

K-Payment Gateway Agreement

Whereas, the applicant (hereinafter referred to as the “**Merchant**”) whose name and signature appear in the Application for K-Merchant to use K-Payment Gateway and the amendment agreement and/or any related agreement (if any) (hereinafter referred to as the “**Application**”) wishes to use the service for accepting payments for goods/services via the website/mobile application as specified in the Application and/or other channels that KBank will introduce in the future from payers of goods/services (hereinafter referred to as the “**Payer**”) with the use of payment tools in lieu of cash via K-Payment Gateway of KASIKORNBANK PCL (hereinafter referred to as “**KBank**”). The Merchant agrees to comply with the Agreement for K-Merchant which comprises General Terms and Conditions and Specific Terms and Conditions (unless individually stated, hereinafter collectively referred to as the “**Agreement**”) with details as follows.

General Terms and Conditions

1. Criteria and conditions

1.1 The Merchant agrees to accept payment for goods/services from the Payer with the use of payment tools (unless individually stated, hereinafter collectively referred to as the “**Payment Tool**”) in lieu of cash via the website/mobile application as specified in the Application and/or other channels that KBank will introduce in the future.

1.1.1 Credit/Debit/Xpress Cash/Electronic cards (unless individually stated, hereinafter collectively referred to as the “**Card**”) issued or jointly issued by (a) KBank, whether or not as a member of VISA International Service Association (hereinafter referred to as “**VISA**”) and/or MasterCard International Incorporated (hereinafter referred to as “**MasterCard**”) and/or China UnionPay Company Limited (hereinafter referred to as “**UnionPay**”) and/or JCB International Company Limited (hereinafter referred to as “**JCB**”) and/or Thai Payment Network Co., Ltd. (hereinafter referred to as “**TPN**”) and/or other credit card companies and/or institutions under an agreement to be entered into by KBank as a member in the future (unless individually stated, hereinafter collectively referred to as the “**Card Scheme Provider**”), and/or (b) other commercial banks, as members of the Card Scheme Provider, and/or (c) other companies or institutions, as members of the Card Scheme Provider.

1.1.2 Funds transfer wherein the Payer issues an instruction for funds transfer and/or payment for goods/services by debiting the Payer’s deposit account held with KBank or other commercial banks or other institutions providing funds transfer services (unless individually stated, hereinafter collectively referred to as the “**Funds Transfer Service Provider**”).

1.1.3 E-wallet (hereinafter referred to as the “**e-Wallet**”), provided or jointly provided by KBank and/or other commercial banks and/or Alipay.com Co., Ltd. (hereinafter referred to as “**Alipay**”) and/or TenPay Payment Technology Co., Ltd. (hereinafter referred to as “**Tenpay**”) and/or other companies or institutions which are e-wallet service providers (unless individually stated, hereinafter collectively referred to as the “**e- Wallet Service Provider**”).

1.1.4 Other payment tools, provided or jointly provided by KBank and/or other commercial banks and/or other companies or other institutions which are providers of such a payment tool (unless individually stated, hereinafter collectively referred to as the “**Payment Tool Provider**”), to be provided by KBank in the future.

1.2 The Merchant agrees to develop and maintain connection of the Merchant's website/mobile application with the K-Payment Gateway system of KBank via an application program interface (API) in the formats and methods determined by KBank, including (but not limited to) the installation of peripheral equipment and/or the generator/ reader of QR code or barcode, which are compatible with KBank's payment acceptance system (hereinafter referred to as the “**Payment Code**”) including application software and/or any other devices which KBank may provide in the future (if any), as the case may be, in order to directly receive – send various instructions related to the purchase of goods/services between the Merchant and KBank via website/application of the Merchant. The Merchant agrees to be responsible for any expenses incurred from such development and maintenance, including management of internal system.

1.3 In case any Identification ID or Password or PIN or Token or Secret Key or Public Key or Staff Name or any other tools are used by the Merchant or user as specified in the Application (hereinafter referred to as the “**User**”) in order to log in and/or receive – send an instruction/request/report/various operating results via <https://kpaymentgateway.kasikornbank.com/portal/v1/login> or other websites that KBank has changed and will give notice to the Merchant later on (hereinafter referred the “**Merchant Portal**”) and/or via an application program interface (API) between the Merchant's system and KBank's system and/or other channels/services as specified by KBank in order to use the service per this Agreement and/or use other services, including (but not limited to) proceeds credited to or debited from the deposit account (unless individually stated, hereinafter collectively referred to as the “**Funds Transfer Tool**”), the Merchant agrees to comply with the following terms and conditions.

1.3.1 If KBANK requires the Merchant to use the Funds Transfer Tool, the Merchant must enter the Funds Transfer Tool every time it desires to use the service via devices/channels as stipulated in the Agreement of which the connection requires the Funds Transfer Tool, under the terms and procedures stipulated by KBank. Meanwhile, to use the Merchant Portal service, the Merchant is required to do so via username and password. KBank will send a password to an email address of each User as specified in the Application. Once each User receives the password, the User must change the password when first logging in the Merchant Portal and each User will be able to use services per the right of the User set at each level.

1.3.2 The Merchant shall keep the Funds Transfer Tool in a secure place which must be treated as confidential. Disclosing the Funds Transfer Tool to another person shall be regarded as a breach of the Agreement. In case

of any damage (including funds transfer) caused by the Merchant disclosing the Funds Transfer Tool or taking any action which makes another person know of or receive the Funds Transfer Tool, or causes the loss of the Funds Transfer Tool, the Merchant shall be responsible for the damage that may arise therefrom, prior the time KBank freeze or suspend the use of the Funds Transfer Tool. The Merchant may change the Funds Transfer Tool at any time by itself under the conditions established by KBank.

1.3.3 In case the Funds Transfer Tool is lost/stolen/suspend or it expires and needs to be reset, or the Merchant forgets the Funds Transfer Tool, the Merchant may call the K-BIZ Contact Center at 02-888-8822 throughout 24 hours or contact a KBank branch during business hours and follow the procedures determined by KBank.

1.3.4 The Merchant agrees and accepts that any action including (but not limited to) the registration and use of services, agreement of/revision of/change in/addition to the conditions/service/fees/the Agreement/examination/proof of identity/approval of transactions, whether performed by the Merchant or by the person using the service under the Agreement via the Merchant's staff account or by any other person, using the Funds Transfer Tool shall be deemed complete and valid, and shall be binding upon the Merchant as if it were conducted by the Merchant itself; and it shall be deemed executed by the Merchant by way of electronic signature as an evidence for the transaction performed via the service which is complete and valid from the time the transaction is confirmed. The Merchant cannot revoke or change any of those actions and the Merchant agrees that KBank may use the transaction log as an original proof of transaction to be presented in any legal procedures, in all respects. The Merchant agrees to assume total responsibility and risk related to the use of the service via electronic channels which does not require any additional documents or evidence for confirmation and/or to be delivered to KBank, except for the transactions that require documentation or evidence in accordance with KBank's related procedures and policies, wherein the Merchant must prepare documents or evidence (if any) as required by KBank. The Merchant shall check the balance every time a transaction has been conducted, and the Merchant agrees to be fully responsible for such transaction.

Unless otherwise stated, the Merchant, represented by the Merchant's authorized signatory, shall call the K-BIZ Contact Center at 02-888-8822, available 24 hours, or contact a KBank branch during business hours to prepare documents and follow procedures determined by KBank for the following transactions.

- Change in the account linked to services
- Unhold services
- Change in details of the Merchant and/or services specified
- Service termination

1.4 Prior to each sale of goods/services in any amount, the Merchant must receive an approved limit from KBank. The Merchant must seek an approved limit per the amount of their own purchase order via an application program interface (API) by using a funds transfer tool or other agreed methods. If KBank has approved the limit

for any purchase order of goods/services, KBank shall send an approval result to the Merchant for acknowledgement so that the Merchant can deliver goods and/or offer services to the Payer later on.

