



**Indemnity Agreement for the Issuance of Letter of Guarantee
(Issued in the name of the "Borrower" or "Other")**

BGAPTHXX001

Date

I/We
juristic entity registration no./identification card no., located at, Moo no.,
Soi/ Alley....., Road, Sub-district/
Tambol, District/Amphur, Province, hereinafter
referred to as the "Borrower", enter into this agreement with United Overseas Bank (Thai) Public Company Limited,
hereinafter referred to as the "Bank", as evidence, which shall include the following terms and conditions:

Clause 1. Details of the Letter of Guarantee

The Borrower requests the Bank to issue a letter of guarantee

Via electronic channel (Electronic Guarantee) for Borrower Other person (please specify), hereinafter referred to as

the "Debtor" by requesting the Bank to issue letter of guarantee in the type of:

- Bid bond
- Utilization of Credit facility
- Advance payment
- Performance bond
- Employment
- Retention bond/Maintenance bond
- Other(specify)

In favor of hereinafter to as the "Beneficiary", in accordance with
the agreement/underlying obligation in the type of

No.....

Date hereinafter referred to as the "Underlying Agreement", in the total amount of not exceeding
(.....) for the guarantee which is:

- valid within a specific period of time from to
- valid within a specific period of time from to, where it is agreed that the Bank gives consent
to the Beneficiary to extend the period in accordance with the Underlying Agreement to the Borrower and/or the Debtor.
- valid without specific period, effective from onwards until the Borrower and/or the Debtor is released
of all obligations under the Underlying Agreement to the Beneficiary.

In this regard, if the first day of the effective date of the guarantee as specified above is prior to the date the Bank issues
the letter of guarantee, constituting a retrospective guarantee, the Borrower and/or the Debtor agrees to certify that on the date the
request to the Bank for issuance of guarantee is made, neither the Borrower and/or the Debtor is a defaulting party to any
agreement nor is in breach of any conditions under the Underlying Agreement against the Beneficiary.

Clause 2. Payment of the Letter of Guarantee Fees

The Borrower and/or the Debtor agrees to pay the fees for the
issuance or renewal of the letter of guarantee to the Bank in advance at the rate prescribed by Bank at any time. Such fee will be
collected throughout the term of the letter of guarantee from the date the Bank issues/renews the letter of guarantee until the Bank
is released of all obligations and/or receives the original letter of guarantee and/or the Beneficiary issues a written notice or a notice
via electronic means to the Bank in the case of an electronics guarantee confirming the termination of the obligations under the
guarantee or the release of the guarantee to the Bank. The Borrower and/or the Debtor agrees that the Bank shall immediately
deduct the Borrower's and/or the Debtor's account in accordance with the procedures specified in Clause 9. below for the payment
of fees and expenses for notification or communication in respect of the guarantee.

Clause 3. Notification of the Outstanding Debt under the Letter of Guarantee

The Borrower and/or the Debtor shall
provide a written notice together with a copy of all evidence for each period in which the Borrower and/or the Debtor repays the debt
guaranteed by the Bank so that the Bank is aware of the released obligations and outstanding obligations owed to the Beneficiary.

Clause 4. Payment under the Letter of Guarantee

Where the Beneficiary has provided a written notice to the Bank or
a notice via electronic means that the Borrower and/or the Debtor fails to pay any amount, penalties, legal expenses or other
damages under the Underlying Agreement, the Borrower and/or the Debtor agrees that the Bank shall immediately pay for any
sums demanded for the amount under the letter of guarantee without prior notice to the Borrower and/or the Debtor and without
having to consider any objections or prohibitions of payment notified to the Bank if the Borrower and/or the Debtor has such
objections. Where the Borrower and/or the Debtor objects to the payment due to any reason whatsoever or the Borrower and/or the
Debtor raises any defence that it is not in breach of the Agreement as alleged by the Beneficiary, the Borrower and/or the Debtor
shall bring a lawsuit directly against the Beneficiary.

In addition, the Borrower and/or the Debtor shall not deny the liability in reimbursement of payment which has been
advanced by the Bank. The Borrower and/or the Debtor agrees that the Borrower and/or the Debtor shall not assign its rights to or
authorise any third party to receive any amount under the Underlying Agreement, whether in whole or in part, unless a prior written
consent of the Bank is obtained. In the case that the Borrower and/or the Debtor does not comply with the aforementioned terms, it
shall be deemed that the Borrower and/or the Debtor has breached the Agreement and caused disadvantageous to the Bank. The
Borrower and/or the Debtor shall revoke such action and agrees to pay for any damages arising from such breach to the Bank in
full together with interest as specified in Clause 6 without any defences or objections.

Clause 5. Waiver of Defenses

To the extent permitted by law, the Borrower and/or the Debtor agrees that the Bank's
right of recourse against the Borrower and/or the Debtor shall not be impaired as a result of (a) the Bank's omission in raising the
Borrower's and/or the Debtor's defenses against the Beneficiary, regardless of whether the Bank is aware of such defenses, or (b) a
non-payment instruction has been provided to the Bank.

