



ธนาคารเพื่อการส่งออกและนำเข้าแห่งประเทศไทย  
EXPORT-IMPORT BANK OF THAILAND

Ref. No. EXIM DA 0353 /2020

June 29, 2020

Attention Managing Director, Asset Management Company

Dear Sir/Madam,

**Re: Sale of Non-Performing Loan Portfolio #1/2020**

We, **Export-Import Bank of Thailand (“EXIM” or the “Bank”)**, are implementing our plan to manage the level of non-performing loans (“**NPL(s)**”), by divesting part of our NPL portfolio (the “**Portfolio**”) by way of sealed-bid public auction (the “**Transaction**”). Accordingly, Baker Tilly Corporate Advisory Services (Thailand) Limited (“**BTCAS**”) has been appointed as our financial advisor for the Transaction, to assist the Bank in connection with the Transaction and to provide other necessary assistance as required during the process.

**Portfolio Summary**

The Portfolio comprises 264 secured and unsecured NPL accounts with approximately THB 6,838.42 million in outstanding principal balance (the “**OPB**”) as of 29 February 2020.

Tentatively, there will be seven (7) tranches in the Portfolio with specific characteristics. The summary and key characteristics of the Portfolio, the details of which are further described in the Confidential Information Memorandum (the “**CIM**”) to be distributed upon the registration by interested investors (“**Interested Investors**”), are illustrated in the table below.

Tranche	Range	No. of Accounts	OPB (THB Mil.)	Collateral Value (THB Mil.)	Coverage Ratio
A1	Secured NPLs: OPB => 100MB	8	1,963.80	682.22	35%
A2	Secured NPLs: OPB < 100MB	63	1,166.81	675.01	58%
B1	Unsecured NPLs: OPB => 100MB	7	1,282.53	-	0%
B2	Unsecured NPLs: 15<=OPB<100MB	17	471.21	-	0%
B3	Unsecured NPLs: OPB < 15MB	146	462.91	-	0%
C1	Combined NPLs	20	374.00	234.65	63%
D1	Cherry-picking NPLs	3	1,117.15	1,441.49	129%
<b>Total</b>		<b>264</b>	<b>6,838.42</b>	<b>3,033.36</b>	<b>44%</b>

The transaction is designed to be on a Tranche sale basis, whereby only Tranche D1 will be subject to a “Cherry-picking” bids. This means under Tranche D1 Interested Investors may elect to bid for any individual NPL account(s) within Tranche D1, while Interested Investors will have to bid for all accounts under Tranche A1, A2, B1, B2, B3 and C1.

The Portfolio can be summarized based on different criteria as follows:

1) Distribution by collateral coverage for Tranche A1, A2, C1 and D1

Tranche A1

Collateral Coverage	No. of Accounts	OPB (THB Mil.)	Collateral Value (THB Mil.)
0% - < 50%	6	1,694.11	514.78
50% - < 100%	2	269.69	167.44
>= 100%	0	-	-
<b>Total</b>	<b>8</b>	<b>1,963.80</b>	<b>682.22</b>

Tranche A2

Collateral Coverage	No. of Accounts	OPB (THB Mil.)	Collateral Value (THB Mil.)
0% - < 50%	42	906.57	387.61
50% - < 100%	18	177.47	187.08
>= 100%	3	82.77	100.32
<b>Total</b>	<b>63</b>	<b>1,166.81</b>	<b>675.01</b>

Tranche C1

Collateral Coverage	No. of Accounts	OPB (THB Mil.)	Collateral Value (THB Mil.)
0% - < 70%	12	301.71	111.00
70% - < 100%	6	31.13	36.59
>= 100%	2	41.16	87.06
<b>Total</b>	<b>20</b>	<b>374.00</b>	<b>234.65</b>

Tranche D1

Collateral Coverage	No. of Accounts	OPB (THB Mil.)	Collateral Value (THB Mil.)
0% - < 70%	1	330.66	-
70% - < 100%	0	-	-
>= 100%	2	786.49	1,441.49
<b>Total</b>	<b>3</b>	<b>1,117.15</b>	<b>1,441.49</b>

2) Distribution by litigation status

Tranche A1

Litigation Status	No. of Accounts	OPB (THB Mil.)	Collateral Value (THB Mil.)
No litigation	4	707.20	223.75
Under litigation	0	-	-
Post litigation	1	144.03	86.75
In auction process	2	279.41	110.64
Bankruptcy	1	833.16	261.07
<b>Total</b>	<b>8</b>	<b>1,963.80</b>	<b>682.22</b>

