Part 3: Advice, Conditions and Manual for Use of K CONNECT INTERTRADE

Advice, Conditions and Manual for General Service Use

1. The Applicant acknowledges that each service under this Application shall be in conformity to formats, regulations and the Bank's directives/announcements, including any documents concerning the use of the particular service, which shall be regarded as part of this Application. The Applicant therefore agrees to comply with the conditions for the use of each service, of which the Applicant is notified or which are announced on the Bank premises; these conditions shall be binding upon the Applicant in all respects.
2. The Applicant agrees to authorize the Bank to use the Applicant's deposit account and/or any other types of accounts specified in this Application with existing services and/or those to be offered in the future, without any exception. If the accounts used for the services belong to the other persons specified by the Applicant, the Applicant shall instruct the account owner to sign a letter of consent per the form as determined by the Bank to authorize the Applicant to use the account with the services under this Application. The Applicant authorizes the Bank to debit the Applicant's deposit account and/or the accounts of the persons specified by the Applicant under the following conditions.
    2.1 The Applicant agrees, and/or shall instruct the other persons specified by the Applicant, to give consent to the Bank to debit the Applicant's deposit account held with the Bank. The Applicant shall not revoke such consent and shall instruct the other persons specified by the Applicant to do the same until this Application is terminated.
    2.2 The Applicant agrees, and/or shall instruct the other persons specified by the Applicant, to maintain the account balance equal to the amount to be debited by the Bank.
    In case the other persons specified by the Applicant revoke their consent for account debit, the Bank shall not debit such account. In such case, it shall be the Applicant's responsibility to contact said persons.
    2.3 After receiving the revocation per the preceding paragraph but the Bank is unable to revise the data in the Bank's system, for any reason, except where the inability is caused by the Bank's mistake and/or delay, and the Bank has received any instruction from the Applicant and has performed any action whatsoever with the deposit account of said person, the Applicant agrees that such action of the Bank is correct, and the Applicant shall be directly responsible for the account owner.
3. In case the Applicant is required to provide the Bank the information in advance of the use of a service, the Applicant agrees to take the following actions:
    3.1 The Applicant agrees to send the Bank instructions and related information for executing transactions under the particular service before the date the transaction is conducted via the following methods:
        (1) By hand (hard copy documents); or
        (2) Via electronic channel (in case where the agreement of such service requires that the information be sent via email/K CONNECT INTERTRADE); or
        (3) By any other means as agreed upon with the Bank.

3.2 Should the Bank receive the instruction and related information after the period as determined by the Bank, the Applicant shall consider that the instruction and information is delivered to the Bank on the next business day. The Applicant acknowledges that the Bank has the right to either proceed or not proceed in accordance with the instruction and the information received at such time. If the Bank does proceed, it shall be deemed that the Bank receives the instruction and information on the next business day.

In case the Bank is unable to execute the transaction as instructed by the Applicant, whether because the provided information is incorrect or for any other reason, the Bank shall deposit the amount already debited back into relevant account within 3 (three) business days from the date the Bank decides to not execute the transaction.

3.3 The Applicant certifies that any documents, information, and any details provided to the Bank in any form, either by the Applicant or by the person assigned by the Applicant, are true and correct. Should an error occur in executing any transaction, the Applicant agrees to claim such amount directly from the recipient. The Applicant agrees to renounce any right to demand the Bank to debit or withdraw money from the recipient's deposit account for reimbursement to the Applicant. The Applicant affirms that the Applicant shall not take any action that would cause the Bank to become involved in any dispute between the Applicant and the recipient. Any disputes and/or claims that the Applicant may have with the recipient shall be pursued by the Applicant directly with that recipient. If said error has caused the Bank to make payment on behalf of the Applicant, the Applicant agrees to fully reimburse the Bank.

In case the Applicant found that any document and/or evidence and/or detail related to the transaction submitted by the Applicant to the Bank contains errors or defects which the Applicant wishes to correct, the Applicant shall notify the Bank of such errors or defects in writing before the information has been entered into the Bank's system. In the event that the Applicant notifies the Bank of such errors after the original information has been entered into the Bank's system, the Applicant acknowledges that the Bank has the right to decide whether or not to correct such information as notified by the Applicant.

4. In cases where a service is provided only via electronic channels, or where the Applicant intends to access the service via electronic channels with IT links between the Applicant's computer and the Bank's computers, obviating the need for traveling to the Bank, whether either through K CONNECT INTERTRADE or any system/or service under any other name, the Applicant agrees to the terms and conditions for services via electronic channels.

When applying for service via an electronic channel, the Applicant shall propose three (3) Organization IDs, prioritized from most to least preferred. Upon approval, the Bank shall inform the Applicant in writing of the Organization ID and password.

After receiving a password from the Bank, the Applicant will be required to reset the password before logging in to the system to conduct transactions with the Bank. The Applicant shall be responsible for safeguarding the Organization ID and password, and for keeping them confidential. In case of a lost or forgotten Organization ID or password, the Applicant shall inform the Bank within seven (7) days of the incident.

5. In case of force majeure or any other cause that prevents the Bank from providing the services under this Application, the Applicant authorizes the Bank to take action as it deems appropriate in order to deliver the services under this Application. The Applicant agrees to cooperate with the Bank to the fullest extent of the Applicant's ability and in every

way for the convenience of the Applicant in using the services under this Application. In case of errors and/or defects in the service system whether arising from the computer system and/or electrical system and/or force majeure and/or any other reasons beyond the Bank's control, the Bank shall not be held responsible for any errors and/or defects and/or losses incurred and/or that may incur in all respects.

