONDITIONS**

**FOR**

## **COMSUITE PAYABLES FINANCE**

**(Obligor Kick)**

## **BANK OF AYUDHYA PUBLIC COMPANY LIMITED**

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This Terms and Conditions for COMSUITE Payables Finance (“the Agreement”) is made on the [•] day of [•], 20[•] between [•] (the “Customer” or the “Obligor”) of the one part; and Bank of Ayudhya Public Company Limited (the “Bank” or the “Purchaser”) of the other part.

## **1. Definitions**

In these Term and Conditions, the following terms have the following respective meanings, any other terms which are not defined in this Agreement shall have the meanings as given in the Master Agreement:

“Account” means each of the accounts which the Customer may register by the Application in relation to the Services;

“Agreement” means the agreement made and entered into between the Customer and the Bank under these Terms and Conditions;

“Application” means the COMSUITE Payables Finance Customer Information Registration Sheet (for Obligor) which the Customer shall submit to the Bank in relation to the Services;

“Commencement Date” means the date when the Bank agrees to provide the Software to the Customer who submits the Application and the Bank is ready to provide the Services.

“Financial Institution Concerned” means each of the financial institutions (other than the Bank) involved in the implementation of the Services;

“Manual” means the manual and other documents relating to the Software;

“Master Agreement” means the Receivables Purchase Agreement to which the Customer is a party;

“Obligor” means the party defined as the Obligor in the Master Agreement and this Agreement;

“Purchase of Receivables” means transactions of purchasing receivables under the Master Agreement and this Agreement to which the Customer is party as the Obligor;

“Purchaser” means the party defined as the Purchaser in the Master Agreement and this Agreement;

“Services” means the services provided by the Bank in any manner, including through the System, as stipulated in Clause 3.2;

“Seller” means the party defined as the Seller in the Master Agreement and this Agreement;

“Software” means the software (including supplementary tools, the Manual and other related documents and information) for the exclusive use of the Services;

“System” means the Bank’s computer system, including but not limited to the web site, provided by the Bank for the exclusive use of the Services to support the Payables Finance Transaction;

“Payables Finance Transaction” means payables financing transaction.

Whereas, the Customer who is an Obligor under the Master Agreement dated [\*] entered into between Bank of Ayudhya Public Company Limited (the “Purchaser”) and the Obligor; whereas, in order to facilitate the Bank’s operation work flow for the Payables Finance Transaction,

the Customer wishes to utilize the COMSUITE Payables Finance via internet in accordance with these Terms and Conditions.

Prior to the utilization of the Services, the Customer shall register for using the Services by filling in the Application and submitting it to the Bank.

## **2. Purposes**

- 2.1 The Customer has applied as the Obligor for the Master Agreement regarding the Purchase of Receivables. The purpose of the Services is to allow the Customer to make delivery of documents or any other communication to the Purchaser via internet, and to facilitate the smooth distribution of relevant information between the parties.
- 2.2 The Customer shall, subject to the approval of the Bank, register the Services by submitting the Application to the Bank and the Bank shall, subject to these Terms and Conditions, provide the Services to the Customer through the System and the Software.

## **3. Software License and Services**

- 3.1 The Bank hereby grants the Customer a non-exclusive and non-transferable right to use the Software for utilizing the Services subject to these Term and Conditions;
- 3.2 The parties shall comply with the following steps for utilizing the Services in accordance with these Terms and Conditions;

(1) the Obligor shall register the details of the Invoices with the Obligor as the payer of such Invoices and the Obligor shall upload the file(s) of that Invoices to the System;

