**TSU Payment Service Agreement**

 Date: 25 May 2016

[ Company Name ] (hereinafter referred to as the “Company”) and Bank of Ayudhya Public Company Limited (hereinafter referred to as the “Bank”) agree that, with respect to the TSU Payment Service (as defined below) to be provided by the Bank to the Company, the Company and the Bank will abide by the terms and conditions set out below.

ARTICLE 1 GENERAL CONDITIONS

Section 1 DEFINITION

In this agreement (the “Agreement”), the following terms have the following meanings, unless otherwise required by the context:

(1) **“Application”** has the meaning set forth in Section 10, Paragraph 1.

(2) **“Application for Collection”** has the meaning set forth in Section 16, Paragraph 1.

(3) **“Application for Settlement”** has the meaning set forth in Section 23, Paragraph 1.

(4) “**Baseline”** means

Initial information provided by the Company as an importer requesting input of an Original Baseline or by the Counterpart Bank that inputs an Original Baseline from a list of options determined by SWIFT, as necessary to implement Baseline Comparison, and is communicated to the Bank separately by the Company or the Counterpart Bank, as the case may be.

(5) **“Baseline Comparison”** means

The procedure of checking undertaken by the Bank to determine whether the Baseline of a particular Trade Transaction that is submitted to TSU by the Counterpart Bank based upon the Purchase Order of the Trade Transaction presented by the Counterpart of the Company matches with the Baseline of the Trade Transaction based upon the Purchase Order of the Trade Transaction presented by the Company by way of submitting to TSU such Baseline.

(6) **“Baseline Match”** means

An Original Baseline and a Twin Baseline with respect to a particular Trade Transaction that do match as per the specifications of TSU when a Baseline Comparison is carried out.

(7) **“Baseline Mismatch”** means

An Original Baseline and a Twin Baseline with respect to a particular Trade Transaction that do not match as per the specifications of TSU when a Baseline Comparison is carried out.

(8) “**Business Day”** means

Any day other than a day on which banks are permitted to close under applicable laws and regulations in the city where the Bank or the Counterpart Bank with respect to a particular TSU Payment Service is located.

(9) **“Commercial Invoice”** means

A commercial invoice issued by an exporter of a Trade Transaction to an importer, that indicates the contents of the goods and shipping methods and contains such other details as required by the terms of the relevant Purchase Order.

(10) **“Counterpart Bank”** means

A bank that engages in communication, collection of export receivables, settlement of import payables related to Trade Transactions or similar business activities upon the consignment of the Counterpart of the Company.

(11) **“Counterpart of the Company”** means

A counterpart of the Company in a particular Trade Transaction.

(12) **“Cut-Off Time”** means

 No later than 2.00 p.m. on any Business Day.

(13) **“Data Comparison”** means

The procedure of checking, undertaken by the Bank or the Counterpart Bank to determine whether the Established Baseline of a particular Trade Transaction matches with the Data Set of the Trade Transaction by way of submitting to TSU the Data Set of the Trade Transaction based upon the Shipping Documents presented by the Company or the Counterpart of the Company.

(14) **“Data Match”** means

An Established Baseline and the relevant Data Set required by such Established Baseline with respect to a particular Trade Transaction that match as per the specifications of TSU when a Data Comparison is carried out.

(15) **“Data Mismatch”** means

An Established Baseline and the relevant Data Set required by such Established Baseline with respect to a particular Trade Transaction that do not match as per the specifications of TSU when a Data Comparison is carried out.

(16) **“Data Set”** means

The information contained in the Shipping Documents as required by the relevant Baseline to be submitted to TSU for the purpose of conducting Data Comparison.

(17) **“Established Baseline”** means

A Baseline of a particular Trade Transaction in respect of which Baseline Match has occurred.

(18) **“Insurance Documents”** means

An insurance policy or other document relating to the insurance covering transportation of goods.

(19) **“Original Baseline”** means

Of the two Baselines submitted by the Bank and the Counterpart of the Bank regarding a particular Trade Transaction, the first one which shall be based on the Purchase Order presented by the importer in such Trade Transaction.

