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Application for Bank's Issuance/Renewal/ Amendment of Letter of Guarantee

For Bank use Only

Letter of Guarantee No. ____________ has been issued.	Above EVP/EVP	FAVP	MGR	RM		FAVP	MGR	Maker

Office/Branch ______________________ Date ________ Month ____________ Year ____________

I/We (specify: natural person/juristic person), ____,

Citizen ID Card/Juristic Person Registration No. ______________, Age _____ years (for natural person only), Nationality ____________,

House/Office located at ____

____, Tel. ____________________ (hereinafter referred to as the **"Applicant"**), having received approval for a guarantee limit for letter of guarantee issuance from Bank of Ayudhya Public Company Limited (hereinafter referred to as the **"Bank"**), and being the owner of Account Type ____________________,

Account No. ____________________, Office/Branch ____________________,
request that the Bank take the following action:

☐ issue a letter of guarantee to guarantee the debt of ____

____,

hereinafter referred to as the **"Debtor"**, who has incurred ____

____

____

with ____

____

____, hereinafter referred to as the **"Beneficiary"**,

in the amount of ____________________ (____)

- ◯ with a guarantee period from Date ________ Month __________ Year _________ to Date ________ Month __________ Year _________
  (The said guarantee period may be extended according to the repayment term extended by the Beneficiary or relaxation of performance of the contract for the Debtor, with consent from the Bank.)
- ◯ with a non-specific guarantee period from Date ________ Month __________ Year _________ onwards.

☐ renew/amend the conditions of Letter of Guarantee No. ____________________, dated ____________________

- ◯ renew the said letter of guarantee to until Date ________ Month __________ Year _________
- ◯ increase the guarantee amount for another ________________ (________________________________),
  totaling the guarantee amount of ________________ (________________________________)
  from Date ________ Month __________ Year _________ onwards
- ◯ amend ____

  ____

  ____

In issuing the letter of guarantee under this Application for Bank's Issuance/Renewal/Amendment of Letter of Guarantee, the Applicant requests the Bank to use the following letter of guarantee form of which the Applicant acknowledges and agrees to all contents set forth thereunder, and has assigned ______________________________ as contact person to receive the original letter of guarantee issued under this Application from the Bank (*for non e-LG forms):

- ◯ Bank's letter of guarantee form in ☐ Thai ☐ English
- ◯ Beneficiary's letter of guarantee form attached hereto which shall form an integral part hereof
- ◯ e-LG form executed via the e-LG System under which the Beneficiary has made an agreement with the Bank, or as hereafter amended or modified, which shall form an integral part hereof.

The Applicant and/or Debtor has thoroughly read and understood the contents of this Application, as well as the terms and conditions of the Application for Bank's Issuance of Letter of Guarantee attached hereto which shall form an integral part hereof. The Applicant and/or Debtor consents to the Bank using the terms and conditions hereunder as evidence to file a suit to seek enforcement against the Applicant and/or Debtor, without the Applicant and/or Debtor raising any challenges or defenses whatsoever against the Bank.

Applicant and Debtor are the same person	Applicant and Debtor are different persons
Signed ____________________ Applicant/Debtor (____________________)	Signed ____________________ Applicant (____________________)
	Signed ____________________ Debtor (____________________)

Terms and Conditions of Application for Bank's Issuance/Renewal/Amendment of Letter of Guarantee

1. The Applicant agrees to pay letter of guarantee issuance fees, e-transaction charges, duties and any costs in relation to such letter of guarantee, to the Bank in accordance with the Bank's rules, criteria, and customary practices. In the case that the Bank's letter of guarantee has a non-specific guarantee period, or has a guarantee period that already lapsed, the Applicant consents to pay any letter of guarantee issuance fees, service charges and other costs to the Bank in accordance with the Bank's rules, criteria, and customary practices until the Applicant has returned the original letter of guarantee to the Bank, or the Beneficiary has given the Bank notice in writing, in an electronic form, or by any other means as agreed upon by the Beneficiary and the Bank, to rescind the commitment under the guarantee obligation or to confirm that the Bank has been released from any encumbrances and no longer has any liability under the letter of guarantee. The Applicant acknowledges and accepts that the Bank has the right to modify the said fees, service charges and costs without prior notice or clarification of its grounds to the Applicant in any respect. The Applicant agrees to pay the Bank the fees, service charges and costs at the modified rates without raising any objections whatsoever. If the Applicant returns the letter of guarantee to the Bank, or the Beneficiary gives notice to rescind the commitment under the guarantee obligation or to confirm that the Bank has been released from any encumbrances and no longer has any liability under the aforementioned letter of guarantee before the prescribed period in which the fees are charged, the Applicant acknowledges that the Applicant shall not be entitled to receive a refund for any fees, service charges or costs from the Bank.

The Applicant acknowledges that the Bank shall have the right not to guarantee the Applicant if the Applicant has outstanding payment of the aforesaid fees, service charges and costs.

2. If the Applicant requests the Bank to issue an electronic letter of guarantee (e-LG), the Applicant and/or Debtor acknowledges and consents to all terms and conditions of the said e-LG, and shall be responsible for and/or repay any debt incurred from the guarantee for which the letter of guarantee has been issued by the Bank under this Application. The Applicant and/or Debtor agrees and consents that the letter of guarantee issued and the information transmitted between the Beneficiary and Bank via the electronic system have been issued in accordance with the Applicant's intent that may be used as evidence in legal proceedings despite such information and letter of guarantee being in an electronic form.