6. The Applicant agrees to pay the Bank service fees within the period and at rates determined by the Bank, and to be responsible for payments of related taxes, duties, and other expenses (if any), including amounts that the Applicant must reimburse the Bank. The Applicant agrees, consents, and authorizes the Bank to deduct the funds in the deposit account of any type which the Applicant holds at the Bank and/or in the possession of the Bank and/or under the authorization of the Bank, whether KBank has obtained such funds and/or such possession and/or such authorization in whatever method, in order to repay fees, taxes, duties and other expenses and/or amounts that the Applicant must return to the Bank immediately without any prior notice. The Bank shall issue proof of account debit to the Applicant. If the Bank has to make advance payments for the aforementioned fees, taxes and/or other expenses on behalf of the Applicant, the Applicant agrees to repay those fees, taxes and/or other expenses to the Bank immediately.
7. If the Bank is unable to debit the Applicant's account or the account of the other person specified by the Applicant for payment of service fees, regardless of service type, due to insufficient balance in the account or for whatever reason, the Applicant shall not be able to use the service, either wholly or partly, until the Applicant makes fee payment and/or the Bank is able to fully deduct funds for fee payment, including any amount from the Applicant's deposit account or the account of the other persons specified by the Applicant.
8. Change in conditions of service usage
    8.1 If the change in conditions of service usage causes the Applicant to incur more burden or risk, such a change shall require prior consent from the Applicant.
    8.2 If other conditions are to be changed, the Applicant agrees to authorize the Bank to make the change as it deems appropriate. If the change affects the Applicant's use of the service (such as adjustment of service fees to reflect rising costs, change to service channels, change to due date), the Bank shall expressly communicate, or give notice of, material information of the change to the Applicant at least 30 days in advance or within the period required by law.
    8.3 If KBank is required by law and/or rules and regulations to proceed with change in other specific conditions, the Applicant agrees to authorize KBank to act in compliance with the law and/or rules and regulations.
9. Termination of service and effect of termination
    9.1 The Applicant agrees that the Bank has the right to suspend and/or terminate the service, whether in whole or in part, or for any particular Applicant, at any time, with prior notice given by the Bank. Regarding the following incidents, the Applicant agrees and accepts that the Bank may undertake said action immediately without prior notice. The Applicant also agrees that the Bank shall not be responsible for any losses incurred from operations per this stipulation.
        9.1.1 Any information, details, representation or confirmation provided by the Applicant is untrue, inaccurate, or misleading in any material respect.
        9.1.2 There is sufficient factual evidence to believe that the information and/or any details given by the Applicant to the Bank or the Applicant's use of the service may (i) cause negative impacts; (ii) affect

the rights of the Bank or of a third party; (iii) be contrary to applicable law or accepted public morality; (vi) cause the Bank to violate applicable laws and/or regulations; or (v) affect the Bank's image.

9.1.3 The Applicant fails to pass the Bank's Know Your Business (KYB) process, in case of International Bulk Transfer.

9.1.4 The Applicant has breached any terms and conditions of the service usage, including a failure to pay fees/service charges/expenses/penalty fees/taxes.

9.1.5 Any other event occurs or may occur which convinces the Bank that it has an effect on business operations or debt servicing ability of the Applicant, including but not limited to the fact that the Applicant has ceased operations with its license revoked, or the Applicant's business is suspended or liquidated.

9.1.6 The Bank cannot deduct funds to undertake the operations under the Application and the conditions for use of the service.

9.1.7 The Bank must comply with applicable laws, rules and regulations.

9.2 In case the Applicant wishes to terminate any or all of the services under the conditions for the use of this service, the Applicant shall inform the Bank in writing at least 30 (thirty) days in advance via the Bank channels, and shall follow the procedures as determined by the Bank. The Bank shall proceed to terminate the service as desired by the Applicant within 30 (thirty) days from the date the Bank fully received written notification and related documents to terminate the service from the Applicant, and the termination will be effective after the Bank informs the Applicant.

9.3 The termination of the conditions for the use of this service, for whatever reason, shall not abrogate the Applicant's obligations set forth herein until the Applicant completely fulfills its obligations.

10. For electronic funds transfer transaction, the Applicant and the Bank agree to the following:

10.1 After the funds have been deducted and/or transferred into the account of the Applicant and/or the recipient, the Bank shall provide proof of funds transfer to the Applicant.

The proof of funds transfer means any evidenced documents i.e. transaction record, funds transfer advice, Advice under Trust Receipt, credit advice, statement that is generated by a computer system, or other media for data storage, or any other evidence to be determined by the Bank in the future.

10.2 Upon receiving a request to cancel an operation from the Applicant via said channel, the Bank agrees to cancel the operation within a timeframe as notified to the Applicant. The Applicant remains responsible for any operations and transactions that may occur before the end of the timeframe notified by the Bank for completing the requested cancellation. The Applicant shall provide dates, times, relevant parties, amounts, types of transaction and any other information requested by the Bank, and the Bank shall investigate and correct any errors (if any) (in conformity to regulations of the government and/or the Bank of Thailand) within thirty (30) days from the date the relevant information conforming to specified details is received in full. The Applicant shall be informed of the results within seven (7) days from the date that the Bank discovers any errors. The Bank reserves the right to disregard any request that does not comply with laws, rules and regulations, court order, other competent authorities and/or the Bank of Thailand. In case of errors for which

the Bank must give compensation to the Applicant, the Bank shall credit such amounts to the Applicant's account within seven (7) days from the date said error is found.

10.3 The Applicant agrees that this service and service channels are provided by the Bank for the convenience of the Applicant. In case of errors, delays, defects and/or losses incurred to the Applicant and/or the Applicant's customers, which do not arise from fraud or gross negligence of the Bank, and are not otherwise specifically stated in the agreement, the Applicant shall not make a claim for any damages or compensations from the Bank. However, the Bank agrees to be liable for any losses in case the Bank fails to comply with the terms and conditions herein (except where such non-compliance is due to insufficient funds in the Applicant's account, and/or the Applicant having no credit line with the Bank or the cancellation thereof, and/or funds transfers resulting in an O/D account exceeding the approved limit, and/or the Applicant being in the process of litigation, and/or the Applicant having been informed of difficulties arising before or during a funds transfer, and/or the Applicant's failure to comply with the terms and conditions as agreed with the Bank, and/or force majeure or any other cause which is not KBank's fault), or the Bank does not follow the instruction to cancel the operation received from the Applicant per the method and conditions of the agreement, or the Bank has yet to deliver funds transfer tools (such as a card, password or any other tools specified as funds transfer tools for this service) to the Applicant, but a fraudulent transaction has occurred as a result of KBank's fraud or gross negligence.

10.4 The Applicant can conduct transactions per the frequency and the limit as stipulated by the Bank and/or the beneficiary's bank or as announced for amendment by the Bank, and the Bank shall debit the transferred amount and fee as agreed upon by the Applicant and the Bank, and the funds shall be transferred to the beneficiary's account on the date specified by the beneficiary's bank.

11. Any letters, correspondences, notices, information and documents which the Bank has sent to the Applicant per residence address or office address and/or the Channel for Receiving Information specified in the application, whether by hand or by postal mail, either registered or unregistered, or email or short message service (SMS) or other channels for receiving information, regardless of whether or not such a letter, notice or information is received, shall be deemed as having been duly sent to the Applicant. ("The Channel for Receiving Information" means the address, email address, mobile phone number and/or services/other channels the Applicant has agreed upon with the Bank). If there is any relocation or demolition of, or change in the Channel for Receiving Information, the Applicant shall immediately inform KBank thereof in writing.
12. The delay or failure to exercise any right on the part of the Bank according to law, shall in no case constitute KBank's waiver of such right or the Bank's consent to any action of the Applicant.
13. "Business days" stated in this Application Form, terms and conditions for each relevant service and in any supplementary documents relating to the use of the service, refer to official working days of the Bank. Saturdays, Sundays and bank holidays designated by the Bank of Thailand are not business days.
14. In case that the Applicant detects any error in an operation or wishes to cancel an operation under the service, the Applicant may contact KBank at the K-Contact Center, 02-8888888 (for individual customers), or the K-BIZ Contact Center, 02-8888822 (for business customers).

