

We, \_\_\_\_\_, refer to the export packing credit loan facility (the **"Packing Credit Loan"**) made available to us by The Siam Commercial Bank Public Company Limited (**"you"** or the **"Bank"**) for the purpose of financing our manufacturing business for exports and/or our export business in fulfillment of purchase orders placed by overseas buyers (the **"Buyer"**), the loan facility of which is supported by the following document(s) (the **"Loan Supporting Documents"**):

Date \_\_\_\_\_  
DD/MM/YYYY

Purchase Contract/Purchase Order    Letter of Credit    Bill of Exchange    Invoice    \_\_\_\_\_

No. \_\_\_\_\_ dated DD/MM/YYYY / \_\_\_\_/\_\_\_\_ As evidence of our, indebtedness under, and receipt of,

the Packing Credit Loan, we will issue and deliver to the Bank a promissory note (the **"P/N"**) No. \_\_\_\_\_

dated DD/MM/YYYY / \_\_\_\_/\_\_\_\_ in the amount of \_\_\_\_\_  
( \_\_\_\_\_ )

bearing interest at the rate of \_\_\_\_\_ per annum and, in return, we request that the Bank remit such amount of money specified on the face of the P/N into the bank account no. \_\_\_\_\_ (the **"Packing Credit Loan Account"**).

In utilizing the Packing Credit Loan, we hereby undertake in your favor as follows:

1. When such amount of money is so deposited by you into the Packing Credit Loan Account, we are deemed to have received the Packing Credit Loan from the Bank in full. The deposit slip in respect of such amount shall then be deemed to be conclusive evidence of our receipt of the Packing Credit Loan, in which case we agree that no further signature or formality will be required on our part on any documentation.
2. We shall repay to the Bank on the maturity date of the P/N (the **"Maturity Date"**) the principal amount of the Packing Credit Loan (the **"Principal Amount"**) and interest thereon at the rate as stipulated on the face of the P/N calculated from the date on which such amount of money is deposited into the Packing Credit Loan Account (the **"Loan Receipt Date"**) until the Maturity Date.
3. The Bank may require us to repay the Packing Credit Loan whether in full or in part at any time prior to the Maturity Date and we agree not to raise any objection and agree to waive such time period of maturity as described in Clause 2. In addition, we hereby authorize and appoint the Bank to collect any payment due and payable under those export-related documents which will be delivered by us to the Bank prior to the Maturity Date and the Bank may forthwith deduct any sum from such payment in settlement or repayment of the Packing Credit Loan.
4. We agree to supply any information or deliver any document relating to the export of goods under this Packing Credit Loan to the Bank and, upon request of the Bank, to facilitate any inspection by the Bank of such goods.
5. If, for any reason, it appears that:
  - (i) no payment has been made by the Buyer pursuant to the Loan Supporting Document to us within 60 days from the due date, we shall pay the Bank a surcharge in an amount equivalent to the difference between such amount of interest calculated on the Principal Amount at the rate of MLR and such amount of interest calculated on the Principal Amount at the rate as stipulated on the face of the P/N, in each case as determined from the Loan Receipt Date until full payment. In addition, we shall pay the Bank a penalty in an amount equal to 0.25 percent of the foreign denominated currency amount specified on the face of the Loan Supporting Documents within a period of time as required by the Bank;
  - (ii) payment has been made by the Buyer pursuant to the Loan Supporting Document to us, but such payment is not made through the Bank, we shall pay the Bank a penalty in an amount equal to 0.25 percent of the foreign denominated currency amount specified on the face of the Loan Supporting Document within a period of time as required by the Bank;
  - (iii) in the case of non-payment as described in sub-clause (i) above and if Packing Credit Loan is denominated in foreign currency, we shall pay the Bank only a surcharge in an amount equivalent to the difference between such amount of interest calculated on the Principle Amount at the rate of P/C and such amount of interest calculated on the Principal Amount at the rate stipulated on the face of the P/N, in each case as determined from the Loan Receipt Date until full payment.

**"MLR"** means the minimum loan rate charged by the Bank on term loans granted to prime customers as announced by the Bank to be applicable as of the Loan Receipt Date, the rate of which is subject to change from time to time by the Bank in accordance with any relevant announcement or notification of the Bank of Thailand.