Tranche A2

Collateral Coverage	No. of Accounts	OPB (THB Mil.)	Collateral Value (THB Mil.)
No litigation	10	125.26	97.95
Under litigation	8	274.90	181.72
Post litigation	17	271.47	157.32
In auction process	8	138.66	86.29
Bankruptcy	20	356.52	151.73
<b>Total</b>	<b>63</b>	<b>1,166.81</b>	<b>675.01</b>

Tranche B1

Collateral Coverage	No. of Accounts	OPB (THB Mil.)	Collateral Value (THB Mil.)
No litigation	0	-	-
Under litigation	2	256.33	-
Post litigation	2	237.15	-
In auction process	1	268.29	-
Bankruptcy	2	520.76	-
<b>Total</b>	<b>7</b>	<b>1,282.53</b>	<b>-</b>

Tranche B2

Collateral Coverage	No. of Accounts	OPB (THB Mil.)	Collateral Value (THB Mil.)
No litigation	3	100.31	-
Under litigation	2	21.37	-
Post litigation	1	49.73	-
In auction process	1	25.58	-
Bankruptcy	10	274.22	-
<b>Total</b>	<b>17</b>	<b>471.21</b>	<b>-</b>

Tranche B3

Collateral Coverage	No. of Accounts	OPB (THB Mil.)	Collateral Value (THB Mil.)
No litigation	59	134.78	-
Under litigation	10	18.28	-
Post litigation	33	105.03	-
In auction process	11	42.09	-
Bankruptcy	33	162.74	-
<b>Total</b>	<b>146</b>	<b>462.91</b>	<b>-</b>

Tranche C1

Collateral Coverage	No. of Accounts	OPB (THB Mil.)	Collateral Value (THB Mil.)
No litigation	11	227.52	137.88
Under litigation	1	11.46	10.34
Post litigation	2	77.40	55.27
In auction process	0	-	-
Bankruptcy	6	57.62	31.16
<b>Total</b>	<b>20</b>	<b>374.00</b>	<b>234.65</b>

Tranche D1

Collateral Coverage	No. of Accounts	OPB (THB Mil.)	Collateral Value (THB Mil.)
No litigation	0	-	-
Under litigation	2	763.18	567.54
Post litigation	1	353.97	873.94
In auction process	0	-	-
Bankruptcy	0	-	-
<b>Total</b>	<b>3</b>	<b>1,117.15</b>	<b>1,441.49</b>

3) Distribution by Region (Based on borrowers' address in case of unsecured NPLs)

Tranche A1

Region	No. of Accounts	OPB (THB Mil.)	Collateral Value (THB Mil.)
BMA	3	270.14	112.57
Central	1	146.94	78.75
East	1	144.03	86.75
North	0	-	-
Northeast	1	833.16	261.07
South	2	569.53	143.07
West	0	-	-
<b>Total</b>	<b>8</b>	<b>1,963.80</b>	<b>682.22</b>

Tranche A2

Region	No. of Accounts	OPB (THB Mil.)	Collateral Value (THB Mil.)
BMA	31	555.38	278.41
Central	3	31.60	19.15
East	6	68.42	47.64
North	6	88.74	43.65
Northeast	3	38.27	2.16
South	14	384.40	283.99
West	0	-	-
<b>Total</b>	<b>63</b>	<b>1,166.81</b>	<b>675.01</b>

Tranche B1

Region	No. of Accounts	OPB (THB Mil.)	Collateral Value (THB Mil.)
BMA	5	890.55	-
Central	0	-	-
East	1	123.69	-
North	0	-	-
Northeast	0	-	-
South	0	-	-
West	0	-	-
Other Countries	1	268.29	-
<b>Total</b>	<b>7</b>	<b>1,282.53</b>	<b>-</b>

Tranche B2

Region	No. of Accounts	OPB (THB Mil.)	Collateral Value (THB Mil.)
BMA	15	431.38	-
Central	0	-	-
East	1	15.42	-
North	0	-	-
Northeast	0	-	-
South	0	-	-
West	0	-	-
Other Countries	1	24.41	-
<b>Total</b>	<b>17</b>	<b>471.21</b>	<b>-</b>

Tranche B3

Region	No. of Accounts	OPB (THB Mil.)	Collateral Value (THB Mil.)
BMA	94	329.83	-
Central	5	16.20	-
East	16	67.10	-
North	10	16.99	-
Northeast	6	7.29	-
South	13	24.81	-
West	2	0.70	-
Other Countries	0	-	-
<b>Total</b>	<b>146</b>	<b>462.91</b>	<b>-</b>