(20) **“Payment Amount”** has the meaning set forth in Section 23, Paragraph 1.

(21) **“Purchase Order”** means

A contract or other document executed by the Company and the Counterpart of the Company in order to effectuate the contract for a Trade Transaction or to evidence such contract.

(22) **“Settlement Account”** has the meaning set forth in Section 23, Paragraph 1.

(23) **“Shipping Documents”** means

Documents which the Bank determines are necessary for submitting the Data Set to TSU including, without limitation, Commercial Invoices, Transport Documents and Insurance Documents.

(24) **“SWIFT”** means

S.W.I.F.T. SCRL, a Belgium based messaging service provider.

(25) **“Trade Transaction”** means

A transaction of trading goods, in respect of which the Company intends to make or has made settlement using TSU Payment Service.

(26) **“Transport Documents”** means

Bills of lading, airway bills or other documents evidencing a transport contract of goods in relation to a Trade Transaction.

(27) **“TSU”** means

The data matching system provided by SWIFT.

(28) **“TSU Payment Service”** means

The service provided by the Bank by which an exporter or an importer is able to settle a Trade Transaction based upon the result of data matching through TSU.

(29) **“TSU Payment Service Application”** has the meaning set forth in Section 13, Paragraph 3.

(30) **“Twin Baseline”** means

Of the two Baselines submitted by the Bank and the Counterpart Bank regarding a particular Trade Transaction, the second one which shall be submitted in response to the Original Baseline, based on the Purchase Order presented by the exporter in such Trade Transaction.

Section 2 SCOPE OF APPLICATION

This Agreement shall apply to settlement transactions by the Company using the TSU Payment Service.

Section 3 USE OF TSU

1 The Company may use the TSU Payment Service as a tool for verifying the information and data of Trade Transactions to which it is a party and for settling such Trade Transactions.

2 Notwithstanding Paragraph 1 of this Section 3, the Company hereby acknowledges and agrees that the availability of the TSU Payment Service is subject to the readiness of the Counterpart Bank for utilizing TSU and that it may not utilize the TSU Payment Service depending upon the Counterpart Bank’s or Counterpart of the Company’s own determination or policy.

3 In the event that the Bank is unable to utilize TSU for any reason whatsoever, including but not limited to the case where SWIFT suspends or ceases to provide its services relating to TSU, the Bank can immediately suspend or stop providing the TSU Payment Service to the Company; provided that the Bank shall effect the settlement of funds under Section 23 for a Trade Transaction with respect to which a Data Match has occurred.

4 The Bank can suspend or cease the TSU Payment Service at any time by giving 30 days prior notice to the Company. Notwithstanding the immediately foregoing sentence, the Bank shall, according to this Agreement, continue providing the TSU Payment Service for any new Application for which the submission of Baseline has been accepted by the Bank before the day on which the suspension or cessation of TSU Payment Service becomes effective pursuant to this Paragraph 4.

5 The Company hereby acknowledges and agrees that the Bank is not involved in, or does not have any legal liability or other responsibility for, a Trade Transaction between the Company and the Counterpart of the Company (including, without limitation, the arrangement for utilizing the TSU Payment Service for settling the relevant Trade Transaction). The Company hereby acknowledges and agrees that the Bank shall not be liable or responsible for any matter attributable to the Counterpart Bank or the Counterpart of the Company including, without limitation, any action or omission to act, either intentionally or negligently of, the Counterpart Bank or the Counterpart of the Company.

Section 4 RESTRICTION BY THE SPECIFICATION OF TSU

The TSU Payment Service is provided by the Bank using TSU operated by SWIFT. The Company hereby acknowledges and agrees that the substance of the TSU Payment Service relies upon the specifications of TSU determined by SWIFT (including, without limitation, data maintenance period for information submission to TSU and the criteria for data matching) and that the TSU Payment Service may be affected if such specifications are changed. The Bank shall notify the Company in the event that the substance of the TSU Payment Service under this Agreement is affected by any change of TSU specifications made by SWIFT, in such manner as the Bank deems appropriate, within a reasonable period of time after it becomes aware of such change. The Company hereby agrees to any future alteration of the TSU Payment Service that is necessitated by any change of the specifications of TSU made by SWIFT; provided that such alteration is a reasonable and minimum adaptation of the TSU Payment Service to such changes.