In the event that the computer or communication systems between the Bank and the Beneficiary, electrical systems, telecommunications systems or any other systems related to the Bank's guarantee as indicated herein fail, are out of order, pending repair, or temporarily closed for maintenance, causing the Bank to be unable to take any action with regard to the guarantee, the Applicant agrees not to use such difficulty as claim to demand accountability from the Bank in any respect.

3. In the event that the Beneficiary demands payment from the Bank by claiming against the letter of guarantee issued in accordance with this Application, the Applicant and/or the Debtor agrees that it shall be at the Bank's sole discretion to pay the amount demanded by the Beneficiary without prior notice to and without prior consent from the Applicant and/or Debtor, regardless of whether the Applicant and/or Debtor still has defenses or have notified the Bank to halt or delay payment as demanded by the Beneficiary. If the Applicant and/or the Debtor and/or the Bank has any defense against the Beneficiary, including defenses as to the validity, accuracy and effectiveness of the terms and conditions of the letter of guarantee, or any legal defenses, it shall be deemed that the Bank has sole right and discretion whether or not to raise such defense. The Applicant and/or the Debtor agrees to waive the right to raise any challenges or defenses against the Bank on account of the Bank not raising such defense. After the Bank made payment as per the Beneficiary's demand, whether in whole or in part and whether there was interest payment, the Applicant and/or Debtor agrees to make reimbursement to the Bank, together with damages, fee, cost and any obligation of the Applicant related to this letter of guarantee, together with interest at the maximum rate announced by the Bank that is chargeable to customers in breach of the conditions accrued from the date on which the Bank made payment until full reimbursement has been made to the Bank. If the Applicant and/or the Debtor suffers damage due to observation or enforcement of this Application, the Applicant and/or Debtor will separately claim against the Beneficiary or another relevant person, and the Applicant and/or the Debtor agrees to waive any claims whatsoever against the Bank.

4. If the Applicant wishes to renew or amend other material information of the letter of guarantee issued by the Bank in accordance with this Application, the Applicant agrees to pay fees, e-transaction charges, duties and any costs related to the guarantee in accordance with the Bank's rules, criteria, and customary practices.

5. If the Applicant fails to pay the Bank in full for any fees, service charges, costs and obligations of the Applicant hereunder, the Applicant and/or the Debtor consents that the Bank may immediately deduct the amount from the aforesaid deposit account, or any other deposit account or bank account that the Applicant and/or the Debtor maintain with the Bank, or offset, in whole or in part, any amount payable by the Bank to the Applicant and/or the Debtor against any of the Applicant's outstanding fees, service charges, costs and/or obligations hereunder, as the Bank deems appropriate, without prior notice to the Applicant and/or the Debtor. If the balance in all types of accounts or amount payable by the Bank to the Applicant and/or the Debtor is insufficient for the deduction, the Applicant and/or the Debtor consents that the Bank may add any fees, service charges, costs and/or obligations of the Applicant payable to the Bank in the statement of the Applicant's and/or Debtor's current account maintained with the Bank to enable an overdraft debt, regardless of whether the Applicant and/or the Debtor has an overdraft agreement with the Bank. The Applicant and/or the Debtor consents to pay the Bank interest at the rate specified in the application for a current account opening or the overdraft agreement, as the case may be.

6. In the case that any collateral has been provided to the Bank to secure the Bank's issuance of the letter of guarantee pursuant to this Application, the Applicant and/or the Debtor agrees and acknowledges that if the Bank subsequently deems that the value of the collateral provided to the Bank has decreased and does not cover the amount of the liability or all obligations of the Applicant and/or the Debtor to the Bank due to the reduction of the appraised value of the collateral or the fact that the Bank agrees to partly discharge the collateral, the Applicant and/or Debtor shall provide the Bank additional assets approved by the Bank as additional collateral so that it is sufficient for the performance of all liabilities and obligations of the Bank and/or the Debtor to the Bank according to the Bank's notice to the Applicant and/or Debtor.

7. The Applicant and/or the Debtor agrees and consents that the Bank may at any time transfer the rights and obligations hereunder, as well as having the right to transfer the mortgage, the pledge, the guarantee, or any other right in security, in whole or in part, to another person, as the Bank deems appropriate, by only giving notice to the Applicant.

8. The Applicant and/or the Debtor agrees and consents that the Bank may collect, accumulate, use and disclose the Applicant's and/or Debtor's personal information and other information as per this Application, security agreement or relevant documents according to this Application, to the assignee of the Bank or another person, as the Bank deems appropriate or beneficial to the Applicant and/or the Debtor in receiving offers on loans or other services.

9. The Applicant and/or the Debtor agrees to be bound by the terms and conditions hereof in all respects, and agrees and consents that the debts arising from the request for the Bank's issuance of the letter of guarantee per this Application shall be deemed an obligation for which the Applicant and the Debtor shall be jointly liable to the Bank until all repayment has been made to the Bank in full. The Applicant and/or the Debtor agrees to waive defenses and/or not to raise the rationale under Sections 293 and 294 of the Civil and Commercial Code as grounds to discharge the Applicant's and/or the Debtor's liability to the Bank in any respect.

10. Any and all correspondences, demand notices and/or notices given to the Applicant for the performance of the contract or notice of mortgage enforcement, or for the enforcement of security (if any) as debt repayment, whether by registered post or ordinary post, or by hand, shall be deemed to have been duly served and acknowledged by the Applicant if they are sent to the Applicant's address as specified herein, regardless of whether the address has been changed or removed without any notice from the Applicant to the Bank, or they remain undelivered because the above specified address is not found.