Tranche C1

Region	No. of Accounts	OPB (THB Mil.)	Collateral Value (THB Mil.)
BMA	9	256.22	107.87
Central	3	23.57	12.36
East	1	2.21	2.40
North	0	-	-
Northeast	3	65.17	100.84
South	2	17.56	6.80
West	2	9.26	4.38
<b>Total</b>	<b>20</b>	<b>374.00</b>	<b>234.65</b>

Tranche D1

Region	No. of Accounts	OPB (THB Mil.)	Collateral Value (THB Mil.)
BMA	1	330.66	-
Central	1	353.97	873.94
East	1	432.52	567.54
North	0	-	-
Northeast	0	-	-
South	0	-	-
West	0	-	-
<b>Total</b>	<b>3</b>	<b>1,117.15</b>	<b>1,441.49</b>

### Tentative Transaction Schedule

The timeframe for key milestone transactions has been tentatively planned as follows:

Items	Tentative Period
1. Registration by Interested Investors	From 1 July – 31 July 2020
2. Distribution of Data Tape and CIM	From 6 July – 31 July 2020
3. Due Diligence by Investors	From 13 July – 7 August 2020
4. Bid Submission by Investors	10 August 2020
5. Bid Award	19 August 2020
6. Initial Payment & Execution Date	26 August 2020
7. Closing	Tentatively by October 2020

As a potential investor, your organization is invited to express intent to participate in the Transaction by returning the duly completed Registration Form attached herewith, in accordance with the Instructions to Investors (which is a part hereto), within the timeframe indicated above.

Please note that the information contained herein is provided on a confidential basis for the exclusive and informative use and subject to banking secrecy and data protection laws in Thailand. Please also note further that all information stated herein is subject to the CIM, tentative and subject to change.

For further information or registration enquiries, please contact Khun Yundyong Thantiviramanon (Yundyong@bakertilly.co.th) or Khun Amnaj Mungkornpun (Amnaj@bakertilly.co.th) or Khun Krongkarn Noppawarn (krongkarn@bakertilly.co.th) or Khun Shotiga Vongprecha (Shotiga@bakertilly.co.th) of Baker Tilly Corporate Advisory Services (Thailand) Limited at +66 2679-5400.

Sincerely yours,

**Export-Import Bank of Thailand**



Mr. Pisit Serewiwattana  
President

Enclosures  
Mr. Viwat Sae-tang  
Department Debt Administration  
Tel: 02-271-3700 Ext. 1907

Enclosures:

1. Instructions to Investors
2. Registration Form
3. Power of Attorney Form
4. CIM and Data Tape Collection Form
5. Transactional Track Record Sheet
6. Confidentiality Undertaking Form

## INSTRUCTIONS TO INVESTORS

Unless the context otherwise requires, words and expressions shall have the same meaning as is attributed to them under the Invitation Letter dated 29 June 2020.

### 1. Registration Process & Guidelines

Interested Investors (being those persons meeting or endeavoring to comply with the preliminary requirements in Clause 3.1; and not listed under Clause 3.2 below unless otherwise approved and/or waived by Export-Import Bank of Thailand (hereinafter referred to as “**EXIM**” or the “**Bank**”), wishing to participate in the Transaction must duly complete and execute the Registration Form enclosed and submit the duly completed and executed original Registration Form, together with the documents listed below (the “**Registration Package**”) to the Bank for consideration.

The Registration Package required to accompany the duly completed and executed original Registration Form includes the following documents:

- 1) A duly completed and executed original power of attorney (please refer to attached Power of Attorney Form);
- 2) A certified true and correct copy of the Interested Investor’s Memorandum or Articles of Association which are up-to-date as of the submission of the Registration Form;
- 3) A certified true and correct copy of the Interested Investor’s Affidavit or Certificate of Incorporation containing a list of the Interested Investor’s signatories or authorized directors (date of issue not exceeding one month);
- 4) A certified true and correct copy of each signatory, authorized director or authorized person’s national identification card/passport who signs, executes or certifies any of the foregoing documents;
- 5) A detailed transactional track record sheet (please refer to attached Transactional Track Record Sheet);
- 6) A certified true and correct copy of the Interested Investor’s registration letter certifying the Interested Investor as an asset management company (“**AMC**”) issued by the Bank of Thailand (in case the Interested Investor is an AMC); and
- 7) Interested Investor’s corporate profile.