Section 5 RESPONSIBILITY OF THE BANK

1 The Bank has no obligations of any kind to the Company or any other person in relation to the TSU Payment Service hereunder except for those expressly provided in this Agreement.

2 The liabilities of the Bank, arising from or in connection with provision of the TSU Payment Service under this Agreement, shall be limited to the damages incurred by the Company directly caused by the Bank’s negligence or willful misconduct.

Section 6 FEES AND EXPENSES

1 The Company shall pay fees for each use of the TSU Payment Service immediately upon the Bank’s demand.

2 Rates, manners of calculation and applicable foreign exchange rates with respect to the fees payable under Paragraph 1 of this Section 6 shall be separately specified by the Bank from time to time.

Section 7 TROUBLE WITH TSU SYSTEM

The Bank is not responsible or liable for any loss or damage incurred by the Company in connection with any error, delay or inability in providing the TSU Payment Service due to any cause (such cause includes, without limitation, any problems with communication devices, lines or computers, a disconnection of or problems with telephones or internet access, or error, omission or discrepancy or delay of any TSU message, a suspension or termination by SWIFT of providing its services relating to TSU) other than willful misconduct or negligence of the Bank.

Section 8 FORCE MAJEURE

The Bank is not responsible or liable for any loss or damage incurred by the Company in connection with the Bank’s failure to perform its obligation under this Agreement if such failure is due to force majeure, such as wars, expropriation, riots, civil commotion, strikes, labour disputes, embargo, blockade or act of God; provided that the Bank shall notify the Company as immediately as possible after it becomes aware of such force majeure.

Section 9 FOREIGN EXCHANGE RATE

The foreign exchange rate applicable to conversion of currencies caused in connection with a settlement made through the TSU Payment Service shall be determined by the Bank as of the time of such conversion, unless otherwise provided in a forward foreign exchange transaction agreement separately entered into between the Bank and the Company for the relevant Trade Transaction(s).

Section 10 TRANSACTION HOURS

1 TSU Payment Service Applications, Applications for Collection and Applications for Settlement (each an “Application” and collectively, “Applications”) shall be submitted to the Bank within the Cut-Off Time. Any Applications submitted after the Cut-Off Time shall be treated as being submitted as of the next Business Day. Any settlement funds received by the Bank after the Cut-Off Time shall be deemed to be received on the next Business Day. Any application for a transaction related or incidental to the TSU Payment Service submitted after the Cut-Off Time shall be treated as being submitted as of the next Business Day.

2 The Company and the Bank shall make efforts to submit or present documents or data, or give notices, requests, designations or instructions under this Agreement as promptly as possible.

3 The Company’s application, request, designation or instruction under this Agreement to the Bank cannot be revoked without the approval of the Bank.

Section 11 SEAL AND SIGNATURE

If the Bank enters into a transaction after it has exercised due care in verifying the signature or chop affixed to an Application or other documents relating to the TSU Payment Service with the specimen signature or specimen chop registered by the Company with the Bank, the Bank shall not be responsible or liable for any loss or damage arising from or in connection with forgery, unauthorized alteration or misappropriation of the documents used in the transaction or the signature or chop used in such documents and such loss or damage shall be borne by the Company.

Section 12 NOTICE AND DELIVERY OF DOCUMENTS

1 The Bank shall give a notice to the Company under this Agreement by way of fax to the fax number registered with the Bank or sending electronic mail to the e-mail address of the Company that it registered with the Bank, unless otherwise provided by this Agreement. The Company shall promptly inform the Bank if there is any change or cancellation of such fax number or e-mail address.