1.5 The Merchant agrees not to allow other persons to use the service unless prior written consent is given by KBank.

1.6 The Merchant agrees to accept payment for goods/services in amounts not exceeding the cash sales price quoted for customers in general. Any special services, including discounts or giveaways, provided by the Merchant to customers in general, shall be provided to the Payer as well.

1.7 The Merchant shall clearly and visibly display Thai QR Standard trademark per the standard stipulated by the Bank of Thailand and/or signs of the Payment Tool per the format provided by KBank on the website/mobile application to inform the public that the Payment Tool is accepted, throughout the period that the Agreement is in effect, or until KBank gives notice that the signs are no longer valid.

1.8 The Merchant acknowledges that Thai QR Standard trademark is the intellectual property of the Bank of Thailand, and Trademarks of KBank and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or the Payment Tool Provider are the intellectual property of KBank and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or the Payment Tool Provider. The Merchant agrees to use Trademarks of KBank and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or the Payment Tool Provider only for the purpose specified in the Agreement, provided that prior written consent must be given by KBank, and/or relevant Card Scheme Provider and/or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or the Payment Tool Provider, via KBank, at any time the Trademarks are used. In addition, the Merchant shall prevent and refrain from any action that may cause infringement of the Trademarks and intellectual property rights of KBank and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or the Payment Tool Provider.

“**Trademark**” refers to trademarks, service marks and joint marks owned by the Bank of Thailand and/or KBank and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or the Payment Tool Provider, whether registered or not, including trademarks and service marks which the Bank of Thailand and/or KBank and/or the Card Scheme Provider /or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or the Payment Tool Provider are authorized to use, including trade names, symbols, images, messages or any other media which the Bank of Thailand and/or KBank and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or the Payment Tool Provider use, or deliberately use with KBank’s services intended to identify and distinguish the services under the Trademark from those of others. This includes trademarks currently being used, or to be used in the future, by the Bank of Thailand and/or KBank and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or the Payment Tool Provider.

1.9 The Merchant must not require a minimum transaction amount and a fee to accept a payment made with the Payment Tool by the Payer.

1.10 The Merchant shall accept all categories of the Payment Tool through requested /channels; the Merchant shall not refuse to accept any Payment Tool regardless of different rates of fee charged on such Payment Tool, unless otherwise notified by KBank.

1.11 The Merchant agrees to provide the Payer clear notice and clarification of the following information on website/mobile application including (but not limited to information used in contacting the customer service department: telephone number, email address, a country where the Merchant's store is located, details related to products/services that are offered for sales, foreign currencies, terms and conditions of the purchase order, plus delivery, return, cancellation and warranty policies. Any revision of/change in/cancellation of terms and/or details of goods/services and public relations and/or sales promotions performed by the Merchant shall be in accordance with the terms specified in the Agreement. However, for any payment made by the Payer before the revision/change/cancellation is valid and complete, the Merchant is obliged to deliver goods and/or render services to the Payer in accordance with the previous terms and details.

1.12 The Merchant agrees that KBank and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or the Payment Tool Provider may examine the amount/credit line of the Payer and grant approval for payment acceptance as it deems appropriate. Upon being notified of the approval result, KBank shall so inform the Merchant.

1.13 After the purchase of goods/ services is approved, the Merchant shall quickly deliver the goods/services/benefits to the Payer per the order of such goods/services under the conditions of the sales promotions offered and/or distributed. If the Merchant fails to deliver goods and/or services and/or benefits to the Payer per the conditions of the sales promotions offered and/or distributed, or if the Payer has a complaint about the goods/services provided by the Merchant, the Merchant shall conduct examination and be directly liable to the Payer; the Merchant accepts that no action will be taken which will cause KBank to be involved with the dispute between the Merchant and the Payer. If the Merchant has any defense and/or rights to claim, the Merchant shall contact the Payer directly and separately. If KBank is adversely affected by the Payer's complaint and/or any other issue caused by a breach of the Agreement, the Merchant agrees to be fully responsible for the loss incurred to KBank.

1.14 Upon receiving payment for goods/services from the Payer, the Merchant shall not make payment in any form, such as cash, funds transfer, etc. to the Payer, except for void payment transactions wherein the Payer has made payment or agreed to make payment, and the payment transaction has not been transferred to the deposit account specified in the Application (hereinafter referred to as "Void"), or acceptance of returned goods/termination of service for which the Payer has made payment or agreed to make payment, and the payment transaction has been transferred to the deposit account specified in the Application (hereinafter referred to as "Refund") per the conditions established in the Agreement, and the Merchant shall not accept the

Payment Tool for payment of other debts which are not incurred from purchase of goods/services from the Merchant.

1.15 Whenever the Merchant delivers goods to the Payer, the Merchant shall provide a receipt or any other evidence for the recipient to sign in acknowledgement of the receipt of goods.

1.16 The Merchant shall accept payment of goods/services in accordance with the type of business specified in the Application only; the Merchant is not allowed to accept payment for goods/services other than those earlier agreed upon with KBank.

1.17 If the Merchant wishes to change type of business and/or goods/services offered and/or sales and/or service method and/or payment method and/or data and/or details, the Merchant shall so inform KBank in writing not less than 30 days in advance, or through the method or within the period designated by KBank, and approval must be given by KBank before accepting payment of goods/services from the Payer. Under Item 4, If the Merchant wants to add types of services, the Merchant may contact K-BIZ Contact Center at 02-888-8822 throughout 24 hours or a KBank branch during business hours in order to proceed with the procedures designated by KBank (in certain cases, the Merchant is not required to enter into a written agreement with KBank, which is in accordance with KBank's criteria). KBank will send an agreement and manual (if any) to the Merchant via the e-mail address specified by the Merchant and/or other channels determined by KBank. The Merchant agrees that if the Merchant has used the requested services in accordance with KBank's criteria, it shall be deemed that the Merchant agree that the agreement and manual (if any) provided by KBank and to be amended or changed in the future shall be fully applied to the requested services in all respects.

1.18 If the Merchant wants to accept payment for goods/services in the amount exceeding the limit set by KBank (hereinafter referred to as the "Sales Limit") the Merchant shall seek approval from KBank for the increase in the Sales Limit in accordance with the procedures determined by KBank. KBank may increase/decrease the Sales Limit as it deems appropriate without consent from the Merchant.

1.19 The Merchant is responsible for issuing receipt and/or tax invoice showing details of payment acceptance to the Payer as required by law.

1.20 The Merchant may request transaction evidence from the K-BIZ Contact Center at 02-888-8822 throughout 24 hours.

1.21 The Merchant shall not disclose any information related to the Payer, payment and data system of KBank, the Card Scheme Provider, the Funds Transfer Service Provider, the e-Wallet Service Provider and the Payment Tool Provider to another person, and shall not use it with other businesses unless prior written consent is given by KBank or the information owner. If the information owner or any other person is adversely affected by such data disclosure, undertaken by the Merchant, either intentionally or unintentionally, the Merchant shall be liable for the losses that may arise therefrom.

1.22 The Merchant agrees to keep data of payment, transactions and related evidence including (but not limited to) purchase order forms, goods/service names, prices, warranty, goods/services receipt, goods delivery

evidence, receipt, address and details of recipients of goods/services, either in physical or electronic format, in a safe place which must not be accessible or disclosed to any other person without the permission of KBank or the information owner, for at least 10 years from the transaction date or the date of receipt of goods/services (whichever is the latest) , including not to sell, buy, procure, change, or undertake any action to disclose data of KBank or the information owner. When the data is no longer in use, the Merchant shall delete or destroy it so that it cannot be read or reused, and if there is any violation, the Merchant shall inform KBank immediately. If KBank requires the Merchant to submit the above-mentioned information of payment, transaction and evidence related to delivery of goods/services to KBank within a period of not more than one day, but the Merchant fails to do so for whatever reason, the Merchant shall be liable for the losses (if any) that arise therefrom.

1.23 If one of the following incidents occurs, the Merchant shall contact KBank immediately and agrees to deal with the Payer in accordance with the procedures to be later provided to the Merchant by KBank, prior to the sale of goods/services to the Payer.