For an Interested Investor that is not a company incorporated in Thailand, the said documents no. 1) - 4) must be notarized by Notary Public and authenticated/legalized by the Embassy or Consular of Thailand, of which is not more than 1 year.

### 2. Registration Package

The Registration Package must be labeled “**NPLs Auction Registration Package**”, marked “**Confidential**” and mailed/delivered by hand to the Bank at the following address:

Export-Import Bank of Thailand  
EXIM Building, 1193 Phaholyothin Road, Phaya Thai, Phaya Thai, Bangkok  
10400



Attention: Khun Viwat Sae-tang  
Department Debt Administration  
Tel: 02-271-3700 Ext. 1907  
E-mail: viwats@exim.go.th

Co: Khun Naton Chiamchitarnan  
Department Debt Administration  
Tel: 02-271-3700 Ext. 1940  
E-mail: natonc@exim.go.th

**IT IS IMPORTANT TO NOTE THE FOLLOWING:**

- 1) The Registration Package must be received by the Bank no later than 4.30 p.m. Bangkok time of 31 July 2020. (Registration period is between 1 July – 31 July 2020). The Bank may or may not accept late registration, subject to the sole and absolute discretion of the Bank. Neither the Bank nor BTCAS, nor any of their representative officers, employees, attorneys, contractors, agents or representatives accept responsibility for lost, stolen or otherwise undelivered Registration Package(s) or for late submission of the same.
- 2) The Bank at their sole discretion will consider the Registration Package and notify each Interested Investor of its qualification shortly thereafter.

However, **PLEASE NOTE THAT**, (i) Interested Investors who have been announced as a qualified investor (the “**Qualified Investor**”) will not be eligible to participate in further stages of the Transaction, including the due diligence process and the bid submission process, until they confirm their interest in participating in the auction and acquisition of the NPL portfolios (the “**Portfolios**”) by collecting the CIM and the data tape containing summary information on the Portfolios (the “**Data Tape**”) from the Bank and paying relevant fees to the Bank; and (ii) notification of the Bank on the Qualified Investor will be considered, in reliance on the documents submitted and representations made by the Qualified Investors which are assumed to be true and correct in all respects, and as such, the Bank reserve the right at their sole discretion to disqualify any Qualified Investor anytime thereafter should any documents and representations are found to be incorrect or untrue or misleading in any respect.

Tentatively, a copy of the CIM and Data Tape will be made available to each Qualified Investor during 6 July – 31 July 2020, 8.30 a.m. – 4.30 p.m. Bangkok time. Upon collection of the CIM and the Data Tape by a representative of the Qualified Investor, the Qualified Investor must submit a duly executed Confidentiality Undertaking as enclosed herewith, and a Power of Attorney authorizing such person to collect the CIM on behalf of the Qualified Investor; and pay a non-refundable registration fee (the “**Registration Fee**”), in cash or cashier’s check issued by a commercial bank in Thailand as per the table below:

<b>Details</b>	<b>Registration Fee (THB) (Exclusive of VAT at a rate 7%)</b>
All Tranches (Tranche A1, A2, B1, B2, B3, C1 and D1)	50,000
Tranche B1, B2, B3, and D1	20,000

The Registration Fee shall be payable to “Export-Import Bank of Thailand” to the following designated person:

Attention:  
Khun Viwat Sae-tang  
Department Debt Administration  
Tel: 02-271-3700 Ext. 1907  
E-mail: viwats@exim.go.th

Co: Khun Naton Chiamchitarnan  
Department Debt Administration  
Tel: 02-271-3700 Ext. 1940  
E-mail: natonc@exim.go.th

Export-Import Bank of Thailand  
EXIM Building, 1193 Phaholyothin Road, Phaya Thai, Phaya Thai, Bangkok  
10400

### **3. Preliminary Requirements**

#### **3.1 Bidder's Qualification**

- (a) Bidders must be juristic entities under any applicable law.
- (b) For the purpose of the Registration and the Bidding Process, bidders can be either AMC or non-AMC. However, non-AMC bidders shall undertake to secure an AMC to accept the transfer of NPLs from the Bank upon the Bank has awarded such bidders in writing as a Successful Bidder; providing that the non-AMC bidders shall procure the AMC executes a letter of intend to accept the transfer of NPL Portfolios and submit such letter to the Bank in bid submission.
- (c) The Bidders shall not be a person who is immune from, and will not be entitled to claim immunity from suit, execution, attachment or other legal process in any proceedings taken in Thailand.
- (d) Bidder shall not take any actions in the manner that obstruct or interrupt fair price competition.
- (e) Bidders, who are not determined as a state-own enterprise under relevant laws, shall not be insolvent or subject to the order by a competent court to be under receivership or to become bankrupt, or under a rehabilitation process
- (f) Bidder shall not be enlisted in the designated lists under Anti-Money Laundering and Counter-Terrorism Financing Strategy Act, as amended, and the rules and regulations thereunder.