15. The Applicant agrees that any transaction performed or instruction submitted by the use of User ID, password, PIN Token/One Time Password (OTP) shall be deemed complete and valid, from the time the transaction is confirmed, and shall be binding upon the Applicant as if it were conducted by the Applicant themselves; and it shall be deemed executed by the Applicant by means of electronic signature as an evidence for the transaction performed via K CONNECT INTERTRADE which is complete and valid. The Applicant agrees that the Bank can use the information of the Applicant as an original document of evidence to prove that the Applicant has used K CONNECT INTERTRADE for submission of instruction/confirmation of transaction conducted with the Bank and verification of transaction details; it can also be used for legal procedures in all respects. The Applicant agrees to assume the risks related to the use of electronic services, as the Applicant can conduct transactions on their own with no additional documents or evidence for confirmation and/or delivery to the Bank, except for the transactions that require documentation or evidence in accordance with the Bank's related procedures and policies on such cases (if any). The Applicant agrees to be responsible for and to be bound by the submission of instructions and/or abovementioned transactions via K CONNECT INTERTRADE, in all respects. The Bank shall in no event be liable to the Applicant.
16. The Applicant agrees that the data processed by computer system or obtained from microfilm or electronic media or other IT media that was recorded as evidence by the Bank, or any letter or other kind of evidence that was prepared in accordance with the advice, the terms and conditions of this service or any other agreement related to K CONNECT INTERTRADE, including all documents or evidence of any liabilities that were issued by the Bank for this purpose, regardless of when they were prepared and whether or not they exist at present, and/or will be provided in the future, shall be regarded as a part of this Application by which the Applicant shall be fully bound.
17. The Applicant agrees to be bound by and comply with rules and regulations, methods and procedures of the agreement for each service of K CONNECT INTERTRADE under the terms and conditions contained herein, including any handbook or documents related to K CONNECT INTERTRADE which the Bank has submitted to the Applicant or shall announce in the future, which shall be regarded as a part of the advice, the terms and conditions for the use of this service. If the Applicant does not act in compliance with rules and regulations, methods and procedures of the agreement, and causes any damage to the Bank, the Applicant agrees to be responsible for any damages incurred to the Bank, without any objection.
18. The application for K CONNECT INTERTRADE is an agreement between the Applicant and the Bank. The Applicant cannot confer or transfer the rights under this Application to other persons.
19. The Applicant affirms that the Applicant legally operates their business.
20. The Applicant shall keep the program diskette (if any) in a safe place, as well as keeping confidential the User ID, Password, PIN Token/One Time Password (OTP) and Organization ID, and shall not reveal them to other persons.
21. With each use of K CONNECT INTERTRADE, if the password is input incorrectly more than the Bank's specified number of times, K CONNECT INTERTRADE will disengage the connection temporarily until the Applicant contacts the Bank for reconnection. If the wrong password is re-entered, making the total number of inputs exceed the Bank's limits, that password will be voided for use with K CONNECT INTERTRADE until the Applicant contacts the Bank for resetting the password.

22. The Applicant acknowledges that the Applicant shall not use K CONNECT INTERTRADE in excess of the session time limit as determined by the Bank. Once the session ends, the Applicant shall log in to K CONNECT INTERTRADE once again if the Applicant wants to continue using the service.
23. The Applicant can log in to K CONNECT INTERTRADE to view report and examine data at all times. However, if the Applicant wants to access the system to use the service, the Applicant can submit transaction data to the Bank between 8:30 a.m.-3:30 p.m. on the Bank's business days. If the Applicant logs in to the system after the said period, the Bank shall deem that the transaction takes effect on the next business day.
24. If the conditions for the use of any specific service do not specifically include details of any issue, the conditions for the use of general services shall be applied. If the conditions for the use of any specific service are contrary to, or do not correspond with, the conditions for the use of general services, the conditions for the use of the specific service shall prevail, and are deemed an integral part of the conditions for use of this service. Nonetheless, if any conditions are found to be unclear, the Applicant agrees to comply with KBank's decisions, in all respects.
25. If any content in the conditions for the use of this service becomes void, illegitimate, invalid or unenforceable, the other remaining content shall remain legally valid and enforceable; it shall not be affected by voidability, illegitimacy, invalidity or unenforceability of the aforementioned content.

Advice, conditions and manual for specific services: Import and Trade Finance

Issuance/Amendment/Cancellation of Letter of Credit

1. To request the issuance of the Letter of Credit/Domestic Letter of Credit with the terms of payment under the Letter of Credit/Domestic Letter of Credit payable at a future date, the Applicant agrees and authorizes the Bank to confirm the maturity date with the nominated bank or all parties concerned without consent from the Applicant.
2. The Applicant hereby guarantees to make payment under the Letter of Credit/Domestic Letter of Credit that has been issued by the Bank per the Applicant's request, and shall pay all drafts at maturity, together with other charges and interest from the occurring date until the date the Bank has received payment in full at the rate per annum as follows: (1) For foreign currencies: at the rate and discount on loan for trade finance the Bank announces it will collect from customers from time to time as specified by the Bank at that time, which shall be posted at the International Trade Service Center; or (2) For Thai Baht: at the rate applied to payment that the Bank is obliged to pay under the obligation for the customer, which the Bank announces it will collect from customers from time to time. At the time of execution of this application, such interest rate is MRR plus 6 (six) percent per annum. The rate shall be calculated from the date of payment. Any change in interest rate shall be announced by the Bank, and the Applicant agrees to pay interest to the Bank at the rate so changed immediately without requirement of any further evidence from the Bank.
3. The Applicant agrees to accept any risk incurred from the submission of instruction in connection with the Letter of Credit/Domestic Letter of Credit and agrees to the following conditions:
    (1) Throughout the following clauses, the term **"the Bank"** shall include all its branches, partnership or any corporation acting as nominee or agent for the Bank. The term **"Applicant"** shall include an individual or several individuals, a group of persons, partnership or corporation named herein as the person requesting the issuance of the Letter of Credit/Domestic Letter of Credit per the details in the K CONNECT INTERTRADE system.