Clause 6. Calculation of Interest and Default Interest The calculation of interest shall be on a daily basis and 1 (one) year shall be 365 (three hundred and sixty-five) days for the credit facility in Thai Baht currency and 1 (one) year shall be 360 (three hundred and sixty) days for the credit facility in other currencies (including the first day of the interest period and excluding the last day of such interest period), unless the Bank specifies otherwise.

If the Bank has already made repayment to the Beneficiary, the Borrower and/or the Debtor agrees to compensate the Bank in accordance with the sum paid by the Bank together with interest at the default interest rate equal to MINIMUM RETAIL RATE (MRR) ("Interest Rate") plus 3 (three) percent per annum without prior notice to the Borrower and/or the Debtor, provided that such default interest rate does not exceed the rate prescribed by law. The default interest rate shall be calculated from the date that the Bank had made payment until the date on which the actual repayment has been made to the Bank by the Borrower and/or the Debtor in full. The Borrower and/or the Debtor 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 Borrower and/or the Debtor 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 notifying to or obtaining consent from the Borrower and/or the Debtor.

Clause 7. Payment and Allocation of Repayments Unless this Agreement specifies otherwise, the repayment of principal and/or interest (including any other amounts hereunder) shall be made to the Bank by the Borrower and/or the Debtor at the Bank's principle office during the business days and working hours of the Bank. If such repayment is due on the date which is not a business day of the Bank, the Borrower and/or the Debtor agrees to make such repayment on the following business day.

The Borrower and/or the Debtor agrees that any payment under this Agreement shall be made without any tax deductions, surcharges, duties or similar kind of payments whether it has been incurred in the present or shall be incurred in the future. The Borrower and/or the Debtor shall not claim any right or set-off. Where the Borrower and/or the Debtor is required to withhold any sums for tax, the Borrower and/or the Debtor 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.

Where the Borrower and/or the Debtor makes any repayment to the Bank in the amount lower than the amount being is due and payable to the Bank, or the allocation of repayments is not agreed otherwise, the Bank may allocate the amount received by the Bank at each occasion towards fees, interest, principal or any other sum due that the Bank is legally entitled to receive, in the proportion, order and manner in accordance with the procedures and normal practice of the Bank.

Clause 8. Events of Default and Consequences of Events of Default If the Borrower and/or the Debtor fails to make payment in any amount owed when due to the Bank or fails to make payment within the specified period of time after the demand is made, the Borrower and/or the Debtor agrees that the Bank shall be entitled to immediately call all payments to become due and payable and to apply the default interest at the default interest rate as prescribed in Clause 6. above, including, to enforce all or part of collateral registered with the Bank in accordance with the procedures as required by laws.

Clause 9. Rights to Bank Account Deduction/Set-Off To the extent permitted by law, if the Borrower and/or the Debtor is in default under/in breach of this Agreement and/or the Bank is entitled to demand the Borrower and/or the Debtor to repay the outstanding sum under this Agreement, the Borrower and/or the Debtor agrees that the Bank shall be entitled to apply any credit balance to which the Borrower and/or the Debtor is entitled in any account of the Borrower and/or the Debtor, against all expenses, insurance premium, fees, penalties, interest, principal of any indebtedness immediately without giving prior notice to or obtaining consent from the Borrower and/or the Debtor, regardless of the type of account, the branch of account, the amount of credit balance, the due date of the credit balance and the right to deduct bank account. However, if the Borrower and/or the Debtor has rights over an account jointly with any other person, the Bank shall be entitled to deduct such bank account only for the Borrower's and/or the Debtor's portion and the Bank shall notify such action to the Borrower and/or the Debtor after such deduction within a reasonable period of time.

If the credit balance on the Borrower's and/or the Debtor's account with the Bank is in a foreign currency which is different from the currency of the outstanding sum owed by the Debtor to the Bank, the Bank may convert the currency in the Borrower's and/or the Debtor's account to the currency of the outstanding sum owed by the Borrower and/or the Debtor to the Bank by using the Bank's foreign exchange rate as prescribed by the Bank at the time the set-off is made.

Clause 10. Liability of the Borrower and/or the Debtor If any right to claim for damages under the insurance, guarantee, security, payment or any rights under this Agreement, whether in whole or in part, becomes invalid, ineffective or unenforceable due to any reason whatsoever, the validity of the rights, obligations and liability of the Borrower and/or the Debtor to the Bank under this Agreement shall not in any way be affected or impaired.

Clause 11. Integral Part of the Master Agreement

If the Borrower and/or the Debtor has entered into the Master Agreement (the "**Master Agreement**") with the Bank, this Agreement shall form an integral part of the Master Agreement and the terms and condition relating to the credit facility under the Master Agreement shall be applied.

In witness whereof, the Borrower and/or the Debtor have read and understood this Agreement and it is in accordance with their intentions. The parties hereby sign with affixture of the company's seal (if any) in the presence of the witness as at the date specified above.

For the Bank's official use
Sign..... Verifier
()
Date

SignedBorrower
()
Signed Debtor
()