- (2) the Obligor shall confirm payment for any Invoices by selecting from Invoices uploaded by the Obligor and shall also consent to the assignment of such selected invoices (the "Receivables") pursuant to the Instrument of Assignment for such Receivables and Notice of Assignment to be executed between the Seller and the Bank described hereunder and in the Master Agreement;
- (3) if the Seller agrees and accepts the Discount Rate as per the formula prescribed in the Master Agreement, the Seller shall, by the method prescribed by the Bank, execute the Application of Assignment (as named as the "Application to Assign" on the web site) and Instrument of Assignment for such Receivables and submit such documents electronically to the Bank. The Application of Assignment (as named as the "Application to Assign" on the web site) and Instrument of Assignment will constitute an offer by the Seller to sell the Receivables to the Bank;
- (4) the Bank will confirm the Discount Rate for the Receivables via phone to the Seller;
- (5) after the Seller executes the Application of Assignment (as named as the "Application to Assign" on the web site) and Instrument of Assignment, the Notice of Assignment will be automatically and electronically submitted to the Obligor for the Obligor's acknowledgement of the sale and assignment of such Receivables. Upon the execution of an Instrument of Assignment, all the Seller's rights, titles and interest to all Receivables listed in the relevant Instrument of Assignment shall be legally transferred to the Bank.

3.3 Each communication or instruction (including manifestation of intention) during the use of Services shall become effective at the time when such a communication reaches at a party and such party is able to access it through the System without any trouble.

3.4 In case where the Customer communicates or instructs (including manifest intention) the Bank during the use of Services and the Customer communicates or instructs the same through any other means, the former shall prevail.

#### **4. The Software**

4.1 The Customer may use the Software solely in such location, with the equipment and in the environment as the Bank may approve. The Customer shall prepare and maintain such location, equipment and environment.

4.2 The Customer shall comply with the instructions given in the Manual for the use of the Software.

4.3 The Customer acknowledges that the System is designed for customers in general and that it may not serve a specific need of any particular customer.

4.4 The Customer shall immediately notify the Bank of any malfunction of the Software ("Malfunction" means hereinafter any discrepancy between the functions actually performed and those specified in the Manual). The Bank shall make commercially reasonable efforts to rectify such Malfunction; provided that the Bank shall have no obligation to rectify the following Malfunctions:

(1) Malfunctions caused by the use of the Software other than in the manner provided herein or designated by the Bank;

(2) Malfunctions caused by the use of the Software other than by the person designated by the Customer under Clause 24; and

(3) Malfunctions which are not immediately reported to the Bank by the Customer after the Customer's becoming aware of it.

The Bank shall in no case be liable for any damages caused due to any Malfunctions in the Software, except in the case of gross negligence or willful misconduct of the Bank.

- 4.5 If the COMSUITE Payables Finance supplemental tool (the "Supplemental Tool") is designated by the Bank as a supplemental tool for utilizing the Services, the Bank shall be deemed to have granted the Customer a non-exclusive and non-transferable right to use the Supplemental Tool subject to these Term and Conditions. The Supplemental Tool shall form a part of the Software.
- 4.6 The Bank may from time to time make changes to the Software and the Services without notice to the Customer, unless such changes relate to the essential part thereof. The Bank shall notify the Customer of such changes to the extent that such changes will affect the Customer's utilization of the Services; provided that announcement of any change to the Software and Service on the Bank's website shall be deemed notification to the Customer. .

## **5. Prohibition**

The Customer shall not:

- (1) grant the right to use, assign, sell, buy, or lease the Software to any third party, or create security interest over the Software for the benefit of any third party;
- (2) copy, change, translate, adapt, analyze, reverse-engineer, disassemble, decompile or develop its application software or do any similar acts with respect to the Software;
- (3) use the Software other than in the manner provided herein or designated by the Bank; or

(4) use the Software other than for the purposes of the Master Agreement and this Term and Conditions