1.23.1 There is reason to suspect the Payer has committed fraud.

1.23.2 The Payer uses the Payment Tool which has been frozen, reported as lost, revoked or suspended by the Payer and/or KBank and/or other commercial banks and/or a card issuing company or institution and/or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or the Payment Tool Provider and/or competent authorities.

1.23.3 There are other incidents which KBank will inform the Merchant of, on a case-by-case basis.

1.24 The Merchant is required to send a request for the transfer of amounts accepted via cards and/or funds and/or via e-Wallet and/or other Payment Tools through the channels determined by KBank within the cut-off time shown in the “Settlement” table. If the Merchant fails to send the request for the transfer of aforementioned amounts within the set cut-off time, KBank is entitled to not credit such amounts to the Merchant's account. If the payment is accepted via cards, KBank shall collect the payment on behalf of the Merchant or if KBank agrees to proceed on behalf the Merchant, but finds out later that such transaction cannot be collected from the Payer and/or commercial bank or company or card issuing company, the Merchant agrees to reimburse such payment at the same amount that KBank cannot collect, including interest at the rate equal to 15% (Fifteen Percent) per year , from the date KBank pays to the Merchant or credits the Merchant's account until payment is fully settled with KBank.

1.25 The Merchant gives consent to KBank to debit the deposit account specified in the Application so that KBank can conduct transactions and/or proceed through procedures of this Agreement without the need to provide any notice. KBank will send evidence of the account debit to Merchant for acknowledgement.

1.26 The Merchant acknowledges and agrees that if KBank has found, or there is a suspicion of, an irregular or incorrect payment acceptance transaction, KBank is entitled to examine and/or request additional evidence

before the Merchant delivers goods/services, and if it occurs while KBank is crediting the account, KBank may put on hold the crediting of the deposit account specified in the Application, or if KBank has already credited the deposit account specified in the Application, the Merchant agrees to allow KBank to temporarily hold the amount until KBank's examination of the irregular or incorrect transaction has been completed. If the result shows that the Merchant has conducted an irregular or incorrect payment acceptance transaction, the Merchant agrees to allow KBank to immediately debit the account for reimbursement.

1.27 The Merchant agrees that KBank and the Merchant shall be subject to laws, rules, regulations, directives, handbooks, request for cooperation and any criteria of KBank, the Card Scheme Provider, the Funds Transfer Service Provider, the e-Wallet Service Provider, the Payment Tool Provider, and supervisory or regulatory agencies of KBank, the Card Scheme Provider, the Fund Transfer Service Provider, the e-Wallet Service Provider and the Payment Tool Provider, courts of laws and any other competent authorities (as the case may be), currently existing and/or to exist in the future (hereinafter collectively referred to as the **"Relevant Laws and Regulations"** unless individually stated). In case of change in the Relevant Laws and Regulations, the Merchant agrees to comply with the Relevant Laws and Regulations so changed immediately after being notified by KBank. If the Merchant fails to comply therewith and non-compliance has resulted a penalty fee, damages and/or other expenses collected from KBank, the Merchant agrees to be immediately responsible such penalty fee, damages and/or expenses.

1.28 The Merchant shall not perform any action to circumvent the laws, rules and regulations or related requirements, including (but not limited to) payment acceptance without actual trade and/or services, money laundering or division of payment amount for purchases of goods/services so that it does not exceed the limit set by law.

1.29 The Merchant agrees not to operate businesses and sell goods/services which are illegal or contrary to good morals or regulations of government agencies, KBank, the Card Scheme Provider, the Funds Transfer Service Provider, the e-Wallet Service Provider, and/ or the Payment Tool Provider, or which adversely affect KBank's image, including but not limited to:

- Goods with legal obligations such as pawned, mortgaged, hire-purchase goods
- Pornography
- Time-sharing business
- Arms or arms components
- All types of medicines and medical tools per prescription
- Matchmaking business
- Gambling
- Cigarettes, other tobacco products, all types of illegal drugs
- Vice goods or pornographic media
- Counterfeit goods
- Merchant aggregator or the fact that the Merchant has connected the K-Payment Gateway system with sub merchants or other websites that are not registered with KBank.

1.30 If KBank cannot collect payment from the Payer, and/or a commercial bank or card issuing company or institution and/or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or the Payment Tool Provider, the Merchant agrees to be responsible for reimbursement in the amount equal to the uncollected sum, including interest at the rate equal to 15% (Fifteen Percent) per year, from the date KBank pays to the Merchant or credits the Merchant's account until payment is fully settled with KBank.

1.31 if the Merchant is required to reimburse and/or make compensation and/or debt payment to KBank per the Application and this Agreement, the Merchant agrees to authorize KBank to debit the deposit account of any type that the Merchant holds with KBank, or the sum under the possession, care and/or authority of KBank, regardless of how KBank has obtained such deposit, possession, care and/or authority for payment of debt and/or liabilities of the Merchant immediately, without prior notice.

If funds in the deposit account and/or aforesaid funds are insufficient for settlement of debt, the Merchant agrees to pay the outstanding debt to KBank in full.

1.32 If the Merchant gives notice of a change in the deposit account specified in the Application, at any time, for whatever reason, this Agreement shall be fully applied to the new deposit account in all respects.

1.33 If KBank cannot debit the Merchant's deposit account to perform transactions and/or operations per the procedures of this Agreement and/or for payment of debt and/or to settle liabilities of the Merchant under this Agreement, the Merchant is not allowed to use the service in such a case.

1.34 The Merchant agrees that if payment for goods/services or funds transfer transactions have been conducted under this Agreement as a result of lost or stolen Funds Transfer Tool, the Merchant shall be liable for the amount which was paid/transferred before KBank completely freezes or withholds the use of the Funds Transfer Tool or payment for goods/services or scheduled funds transfer within the established timeline.

1.35 The Merchant certifies that any document, data or detail that has been found and/or delivered to KBank, regardless of format, and whether it has been submitted by the Merchant or the Merchant's assignee, belongs to the Merchant, and is complete, true and up-to-date, which KBank may use for providing the services under this Agreement and for updating data in the KBank system. The Merchant has the right and is legally competent to request the use of any service and transaction related to the services under this Agreement. If any damage arises from the fact that the documents, data or details are not complete, true or up-to-date, the Merchant neither has the right nor is legally competent to request any service or transaction related to the services under this Agreement; the Merchant shall have sole responsibility for the damage.

1.36 Unless KBank has stated otherwise, if the Merchant finds any error from operations, or if there is any cause for temporarily withholding operations related to the services under this Agreement, either entirely or partially, or if the operations are to be withheld, the Merchant may call the K-BIZ Contact Center at 02-888-8822 throughout 24 hours or other channels determined by KBank and provide related details, such as issue, date, time, people involved, the amount of funds, nature of transactions and other information as requested by KBank. After the Merchant has completely undertaken operations per procedures determined by KBank, KBank shall

perform related operations, such as examining/addressing errors, suspending operations and lifting suspended operations within the period informed to the Merchant, and the Merchant shall remain responsible for the operations and transactions that have been conducted prior to the end of the period specified by KBank to completely withhold the operations as instructed. KBank reserves the right to disregard any request which is contrary to the laws and relevant regulations.

1.37 If an error in debiting funds from, and/or crediting funds to the deposit account as specified in the Application is not caused by KBank, the Merchant agrees to examine the error and directly claim the amount from, or reimburse the sum to, the Merchant's disputing party. If the Merchant has any defense and/or right to claim, the Merchant shall directly and separately take an action with the disputing party.

1.38 In case of *force majeure* or any other causes that prevent KBank from providing the services under this Agreement, the Merchant agrees that it shall be at KBank's discretion to provide the services or take any action as it deems appropriate to comply with this Agreement; the Merchant agrees to fully cooperate with KBank in every way to improve the service method of KBank which is intended to facilitate the Merchant in using the services under this Agreement.