2 Subject to the mutual written agreement by the Company and the Bank, the Company may give a notice, the Applications and documents relating to TSU Payment Service to the Bank by fax. The Bank may deem such documents to be formal and valid documents legally and duly authorized by the Company and any losses or damages arising from forgery, unauthorized alteration or misappropriation of such documents shall be borne by the Company, except where such losses are caused by the willful misconduct or negligence of the Bank.

3 Any losses or damages arising from or in connection with any problems with communication devices, lines or computers, a disconnection of or problems with telephones or internet access shall be borne by the Company, except where such losses are caused by the willful misconduct or negligence of the Bank.

ARTICLE 2 CONDITIONS FOR THE EXPORT TRANSACTION USING TSU PAYMENT SERVICE

This Article 2 shall be applicable to the export transactions of the Company utilizing the TSU Payment Service.

Section 13 BASELINE COMPARISON

1 When the Bank receives a notice from TSU that the Counterpart Bank has submitted to TSU the Original Baseline of a Trade Transaction in respect of which the Company is an exporter, the Bank shall notify the Company without delay of such submission and the contents of the Original Baseline.

2 When the Company is notified by the Bank of the fact that the Original Baseline of a particular Trade Transaction in respect of which the Company is an exporter has been submitted by the Counterpart Bank and its contents according to Paragraph 1 of this Section 13, the Company can apply for the submission of the Twin Baseline of the Trade Transaction within 5 Business Days (or other period of time as separately agreed between the Bank and the Company) from the next day of its receipt of such notice. If the Company gives no instruction to the Bank during such period, the Bank shall deem that the Twin Baseline of the Trade Transaction will not be submitted and the Bank shall submit to TSU a request that the Counterpart Bank approve the deletion of the Original Baseline.

3 Application to the Bank for the Twin Baseline submission according to Paragraph 2 of this Section 13 shall be made by submitting the TSU Payment Service application form as separately designated by the Bank (a “TSU Payment Service Application”) to the Bank and presenting the original or photocopy of the relevant Purchase Order to the Bank.

4 When the Bank receives an application for the submission of Twin Baseline from the Company pursuant to Paragraph 3 of this Section 13, the Bank shall submit the Twin Baseline based on the relevant Purchase Order to TSU without delay.

5 The Company represents and warrants to the Bank that the Purchase Order presented to the Bank is true, accurate and valid and backed by the actual Trade Transaction. The Company shall indemnify and hold harmless the Bank from and against any and all losses or damages that the Bank may suffer due to the breach of such representations and warranties by the Company. The Company shall bear the losses or damages the Company may suffer due to the Bank’s actions or omission to act (including, without limitation, submission of data into TSU) based on the assumption that the Purchase Order presented by the Company is true, accurate and valid and backed by the actual Trade Transaction.

Section 14 BASELINE COMPARISON RESULT NOTICE

1 When the Bank receives a report of an occurrence of a Baseline Match as a result of Baseline Comparison from TSU, the Bank shall notify the Company of its receipt of such report and its contents without delay.

2 When the Bank receives a report of an occurrence of a Baseline Mismatch as a result of Baseline Comparison from TSU, the Bank shall notify the Company of its receipt of such report and its contents without delay. In this case, the Company can reapply for the submission of the Twin Baseline pursuant to Paragraphs 3 to 5 of Section 13. If the Bank does not receive a report of an occurrence of a Baseline Match in respect of the relevant Baseline from TSU for any reason (including, without limitation, where a corrected Purchase Order is not submitted by the Company) within 5 Business Days (or other period of time as separately agreed between the Bank and the Company) from the next day of the receipt of such notice by the Company from the Bank, the Bank shall delete the Baseline from TSU and notify the Company that the application for the submission of the relevant Baseline has become void.

Section 15 AMENDMENT OF ESTABLISHED BASELINE

1 When the Bank receives a report from TSU that the Counterpart Bank has submitted to TSU the request for an amendment of a Baseline in respect of which the Company is an exporter, the Bank shall notify the Company of the fact that a request for an amendment of the Established Baseline has been submitted and its contents without delay.