#### **3.2 Conflict of Interest**

The following persons are not allowed to participate in this auction, unless otherwise approved and/or waived by the Bank. As such, the Bank at its sole discretions reserve the right to reject or decline any registration submitted by any of the following persons and/or any person whom the Bank believes to be or connected and/or related to the following persons;

- 1. Any debtor, guarantor, mortgagor, or security provider of any Portfolio, and their connected and/or related persons. For the purpose of this Clause, the meaning of Related Persons as described below shall apply mutatis mutandis.
- 2. The persons who are considered as Related Persons of EXIM's directors, personnel and employees in accordance with the Financial Institution Business Act 2008 (as maybe amended from time to time) (the "FIBA").

The "Related Persons" is as particularly described in the FIBA, which broadly and generally includes any of the following persons:

- (1) spouse;
- (2) a child or adopted child who is under legal age;
- (3) a company of which such person or the person under (1) or (2) has power of management;
- (4) a company of which such person or the person under (1) or (2) has power to control the majority of votes in the shareholders meeting;
- (5) a company of which such person or the person under (1) or (2) has power to control the appointment or removal of directors;
- (6) a subsidiary of the company under (3), (4) or (5);
- (7) an affiliate of the company under (3), (4) or (5);
- (8) a principal, agent; or
- (9) other persons having such characteristics as prescribed in the notification of the Bank of Thailand.

*Note:* "Subsidiary" means (i) a Company which has another company as its Parent Company or (ii) the subsequent Subsidiaries of the company in (i).

*"Affiliate" means the Subsidiaries having the same Parent Company.*

*"Parent Company" means a Company which has power of control over other companies whether directly or indirectly by (i) holding exceeding 50% of the total issued shares in another company, (ii) having control over the majority voting right in a shareholders' meeting of another company, (iii) having control over appointment or dismissal of the Person Having Management Power or half or more than half of the number of director in another company, or (iv) having other methods of control as specified by the Bank of Thailand. Holding shares in any Company in the amount of 20% or more of the total issued shares (whether directly or indirectly) shall be presumed to have power of control of such Company unless proved otherwise.*

*"Person Having Management Power" means (i) a manager, vice manager assistant manager, a director who manages the Bank or a person having equal position with a different name, (ii) a person which the Bank enters into agreement authorizing him to entirely or partially undertake management, or (iii) a person who has power of control, by any circumstances, over any manager or director, or over the management of the Bank to be according to his policy or management undertaking of the Bank.*

The above clarification on the "Related Persons" is provided for information purpose only. Interested investors are advised to consult their legal counsels in more details as they deem appropriate.

Please note that when the Interested Investors are considered the "Related Persons" and are waived by the Bank to participate in the bidding, the award (if any) on their bids may be conditional to prior approval from relevant authorities and compliance with relevant laws and regulations as described above.

**4. Data Room Access Fee & Deposit**

The Qualified Investors who wish to access the data rooms are required to submit a duly executed Data Room Request Form, together with a non-refundable data room access fee (the “**Data Room Access Fee**”) as per the table below.

<b>Details</b>	<b>Data Room Access Fee (THB) (Exclusive of VAT at a rate 7%)</b>
Tranche A1 and A2	30,000
Tranche B1 B2 and B3	10,000
Tranche C1	10,000
Tranche D1	30,000

In addition to the above, the Qualified Investor wishing to access the data rooms are required to pay a refundable data room deposit (inclusive of VAT at a rate of 7%), at an aggregate amount of THB 1,000,000 (One Million Baht ) (the “**Data Room Deposit**”), to the Bank upon or prior to being granted access to the data room. This refundable Data Room Deposit will be returned to the unsuccessful bidder without interest according to the terms and conditions specified in the CIM. The Data Room Deposit and Data Room Access Fee must be paid by cash or cashier’s check issued by a commercial bank in Thailand payable to “Export-Import Bank of Thailand” to the following designated person.