## 6. Service Charge

- 6.1 The Customer shall pay fees for the Services in accordance with the fee schedule which the Bank may set forth from time to time. Fees for the Services shall be effective from the Commencement Date until further notice.
- 6.2 The Customer shall pay all costs (including remittance charges) for the Services which may be charged by the Bank and/or Financial Institution Concerned in relation to the Services.
- 6.3 The Bank is hereby authorized to debit [***the account to be designated by the Customer***] with the amount of the fees and costs referred to in Clause 6.1 and 6.2, without notice to the customer and without presenting any check or any withdrawal slip with its bank book. In the event that the Bank is unable to debit the amount from such account, the Bank may, upon notice to the Customer, demand the payment of such fees and costs, together with maximum default interest at the rate charged by the Bank from time to time to its commercial borrowers in accordance with applicable laws and relevant notification of the Bank.
- 6.4 If any deduction or withholding is made by any tax authorities from the fees and costs payable hereunder, the Customer shall pay such additional amounts as may be necessary to ensure that the Bank receives an amount equal to the amount which it would have received if such deduction or withholding had not been made.
- 6.5 The Bank shall be entitled without notice to the Customer to withhold and set-off any sum due from, or payable by, the Customer to the Bank



against any sum due from, or payable by, the Bank to the Customer whether under this Agreement or otherwise .

## **7. Taxes and Public Charges**

The Customer shall pay all taxes and public charges which may be levied in relation to this Agreement.

## **8. Term**

The term of this Agreement shall be one (1) year commencing on the Commencement Date. This Agreement shall be renewed automatically for a period of one (1) year, unless a written notice is given by the Bank or the Customer to the other party to terminate this Agreement not later than thirty (30) days prior to the expiration date of this Agreement. The same shall apply for the period of the term thereafter.

## **9. Termination**

9.1 The Customer or the Bank may, at any time, terminate this Agreement by giving not less than thirty (30) days prior written notice to the other party.

9.2 This Agreement may be terminated with immediate effect without any notice from the Bank, if there is any event which makes it difficult or impossible for the Bank to provide the Service or if any of the following events occur with respect to the Customer;

(1) the Customer being unable to pay its debts generally, or an application or petition being made against or by the Customer for commencement of bankruptcy proceedings, commencement of civil rehabilitation proceedings, commencement of corporate reorganization proceedings or commencement of liquidation;

- (2) any clearing house taking measures against the Customer for suspension of transaction with banks and similar institutions;
- (3) an administrator, receiver or other similar official being appointed with respect to the Customer;
- (4) any event having an effect analogous to any of the foregoing in any jurisdiction;
- (5) the whereabouts of the Customer becoming unknown and a notice of the Bank is not being received by the Customer at the last address designated by the Customer;

9.3 The Bank may terminate this Agreement by giving notice to the Customer, if any of the following events occurs with respect to the Customer:

- (1) an order of provisional attachment, preservative attachment or attachment being made or a notice thereof being dispatched with respect to a monetary claim of the Customer on the Bank or any other financial institution;
- (2) an attachment being made against the Customer with respect to unpaid taxes or other public charges;
- (3) a breach of any provision of these Terms and Conditions;
- (4) the Services not being utilized for a period of [one (1) year] after the day on which the Services were made available or lastly utilized; and
- (5) any circumstance arising in which the Bank may not be able to provide the Services (in the case of closure of all Accounts or otherwise).

- 9.4 This Agreement shall be automatically terminated without notice or other acts of the Bank or the Customer, if the Master Agreement is terminated for any reason.
- 9.5 On or after the termination of this Agreement, the Bank shall have no obligation to process any instructions given by the Customer; provided that the acts which the Bank has done prior to receiving the notice of the termination of the Agreement shall be valid and effective.
- 9.6 Upon termination of this Agreement, the Customer shall, without delay and on its responsibility, delete and uninstall the Software and return the documents and other materials delivered by the Bank to the Customer in relation thereto or take any other steps necessary to comply with the provisions in Clause 19; provided that the Customer shall promptly confirm to the Bank the uninstallation of the Software and the return of the documents and/or any related materials referred to above, if so requested by the Bank.

## **10. Access to the System**

- 10.1 Access to the System shall be made by using (i) the customer ID, (ii) user IDs and passwords (iii) digital certificates and (iv) one-time password generated using the OTP Tokens (as defined hereinafter) ((i), (ii), (iii) and (iv) together referred to as the "Access Code"). In case where the Bank is unable to confirm the identity of the Access Code, the Bank may reject the access to the System.
- 10.2 In case where the Bank confirms the identity of the Access Code, the Bank may regard such access to the System as being made by a duly authorized person and may effect the instructions given thereby. As long as the identity of the Access Code is confirmed, the Bank shall in no case be liable, even if instructions and access to the System are not authorized.