(2) Except where the Bank received a written instruction from the Applicant which is contrary to that specified in the K CONNECT INTERTRADE system, the Applicant agrees that (a) the Bank or the correspondent bank may receive and accept as a **"Bill of Lading"** any document which is a receipt of the shipped property, issued by or on behalf of any shipper, under the Letter of Credit, regardless of whether the quantity of the shipped goods is correct or complete; (b) in case where partial shipments are specified by the Applicant in the K CONNECT INTERTRADE system, the Bank has the right to pay in proportion to the amount specified in the draft of that shipment or the whole amount and the quantity of the goods to be shipped as specified in the K CONNECT INTERTRADE system; (c) the Bank may accept or make payment under the draft and/or documents under the conditions of the Letter of Credit which is signed or issued by the administrator of estate, assignee for benefit of creditors, liquidator, or other legal representative of the party who is authorized to draw or issue any drafts or other documents; d) the Bank and the correspondent banks may accept documents of any characteristic which comply with the provisions, definitions, interpretations and practices contained in **"The Uniform Customs and Practices for Commercial Documentary Credits of the International Chamber of Commerce"** including amendment thereto, or which comply with the applicable laws or regulations and in accordance with the customs of the place of negotiation; (e) in the event of any extension of the maturity or time for negotiation or presentation of drafts and/or documents under the conditions of the Letter of Credit, acceptance of documents or any other modification of the terms or provisions specified in the K CONNECT INTERTRADE system or with the consent of the Applicant or in the event of any increase in the amount of the Letter of Credit/Domestic Letter of Credit at the request of the applicant, this agreement shall be binding upon the Applicant with regard to: (1) the Credit so increased or otherwise modified; (2) drafts, documents and property covered thereby; and (3) any action taken by the bank or any of the correspondent banks in accordance with such extension, increase or other modification; (f) the Bank and/or any of the correspondent banks may accept or pay any draft dated on or before the expiration date of the Letter of Credit, whichever specified in the K CONNECT INTERTRADE system, regardless of when drawn and when or whether it was negotiated.

(3) Neither the Bank nor any of the correspondent banks shall be responsible for the Applicant in the following cases: (a) the existence, characteristic, quality, quantity, condition, packing, value or delivery of the property expressed in the documents; b) any difference in characteristics, quality, quantity, condition or value of the property from that expressed in the documents; c) the validity, sufficiency or genuineness of documents or of any endorsements thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; (d) the time, place, manner or order in which shipment is made; (e) for the issuance of the Letter of Credit: details of coverage or validity or genuineness of any insurance or any other risk connected with insurance; (f) any deviation from instructions, delay, default or fraud by the shipper and/or any person in connection with the property or the shipping thereof; (g) the solvency of, responsibility for or relationship to the property of any party issuing any documents in connection with the property; h) delay in arrival or failure to arrive of either the property or any of the documents related thereto; (i) delay in giving or failure to give notice of arrival or any other notice; (j) any breach of contract between the shipper or vendor and the consignee or buyer or the Applicant; (k) failure of any draft to bear reference or adequate reference

to the K CONNECT INTERTRADE system or failure of documents to accompany any draft of negotiation or failure of any person to note the amount of any draft on the reverse side of the Letter of Credit or to surrender or take up the Letter of Credit or to send forward documents apart from drafts as required by the terms of the Letter of Credit, except where each of the provisions as earlier mentioned is contained in the Letter of Credit; (l) errors, omissions, interruptions or delays in transmission or delivery of any message by mail, SWIFT, wireless or otherwise, whether or not they be in a cipher; or (m) errors in translation or errors in interpretation of technical terms. The Bank shall not be responsible for any act, error, neglect or default, omission, insolvency or failure in business of any correspondent bank or for any consequences arising from causes beyond the Bank's control. In furtherance and extension of the specific provisions herein before set forth, the Applicant agrees that any action taken or omitted by the Bank or the correspondent bank under or in connection with the Letter of Credit or the relative drafts or documents or property if done in good faith, shall be binding on the Applicant and shall not put the Bank or the correspondent bank under any resulting liability to the Applicant. Neither the Bank nor the correspondent bank shall be liable for any failure of the Bank or anyone else to pay or accept any draft or acceptance under this Letter of Credit and related documents or for any loss or damage resulting from law, or control or restriction exercised by any de facto or de jure domestic or foreign government or agency thereof, declared or undeclared war, or from any other cause beyond the control of the Bank or the correspondent bank, agent or subagent, and the Applicant agrees to indemnify and hold the Bank harmless from liability or expenses arising by reason thereof.

(4) Exclusively for the issuance of the Letter of Credit, the Applicant agrees to procure promptly any necessary import, export or other license for said purposes and to comply with all foreign and domestic laws and governmental regulations in regard to the shipment of the property or the financing thereof and to furnish such certificates in that respect as the Bank may at any time require; to keep the property adequately covered by insurance satisfactory to the Bank and to assign the policies or any other document to the Bank or to make compensation to the Bank upon the Bank’s request; and to reimburse the Bank upon demand in the event that the Bank or the correspondent bank pays for or incurs any liability in connection with any of the foregoing matters.

(5) The Applicant hereby agrees to not raise any defense against the Bank for its possession and disposition of all property shipped in connection with the Letter of Credit or drafts or all shipping documents, warehouse receipts, policies or certificates of insurance and other documents accompanying or related to drafts drawn under the Letter of Credit, and agrees to authorize the Bank to hold proceeds earned from the foregoing disposition, whether in whole or in part, as security against payment of any obligation and liability of the Applicant to the Bank.

(6) In the event that any property and or document held by the Bank or other person on behalf of the Bank is released by the Bank to or upon the order of the Applicant, the Applicant will sign and deliver to the Bank trust receipts and/or statements of trust receipt financing and will pay all required fees (if any). Upon the Applicant's failure to do so, the Bank is authorized to act as the agent of the Applicant to sign any such receipts and/or statements. Upon any transfer, delivery, surrender or endorsement to the Applicant, or upon the Applicant's request, of any bill of lading, warehouse receipt or other documents at any time held by the

Bank or by any of the correspondent banks relative to any drafts drawn hereunder, the Applicant will indemnify and hold the Bank harmless from and against claims, demands or actions which may arise against the Bank or any such correspondent bank.

4. In cases the Applicant does not have [Letter of Credit Credit Limit] with the Bank, or the remaining [Letter of Credit Credit Limit] limit is insufficient for request the issuance or amendment of the [Letter of Credit], the Applicant can request the Bank to issue or amend [Letter of Credit] payable at sight via K CONNECT INTERTRADE, and the Applicant hereby agrees and consents to the Bank debiting the deposit account specified in the [application], for the full amount of the issued Letter of Credit], including the positive tolerance percentages specified in the [Letter of Credit] (if any) as collateral for the issuance or amendment of the [Letter of Credit] and/or for settlement of liabilities under it.