1.39 The Merchant agrees to allow KBank's representative and/or the Card Scheme Provider and/or the Funds Transfer Service Provider and/or the e-Wallet Service Provider and/or the Payment Tool Provider and/or the Bank of Thailand and/or auditor and/or banking regulatory or supervisory agencies to examine the Merchant's operations and internal control system, and to request data and documentary evidence related to the payment accepting service under this Agreement, upon request.

1.40 The Merchant agrees that if the Merchant relocates its office premises or changes the business name or discontinues business operations, the Merchant shall inform KBank immediately. If the Merchant expands its business and wishes to accept payment of goods/services with the Payment Tool at the added branch(es), the Merchant shall inform KBank in order to receive prior approval from KBank in writing.

1.41 Under **Item 4 of the General Terms and Conditions**, if (1) KBank launches or takes part in the launch of a service and/or a project related to the services under this Agreement and/or the Payment Tool and/or other payment accepting equipment or channels; and/or (2) KBank accepts payment for goods/services with other payment tools, regardless of their name, after this Agreement has been executed; and/or (3) KBank has changed the terms and conditions of services under this Agreement and/or the terms and conditions of the services and/or the terms and conditions of the project and/or the terms and conditions for acceptance of payment for goods/services with the Payment Tool and/or payment accepting channels and/or manuals (if any), and such changes will cause the Merchant to loss benefits, KBank shall inform the Merchant of the change together with terms and conditions as well as the manuals (if any) so changed. If the Merchant has used the service and/or accepted the operations under the project and/or accepted payment for goods/services with the Payment Tool and/or used the payment accepting channels, per the criteria established by KBank, the Merchant agrees that this Agreement and any amended agreement in the future, including terms and conditions for the

service and/or for the project and/or for acceptance of the Payment Tool and/or payment accepting channels, as well as a manual for acceptance of the Payment Tool and/or payment accepting channels (if any), shall apply to the service and/or the project and/or the Payment Tool and/or payment accepting channels, in all respects; the Merchant shall not further enter into any written agreement with KBank.

1.42 The Merchant agrees that KBank may transfer the rights and/or benefits and/or duties, either in whole or in part, under this Agreement to any individual and/or financial institution, as KBank deems appropriate, without any consent from the Merchant, though the Merchant will be given a notice of such a transfer. Nonetheless, the Merchant cannot transfer the rights and/or benefits and/or duties, either wholly or partly, under this Agreement to any individual and/or financial institution, unless prior written consent is given by KBank.

1.43 Any delays or exemptions in exercising rights under the law or the terms and conditions, including manuals, procedures and KBank's IVR system, shall not be regarded as KBank's relinquishing such rights or as KBank's giving the Merchant consent to perform any act.

1.44 The Merchant shall facilitate, and provide cooperation for, the examination of payment details upon request from the Payer and/or KBank. In case of any inquiry, the Payer may call the K-BIZ Contact Center at 02-888-8822 throughout 24 hours.

1.45 All letters, notices, terms and conditions or information which KBank has sent to the Merchant per the address specified in the Application, whether by hand or by postal mail, either registered or unregistered, or email or SMS to the email address or the mobile phone number specified in the Application or via the service/channel earlier agreed upon by the Merchant with KBank (hereinafter collectively referred to as the **"Channel for Receiving Information"**, unless individually stated), shall be deemed as having been rightfully sent to the Merchant, regardless of whether or not such a letter, notice or information is received; even though it cannot be delivered due to the relocation or demolition of, or change in, the Channel for Receiving Information, without any written notification of the relocation, change or demolition given to KBank; or such a letter, notice or information cannot be sent because the Channel for Receiving Information cannot be located, it shall be deemed that the Merchant has rightfully received the letter, notice or information and acknowledged its content. In case of any relocation or demolition of, or change in the Channel for Receiving Information, the Merchant shall immediately inform KBank of the change in writing.

1.46 Existing Merchants of K-Payment Gateway agree that if this Agreement does not specifically include details of any issue, the Previous Agreement entered into with KBank shall be applied (hereinafter referred to as the **"Previous Agreement"**). If this Agreement specifically includes details of any issue, or is contrary to, or does not correspond to, the Previous Agreement, this Agreement shall prevail. Nonetheless, if neither this Agreement nor the Previous Agreement is found to be clear, the Merchants agree to comply with KBank's decisions, in all respects.

1.47 If the Specific Terms and Conditions do not specifically include details of any issue, the General Terms and Conditions shall be applied. If the Specific Terms and Conditions specifically includes details of any issue, or is

contrary to, or does not correspond with the General Terms and Conditions, the Specific Terms and Conditions shall prevail. Nonetheless, if neither the General Terms and Conditions nor Specific Terms and Conditions are found to be clear, the Merchant agrees to comply with KBank's decisions, in all respects.

1.48 Whenever the terms and conditions for the use of services under this Agreement become void, illegitimate, invalid or unenforceable, the other remaining terms and conditions (as the case may be) shall remain legally valid and enforceable; they shall not be affected by voidability, illegitimacy, invalidity or unenforceability of those terms and conditions.

1.49 This Agreement shall be governed by and construed in accordance with Thai law, and the court of competent jurisdiction in Thailand will have exclusive jurisdiction in case of dispute under this Agreement.

1.50 This Agreement shall be an integral part of this Application.

2. Fees/Service Charges/Expenses/Penalty Fees/Taxes and Stamp Duties

2.1 The Merchant agrees to pay remuneration for using the service regardless of whether it is called a fee/service charge or other name to KBank within the due date for payment of respective remuneration.

2.2 The Merchant agrees to be solely responsible for costs, taxes, duties and/or any expenses related to services (if any).

If KBank has to make advance payments for the costs, taxes, duties and/or any expenses mentioned in the preceding paragraph on behalf of the Merchant or if the Merchant is required to pay penalty fees for the Payment Tool to KBank, the Merchant agrees to repay them to KBank immediately.

2.3 The Merchant agrees and acknowledges that a receipt and/or tax invoice will be sent to the Merchant via KBank's channels after a remuneration payment for using KBank's service has been made.

3. Withholding Tax

In case the Merchant is registered as a juristic person, the Merchant authorizes KBank to deduct withholding taxes on collection fees beginning with the first payment acceptance transaction submitted to KBank for payment, to issue and sign Withholding Tax Certificates, and to file withholding tax forms on the Merchant's behalf.

If, in the future, the Merchant opens additional branches under the same owner, and notifies KBank accordingly, KBank shall issue a separate merchant code for each such branch. The Merchant agrees that the abovementioned authorization for KBank to handle withholding tax deductions on the Merchant's behalf shall constitute authorization for KBank to handle withholding tax deductions on behalf of said branches in the same way, without any additional documentation from the Merchant.

If either the Merchant or KBank wishes to discontinue the K-Merchant service, under any circumstances, the Merchant's authorization of KBank to deduct withholding taxes on behalf of the Merchant shall automatically be withdrawn as well.

4. Change in Conditions of Service

4.1 If the change in conditions of service usage causes the Merchant to incur more burden or risk, such a change shall require prior consent from the Merchant. .

4.2 If other conditions are to be changed, the Merchant agrees to authorize KBank to make the change as it deems appropriate. If the change affects the Merchant's use of the service (such as adjustment of service fees to reflect rising costs, change to service channels, change to due date), KBank shall expressly communicate, or give notice of, material information of the change to the Merchant at least 30 (thirty) days in advance or within the period required by law.

If other conditions of service, the Merchant is required to authorize KBank to do so as deemed appropriate by KBank. If the changes (such as fees have been raised in alignment with rising costs, introduction of new service channels and new debt payment due date) affect the use of service of the Merchant, KBank shall communicate or provide clear details of such changes to the Merchant within at least 30 days in advance or other period determined by the law.

4.3 If KBank is required by the Relevant Laws and Regulations to proceed with a change in other specific condition, the Merchant agrees to authorize KBank to act in compliance therewith.