**"P/C"** means the interest rate for packing credit as announced by the Bank to be applicable as of the Loan Receipt Date, the rate of which is subject to change from time to time by the Bank in accordance with any relevant announcement or notification of the Bank of Thailand.

6. We shall be deemed to be in default if any of the following events occurs:
  - (i) we fail to perform any obligation or condition in respect of this Packing Credit Loan or we fail to pay any indebtedness or liability due from us to you under this Packing Credit Loan, including the principal and interest of the Packing Credit Loan as well as fees, expenses, surcharges and penalties;
  - (ii) any statement contained in any evidence or document supplied by us to you is incorrect, fabricated or invalid in any respect;
  - (iii) we default in payment of any indebtedness or liability due from us to you under any other agreements or arrangements with you;
  - (iv) any lawsuit is filed against us or there occur any other events you consider to be likely to cause damage to our business operation or financial condition;
  - (v) we become insolvent, a receivership order is issued against us, our assets are seized or attached by officers, we file a petition for business rehabilitation or bankruptcy, a petition for business rehabilitation or bankruptcy is made against us, there occurs any action which may result in bankruptcy proceeding or we compromise debts with creditors; and/or
  - (vi) the Packing Credit Loan is not used for the intended purpose.
7. In the case where we are deemed to be in default, we shall be deemed to be in default of all outstanding debts in which case all our indebtedness and liabilities whatsoever including any obligations under the P/N, whether or not such P/N is due for payment, (including damages and compensation for loss or damage suffered by you, costs associated with warning, demand, claim, legal proceeding, lawyering and court fees for legal enforcement and attachment) due and owing to you under or in connection with this Packing Credit Loan shall mature and be forthwith due and payable with interest being accrued thereon at the Maximum Default Rate from the date of such default until full payment. If the Packing Credit Loan is denominated in foreign currency, the Bank may at the sole discretion of the Bank convert the same into Thai Baht as from the date of such default and the conversion can be made on any day and at the rate of exchange as the Bank considers appropriate.

**"Maximum Default Rate"** means the maximum default rate charged by the Bank in the cases of non-payment, breach of terms or drawing overdraft loans in excess of overdraft limit on business loans granted to general customers as announced by the Bank to be applicable at such time, the rate of which is subject to change from time to time by the Bank in accordance with any relevant announcement or notification of the Bank of Thailand.

8. We agree and consent that the Bank may, at the sole discretion of the Bank and without prior notice to us, promptly debit any fund standing in our account with the Bank, or deduct any sum receivable by us from the Bank, and then set-off the same against and for payment, repayment or settlement of all sums of debts payable by us to the Bank under Clause 7 above. If any such debit or deduction is not sufficient for such payment, repayment or settlement, the unpaid amount shall then, at your sole discretion, be booked as overdrawn amount in any overdraft current account which we have with the Bank in which case that unpaid amount shall accordingly become an overdraft debt owed by us to the Bank.
9. We acknowledge that the fixing of interest rates and the setting out of terms and conditions in respect of this Packing Credit Loan are in compliance with applicable laws and regulations as imposed by related governmental agencies in force as at the date of this agreement. If, in the future, there are changes made to such laws or regulations and the Bank then makes corresponding changes or amendments to those interest rates or terms and conditions so as to make them in line with such changes, we agree that such changes shall be effective and binding on us without prior notice to us and we shall then comply with those changed or amended laws and regulations accordingly.
10. Collection, Use and Disclosure of Data: (i) For the use of your services, including the request for a credit facility under this Packing Credit Loan, 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 granting a credit facility in accordance with this Packing Credit Loan 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](http://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. (iv) For the use of your services, including the request for a credit facility under this Packing Credit Loan, you may disclose our information to digital infrastructure service providers and/or service providers who provide database for exchange of information between financial institutions and/or financial institutions who are the member of the said service provider for the purpose of necessary risks assessment in granting credits of financial institutions.

We have thoroughly read and understood the contents hereof and have therefore signed and executed in the presence of witness on the date written above.

Sign \_\_\_\_\_ Authorized Signature  
( \_\_\_\_\_ )

Sign \_\_\_\_\_ Witness  
( \_\_\_\_\_ )