- 10.3 The Customer acknowledges that the digital certificates are issued by the Bank (the "Certification Authorities") and agrees to comply with the provisions in the Certification Practice Statement of the Bank displayed on the web-site. The provisions in this Clause 10.3 shall not prevent the Bank from using service for issuance digital certificate from other certification authorities.
- 10.4 The Customer shall on its responsibility keep under control the Access Code and the IC cards for digital certification on loan from the Certification Authorities and the tokens for one-time passwords on loan from the Bank (the "OTP Tokens")
- 10.5 Upon termination of this Agreement, the Customer shall comply with the provisions in the Certification Practice Statement of the Bank and shall, at the request of the Bank and on its responsibility, destroy the IC cards for digital certification and the OTP Tokens or take any other steps necessary to comply with the provisions in Clause 19; provided that the Customer shall promptly return to the Bank such IC cards for digital certification and OTP Tokens, if so requested by the Bank. The Bank shall not be held liable to any damages which the Customer may suffer as a result of failure or delay in taking such steps.
- 10.6 If any IC card for digital certification or OTP Tokens is stolen, lost or improperly used or fails to function properly or if the Access Code is divulged or otherwise disclosed to a third party, the Customer shall comply with the provisions in the Certification Practice Statement of the Bank and shall immediately notify the Bank thereof.

## **11. Communication Networks**

- 11.1 The Customer acknowledges that the Services are provided through the communication networks (including the internet). In this regard, the Customer confirms that the Customer understands the risks involved

in such communication networks and is satisfied with the security measures taken by the Bank against such risks.

- 11.2 The Customer shall on its own responsibility make the necessary arrangements for the communication networks necessary to connect with the System and shall indemnify the Bank against any fees, costs or damages which the Bank may incur as a result of any act of, or any event attributable to, the Customer relating to the Customer's use of the communication networks. The Customer shall comply with the conditions of the use and the instructions given by the network service providers in relation to the use of the communication networks and shall forthwith pay fees and other charges and pay for other claims upon demand by the network service providers.

## **12. Maintenance and Suspension**

- 12.1 The Bank shall provide such maintenance services as the Bank may deem necessary for the System.
- 12.2 The Bank may suspend the System temporarily, if required for the maintenance services for the System.
- 12.3 If there occurs unlawful interference by a third party with the System or any other event which causes failure of the System, the Bank may suspend the System temporarily without a prior consent of the Customer.

## **13. Intellectual Property Rights**

- 13.1 All copyrights, patents, utility models, designs, trademarks and other intellectual property rights ("Intellectual Property Rights") relating to the Software shall remain as the property of the Bank and shall not be assigned or transferred to the Customer by virtue of the Agreement.

13.2 To the best of the Bank's knowledge, the Bank confirms that as of the Commencement Date, the Software does not infringe any third parties' Intellectual Property Rights.

## **14. Infringement**

The Customer shall forthwith notify the Bank of any action, injunction, claim for damages or other claim which is or may be made by a third party asserting that the Software infringes such third party's Intellectual Property Rights. The Bank shall exert its best efforts to resolve such dispute. The Customer shall comply with the instructions of the Bank and cooperate with the Bank in respect of such dispute with a third party.

## **15. Exclusion of Liabilities**

15.1 The Bank shall not be liable to the Customer for the following damages:

- (1) damages caused by natural disaster, incident, disturbance, war, restriction by applicable laws and regulations, measures imposed by a government, courts or other public organizations or other unavoidable occurrences (including those events relating to the equipment and facilities for the Service);
- (2) damages caused by error, failure, delay in transmission of data, messages or information, or breakdown, error, malfunction, mutilation, suspension (including such suspension as set forth in Clause 12 except for an event attributed to the gross negligence or willful misconduct of the Bank), inaccuracy or omission of, or resulting from, terminals, public communication networks, the internet or other communication networks or computers (including hardware and software other than the Software);
- (3) damages caused by the compliance of any Financial Institution