Attention:  
Khun Viwat Sae-tang  
Department Debt Administration  
Tel: 02-271-3700 Ext. 1907  
E-mail: viwats@exim.go.th

Co: Khun Naton Chiamchitarnan  
Department Debt Administration  
Tel: 02-271-3700 Ext. 1940  
E-mail: natonc@exim.go.th

Export-Import Bank of Thailand  
EXIM Building, 1193 Phaholyothin Road, Phaya Thai, Phaya Thai, Bangkok  
10400

For further information or registration enquiries, please contact Khun Yundyong Thantiviramanon (Yundyong@bakertilly.co.th) or Khun Amnaj Mungkornpun (Amnaj@bakertilly.co.th) or Khun Krongkarn Noppawarn (krongkarn@bakertilly.co.th) or Khun Shotiga Vongprecha (Shotiga@bakertilly.co.th) of Baker Tilly Corporate Advisory Services (Thailand) Limited at +66 2679-5400.

## REGISTRATION FORM

**Export-Import Bank of Thailand's NPL Sealed-Bid Auction #1/2020**

**DEADLINE FOR SUBMISSION OF THIS REGISTRATION FORM: 31 JULY 2020**

<b>ORGANIZATION:</b>			
<b>ADDRESS:</b>			
	<b>COUNTRY:</b>		
<b>1<sup>st</sup> CONTACT PERSON:</b>		<b>POSITION:</b>	
<b>TEL NO.:</b>		<b>FAX NO.:</b>	
<b>EMAIL ADDRESS:</b>			
<b>2<sup>nd</sup> CONTACT PERSON:</b>		<b>POSITION:</b>	
<b>TEL. NO.:</b>		<b>FAX NO.:</b>	
<b>EMAIL ADDRESS:</b>			

We, \_\_\_\_\_, an interested investor, represented by \_\_\_\_\_ as an authorized person with binding authority (the "**Investor**"), hereby express our interest to be considered by Export-Import Bank of Thailand (hereinafter referred to as "**EXIM**" or the "**Bank**"), at the Bank's sole and absolute discretion, as a qualified Investor to participate in an upcoming sealed-bid auction of the Bank's non-performing loan portfolios (the "**Transaction**"). The submission of this Registration Form shall be construed as our irrevocable intention to obtain a copy of the Confidential Information Memorandum (the "**CIM**") and the data tape of the Tranches specified below.

Tranche A1, A2, B1, B2, B3, C1, and D1 (All Tranches)

Tranche B1 B2 B3 (Unsecured NPL Tranches) and Tranche D1 (Cherry-pick)

We interest in participating in the Transaction and willingness to comply and be bound with terms and conditions as set out in the confidentiality undertaking in relation to the Transaction (the "**Confidentiality Undertaking**") and the CIM.

We hereby undertake that we shall not disclose such information to any third party, except as permitted under the Confidentiality Undertaking, and shall treat all information pertaining to the Transaction made available to us by the Bank, their staff, advisors, agents and/or any representatives in a strictly confidential manner.



We hereby confirm that we have the preliminary requirements as listed in Clause 3.1 and are not a person described under Clause 3.2 according to the Instructions to Investors.

Signature \_\_\_\_\_ (Company's seal)

Name ( \_\_\_\_\_ )

Title \_\_\_\_\_

Date \_\_\_\_\_

**POWER OF ATTORNEY**

**BY THIS POWER OF ATTORNEY,** \_\_\_\_\_, a corporation duly incorporated under the laws of \_\_\_\_\_ (hereinafter called the "**Company**") having its registered office at \_\_\_\_\_ hereby irrevocably authorizes and empowers \_\_\_\_\_, holding I.D. Card or Passport No. \_\_\_\_\_, residing at \_\_\_\_\_, to be its true and lawful attorney-in-fact (an "**Attorney**") to do the action(s) as indicated below in connection with the sale of the non-performing loan portfolios of Export-Import Bank of Thailand ("**EXIM**" or the "**Bank**") (the "**Transaction**") for and on behalf of the Company:

- to sign, execute, certify true copies submit and deliver, in the name and for and on behalf of the Company, the Registration Form for the Transaction, the Confidentiality Undertaking, and other registration documents as he/she may deem necessary, advisable or appropriate and which is required or permitted to be given or made in connection with the Transaction (if any), to the Bank;
- to collect from the Bank a copy of the Confidential Information Memorandum, the Data Tape and other relevant documents made available to the Company and to place, pay or receive the return of any fee and/or deposition as may be required in connection with the Transaction;
- to appoint other persons to act on behalf of the Company in accordance with the scope of authorization hereunder and to revoke such appointment as the Attorney deems appropriate;
- to enter into negotiation with the Bank in relation to the terms and conditions of the bid, including the bid price and submit the revised bid (if necessary) and any offer to purchase, the sale and purchase agreement and other bidding/offer documents;
- to sign, execute, and submit bid form and/or any offer to purchase, the sale and purchase agreement and other bidding/offer documents to the Bank;
- to do other acts and things not listed above pertaining to the Transaction in accordance with the scope of authorization hereunder as the Attorney deems appropriate; and
- to do other acts and things (please specify): \_\_\_\_\_.