   The Bank will refund the debited amount from the Applicant's deposit account only when the [Letter of Credit] is completely canceled. In the case of a foreign currency [Letter of Credit], the Bank will convert the foreign currency into Thai Baht using its prevailing "Buying Rate" for that currency, as quoted for general customers, at the time the refunded amount is credited to the Applicant's deposit account.
5. Unless otherwise expressly stated, the Letter of Credit/Domestic Letter of Credit shall be governed by "The Uniform Customs and Practices for Commercial Documentary Credits (amendment 2007)" of the International Chamber of Commerce (No. 600), including any amendments thereto.

Advice, conditions and manual for specific service: Global Money Transfer

1. The Applicant agrees to pay all fees and/or expenses as determined by KBank, except for service fees or any expenses incurred outside of Thailand, which shall be borne by the recipient abroad.
2. The Bank and/or correspondent banks shall not be liable for loss, damage, or any delay which has been caused by foreign exchange fluctuations, rules and regulations or steps of the bank receiving funds transfer or of the country where the receiving bank is located.
3. The application for same-day funds transfer shall be subject to local business hours or transaction cut-off times of the Bank and the receiving bank. If the Bank receives the application for funds transfer after the cut-off time, the Bank shall conduct such funds transfer on the next business day.
4. If foreign bank charges that the Bank has collected are insufficient for payment to the receiving bank, the Bank shall collect in accordance with the amount actually billed.
5. In cases where an outward funds transfer is subject to a limit, the Applicant affirms that the amount transferred to another country as of the transaction date shall not exceed the limit specified by the Bank of Thailand.
6. In case where the Bank is requested to make pre-remittance, the Applicant promises to pay the Bank within the date of funds transfer. If the Applicant fails to do so, it shall be deemed that the Applicant defaults on payment and agrees to reimburse the sum together with interest at the rate equal to the default interest rate as announced by the Bank, calculated from the date of the funds transfer per the request until the debt is fully settled; such interest rate shall be subject to the prevailing economic conditions. In case of change in the interest rates, the Bank shall post the announcement at its branch offices, and it shall be deemed that the Applicant has been given notice of the change and agrees to allow the Bank to charge the interest at the rate so changed immediately.

7. In using Global Inward via K CONNECT INTERTRADE, when funds are transferred from the correspondent bank of the sender abroad to the Applicant, the Bank shall give notice to the Applicant via the K CONNECT INTERTRADE system. The Applicant can manage the funds via the system, and the Bank shall proceed to manage the inward remittance in accordance with the Applicant's instruction. The Applicant shall be responsible for verifying the instruction, the amount, exchange rate, the account number for receiving inward remittance, transaction pending payment, or other details to ensure their accuracy before submitting the transaction, every time. The Applicant has no right to claim from the Bank any damage that may be incurred from the incorrect submission of transaction by the Applicant.
8. In using Global Outward, the Bank shall make funds transfer only when the Applicant has sufficient funds in the account per the amount specified in the application for Global Outward submitted via the K CONNECT INTERTRADE system. If the Applicant's account has an insufficient balance, or is confiscated by the court's order or the competent authorities, the Applicant agrees that the Bank cannot transfer funds from that account, and the failure to take such action by the Bank is not deemed the Bank's fault. The Applicant agrees to be solely responsible for any loss incurred. The Applicant shall give notice to the Bank immediately after the Applicant has been informed of the confiscation of the Applicant's account by the court order or the competent authorities. If the Applicant fails to do so, which causes the Bank to transfer funds from the confiscated account in good faith, and the Bank has been adversely affected or is liable to the competent authorities, the Applicant shall indemnify the Bank in full.

   For International Bulk Transfer, the Applicant can submit instructions in two ways: (1) Submit and approve instructions through the K CONNECT INTERTRADE system; or (2) Submit instructions via an interface file to receive data ("**Host to Host**") and approve instructions through the K CONNECT INTERTRADE system. For Host-to-Host instruction submission, the Applicant agrees to proceed as follows:

   (1) The Applicant shall connect their SFTP server to the Bank's SFTP server per the format and method determined by the Bank.

   (2) The Applicant shall specify the IP address of their SFTP server that will be connected to the Bank's SFTP server.
9. If there is any error incurred to the Applicant as a result of request for funds transfer service, for whatever reason, the Applicant agrees to allow the Bank to rectify the error and to debit and/or transfer funds from accounts linked to K CONNECT INTERTRADE and/or other related services without prior notice to or consent from the Applicant and/or the account owner. The Bank shall give notice to the Applicant and/or the account owner after the account has been debited.
10. The Applicant agrees and acknowledges that if the Applicant issues an instruction and/or establishes any other conditions, either in writing and/or verbally and/or by any other means in order to have the Bank undertake any operation (aside from the instructions and/or conditions that the Bank has allowed the Applicant to provide in the K CONNECT INTERTRADE system), it shall not be deemed that the Bank shall be bound by such an instruction and/or any other condition, and the Bank may refuse to provide the service under the application specified in the K CONNECT INTERTRADE system. The Applicant shall in no way be entitled to file a complaint and/or demand that the Bank be responsible for the cost of any loss and/or damage.

Advice, conditions and manual for specific services: International Trade Finance Solutions

Trust Receipt

The Applicant requests the Bank to make payment for goods/services relating to the transaction which the Applicant is obliged to pay to the Seller/Service Provider, and the Applicant agrees to the Bank as follows:

1. The Applicant agrees to repay the Bank within the maximum term of Trust Receipt as specified in the application for transaction via K CONNECT INTERTRADE, starting from the date the Bank makes payment to the Seller/Service Provider, or within the period as the Bank deems appropriate.
2. The Applicant agrees that if the Bank found that the Applicant's credit limit is insufficient and/or the Applicant has violated the terms for the loan request under the loan contract and/or under this Application, the Bank may credit the receiving account on the date that is different from the proposed value date specified by the Applicant in K CONNECT INTERTRADE.
3. The Applicant agrees to accept the conditions under "**the Advice under Trust Receipt**" sent to the Applicant by the Bank to give notice of the information related to the debt incurred under this Trust Receipt via various channels, including but not limited to, courier, postal service, and email. The Applicant gives consent to the Bank to use the Advice under Trust Receipt(s) printed from the Bank's system as a correct and conclusive evidence against the Applicant without further requiring the Bank and the Applicant to sign any additional documents. Details of the Advice under Trust Receipt are as follows:
    3.1 Outstanding principal amount;
    3.2 Interest rate (at the rate not exceeding the highest interest rate the Bank charges from its customers in general): The Applicant agrees to pay the Bank interest at such rate as calculated from the principal amount specified in the Advice under Trust Receipt(s) on the last business day of each month and on each maturity date; and
    3.3 Maturity date, provided that each Advice under Trust Receipt shall have the payment term not less than 30 (thirty) days, or as the Bank deems appropriate, and the combined number of days under the payment term of each Advice under Trust Receipt shall not be more than the maximum term of the Trust Receipt as specified by the Applicant in K CONNECT INTERTRADE. In case that the Applicant has any objection to the information specified in the Advice under Trust Receipt(s), for whatever reason, the Applicant agrees that the Bank is entitled to declare that all the debts under this Trust Receipt are due and payable immediately on the date the Applicant conducts transaction via K CONNECT INTERTRADE (in case of objection to the first Advice under Trust Receipt) or on the maturity date of the preceding Advice under Trust Receipt (in case of objection to the subsequent Advice under Trust Receipt).
4. If the Applicant is in default on debt payment (whether principal or interest), the Applicant agrees to pay interest rate on principal amount of the Advice under Trust Receipt from the date of default until the debt is fully paid at the incremental rate of 3 (three) percent per annum from the normal interest rate specified in the latest Advice under Trust Receipt.
5. The Applicant agrees and accepts that the title of goods related to the Transaction belongs to the Bank, of which the Applicant takes possession on behalf of the Bank. The Applicant agrees to be responsible for taking the shipping documents obtained from the Bank or in the Applicant's possession to proceed with lading, clearing from customs, storing and holding the goods as a custodian for and on behalf of the Bank, at no cost. In addition, the Applicant shall

keep the goods separated from other goods in the Applicant's possession, notify the Bank of the storage location and give consent to the Bank or any person assigned by the Bank to inspect the goods. The Applicant shall provide an insurance for all goods and specify the Bank as a beneficiary in accordance with the conditions, value and procedures stipulated by the Bank.

6. In cases where the goods or any part thereof are sold and delivered prior to the full repayment of the outstanding amount on the Advice under Trust Receipt(s), the proceeds of such sale shall be received by the Applicant as a custodian for the Bank and paid to the Bank upon receipt whether on or before the maturity date as specified in the relevant Advice under Trust Receipt(s). The Applicant also agrees and accepts that the Bank may at any time cancel this Trust Receipt and take possession of the goods, and in doing so will not impair or lessen the Bank's rights to receive the full repayment under this Trust Receipt and/or extinguish the Credit Applicant's liability to make the payment thereunder.
7. The Applicant agrees and accepts that the Bank shall assume no responsibility for the correctness, validity or genuineness of the transport documents released by the Bank to the Applicant or in the Applicant's possession or for the existence of characteristics, quantity, quality, condition, value, or delivery of any goods relating to the Transaction. In the case the transport documents and/or any relevant documents or the payment of goods relating to the Transaction appear to have any discrepancy, the Applicant agrees to accept such discrepancy and authorize the Bank to pay for the goods.
8. In case of indebtedness under this Trust Receipt denominated in foreign currency, if the Applicant is in default on debt repayment, the Applicant agrees that, when the Bank deems appropriate, the Bank is entitled to convert such indebtedness to Baht by using the selling rate of exchange of relevant foreign currency against the Baht announced at such conversion time. The Applicant agrees to pay such debt hereunder to the Bank in Baht and accept that such conversion shall not activate the debt novation.

Packing Credit

1. The Applicant agrees to repay the Bank within the maximum term of Packing Credit as specified in the application for transaction via K CONNECT INTERTRADE, starting from the date the Bank credits the said account.
2. The Applicant agrees that if the Bank found that the Applicant's credit limit is insufficient and/or the Applicant has violated the terms for the loan request under the loan contract and/or under this Application, the Bank may credit the receiving account on the date that is different from the proposed value date specified by the Applicant in K CONNECT INTERTRADE.
3. The Applicant agrees to accept the conditions under the Credit Advice sent to the Applicant by the Bank to give notice of the information related to the debt incurred under this Packing Credit via various channels, including but not limited to, courier, postal service, and email. The Applicant gives consent to the Bank to use the Credit Advice printed from the Bank's system as a correct and conclusive evidence against the Applicant without further requiring the Bank and the Applicant to sign any additional documents. Details of the Credit Advice are as follows:
    3.1 Outstanding principal amount;
    3.2 Normal interest rate (at the rate not exceeding the highest interest rate the Bank charges from its customers in general): The Applicant agrees to pay the Bank interest at such rate as calculated from the principal amount specified in the Credit Advice on the last business day of each month and on each maturity date; and
    3.3 Maturity date, provided that each Credit Advice shall have the payment term of not less than 30 (thirty) days, or as the Bank deems appropriate, and the combined number of days under the payment term of each Credit Advice

shall not be more than the maximum term of this Packing Credit as specified by the Applicant in K CONNECT INTERTRADE. In case that the Applicant has any objection to the information specified in the Credit Advice, for whatever reason, the Applicant agrees that the Bank is entitled to declare that all the debts under this Packing Credit are due and payable immediately on the date the Applicant conducts the transaction via K CONNECT INTERTRADE (in case of objection to the first Advice under the Packing Credit) or on the maturity date of the preceding Credit Advice (in case of objection to the subsequent Credit Advice).