2 When the Company is notified by the Bank pursuant to Paragraph 1 of this Section 15, the Company can instruct the Bank to accept or reject the relevant amendment request for the Established Baseline within 5 Business Days (or other period of time as separately agreed between the Bank and the Company) from the next day of its receipt of such notice. If the Company gives no instruction to the Bank during such period, it is deemed that the amendment request has been rejected and the Bank shall submit the rejection message to TSU.

3 Paragraphs 4 and 5 of Section 13 shall apply, mutatis mutandis, to the amendment request under this Section 15.

Section 16 DATA COMPARISON

1 Where the Company makes shipments pursuant to the terms of a Trade Transaction with respect to which a Baseline Match has occurred, the Company can, without delay, apply for the submission of the Data Set to TSU by submitting to the Bank the Shipping Documents that include any and all matching items constituting the Data Set and an application for collection in such form as separately designated by the Bank (a “Application for Collection”) and presenting the original or photocopy of the Shipping Documents necessary for Data Comparison of the relevant Baseline.

2 When the Bank receives an application from the Company regarding the submission of Data Set pursuant to Paragraph 1 of this Section 16, the Bank shall submit the Data Set based on the Shipping Documents to TSU without delay.

3 The Company represents and warrants to the Bank that the Shipping Documents presented to the Bank are true, accurate and valid and backed by the actual Trade Transaction. The Company shall indemnify and hold harmless the Bank from and against any and all losses or damages that the Bank may suffer due to the breach of such representations and warranties by the Company. The Company shall bear the losses or damages the Company may suffer due to the Bank’s action or omission to act (including, without limitation, submission of data into TSU) based on the assumption that the Shipping Documents presented by the Company are true, accurate and valid and backed by the actual Trade Transaction.

Section 17 DATA COMPARISON NOTICE AND RESPONSE TO MISMATCH

1 When the Bank receives a report of an occurrence of a Data Match as a result of Data Comparison from TSU regarding the Trade Transaction in respect of which the Company is an exporter, the Bank shall notify the Company of its receipt of such report and its contents without delay.

2 If (i) the Bank receives a report of an occurrence of a Data Mismatch as a result of Data Comparison from TSU and (ii) a rejection message regarding the payment for the relevant Trade Transaction has been submitted by the Counterpart Bank to TSU and the Bank has confirmed such rejection message, the Bank shall delete the relevant data from TSU and cancel the Application for Collection for the relevant Trade Transaction, with prior notice to the Company.

Section 18 CREDITING THE TRADE SETTLEMENT AMOUNT

1 If the Bank receives settlement funds for a Trade Transaction from the Counterpart Bank through the TSU Payment Service, the Bank shall credit the amount so received after deducting any amount payable by the Company to the Bank (including, without limitation, fees, costs and advanced payments) to the bank account separately designated by the Company or any bank accounts opened with the Bank. For the avoidance of doubt, the Bank has no obligation or responsibility to make any payment to the Company unless the Bank has received funds for such Trade Transaction from the Counterpart Bank through the TSU Payment Service.

2 If, despite the fact that the Bank has received a report described in Paragraph 1 of Section 17 from TSU, the Bank does not receive the funds in relation to the relevant Trade Transaction from the importer or the Counterpart Bank on or before the payment due date, the Bank shall notify the Company without delay.

3 Paragraph 1 of this Section 18 shall not apply where the relevant export receivable under the relevant Trade Transaction has been assigned to the Bank.

ARTICLE 3 CONDITIONS ON THE IMPORT TRANSACTION USING TSU PAYMENT SERVICE

This Article 3 shall be applicable to the import transactions of the Company using the TSU Payment Service.

Section 19 BASELINE COMPARISON

1 Application by the Company to the Bank for the Original Baseline submission shall be made by submitting the TSU Payment Service Application to the Bank and presenting the original or photocopy of the relevant Purchase Order to the Bank.

2 When the Bank receives an application for submission of Original Baseline to TSU pursuant to Paragraph 1 of this Section 19, the Bank shall submit the Original Baseline based on the relevant Purchase Order to TSU without delay.