5. Service Suspension/Termination/Result of Service Termination

5.1 The Merchant agrees to authorize KBank to suspend and/or terminate the services under this Agreement, whether in whole or in part, or for any particular Merchant, at any time, with prior notice given to the Merchant. Regarding the following incidents, the Merchant agrees that, at KBank's discretion, KBank can immediately suspend and/or terminate the services under this Agreement, whether in whole or in part, as KBank deems appropriate, without prior notice. The Merchant agrees that KBank will not be held responsible for any damages caused by the following (if any):

5.1.1 The Merchant has provided any inaccurate and untruthful information, details, certification or confirmation, or they may cause any material misunderstanding.

5.1.2 The Merchant's monthly amount of payment for goods/services has reached the Sales Limit and/or the Merchant incurs unusual payment acceptance transactions.

5.1.3 There is any factual information that leads KBank to believe that the information and/or details that the Merchant/Account Owner has given to KBank in order to proceed with, or to provide payment acceptance service may cause negative impacts or affect the rights of KBank or of the third party, or there is a risk that the Merchant may have an unlawful intention, or it is detrimental to public order and morality, or cause KBank to breach any laws and/or requirements and/or orders and/or requests for any cooperation as well as regulations or instructions of the Card Scheme Provider, the Funds Transfer Service Provider, the e-Wallet Service Provider and/or the Bank of Thailand and/or the auditor and/or banking supervisory or regulatory agencies.

5.1.4 The Merchant/Account Owner has breached any item of this Agreement including a failure to pay for fees/service charges/expenses/penalty fees/taxes and stamp duties (if any) incurred.

5.1.5 Any of the following events has occurred or may occur, and it may affect the Merchant's business operations or debt servicing ability: The Merchant has negative shareholders' equity or the Merchant has defaulted on debt payments with KBank or other creditors, or the Merchant has been sued in a civil or bankruptcy case, or there is a request for business rehabilitation to the Bankruptcy Court or the Merchant is subject to a criminal case, or the Merchant's property has been seized/attached by the orders of competent authorities or government agencies, or in the event of the Merchant's death (natural person) or ceasing operations with its license revoked, or its business is suspended or liquidated.

5.1.6 KBank cannot deduct the proceeds to make a refund and/or compensation and/or debt repayment to KBank, and/or to provide services according to this Agreement.

5.1.7 KBank shall comply with the law, regulations, requirements or orders and/or requests for cooperation from a court of law or competent authorities, the Bank of Thailand or banking supervisory agency.

5.2 In case the Merchant wishes to terminate the service under this Agreement, the Merchant shall inform KBank in writing at least 30 days in advance, via the K-BIZ Contact Center, Tel. 02-888-8822, throughout 24 hours, or any other channels as specified by KBank, and shall proceed according to KBank procedures. The Merchant shall submit the request for transfer of total amount of remaining payment acceptance for goods/services (if any) so that KBank will transfer the same amount of funds to the deposit account specified in the Application or linked to the service under this Agreement. KBank shall proceed to quickly terminate the service as desired by the Merchant. The termination will be effective after KBank gives notice to the Merchant.

5.3 The termination of this Agreement, for whatever reason, shall not abrogate the Merchant's outstanding obligations under this Agreement until such obligations are completely fulfilled.

5.4 If the status of the Merchant under this Agreement is terminated, for whatever reason, KBank has the right to inform other commercial banks and/or the Card Scheme Provider and/or the Funds Transfer Service Providers and/or the e-Wallet Service Provider and/or the Payment Tool Provider of the termination in all respects.

Specific Agreement

Agreement on Card Payment Acceptance

1. For payment of goods/services, the Merchant shall arrange for the Payer to fill in or confirm their card information manually on the website/ mobile application. The Merchant hereby agrees to accept valid cards in accordance with features generally specified by KBank.

2. In case the Merchant requires that payment of goods/services be made in a foreign currency, and when the Merchant sends a request for funds transfer according to payment acceptance amount to KBank, the Merchant agrees to allow KBank to transfer the funds in Baht to the deposit account shown on the Application in net amount after deduction of fee and value-added tax, using the latest foreign currency exchange rate as specified by KBank on the account credit date. In this respect, the "EXPORT SIGHT BILL on BUYING RATE" shall be

applied, less the discount rate for crediting sales slips expressed in foreign currency to the account specified by KBank, then multiplied by the amount expressed in foreign currency on the sales slips.

3. The Merchant shall send a request for funds transfer from the card used by the Payer in purchasing goods/services from the Merchant, asking for approval of payment limit and summation of sales to be collected from KBank. Transactions will be made using the Funds Transfer Tool of the Merchant, from the Merchant's computer using the program specified by KBank, once the Merchant has carried out delivery of goods or provision of services to the Payer. However, such action must be taken within 5 (five) days from the date that the Merchant received the order for goods/services from the Payer as well as having requested approval of payment limit from KBank. In case the Merchant is not able to provide the service as requested by the Payer, regardless of the reason, the Merchant must cancel the order through its own computer, using the program specified by KBank, which must not exceed 5 (five) days from the date that the Merchant received the order from the Payer as well.

If the Merchant is not able to summarize the sales within 5 (five) days as stated above, the payment limit approval of the Payer will be automatically cancelled at once by KBank. This means that the Merchant will not be able to send a request for funds transfer for said order and will have no right to demand any damages from KBank.

4. The Merchant must post announcements on the website/mobile application indicating that the Payer shall give consent to the collection of payment through valid card with numbers notified to KBank.

5. If the Merchant wishes to void a transaction, the Merchant must carry out the action prior to sending a request for funds transfer and do so within the cut-off time as specified in the **Settlement Table**. In case the Merchant agrees to give a refund to the Payer, the Merchant shall not pay back in cash, cheque and/or other debt securities but agrees to issue a Credit Voucher per the specified form and deliver it to KBank. The Merchant also agrees to refund the aforementioned amount, which KBank has paid and/or credit the deposit account specified in the Application, to KBank so that it can be transferred into the Payer's account. The Merchant hereby acknowledges that KBank shall not be obliged to return the fee collected from the Merchant..

6. If any of the following incidents happens:

6.1 The Merchant has accepted the card, but later determined it to be a counterfeit card.

6.2 If KBank is suspicious about the use and/or validity of the card and/or has later detected fraud in the use of the card.

6.3 The recipient has not received the goods by the deadline or the recipient does not receive the goods and the Merchant cannot present a receipt of delivery, or the recipient has not received the goods for whatever reason.

6.4 The Merchant fails to procure or deliver goods/services, and/or the procured or delivered goods/services are inferior in quality, defective, incomplete or not in accordance with the purpose or in contravention of the

purchase agreement between the Merchant and Payer, thus causing the Payer to refuse to accept the goods/services and eventually seek to terminate that agreement on purchase of goods/services.

6.5 The Payer denies that the Payer has made payment for goods/services.

6.6 Any other reasons preventing KBank from collecting funds, or any other reason that requires KBank to refund/repay the Payer.

The Merchant agrees to authorize KBank to deny the payment or credit the deposit account specified in the application form. Nonetheless, if KBank has already collected the funds from the Payer and made payment to the Merchant or credited the deposit account, KBank will make the refund to the Payer at the same amount that was collected from the Payer. The Merchant agrees to reimburse KBank the same amount that KBank refunded the Payer, along with interest at the rate equal to 15 (fifteen) percent p.a., starting from the date that KBank made the payment to the Payer or credited that deposit account, until the payment has been fully paid to KBank.

If the Merchant can later prove that the Payer has made the purchase order or requested the service from the Merchant, the Merchant shall exercise the rights to later request reimbursement from the Payer.

7. In case KBank is required to reimburse the Payer in a foreign currency, the Merchant agrees to give consent to KBank to reimburse the Payer in the amount equal to its equivalent in foreign currency. The Merchant hereby agrees for KBank to charge in accordance with the latest foreign currency exchange rate as KBank specified on the reimbursement date, using the “EXPORT SIGHT BILL on BUYING RATE” multiplied by the amount in foreign currency owed to the Payer.

