

TO : THE SIAM COMMERCIAL BANK PUBLIC COMPANY LIMITED

Date

DD/MM/YYYY

Dear Sirs,

Re : Our Draft / Invoice No. : \_\_\_\_\_ For the amount of \_\_\_\_\_  
 ( \_\_\_\_\_ )

We hereby request and instruct you to dispose of the enclosed draft(s) and / or document (s) described below for the following purpose where marked " ✓ ".

- Negotiate the enclosed bill  Discount the enclosed bill

**DRAWN UNDER LETTER OF CREDIT NO. :** \_\_\_\_\_ **issued by** \_\_\_\_\_

Original Letter of Credit (L/C)  At your Counter  Attached

**DRAWN UNDER BILLS FOR COLLECTION** Tenor : \_\_\_\_\_

Collecting Bank full name & address : \_\_\_\_\_

Drawee/Buyer full name & address : \_\_\_\_\_

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Deliver Documents Against Payment (D/P)  | <input type="checkbox"/> Advise Non-Payment / Non-Acceptance by Telecommunication             | <input type="checkbox"/> Protest for Non-Payment / Non-Acceptance at our expense                          |
| <input type="checkbox"/> Deliver Documents Against Acceptance (D/A)   | <input type="checkbox"/> Do not waive charges / interest by drawee                            | <input type="checkbox"/> Payment may be deferred until arrival of goods                                   |
| <input type="checkbox"/> All charges for account of Drawee  | <input type="checkbox"/> Advise Acceptance & Maturity Date by Telex/Airmail/Telecommunication | <input type="checkbox"/> Collect interest as stated on the draft  |
| <input type="checkbox"/> Collect interest at _____ % P.A. (360 / 365 days) after first presentation / maturity _____ / _____ / _____ till payment | <input type="checkbox"/> In case of need: name _____  | <input type="checkbox"/> Who is authorized only to obtain honouring of draft as drawn                     |
| <input type="checkbox"/> Other Instructions : _____   |   | <input type="checkbox"/> Who is authorized to give instructions which are to be followed in every respect |

**LIST OF DOCUMENTS ENCLOSED (Please insert the number of documents attached in the following boxes)**

Draft	Bill of Lading		Invoice	Insurance Policy	Air Waybill	Parcel post Receipt	Packing List	Weight List	Beneficiary Certificate	Certificate of Origin	Inspection Certificate	A	B	C	D	E	F	G	H
	Original	Non-Nego.																	
A :			B :			C :			D :										
E :			F :			G :			H :										

**DISPOSITION OF PROCEEDS**

- Credit our account No. : \_\_\_\_\_ with your Head Office or Branch \_\_\_\_\_ after deducting your charges
- Apply proceeds to our export loan Packing Credit No. : \_\_\_\_\_ the remaining (if any) please credit our account as above.
- Forward contract No. : \_\_\_\_\_ Exchange rate : \_\_\_\_\_
- Other Instructions : \_\_\_\_\_

If there are any questions, please contact : \_\_\_\_\_ at Tel. No. : \_\_\_\_\_

**TERMS AND CONDITIONS**

The following terms and conditions apply to instructions and services set out above in this Application for Negotiation/Discount Without Recourse (the "Application") to which we agree:

- Any processing of drafts and/or documents drawn under, relating to or for the purpose of Bills for Collection (DA, DP) shall be subject to the latest revised version of the Uniform Rules for Collection, International Chamber of Commerce Publication, which is in force as of the date of this Application ("URC").
- Any processing of drafts, letters of credit and/or documents drawn under or relating to letters of credit shall be subject to the version of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication ("UCP"), stated in such letters of credit, or in the absence of such version being so stated, the latest revised version of the UCP which is in force as of the date of this Application.
- Any processing of drafts, letters of credit and/or documents under this Application is done on a "without recourse" basis to us.
- This Application is irrevocable unless otherwise allowed or instructed by you.
- We further undertake to hold you free and harmless from and against any or all expenses, losses and damages howsoever incurred and/or may be incurred to you in consequence of your negotiation, discount, collection and/or otherwise processing of drafts, letters of credit and/or documents and to fully indemnify you immediately upon your demand of payment of such expenses, losses, and damages.
- We hereby authorize you at your discretion to debit (without prior notice to us) our accounts with you all charges, damages, fees and expenses due to you under or in connection with negotiation, discount, collection and/or otherwise processing under this Application and any amount outstanding to our credit may be so applied to reduce our liability or indebtedness to you under or in respect of this Application. This Application will serve as our permission and your authority to charge our accounts with Baht equivalent amounts of drafts, letters of credit and/or documents at the then prevailing bank's selling rate for these purposes.
- We agree that if your provision of any international trade or money transfer transaction service (including any negotiation and discount under this Application) be prohibited or any asset or money relating to such trade or service be frozen, confiscated, seized or attached by any competent authority of any country over which you have no control, you shall not be liable for any damage, loss or cost we may incur as a result thereof and you shall not be required to refund or return such asset or amount of money to us whatsoever.
- This Application between you and us shall be governed and construed in accordance with the laws of Thailand.
- Collection, Use and Disclosure of Data: (i) For the use of your services, including the request for disposal of the draft(s) and/or document(s) under this Application, you will collect, use and disclose our personal data and/or any other person's personal data provided by us to you for the purpose of providing services including disposing of the draft(s) and/or document(s) in accordance with this Application and any other purposes as prescribed in your Privacy Notice. To understand how you collect, use and disclose personal data and the data owner's rights in accordance with the Personal Data Protection Law, we may further read such Privacy Notice as announced by you on your website namely www.scb.co.th and/or any other channels prescribed by you or to be further changed and notified to us by announcing on such website and/or any other channels prescribed by you. In addition, in the event that we have given any personal data of any other person, we shall notify such person of the details relating to the collection, use and disclosure of personal data and rights under such Privacy Notice. (ii) You may record any communications between us and you and/or store and/or record and/or process information relating to us and/or transactions and/or any acts in connection with the use of services of us for the benefit of enhancement and provision of your services, including for keeping record as an evidence for the use of services and transactions. We agree to and shall not dispute the use of such record and/or information as an evidence against us under the laws. (iii) In case we are a juristic person, we give consent to you to collect and use any our information (which is not personal data under the Personal Data Protection Law) given by us to you or received or accessed by you from any other sources, for the purpose of complying with the laws and regulations of any countries which govern you; conducting research and analyzing data; managing your business; proceeding with any acts in relation to the credit facility procedures; and/or offering, giving, or improving any products or services of you, any products or services of any other persons for which you are a distributor or an agent or having a relationship with you. In addition, we give consent to you to send, transfer and/or disclose such information to authorized persons under the laws for the purpose of complying with the laws and regulations of any countries which govern you; and/or to juristic persons or any other persons who are your counterparty to the contract or have a relationship with you for the purpose of supporting your provision of services to us.

Yours faithfully,

( \_\_\_\_\_ )  
**Authorized Signature(s) and Company Seal (if any)**