The Company hereby agrees to ratify and confirm whatsoever the Attorney shall do or cause to be done by virtue of the foregoing within the scope of this Power of Attorney.

This Power of Attorney shall be valid and effective from the date of execution and shall remain valid until revoked and informed in writing by the Company to the Bank.

**IN WITNESS WHEREOF**, the Company has caused this Power of Attorney to be signed in its name and on its behalf on the date set out below.

\_\_\_\_\_  
as Grantor  
Name:  
Position:  
Date:

\_\_\_\_\_  
as Attorney  
Name:  
Position:  
Date:

\_\_\_\_\_  
Witness  
Name:

\_\_\_\_\_  
Witness  
Name:





**TRANSACTIONAL TRACK RECORD SHEET**

Please provide brief details on the non-performing loan/non-performing asset portfolio sales you have recently participated during the past 3 years.

Selling Institution	Country	Asset Type (NPA/NPL)	Transaction Size (USD)	Year

## CONFIDENTIALITY UNDERTAKING

Date \_\_\_\_\_

**To:** Export-Import Bank of Thailand  
EXIM Building, 1193 Phaholyothin Road,  
Phaya Thai, Phaya Thai,  
Bangkok 10400

**Attn:** Mr. Pisit Serewiwattana  
President

Dear Sirs,

We, \_\_\_\_\_ (the “**Recipient**”) have expressed an interest in participating in the auction and acquisition of non-performing loan (“**NPL**”) portfolios (the “**Portfolios**”) of Export-Import Bank of Thailand (“**EXIM**” or the “**Bank**”) (the “**Transaction**”). In this connection, the Bank will provide us with the Confidential Information (as defined below) concerning the Transaction, pursuant to the terms and conditions of this Confidentiality Undertaking.

In consideration of such disclosure of the Confidential Information, we hereby undertake and agree to receive and use such Confidential Information in strict confidence, pursuant to the terms and conditions set forth in this Confidentiality Undertaking as outlined below:

1. For the purposes of this Confidentiality Undertaking, **Confidential Information** shall mean any and all non-public information disclosed and/or supplied by the Bank, its employees, officers, directors, advisors, counsels and/or representatives to the Recipient or its Authorized Recipient (as defined below) (orally, in writing, in electronic form or in any other forms, whether before or after the date of this Confidentiality Undertaking) concerning the Transaction, including but not limited to the aforementioned Portfolios of the Bank. The Confidential Information shall include (without limitation) the following:
  - (i) the Confidential Information Memorandum or other agreements and/or documents relating to the Transaction;
  - (ii) the data tape, CD and/or other means of communication or storage containing information on NPL accounts included in the Portfolios;
  - (iii) all documents, materials and information that may be made available to the Recipient in the transaction website, intranet, any data room, interview, correspondence from the Bank, its employees, officers, directors, advisors, counsels and/or representatives or otherwise to enable the Recipient to conduct due diligence in relation to the evaluation of the Transaction or the acquisition of any or all of the Portfolios;
  - (iv) all documents, materials and information generated or produced by the Recipient from the Confidential Information supplied to it by the Bank, its employees, officers, directors, advisors, counsels and/or representatives, irrespective of whether or not the Bank, its advisors and/or representatives have received, reviewed or had the sight of such documents, materials or information;



