



Indemnity Agreement for Aval or Acceptance of Bill

Date.....

I/We.....
 Juristic entity registration no./ID. Card no.....located at.....,
 Moo no....., Soi/Alley....., Road,
 Sub-district/Tambol, District/Amphur,
 Province, hereinafter referred to as the “**Promisor**”, enter into this
 agreement to United Overseas Bank (Thai) Public Company Limited, hereinafter referred to as the
 “**Bank**” as evidence in accordance with the following terms and conditions.

Clause1. Details of the Transaction

The Promisor requests the Bank to aval accept the Bills which are
 Promissory note bill of exchange with details of the promissory note/bill of exchange,
 hereinafter referred to as “**Bills**”, are as follows:

| No. | Bills No. | Date of issuance of Bills | Amount | Due date | Name of payee |
|-----|-----------|---------------------------|--------|----------|---------------|
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(If there is insufficient space to specify all details of the Bills, please use “**Attachment**”, which forms an integral part of this agreement.)

The Promisor acknowledges that the Bank may, at any time, suspend this credit facility, in whole or in part without having to indicate the reason and/or without requiring to provide any prior notice to the Promisor.

The Bank does not agree to bind itself to become liable as a joint debtor with the Promisor in repaying the debt of the Promisor under the aval or the Bills’ acceptance (as the case may be) according to this agreement.

Clause2. Payment under the Bills

The Promisor promises that regardless of any circumstances the Promisor shall not be entitled to restrict the Bank from making payments under the Bills which the Bank has avaled and/or accepted, where if the Bank has been requested to make payments under such aval and/or acceptance then the Bank shall make such payments without requiring any prior notice to the Promisor.

Where the Bank is demanded to make payments pursuant to such aval or acceptance under the aforementioned Bills, or where the Bank incurs any losses or damages arising from the aval and/or acceptance of any or all Bills, the Promisor agrees to fully indemnify the Bank immediately upon the Bank’s demand together with interest as stated in Clause 3.

Clause3. Calculation of Interest

The interest shall accrue on a daily basis (1 (one) year shall be 365 (three hundred and sixty-five) days for Bills in Thai Baht currency and 1 (one) year shall be 360 (three hundred and sixty) days for Bills in other currencies).

The Promisor agrees that the interest under this agreement shall be at the default interest rate equal to MINIMUM RETAIL RATE (MRR) ("Interest Rate") plus 3 (Three) percent per annum without any prior notice to the Promisor, provided that the default interest rate shall not exceed the rate prescribed by law. The default interest rate shall be calculated from the date where the Bank made payment under the Bills until the date of actual repayment to the Bank in full. The Promisor agrees and acknowledges that the Bank is entitled to immediately announce a change to the Interest Rate in accordance with the notifications of the Bank which is notified at its principal office, branch offices and on the website of the Bank, or in notifications of the Bank of Thailand or notifications of any agencies or as prescribed by laws at that time, provided that such Interest Rate shall not exceed the rate prescribed by laws. If the default interest rate is changed, the Promisor agrees that the Bank shall be entitled to change the default interest rate immediately from the date on which the changed interest rate is effective without requiring any notice to the Promisor or consent from the Promisor.

Clause4. Payment

Unless otherwise stipulated under this agreement, any payment of the principal and/or interest, including any other payment as stated herein shall be made by the Promisor to the Bank at the Bank's office on the Bank's business day and within the Bank's business hours. If any payment's due date is a non-Bank's business day, the Promisor agrees to make such payment on the next Bank's business day.

Any payment under this agreement shall be made by the Promisor without any tax deductions, penalties, tax, duties or other like duties and taxes whether it has been incurred in the present or shall be incurred in the future. The Promisor shall not claim any right or set-off. Where the Promisor is required to withhold any sums for tax, the Promisor shall increase the amount to be paid to the Bank to compensate for the tax so that the Bank receives the full amount of payment as if no tax deduction had been made. Even where liability under the Bills which have been availed and/or accepted by the Bank can no longer be enforced for any reason whatsoever, or the Promisor raises a defence against liability under the Bills, the Promisor agrees to not raise an objection or a dispute with the Bank in respect of the payment made by the Bank or the Bank's action not to raise the aforementioned objection or dispute.

Clause5. An Integral Part of the Master Agreement

Where the parties have entered into the master agreement ("**Master Agreement**"), this agreement shall form an integral part of the Master Agreement and the terms and conditions under the Master Agreement shall be applied to this agreement.

The Promisor has read and understood this agreement and has caused this agreement to be duly executed on the day first written above.

Signed..... the Promisor
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| <p>For Bank use only</p> <p>Signed.....Verifier of the signature ()</p> <p>Date.....</p> |
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