4. If the Applicant is in default on debt payment (whether principal or interest), the Applicant agrees to pay interest rate on principal amount of the Credit Advice from the date of default until the debt is fully paid at the rates as follows: (1) at an incremental rate of 3 (three) percent per annum from the maximum interest rate specified in the Credit Advice; or (2) In case where the Bank exercises the right to convert the indebtedness into Baht: at the rate equal to the maximum normal interest rate of revolving/one-time commercial loan the Bank collects from customers at any given time. At the time of execution of this application, such interest rate is MRR plus 6 (six) percent per annum. Any change in interest rate shall be announced by the Bank, and the Applicant agrees to pay interest to the Bank at the rate so changed immediately, without requirement of any further evidence from the Bank.
5. The Applicant agrees to submit information and/or underlying documents relating to the sale of goods between the Applicant and the Buyer to the Bank. In addition, the Applicant shall at all times permit and facilitate the Bank and/or the Bank's representatives to access the storing place of the goods and/or perform any action relating to monitoring and/or counting of the goods.
6. In case the Bank considers that the Applicant does not utilize the credit facility per the purpose specified in K CONNECT INTERTRADE and/or there is no money transfer from the Buyer via the bank account opened with the Bank within 60 (sixty) days from the date as specified in K CONNECT INTERTRADE, for whatever reason, including but not limited to the fact that the Buyer has not transferred funds to the Applicant via the Bank, the Applicant agrees that the Bank, at its own discretion, may cancel the credit facility, and the Applicant shall pay penalty fee at the rate of 0.25 (zero point two five) of the Utilized Amount via K CONNECT INTERTRADE within the period as stipulated by the Bank.
7. In the event that the principal amount specified in any Credit Advice is due and payable, and the Bank or its agent thereof cannot collect payment of the principal amount, for whatever reason, or the Applicant, or any of the guarantors become(s) deceased, incompetent, default on debt payment or in breach of any agreement with the Bank or any person, dissolved, insolvent, being under an absolute receivership, or subject to attachment or seizure of property, or any guarantor requests to cease its guarantee, or any security hereunder is devalued or revoked or garnished or confiscated, or any situation occurs which in the opinion of the Bank gives reasonable ground to believe that it may adversely affect the business or debt servicing ability of the Applicant or any guarantor, the Bank is entitled to demand that the Applicant settle the debt immediately, and the Applicant agrees to immediately pay the debt to the Bank, together with interest thereon. In case of indebtedness denominated in foreign currency, the Applicant agrees that, when the Bank deems appropriate, the Bank is entitled to convert such indebtedness into Baht by using the selling rate of exchange of the relevant currency against the Baht as announced at such conversion time. The Applicant agrees to pay such debt hereunder to the Bank in Baht and accepts that such conversion shall not activate the debt novation.

Advice, conditions and manual for specific services: Letter of Credit, Trust Receipt and Packing Credit

1. Any payment shall be made at the office of the Bank. In case any due date falls on a non-business day (Saturday, Sunday or any banking holiday as announced by the Bank of Thailand), it shall be rescheduled to the previous business day prior to such due date.
2. The Bank shall calculate the interest on an actual daily basis; 1 (one) year shall have the number of days specified by the Bank as follows;
   2.1. In case of indebtedness denominated in Baht, 1 (one) year shall have 365 (three hundred sixty five) days regardless of whether that year has either 365 (three hundred sixty five) or 366 (three hundred sixty six) days; and
   2.2. In case of indebtedness denominated in foreign currency, regardless of the fact that there are either 365 (three hundred sixty five) or 366 (three hundred sixty six) days in a year, the number of days in a year is subject to the currencies involved. (1) For USD, CAD, CHF, AUD, EUR, CNY, DKK, NZD, SEK currencies, 1 (one) year shall have 360 (three hundred sixty) days; (2) For GBP, HKD, SGD, MYR currencies, 1 (one) year shall have 365 (three hundred sixty five) days; and (3) For other foreign currencies, 1 (one) year shall have the number of days as announced by the Bank from time to time, and it shall be deemed that the Applicant has been notified of such number of days for calculating the interest for respective currency as of the date that the Bank has duly posted such announcement at its International Trade Service Center. The Credit Applicant agrees and acknowledges that the Bank may immediately calculate the interest according to the number of days for such currency without giving any notice to the Applicant.
3. MRR" (Minimum Retail Rate) means the minimum rate of interest on loans collected from retail prime customers as announced by the Bank from time to time. Whenever there is a change in such interest rate, the Applicant agrees to pay interest to the Bank in accordance with the changed rate immediately without requirement of any further evidence from the Bank to the Applicant. The Applicant can check the interest rates at any given time from www.kasikornbank.com. In cases where the MRR in the foregoing paragraph is less than 0.0 % (zero point zero percent) per annum, the Applicant agrees to pay to the Bank interest at the MRR rate which is equal to 0.0 % (zero point zero percent) per annum. If the calculated interest is less than 0.00 (zero point zero zero) Baht, the interest shall be equal to 0.00 (zero point zero zero) Baht.
4. The Applicant agrees that in using the service with the Bank, including but not limited to loan drawdowns via K CONNECT INTERTRADE, the Bank may disclose the Applicant's and/or trade partners' information obtained from the Applicant to the digital infrastructure system provider and/or database system service provider for the purpose of exchanging data between financial institutions and/or financial institutions which are members of said systems, which is necessary for assessment and prevention of risks that may be incurred from provision of loans by financial institutions.

Domestic Funds Transfer

1. The Bank, as a recipient of a funds transfer instruction, shall not be liable for the delay, mistake or error which is not on the part of, or caused by, the Bank.
2. The Applicant agrees to pay all fees and expenses incurred.

3. The Bank shall make funds transfer per the instruction only when the Applicant has sufficient credit line remaining, or when the Bank is able to debit the Applicant's deposit account for complete settlement of the amount transferred including fees and any other expenses, unless otherwise agreed upon with the Bank in writing.
4. If the Bank is notified by the beneficiary's bank that it cannot effect the transfer per the instruction, the Bank shall so inform the Applicant within the following business day after receiving such notification. If the Bank fails to inform the Applicant of any error in the funds transfer, it shall be deemed that the funds can be transferred per the instruction.
5. Upon receiving the instruction, the Bank shall notify the beneficiary's bank to credit the Applicant's account within the same day; the request for such funds transfer must be made within the cut-off time determined by the Bank.

Advice, conditions and manual for specific services: Foreign Currency Deposit Account (FCD)

1. Foreign Currency Deposit account service involves the instruction submitted from the Applicant to the Bank for making funds transfer between the Bank's accounts, and the scope of services offered under K CONNECT INTERTRADE is as follows:

   KBank Transfer:

   - Submission of instruction for funds transfer from Baht account to FCD account in order to convert Baht to foreign currency
   - Submission of instruction for funds transfer from FCD account to Baht account in order to convert foreign currency to Baht
   - Submission of instruction for funds transfer between FCD accounts (FCD to FCD)

   Other Bank Transfer:

   - Submission of instruction for funds transfer between FCD accounts (FCD to FCD)
2. The Applicant is required to provide objectives of transaction and attach required documents as determined by the Bank of Thailand (if any). After attaching required documents in K CONNECT INTERTRADE, the Bank shall verify the correctness and completeness of the documents before proceeding to process the transaction per the instruction.
3. The Bank shall not be liable for any loss, damages, delay, error, defect, action, ignorance, or any delay arising from the performance on the part of the clearing system of the country where the beneficiary's bank is located or the clearing system of the beneficiary's bank.
4. The Applicant agrees to pay all fees and/or expenses specified by the Bank, However, all fees or expenses apart from the Bank's expenses shall be borne by the beneficiary/receiver.
5. The Bank and/or beneficiary's bank shall not be liable for any loss, damage, delay, caused by exchange rate fluctuations, rules, regulations or procedures of the beneficiary's bank.
6. Application for the same-day transfers shall be subject to the business hours or transaction cut-off times of the Bank and the beneficiary's bank. If the Bank receives the Application after its cut-off times, the Bank shall effect such transfer on the next business day.
7. If beneficiary's bank changes that the Bank has collected are insufficient for payment in full to the beneficiary's bank, the Bank will collect additional charges as actually biller later.
8. In case where a money transfer is under limit, as specified by the Bank of Thailand (BOT), the sender certifies that the transferred amount under the Foreign Currency Deposit (FCD) service on the transaction date is under the specific limit.