3 The Company represents and warrants to the Bank that the Purchase Order presented to the Bank is true, accurate and valid and backed by the actual Trade Transaction. The Company shall indemnify and hold harmless the Bank from and against any and all losses or damages that the Bank may suffer due to the breach of such representations and warranties by the Company. The Company shall bear the losses or damages the Company may suffer due to the Bank’s action or omission to act (including, without limitation, submission of data into TSU) based on the assumption that the Purchase Order presented by the Company is true, accurate and valid and backed by the actual Trade Transaction.

Section 20 BASELINE COMPARISON RESULT NOTICE

1 When the Bank receives a report of an occurrence of Baseline Match as a result of Baseline Comparison from TSU, the Bank shall notify the Company of its receipt of such report and its contents without delay.

2 When the Bank receives a report of Baseline Mismatch as a result of Baseline Comparison from TSU, the Bank shall notify the Company of its receipt of such report and its contents without delay. In this case, the Company can reapply for the submission of the Original Baseline pursuant to Section 19. If the Bank does not receive a report of an occurrence of Baseline Match in respect of the relevant Baseline from TSU for any reason (including, without limitation, where no corrections by the Company is made) within 5 Business Days (or other period of time as separately agreed between the Bank and the Company) from the next day of the Company’s receipt of such notice from the Bank, the Bank shall delete the Baseline from TSU and notifies the Company that the application for the submission of the relevant Baseline has become void.

Section 21 AMENDMENT OF ESTABLISHED BASELINE

1 The Company can apply to the Bank for the submission of a Baseline amendment request after the occurrence of a Baseline Match, by submitting the TSU Amendment Application to the Bank and presenting the original or photocopy of the relevant Purchase Order that reflects the contents of amendment to the Bank.

2 When the Bank receives a report from TSU that the Counterpart Bank has submitted to TSU the request for an amendment of a Baseline in respect of which the Company is an importer, the Bank shall notify the Company of the fact that a request for an amendment of the Established Baseline has been submitted and its contents without delay.

3 When the Company is notified by the Bank pursuant to Paragraph 2 of this Section 21, the Company can instruct the Bank to accept or reject the relevant amendment request for the Established Baseline within 5 Business Days (or other period of time as separately agreed between the Bank and the Company) from the next day of its receipt of such notice. If the Company gives no instructions to the Bank during such period, it is deemed that the amendment request has been rejected and the Bank shall submit the rejection message to TSU.

4 Paragraphs 2 and 3 of Section 19 shall apply, mutatis mutandis, to the amendment request under this Section 21.

Section 22 DATA COMPARISON NOTICE AND RESPONSE TO MISMATCH

1 Where the Bank receives a report of an occurrence of a Data Match as a result of a Data Comparison from TSU regarding the Trade Transaction in respect of which the Company is an importer, the Bank shall notify the Company of its receipt of such report and its contents without delay.

2 Where the Bank receives a report of an occurrence of a Data Mismatch as a result of a Data Comparison from TSU, the Bank shall notify the Company of its receipt of such report and its contents without delay. In such case, the Company shall notify the Bank of whether the Company accepts or rejects the mismatched items within 5 Business Days (or other period of time as separately agreed between the Bank and the Company) from the next day of its receipt of such notice, and the Bank shall submit to TSU as per such decision of the Company. If the Company gives no notice to the Bank during such period, it is deemed that such mismatched items have been rejected and the Bank shall submit the rejection message to TSU.

Section 23 PAYMENT

1 If and when all of the following conditions (i), (ii) and (iii) are satisfied, the Company shall promptly submit the transfer application (the “Application for Settlement”) to the Bank instructing the Bank to debit the total amount shown in the Data Set submitted to TSU as payable by the Company under the relevant Trade Transaction (the “Payment Amount”) from the Company’s account designated by the Company (the “Settlement Account”) and the Bank shall debit the Settlement Account for the Payment Amount in accordance with Paragraph 4 of this Section 23.