8. The Merchant shall not store the card number, its expiry date or CVV number of the Payer, regardless of the format, and the Merchant shall maintain in good order and keep the Payer’s other data related to the payment for goods/services in a safe place to prevent unauthorized access. However, if the Card Scheme Provider or the Payer detects that the Merchant has failed to comply with such procedures, and demands that KBank pay any penalty fee and/or damages, the Merchant agrees to be responsible for payment of such a penalty fee and/or damages on behalf of KBank, in full.

9. If the Merchant wishes to store the card data of the Payer, the Merchant must receive a prior consent from KBank and must have in place a data storage format which is strictly in accordance with the standards established by KBank and the Card Scheme Provider.

If the Merchant fails to comply with such procedures, causing KBank to pay a penalty fee to the Card Scheme Provider and/or to receive a claim for damages from a third party, the Merchant shall be responsible for the full amount of that penalty fee, or damages, on behalf of KBank.

10. If KBank detects that the Merchant or store owner, including persons related to the Merchant, has used their own cards for the payment of goods/services from their own store at a frequency or number of transactions deemed unusually high and/or not for the purpose of payment of goods/services from the Merchant but for seeking other benefits, KBank is entitled to rescind the Merchant’s membership immediately, and if KBank has

been damaged by the use of such cards, the Merchant agrees to indemnify KBank in full. However, this shall not deprive KBank any right to take legal action against the Merchant.

11. If an incorrect card acceptance transaction is submitted to KBank for settlement, KBank is entitled to withhold the payment to the Merchant; or if KBank has already credited the Merchant's account, the Merchant/Account Owner agrees to allow KBank to debit the deposit accounts of the Merchant/Account Owner to immediately reimburse the Payer or a commercial bank and/or the card-issuing company or institution.

If the Merchant has submitted an invalid card acceptance transaction that is in contravention of this Agreement to KBank for settlement, and it has already credited into the account with KBank, it shall not be deemed that KBank is in agreement with such action. KBank is entitled to rescind or refuse to credit the account or reverse such a transaction immediately after KBank has detected the invalid card acceptance transaction, wherein the Merchant agrees not to use that invalid card acceptance transaction as an excuse that KBank has agreed to allow the Merchant to carry out that transaction.

12. If the Merchant offers the Payer an option of paying for goods/services in the currency of the card issuing country, using **Dynamic Currency Conversion** (hereinafter referred to as the "DCC Service"), the Merchant agrees to comply with the following terms and conditions:

12.1 The Merchant is able to accept payment for goods/services from Payers who paid in foreign currencies, using the DCC Service in the foreign currencies specified by KBank. KBank shall notify the Merchant of additional currencies to be used in the future. At present, there are 30 currencies available as follows:

Currency accepted for payment via DCC		
1. US Dollar	12. Danish Krone	23. Nepalese Rupee
2. Euro	13. Swedish Krona	24. South African Rand
3. Japanese Yen	14. Canadian Dollar	25. Qatari Riyal
4. Pound Sterling	15. Malaysian Ringgit	26. Omani Rial
5. Australian Dollar	16. New Taiwan Dollar	27. Russian Ruble
6. New Zealand Dollar	17. Macau Pataca	28. South Korean Won
7. Hong Kong Dollar	18. Brunei Dollar	29. Kuwaiti Dinar
8. Singapore Dollar	19. United Arab Emirates Dirham	30. Bahraini Dinar
9. Swiss Franc	20. Sri Lankan Rupee	
10. Indian Rupee	21. Bangladeshi Taka	
11. Norwegian Krone	22. Saudi Arabian Riyal	

12.2 Every time the Merchant accepts card payment through the **K-Payment Gateway** Service, which provides DCC Service by displaying the amount in Baht, as entered by the Merchant, onscreen. KBank will then calculate the amount of payment in the currency of the country originating the card. The Merchant shall then inform the Payer and the Payer can choose whether to make the payment for goods/services in Baht or in the currency of the country originating the card. If the Payer chooses to make payment for goods/services in foreign currency, KBank shall credit the Merchant's account as specified in this Agreement based on the Baht value of the sale price of goods/services. KBank shall credit the deposit account shown on the Application. In cases where the Payer presents a card of a currency which is not one of those specified by KBank for the **K-Payment Gateway** service, the screen will automatically display the amount only in Baht.

12.3 The Merchant agrees to accept the exchange rates and the payment amount in foreign currency calculated by KBank from the price of goods/services in Baht and converted into the currency of the country originating the card, as notified through the **K-Payment Gateway** in accordance with the Payer's choice for payment of goods/services and shall be charged accordingly.

12.4 In case goods purchased or ordered are returned, or the Payer or a commercial bank and/or card-issuing company or institution refuses payment, causing the Merchant to reimburse KBank, the Merchant authorizes KBank to deduct the fee charged through the DCC service for the amount that KBank has already credited to the Merchant's account, or gives KBank the right to consider using it to reduce the payment of fee through the DCC service, which KBank shall pay to the Merchant in the following months.

12.5 In case the payment for goods/services in the form of DCC Service fails or is under repair, the Merchant can accept payment only in Baht, as per method and conditions of payment for goods/services provided by KBank.

13. In case the Merchant applies for card acceptance with **KBank Smart Pay**, a cooperative arrangement between KBank and the Merchant enabling the Payer who holds a KBank card of the type determined by KBank to pay for goods/services in installments through their card to participating stores, monthly credit limit and installment fee shall be determined for each Payer by KBank and/or the Merchant. The Merchant agrees to perform in accordance with the following terms and conditions:

13.1 The Merchant authorizes KBank to collect payments for goods/services from the Payer; and KBank shall credit such payments to the account specified in the Application for payment of goods/services to the Merchant in full. However, KBank agrees to allow the Payer to make installment payments for the purchase of goods and/or services via debiting of the Payer's card account.

13.2 If the Payer lodges a protest and presents credible evidence leading KBank to believe that the Payer did not make said purchase of goods/services from the Merchant, or denies having submitted the request asking KBank to debit the account specified in the Application for an installment payment request, and KBank has already credited the Merchant's account, the Merchant agrees to reimburse such funds to KBank immediately.

In this case, the Merchant agrees that KBank is not required to reimburse previously-charged fees to the Merchant.

13.3 In case the Merchant receives sales promotions via support and/or assistance in monthly installment fee payment from an individual and/or a juristic person supplying goods/services distributed by the Merchant, and the individual and/or juristic person has an agreement with KBank to pay monthly installment fees on behalf of the Merchant, KBank shall credit payment for such goods and/or services to the account specified in the Application without deducting said fees. KBank shall instead collect the monthly installment fees from the individual and/or the juristic person. In case the individual and/or the juristic person cancels the said sales promotion, such sales promotions via support and/or assistance in monthly installment fee payment shall be terminated; and the Merchant shall instead pay the monthly installment fee to KBank at the rate agreed upon by KBank with the individual and/or juristic person.

14. If this Agreement is rescinded for whatever reason, the Merchant agrees to comply with **Items 1.25 and 1.31** of the General Terms and Conditions for another 18 months following the expiry date of this Agreement or another, shorter period of time as KBank deems appropriate so that KBank has sufficient time to collect sales slips and/or any document/evidence under this Agreement, which has not been fully collected and/or paid by the Merchant, as well as liabilities, damages and/or other expenses held by or to be held by the Merchant, to KBank under this Agreement.

Agreement on Payment via Fund Transfer

1. The Merchant shall accept payment of goods/services from the Payer via funds transfer, with the Payer making transfer order and/or making payment through debiting the Payer's deposit account that is tied to the money transfer provider through usage of the Payment Code.
2. The Merchant shall notify the Payer of the price of goods/services in Thai Baht (THB).
3. The Merchant shall present payment information and the Payment Code, indicating payment information as required by KBank on its website/mobile application for the Payer to read the Payment Code and for the Merchant to submit payment information for the order of said goods/services to KBank.
4. The Merchant agrees to accept that KBank has no duty to examine the correctness and completeness of any information, including (but not limited to) the payment information and information obtained from the Payment Code provided by the Merchant/the Payer.
5. Methods and details for transfer of total payment acceptance amount with the use of the e-wallet are specified in the **"Settlement"** table.
6. Once the Payer has processed the payment for goods/services and the Merchant has sent a transfer request per the conditions set forth in the **"Settlement"** table, KBank shall calculate total payment and send payment acceptance information to the e-Wallet Service Provider. Thereafter, KBank shall credit the funds into the deposit account as specified in the Application in accordance with the conditions set forth in the **"Settlement"** table.