Concerned with laws and regulations or customs and practices of the country in which it is located or its internal rules, or damages caused for reasons attributable to any Financial Institution Concerned;

- (4) damages caused by the Bank's compliance with applicable laws, regulations, customs and practices or its internal rules;
- (5) damages caused by instructions to the Bank which are not duly executed by authorized person of the Customer;
- (6) damages caused by the Bank's non-fulfillment of instructions in cases where the Bank does not have any obligations to effect such instructions given by the Customer, including cases where the Bank may delay effecting such instructions in accordance with the provisions of these terms and conditions;
- (7) damages caused by divulgence of information or failure, error, delay, inaccuracy, omission or alteration in transmission of information or other similar incidents due to unlawful interference or wiretapping by a third party with terminals, communication networks and computers;
- (8) damages caused by divulgence of the security information (including the Access Code) or theft, unauthorized use, loss or malfunction of, or illegal use by a third party of, the IC cards for digital certification or the OTP Tokens or any other similar incidents;
- (9) damages caused by the use of the Services other than in the manner provided for herein or designated by the Bank; or
- (10) damages caused by force majeure or for reasons other than willful misconduct or gross negligence of the Bank.

15.2 If an event occurs for which the Bank is responsible in relation to the implementation of the Services, the Customer shall notify the Bank thereof immediately after becoming aware of it. The Bank shall not be liable in the event that the Customer fails to notify the Bank immediately upon the occurrence of such event.

## **16. Indemnity**

The Customer shall indemnify the Bank against the following damages, costs and expenses which the Bank may sustain:

- (1) damages, costs and expenses attributable to any act (including the use of the Software) of the Customer and damages, costs and expenses caused for reasons attributable to the Customer;
- (2) costs and expenses incurred in relation to the execution of the Agreement (including stamp duties);
- (3) costs and expenses incurred in relation to the exercise and enforcement of the rights under the Agreement (including legal fees); and
- (4) damages, costs and expenses incurred by infringement of a third party's intellectual property rights due to any changes made by the Customer to the Software.

## **17. Compliance with Laws and Regulations**

17.1 The Customer shall, on its own responsibility, comply with all applicable laws and regulations and shall take all necessary actions to procure necessary registrations and approvals or otherwise.



17.2 This Agreement shall immediately cease to be effected, if this Agreement is in violation of the laws and regulations.

## **18. Exclusion of Anti Social Forces**

18.1 The Customer represents, warrants and covenants to ensure that it, its parents, subsidiaries, related companies and those employees and shareholders with 50% of the voting rights (collectively, including the Customers, the "Related Parties") do not or shall not in the future fall under the following categories (collectively, the "Anti Social Forces"):

- (1) an organized crime group;
- (2) a member of an organized crime group;
- (3) a quasi-member of an organized crime group;
- (4) a related company or association of an organized crime group;
- (5) a corporate racketeer; or
- (6) other equivalent groups of the above.

18.2 The Customer represents, warrants and covenants to ensure that the Related Parties themselves or through the use of third parties have never conducted or will not conduct in the future any of the following actions:

- (1) a demand with violence;
- (2) an unreasonable demand beyond the legal responsibility;
- (3) use of intimidating words or actions in relation to transactions;

- (4) an action to defame the reputation or interfere with the business of the Bank or any of its affiliates by spreading rumors, using fraudulent means or resorting to force; or
- (5) other equivalent actions of the above.

18.3 The Customer shall immediately provide the Bank with documents or information of the Related Parties (including, without limitation, the registered, principal, office or residential address, formal name and birth date) requested by the Bank anytime for the purpose of identity verification and screening of Anti Social Forces by the Bank.

18.4 After becoming aware that the representations and warranties in Clause 18.1 and 18.2 are not or were not true or that the Customer breached the covenants in Clause 18.1 and 18.2, the Agreement shall be immediately terminated.