9. The Bank shall make funds transfer only when the Applicant has sufficient funds in the account per the amount specified in the application for Other Bank Transfer submitted via the K CONNECT INTERTRADE system. If the Applicant's account has an insufficient balance, or is confiscated by the court's order or the competent authorities, the Applicant agrees that the Bank cannot transfer funds from that account, and the failure to take such action by the Bank is not deemed the Bank's fault. The Applicant agrees to be solely responsible for any loss incurred. The Applicant shall give notice to the Bank immediately after the Applicant has been informed of the confiscation of the Applicant's account by the court order or the competent authorities. If the Applicant fails to do so, which causes the Bank to transfer funds from the confiscated account in good faith, and the Bank has been adversely affected or is liable to the competent authorities, the Applicant shall indemnify the Bank in full.
10. If there is any error incurred to the Applicant as a result of request for funds transfer service, for whatever reason, the Applicant agrees to allow the Bank to rectify the error and to debit and/or transfer funds from accounts linked to K CONNECT INTERTRADE and/or other related services without prior notice to or consent from the Applicant and/or the account owner. The Bank shall give notice to the Applicant and/or the account owner after the account has been debited.
11. The Applicant agrees and acknowledges that if the Applicant issues an instruction and/or establishes any other conditions, either in writing and/or verbally and/or by any other means in order to have the Bank undertake any operation (aside from the instructions and/or conditions that the Bank has allowed the Applicant to provide in the K CONNECT INTERTRADE system), it shall not be deemed that the Bank shall be bound by such an instruction and/or any other condition, and the Bank may refuse to provide the service under the application specified in the K CONNECT INTERTRADE system. The Applicant shall in no way be entitled to file a complaint and/or demand that the Bank be responsible for the cost of any loss and/or damage.

Terms and conditions for the provision of FCD account service shall be subject to terms and conditions, details, opening and use of FCD account per the application submitted by the Applicant to the Bank.

Advice, conditions and manual for the use of specific service: Trade e-report

1. The Applicant agrees that the Trade e-Report service involves the submission of reports/documents related to international trade transactions via email address of the Applicant and/or other persons given by the Applicant in this Application.
2. The Applicant shall safeguard the email address and password and treat them as confidential. In case of any damage that arises from the Applicant's disclosure or other actions that have caused the email address and password to be known or acquired by other persons or lost or stolen, the Applicant shall be responsible for such damage.
3. After the Bank has approved the application/changes and informed the Applicant of the result, the Bank shall send reports to the Applicant via the email address most recently provided by the Applicant to the Bank.
4. The Bank shall send reports to the Applicant via email address per the format chosen by the Applicant or in PDF files. If the report format is not specified by the Applicant, the report will be sent per the period as determined by the Bank. If the Applicant cannot receive the report, in any event, the Applicant shall give notice to the Bank in order for the report to be re-sent.

5. The Applicant shall fill in their personal information completely and correctly for identity authentication. The Applicant certifies that any document, information and details given to the Bank are complete, accurate and up-to-date, and are the information that the Bank may use for providing services and updating the information in the Bank's system. The Applicant has the right and is legally able to use the services and conduct any transaction.

   The Bank has no policy of sending an email to the Applicant to collect their personal information. If the Applicant is careless or negligent, causing unauthorized use of the information by any person to gain any benefits, the Bank shall not be responsible for any losses, whatever the case may be.
6. The Applicant agrees that the Trade e-Report service is only a channel for providing data in a rapid manner. Unless a written confirmation has been issued by the Bank, the Bank shall not guarantee the correctness, completeness or non-errors of data transmissions via email. The Applicant accepts that data transmitted via email may be lost or changed before reaching the Applicant's system.

   Notwithstanding, content in the preceding paragraph shall not be applicable to the Advice under Trust Receipt(s) and the Credit Advice. The Applicant gives consent to the Bank to use the Advice under Trust Receipt(s) and the Credit Advice printed from the Bank's system and delivered to the Applicant via the Trade e-Report Service, which are correct and conclusive evidence against the Applicant without further requiring the Bank and the Applicant to sign any additional documents.
7. The Applicant agrees that the Bank reserves the right to not send reports on data of certain international trade transactions with special conditions.
8. For correctness of information, the Applicant should verify reports received from the Bank against other documents/evidences specifying details of related international trade transactions.

Advice, conditions and manual for specific services: For submission of instruction via communication devices

In cases where the Bank receives instruction and/or information from the Applicant (hereinafter referred to as **"the Instruction"**) via facsimile or other tools, the Applicant agrees that the Bank shall act in accordance with the instruction under the following conditions:

1. The Bank shall act in accordance with the instruction submitted via facsimile or any other tools without any obligation or may refuse to act in accordance with said instruction, as it deems appropriate, at any time. The Applicant shall send the original written instruction to the Bank without delay. However, if the Bank refuses to act in accordance with the instruction, the Bank will give notice to the Applicant without delay.
2. The Applicant agrees to be responsible for any action of the Bank, the correspondent bank or agent who complies with the instruction received from the Applicant via facsimile or any other tool, and the Applicant agrees that if any instruction which the Bank has received bears the signature of the Applicant, the Bank shall deem that the instruction has been signed by the Applicant and shall be legally binding upon the Applicant.
3. a) The Applicant agrees to not make a claim on the Bank and is willing to pay for damages incurred from the action which is in accordance with the Applicant's instruction.

   b) The Bank shall in no way assume any responsibility for the correspondent bank's or agent's negligence, misconduct, mistake or non-compliance with the instruction, which is the action taken beyond the authorization

granted by the Bank. The Bank shall not be responsible for the insolvency of the correspondent bank or agent, including loss incurred, either directly or indirectly, in all respects.

4. It shall be at the Bank's sole discretion in using any method for transferring funds under the Applicant's instruction. If the Applicant wishes to cancel the funds transfer or the instruction given to the Bank, the Bank shall make its best effort to stop the funds transfer or retrieve the amount that has been transferred. If the Bank is unable to do so, the Applicant has no right to request the reimbursement of the transferred amount. The Bank has no responsibility for reimbursing the amount to the Applicant.