7. The Merchant agrees that if the Payer makes funds transfer and/or pays for goods/services by debiting the Payer's deposit account held with KBank and if the Merchant wishes to void the transaction, the Merchant shall do so before the request for transfer of accepted payment amount is sent and within the cut-off time indicated in the "Settlement" table. Upon receipt of the request to void the transaction, KBank will void it and transfer the funds of equal amount to the Payer. Nevertheless, if the Merchant wishes to void the transaction **after** the payment for goods/services has been processed or the Merchant wishes to issue a refund, the Merchant shall reimburse that payment directly to the Payer by itself.

If the Payer makes funds transfer and/or pays for goods/services by debiting the Payer's deposit account held with other commercial banks and/or other companies or institutions which provide funds transfer service, and if the Merchant wishes to void a transaction or issue a refund, the Merchant shall reimburse that payment directly to the Payer by itself.

Agreement for Payment Acceptance with e-Wallet

1. The Merchant shall accept payment for goods/services with e-Wallet from the Payer, who is a member of an e-Wallet service provider.
2. In case the Merchant accepts payment for goods/services with e-Wallet of Alipay and/or Tenpay (WeChat Pay), the Merchant must not accept payment for goods/services as specified in the "Prohibited Goods/Services - Alipay/Tenpay (WeChat Pay)" as follows:

Prohibited Goods/Services - Alipay/Tenpay (WeChat Pay)	
Type of Business (in English)	ประเภทธุรกิจ (ภาษาไทย)
Illegal political audiovisual products and publications	สื่อ สิ่งพิมพ์ภาพและเสียงทางการเมืองที่ผิดกฎหมาย
Illegal political program channels	รายการทีวีการเมืองที่ผิดกฎหมาย
State secret documents and information	เอกสารและข้อมูลลับของรัฐ
Pornographic and vulgar audiovisual products, channels and publications	สื่อ สิ่งพิมพ์ภาพและเสียงที่เกี่ยวข้องกับสิ่งลามกอนาจาร
Pornographic and vulgar erotic services	การบริการทางเพศ
Gambling devices and accessories	อุปกรณ์การพนันและอุปกรณ์เสริม
Lottery	ลอตเตอรี่
Gambling service	บริการพนัน
Narcotics and related accessories	ยาเสพติดและอุปกรณ์ที่เกี่ยวข้อง
Weapons of all types (including daggers, firearms and accessories), replica weapons, ammunitions and explosives)	อาวุธทุกประเภท (รวมถึงมีดสั้น, อาวุธปืนและอุปกรณ์เสริม), อาวุธจำลอง, กระสุนปืนและวัตถุระเบิด)

Prohibited Goods/Services - Alipay/Tenpay (WeChat Pay)	
Type of Business (in English)	ประเภทธุรกิจ (ภาษาไทย)
Military or police equipment	อุปกรณ์ทางทหารหรือตำรวจ
Illegally obtained proceeds or properties as result of crime	เงินที่ได้รับโดยไม่ถูกต้องหรือทรัพย์สินที่ผิดกฎหมายอันเนื่องมาจากการเกิดอาชญากรรม
Poisonous or hazardous chemicals prohibited by Applicable Law and/or the laws of the People's Republic of China	สารเคมีที่เป็นพิษหรือเป็นอันตรายที่ต้องห้ามตามกฎหมายที่ใช้บังคับและ / หรือกฎหมายของสาธารณรัฐประชาชนจีน
Batons and electric batons	Batons และ batons ไฟฟ้า
Lock picking tools and accessories	เครื่องมือและอุปกรณ์สำหรับการโจรกรรม
Anesthetic, psychotropic or prescription medicine prohibited by the People's Republic of China; illegal unregistered medicine	ยาชา ยาระงับความรู้สึกจิตเวช หรือยาตามใบสั่งแพทย์ที่ต้องห้ามโดยสาธารณรัฐประชาชนจีน; ยาที่ไม่ขึ้นทะเบียนตามกฎหมาย
Fetal gender determination	การกำหนดเพศทารกในครรภ์
Aphrodisiacs	ยาเสริมสมรรถภาพทางเพศ
Medical services, including medical consulting, hypnotherapy, plastic surgery	บริการทางการแพทย์รวมทั้งการให้คำปรึกษาด้านการแพทย์ การสะกดจิต การศัลยกรรมด้วยพลาสติก
Hacking services or accessories	บริการหรืออุปกรณ์ที่เกี่ยวข้องกับการแฮ็กข้อมูล
Malware	มัลแวร์
Software or services that may jeopardize the reputation and goodwill of Alipay or any of its Affiliates or related parties	ซอฟต์แวร์หรือบริการที่อาจเป็นอันตรายต่อชื่อเสียง Alipay หรือบริษัทในเครือหรือบุคคลที่เกี่ยวข้อง
Illegal publication of certificates issuing or carving of stamps	การออกใบรับรอง หรือประทับตรารับรองที่ผิดกฎหมาย
Crowd funding	การระดมทุน
Video chatting services	บริการสนทนาวิดีโอ
All religious websites, publication or accessories	เว็บไซต์เกี่ยวกับศาสนา สื่อสิ่งตีพิมพ์หรือสิ่งอื่นใดที่เกี่ยวข้อง
Online cemeteries and ancestor worshipping	สุสานออนไลน์และการบูชาบรรพบุรุษ
Sales of personal information (e.g. identity card information)	การขายข้อมูลส่วนบุคคล (เช่น ข้อมูลบัตรประจำตัวประชาชน)
Espionage equipment and accessories	อุปกรณ์จารกรรม
Services or products that infringe on personal privacy (e.g. online activity monitoring)	บริการหรือผลิตภัณฑ์ที่ละเมิดความเป็นส่วนตัว (เช่น การสืบดูกิจกรรมออนไลน์)
Pyramid schemes and multi-level marketing	แผนพีระมิดและการตลาดแบบหลายระดับ
Gold investment	การลงทุนทองคำ

Prohibited Goods/Services - Alipay/Tenpay (WeChat Pay)	
Type of Business (in English)	ประเภทธุรกิจ (ภาษาไทย)
Cash disbursement from credit funding sources (e.g. credit cards)	การถอนเงินสดจากแหล่งเงินทุนเครดิต (เช่น การถอนเงินสดจากบัญชีบัตรเครดิต (Cash Advanced)
Counterfeit currency	สกุลเงินปลอม
Illegal sale of financial information (e.g. bank accounts, bank cards)	การขายข้อมูลทางการเงินที่ผิดกฎหมาย (เช่น บัญชีธนาคาร บัตรธนาคาร)
Stock and securities	หุ้นและหลักทรัพย์
Mutual funds	กองทุนรวม
Insurance products and platforms	ผลิตภัณฑ์และแพลตฟอร์มประกันภัย
Financial products and services	ผลิตภัณฑ์และบริการทางการเงิน
Rebate or cashback services	การคืนเงิน หรือบริการคืนเงิน
Software or products related to trading of financial products and information	ซอฟต์แวร์หรือผลิตภัณฑ์ที่เกี่ยวข้องกับการซื้อขายผลิตภัณฑ์และข้อมูลทางการเงิน
Single-purpose prepaid cards (including gift cards and other stored value cards)	บัตรเติมเงิน (รวมทั้งบัตรของขวัญและบัตรเติมเงินอื่น ๆ)
Illegal or unregistered fund-raising activities	กิจกรรมระดมทุนที่ผิดกฎหมายหรือไม่จดทะเบียน
Foreign exchange services	บริการแลกเปลี่ยนเงินตราต่างประเทศ
Peer to peer (P2P) lending services	การกู้ยืมแบบ peer to peer (P2P)
Payment by installments service	การชำระแบบผ่อนชำระ
Trading in invoices issued within the People's Republic of China	การซื้อขายใบกำกับสินค้าที่ออกในสาธารณรัฐประชาชนจีน
Trading or sale of virtual currencies (e.g. Bitcoin, Litecoin)	การซื้อขายหรือขายสกุลเงินเสมือนจริง (เช่น Bitcoin, Litecoin)
Satellites and antennas	ดาวเทียมและเสาอากาศ
Archaeological and cultural relics	โบราณวัตถุและที่เกี่ยวข้องกับวัฒนธรรม
Trading or distribution of currency (both RMB and foreign currencies)	การซื้อขายหรือการกระจายของสกุลเงิน (ทั้ง RMB และเงินตราต่างประเทศ)
Counterfeit or replica food products	สินค้าลอกเลียนแบบหรืออาหารปลอม
Online sale of tobaccos and cigarettes	ขายบุหรี่และยาสูบออนไลน์
Fireworks and firecrackers	ดอกไม้ไฟและพลุ
Crude oil	น้ำมันดิบ
Human organs	อวัยวะมนุษย์
Surrogacy services	บริการการตั้งครรภ์แทน