## **19. Confidentiality**

19.1 The Customer shall keep confidential all information disclosed by the Bank and other information made known to the Customer in relation to this Agreement and shall not use such information other than for purposes of this Agreement. The Customer shall not disclose, or allow to be disclosed, to any third parties such information and other information relating to this Agreement.

19.2 Notwithstanding the provisions in Clause 19.1, the Bank may disclose this Agreement and other related documents to the competent authorities, courts or other governmental bodies upon request or pursuant to applicable laws and regulations.

19.3 The Customer hereby grants consent to the Bank to exchange with or disclose, transmit and/or transfer to the entities within its financial business group, its data processors, third-party service providers (outsource), its agents, subcontractors and/or co-branding partners

the Customer's personal data and other data provided by the Customer to the Bank for the use of the services that are necessary to be disclosed for the purpose of providing the services in accordance with this terms and conditions, including for the purposes of carrying out risk assessment; preventing and detecting fraud include investigating fraudulent transaction; improving the Bank's products and services; communicating with the Customer about the services; supporting the Bank's service operations; for the benefit of debts collection process; for the benefit of data processing and for investigating payment transactions.

- 19.4 The Customer agrees and consents that the Bank has the right to disclose any information and details of the Customer under this Agreement or any documents relating to this Agreement to the Bank's successors or assignees.
- 19.5 In case where the Bank contracts third party certification authorities, the Bank may, notwithstanding the provisions in Clause 19.1 and to the extent necessary therefore, provide to such certification authorities any information relating to the Customer; provided that such certification authorities are under confidentiality obligations with respect to such information.
- 19.6 The obligations of each party under Clause 19.1 shall survive the termination of this Agreement.

## **20. Severability**

If any provisions of these Terms and Conditions become unenforceable due to interpretation, application or administration of the laws or regulations, the other provisions shall, to the extent possible, continue to be in full force and effect.

## **21. Assignment**

The Customer shall not assign or lease to a third party, or create any security interest in favor of a third party over, the rights and obligations under this Agreement.

## **22. Laws and Regulations**

The terms "laws and regulations" and "taxes and public charges" used in these Terms and Conditions shall mean laws and regulations and taxes and public charges of all countries concerned.

## **23. Implementation of the Services**

- 23.1 The Customer hereby requests the Bank to provide the Services in accordance with the instructions to be given by the Customer through the System and the Bank agrees to provide the Services in accordance therewith.
- 23.2 In order to utilize the Services with respect to the Accounts of the Customer maintained with Financial Institution Concerned (other than the Bank), the Customer acknowledges that the relevant authorization must be given to such Financial Institution Concerned and the Bank by the Customer, with respect to the disclosure of information, debiting of the Accounts for fund transfer and other matters necessary for the implementation of the Services.
- 23.3 The Customer shall not independently nullify, cancel or amend its instructions given for the Services due to misunderstanding or otherwise. In case the Customer wishes to nullify, cancel or amend its instructions, the Customer shall inform the Bank in accordance with the procedures stipulated by the Bank and shall proceed strictly as instructed. The Customer acknowledges that in case any instruction is

in the process that the Bank cannot nullify, cancel or amend, we shall not make any claim against the Bank.

23.4 In the case of any discrepancy between the instructions for the Services alleged to be given by the Customer and the electromagnetic records thereof kept by the Bank, the latter shall prevail.

23.5 The Customer shall from time to time review the transactions made through the Services and shall immediately notify the Bank of any irregularities therein.

## **24. Administrators and Users**

24.1 Pursuant to the procedure set forth by the Bank, the Customer shall register with the Bank the administrators (each an "Administrator") who use the Access Code (including IC cards for digital certification and OTP Tokens) and supervise users (each a "User") on behalf of the Customer.

24.2 Pursuant to the procedure set forth by the Bank, the Customer shall register with the Bank the Users who use the Access Code (including IC cards for digital certification and OTP Tokens) on behalf of the Customer. The Bank may, if necessary, disclose to the Users any information relating to the Services which the Bank has disclosed to the Administrators.