(i) All the Data Set necessary for Data Comparison with the Established Baseline of the relevant Trade Transaction have been submitted to TSU by the Counterpart Bank;

(ii) All the Data Comparison with the Baseline of the relevant Trade Transaction have been completed; and

(iii) A report of the result of the Data Comparison set out in item (ii) above has been received by the Bank from TSU, and (a) no mismatch of any item exists on the report and the Company has been informed of the content of such report, or (b) if there exists any mismatching Data Set item on the report, the Company has been informed of all such mismatched items and the Company has accepted all such mismatching items.

2 If the remaining balance of the Settlement Account is less than the Payment Amount, the Bank shall not debit any amount from the Settlement Account or give any payment instructions in respect of the relevant Payment Amount. The Bank shall not be responsible or liable for any loss or damage that the Company may incur as a result of or in connection with an entire amount of the Payment Amount not being paid pursuant to this Paragraph 2.

3 Regardless of the terms and conditions of the actual Trade Transaction, the Bank shall effectuate the payment from the Settlement Account pursuant only to Paragraphs 1 and 2 of this Section 23, and the obligation of the Bank under the TSU Payment Service relating to the relevant Trade Transaction shall be discharged and completed by such payment. The Bank does not owe any liability or responsibility for any adjustment of the Payment Amount, cancellation of payment or any other matters related to the relevant Trade Transaction between the Company and the Counterpart of the Company and such matters shall be settled through discussions by and between the Company and the Counterpart of the Company.

4 The payment date of the Payment Amount shall be determined based upon the terms and conditions shown on the relevant Purchase Order. If, in the case where the payment term of the relevant Payment Amount is not “payable at sight,” the Bank reasonably determines that the terms and conditions shown on the relevant Purchase Order are not definite enough to specify the relevant payment date, such payment date shall be designated by the Company, irrespective of the descriptions on the relevant Purchase Order (such designation may, for instance, be certain days after shipment or certain days after the Bank’s receipt of the report of Data Match); provided, however, that the Bank can reject such payment date so designated by the Company if such designation is reasonably determined by the Bank as manifestly unreasonable.

ARTICLE 4 MISCELLANEOUS

Section 24 PRIORITY OF THIS AGREEMENT

This Agreement shall prevail against any other agreement between the Company and the Bank with respect to the TSU Payment Service. For the avoidance of doubt, this Section 24 shall not prohibit the parties to this Agreement from entering into any amendment to this Agreement in writing after the date hereof.

Section 25 AMENDMENT

Any amendment to this Agreement shall be made by written agreement with the duly authorized signature and/or company seal (if any) of the parties to this Agreement.

Section 26 ASSIGMENT AND TRANSFER

1. This Agreement shall benefit and be binding on the parties, their respective successors and any permitted assignee or transferee of some or all of a party’s rights or obligations under this Agreement.

2. The Bank may assign or transfer all or any of its rights or obligations under this Agreement to any third parties with 30 days prior notice to the Company.

Section 27 JURISDICTION

The Company agrees that the courts of Thailand shall have the jurisdiction over any legal action or proceeding arising out of or relating to this Agreement.

Section 28 GOVERNING LAW

This Agreement and the transactions under this Agreement shall be governed by, and construed in accordance with, the laws of Thailand.

Section 29 VALIDITY OF THIS AGREEMENT

1 The term of this Agreement is one year from the execution date hereof. However, this Agreement shall be automatically renewed for annual terms upon each anniversary of the execution date hereof. Notwithstanding the foregoing, either party may terminate this Agreement at any time by giving at least one month prior notice to the other party.

2 Without prejudice to the right of the Bank to suspend the TSU Payment Service under Section 3, this Agreement shall be terminated by the Bank’s giving three days prior notice if the Bank is de-registered as the user of TSU or its usage of TSU is terminated by SWIFT; provided, however, that any rights or obligations of the Bank or the Company that have accrued to it prior to the date of termination shall survive such termination.

IN WITNESS WHEREOF, the parties hereto have executed two originals of this Agreement and each party holds one original thereof.

 -**Company Name**-

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Signatory: -Authorize Person-

Title : - Authorize Person Title-

**Bank of Ayudhya Public Company Limited**

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Signatory:

Title :