Prohibited Goods/Services - Alipay/Tenpay (WeChat Pay)	
Type of Business (in English)	ประเภทธุรกิจ (ภาษาไทย)
Services to facilitate plagiarism and examination fraud	บริการที่เกี่ยวกับการคัดลอกผลงาน และการโกงการสอบ
Protected species	สัตว์ที่ได้รับการคุ้มครอง
Smuggled goods	สินค้าลักลอบนำเข้า
Sales of distribution of event tickets without license (e.g. Olympic Games or World Expo tickets)	การขายแจกจ่ายตั๋วงานโดยไม่มีใบอนุญาต (เช่น งานแข่งขันกีฬาโอลิมปิก หรือตั๋ว World Expo)
Seeds	เมล็ดพันธุ์พืช
Real estate	อสังหาริมทรัพย์
Charitable organizations	องค์กรการกุศล
Auction sites and services	บริการการประมูล
Pawn services	บริการจำนำ
Lucky draw	ชิงโชค
Sale of animals, plants or products with contagious and hazardous diseases	การขายสัตว์ พืช หรือสิ่งที่มีโรคติดต่อและเป็นอันตราย
Sale of animals, plants or products originating from areas declared with an epidemic outbreak of contagious diseases	การขายสัตว์ พืช หรือผลิตภัณฑ์ที่มาจากพื้นที่ที่มีการแพร่ระบาดของโรคระบาด
Services or products facilitating unlawful public gathering	บริการหรือผลิตภัณฑ์ที่เกี่ยวกับการชุมนุมในที่สาธารณะที่ไม่ชอบด้วยกฎหมาย

3. The Merchant agrees and acknowledges that the Payer must have the following qualifications:

3.1 Be a member of the e-Wallet service and comply with all conditions specified by each e-Wallet Service Provider.

3.2 Must own a mobile phone and/or tablet and/or an electronic device equipped with an e-wallet payment system of the e-Wallet Service Provider, and having an internet signal that can facilitate payment via the e-wallet system of that e-Wallet Service Provider.

4. Each time the Merchant accepts payment for goods/services via the e-Wallet Service Provider's system, the Merchant must undertake the following actions:

4.1 The Merchant must inspect and accept e-Wallet with features notified by KBank to the Merchant from time to time, provided that the e-Wallet remains valid.

4.2 The Merchant must notify the Payer of the price of goods/services in Thai Baht (THB).

4.3 The Merchant submit the information of goods/services, including details of payment for goods/services to KBank to seek an approval of the payment transaction from the e-Wallet Service Provider via any of the following methods:

4.3.1 In case of accepting payment for goods/services with e-Wallet of Alipay, the Merchant must display information of the store/goods on its website/ mobile application to enable the Payer to choose payment method by reading the Payment Code or by deducting from the e-Wallet of the Payer.

4.3.2 In case of accepting payment for goods/service with e-Wallet of Tenpay (WeChat Pay), the Merchant must display information of the store/goods on its website/ mobile application to enable the Payer to read the Payment Code.

5. The Merchant agrees to accept that KBank has no duty to examine the correctness and completeness of any information, including (but not limited to) the payment information and information obtained from the Payment Code provided by the Merchant/the Payer.

6. Methods and details for transfer of total payment acceptance amount with the use of the e-wallet are specified in the **"Settlement"** table.

7. Once the Payer has processed the payment for goods/services and the Merchant has sent a transfer request per the conditions set forth in the **"Settlement"** table, KBank shall calculate total payment and send payment acceptance information to the e-Wallet Service Provider. Thereafter, KBank shall credit the funds into the deposit account as specified in the Application in accordance with the conditions set forth in the **"Settlement"** table.

8. The Merchant agrees that if the Payer pays for goods/services with the e-wallet issued or jointly issued by KBank, and if the Merchant wishes to void the transaction, the Merchant shall do so via the channels determined by KBank before the request for transfer of accepted payment amount is sent and within the cut-off time indicated in the **"Settlement"** table. Upon receipt of the request to void the transaction, KBank will void it and transfer the funds of equal amount to the Payer. Nevertheless, if the Merchant wishes to void the transaction **after** the payment for goods/services has been processed or the Merchant wishes to issue a refund, the Merchant shall reimburse that payment directly to the Payer by itself.

If the Payer pays for goods/services via the e-wallet issued or jointly issued by other commercial banks and/or other companies or institutions which are the e-Wallet Service Providers other than Alipay and Tenpay, and if the Merchant wishes to void a transaction or issue a refund, the Merchant shall reimburse that payment directly to the Payer by itself.

If the Payer pays for goods/services via the e-wallet issued or jointly issued by Alipay and Tenpay and if the Merchant wishes to void the transaction or issue a refund, or the Merchant later gives a discount on prices of goods/services, the Merchant agrees that it shall not reimburse the Payer in cash, cheque and/or other debt instruments, but shall instead produce a credit voucher in accordance with the set form and send it to KBank, and agrees to pay the amount which KBank has paid and/or credited into the Merchant's deposit account, or authorizes KBank to debit the deposit account specified in the Application or any other accounts to

be later changed by the Merchant, and/or any other accounts held by the Merchant/Account Owner with KBank to reimburse the e-Wallet Service Provider, who will refund the Payer. In this case, the Merchant shall inform the Payer to do so within 90 days of the date the goods/services are purchased, and the Merchant agrees that KBank shall in no event reimburse any fee that KBank has already collected from the Merchant. If the Merchant does not want to accept the return of goods purchased or agreed to be purchased by the Payer, the Merchant is required to clearly indicate “NO REFUND” or another message having the same meaning on every receipt, and post such a sign so that the Payer knows of the Merchant’s no refund policy.

Settlement Table

Settlement	Payment Tools				
	Credit/Debit Card		Funds Transfer	e-Wallet	
	Domestic and Foreign credit card/Foreign debit card (VISA, MASTERCARD, JCB)	UnionPay credit/debit Card, TPN debit card, Xpress Cash card	KBank, other commercial banks	via QR Code or Barcode under Thai QR Standard	Alipay, Tenpay (WeChat Pay), and other e-Wallets via QR Code or Barcode not under TH QR Standard
Cut-off time	9:00 p.m.	10:00 p.m.	11:00 p.m.		11:00 p.m.
Account Credit	4:00 a.m. onward on the following business day	11:00 a.m. onward on the following business day	11:00 p.m. onward		2.30 p.m. onward on the following business day upon approval by e-wallet service provider

Remarks 1. In case of bank holidays, KBank will credit the deposit account specified in the Application, per the schedule for account debit of each equipment/channel and tool, on the first business day or the following business day.

2. KBank will credit into the deposit account for the Merchant the amount after deduction of fee, value-added tax and withholding tax (if any). KBank will not calculate the deposit interest rate on the price of goods/services that has not been transferred to the Merchant’s deposit account.