24.3 Neither Administrators nor Users shall use the Access Code (including IC cards for digital certification and OTP Tokens) jointly with others, or lend or transfer the same to others.

24.4 The Customer shall be responsible for the appointment of, and supervision over, the Administrators and the Users and shall take appropriate measures to prevent unauthorized access to the System by a person other than the Administrators and the Users.

- 24.5 Pursuant to the procedure set forth by the Bank, the Customer shall immediately notify the Bank of any change to the Administrators, the Users and the registration relating thereto. The Bank may deem that the details previously registered relating thereto were retained unchanged until the Bank completes the procedure for such change. The Bank shall not be liable to the Customer for any damages caused by such changes, save in the case of gross negligence or willful misconduct of the Bank. The change of the Administrators, the Users and the registration relating thereto shall not be affected to the details as previously registered with the Bank.
- 24.6 The Customer confirms that the Customer has duly granted the power and the authority to Administrators and Users to perform the transactions under this Agreement.

## **25 Personal Information**

- 25.1 The Bank may use the personal information (such as the name, section/department, title, telephone number, facsimile number and e-mail address, which identifies any particular individual) provided by the Customer in relation to the Services for the following purposes:
- (1) to administer the application for, and implementation of, the Services;
  - (2) to verify the identity of any person under the Act on Prevention of Transfer of Criminal Proceeds of Japan (Act No. 22, 2007, as amended) or any corresponding laws and regulations in other jurisdictions and the qualification for the Services;
  - (3) to conduct research and development for financial instruments and services, including the market research and data analysis and the questionnaires to be conducted internally by the Bank;

- (4) to propose any financial instruments and services of the Bank and its affiliated and other related companies, by direct mailing or otherwise;
- (5) to exercise the rights and to perform the obligations in accordance with applicable laws and contracts with the Customer; and
- (6) other than the foregoing, to facilitate the transactions with the Customer.

25.2 Where the Customer has provided to the Bank personal data of any other person :

- (1) the Customer undertakes to verify the accuracy and completeness of such person's personal data provided by the Customer to the Bank, and to notify the Bank of any change to the personal data provided;
- (2) the Customer warrants that the Customer has obtained consent or can rely on other legal basis for the collection, use, disclosure and/or transfer of such personal data in compliance with applicable laws;
- (3) the Customer warrants that the Customer has informed such person of the Bank's privacy notice; and
- (4) the Customer warrants that the Bank can lawfully collect, use, and further disclose and/or transfer of such personal data for the purposes set out in the Bank's privacy notice (as may be amended from time to time), including the purposes set out in this Agreement .

## **26. Amendments or Changes to these Terms and Conditions**

The Bank may from time to time make amendments or changes to these Terms and Conditions. The Bank shall notify the Customer of such amendments or changes to the extent that such amendments or changes will affect the Customer's utilization of the Services over the web site of the Bank or via any channel as the Bank deems appropriate. The Bank shall in no case be liable for any damages caused due to any amendments or changes to these terms and conditions, except in the case of gross negligence or willful misconduct of the Bank.

## **27. Governing Law and Jurisdiction**

27.1 These Terms and Conditions and this Agreement shall be governed by, and construed in accordance with the laws of Thailand.

27.2 The Thai courts have the non-exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms and Conditions or this Agreement.

27.3 This Agreement shall form an integral part of the Master Agreement, provided, however, that if any provisions of this Agreement (as may be amended or renewed from time to time) present any inconsistency or contradiction with the Master Agreement, the provision of this Agreement shall prevail. The governing law and jurisdiction of matters arising out of or in connection with the Agreement (including matters in connection with the Master Agreement) shall be determined in accordance with Clauses 27.1 and 27.2.

Signed.....The Customer/The Obligor  
(.....)



For and on behalf of.....

Signed.....The Bank/The Purchaser  
(.....)

For and on behalf of Bank of Ayudhya Public Company Limited

\*For more details about the Bank's privacy notice, please visit  
[www.krungsri.com/pdpa/privacy-notice-en](http://www.krungsri.com/pdpa/privacy-notice-en)