- (v) all written or oral information, materials and documents (including information stored or contained in any form, including any mechanical device or computer), obtained, directly or indirectly by the Recipient that relates in any manner to or contains non-public matters, trade secrets, research, development, commercial, proprietary or competitive information of the Bank; and
  - (vi) all analyses, compilations, studies, reports, memoranda or other documents prepared by the Bank or reflecting any opinion, judgement or recommendations concerning the Bank, based in any part upon or incorporating in any manners, any of the foregoing.
2. The undertakings in Clause 1 shall not apply to any Confidential Information which:
- (a) at the time of supply is in the public domain;
  - (b) subsequently comes into the public domain, except through breach of any obligations set out in this Confidentiality Undertaking;
  - (c) at the time of supply is already in the Recipient's possession (as evidenced by written records);
  - (d) subsequently comes lawfully into the Recipient's possession from a third party (as evidenced by written records); or
  - (e) is required to be disclosed by law, regulation or any governmental or competent regulatory authority, provided the Recipient, to the extent not prohibited under the law, consults the Bank first on the proposed form, timing, nature and purpose of the disclosure so that the Bank may seek appropriate protective order or other remedy; provided that if the Recipient is prohibited under the law to first consult the Bank, the Recipient shall immediately inform the Bank upon such disclosure.
3. The Recipient shall keep all Confidential Information in strict confidence and in a secure environment and shall not remove the Confidential Information or disclose, copy, duplicate, reproduce or distribute the Confidential Information or any portion thereof to any person other than:
- (a) to those persons permitted in writing by the Bank; or
  - (b) to its Affiliates and those of its and its Affiliates' directors, officers, employees, agents and advisers who strictly need access to it for the purposes of the Recipient's evaluation of the Transactions and acquisition of any or all of the Portfolios (each, an "**Authorized Recipient**"), and only to the extent that they need that access, on the terms of this Confidentiality Undertaking and on the basis that they themselves shall not remove the Confidential Information or disclose, copy, reproduce or distribute it to any person who is not an Authorized Recipient. For the purpose of this Confidentiality Undertaking, "Affiliates" shall mean any person or entity controlling, controlled by or under common control with the Recipient.

Neither the Recipient nor any of its Authorized Recipients will, without prior written consent of the Bank, use the Confidential Information for any purpose other than to evaluate the Transactions and to acquire any or all of the Portfolios (the "**Permitted Purpose**"), and not any way which is or may be directly or indirectly detrimental to the Bank and/or its customers and/or any relevant parties.

The Recipient shall treat and shall ensure that its Authorized Recipients treat all Confidential Information with the same degree of care as it accords to its own Confidential Information and acknowledges and accepts that the Confidential Information provided in accordance with this Confidentiality Undertaking is also subject to limitations under applicable Thai law, including but not limited to the Financial Institution Business Act, the relevant regulations and notifications issued by the Bank of Thailand and the Rules and Regulations of the Securities and Exchange Commission and the Stock Exchange of Thailand.

4. The Recipient is aware of and strictly adheres to the terms of this Confidentiality Undertaking, and shall ensure that any Authorized Recipient who receives any Confidential Information is aware of and strictly adheres to the terms of this Confidentiality Undertaking. In this regard, the Recipient commits to take strict precautions and make necessary adjustments in order to maintain an internal control supervision mechanism to ensure that there is no use of the Confidential Information other than for the Permitted Purpose. The undertakings given by the Recipient in this Confidentiality Undertaking are given by the Recipient on its own behalf and as agent for each of such Authorized Recipients with their full knowledge and authority. The Recipient shall be unconditionally responsible for any breach of this Confidentiality Undertaking by any of the Authorized Recipients.
5. The Recipient shall (and shall procure the Authorized Recipients to) without delay destroy or return to the Bank on demand any document containing any Confidential Information (including any note, analysis or memorandum that may have been prepared by them or on their behalf and any copy they may have made) and, to the extent technically practicable with respect to electronic data located on information technology system, expunge all Confidential Information from any computer, word processor or other devices containing the Confidential Information at the Recipient's costs and expenses. The Recipient shall not and shall procure that the Authorized Recipients shall not make use and/or restore the Confidential Information remaining in any computer, word processor or other devices due to inability to expunge, unless prior written consent of the Bank has been obtained. Any destruction of the Confidential Information will be certified in writing to the Bank. Notwithstanding the foregoing, the Recipient shall be permitted to retain Confidential Information contained in the Recipient's and/or the Authorized Recipients' documents, but only to the extent minimum required by law, regulatory rules and/or regulations, and/or by order of any competent court or governmental or competent regulatory authority. Upon the Recipient being discharged from such legal requirement (whether due to the lapse of any period of time or the completion of any filing or audit required), the Recipient shall, without delay, destroy the copy of such Confidential Information kept by it.
6. The Recipient shall be responsible for making its own decisions in relation to the Transaction based on the Confidential Information. The Recipient acknowledges that the Confidential Information does not purport to be all inclusive and that no representation or warranty is made by the Bank, its representatives or advisers as to the accuracy, reliability or completeness of any of the Confidential Information. Accordingly, the Recipient agrees that neither the Bank nor any of its advisers and representatives:
  - (a) shall have any liability to the Recipient or any other person resulting from the use of Confidential Information by them; and
  - (b) shall be under any obligation to provide further Confidential Information, to update any Confidential Information or to correct any inaccuracies.

The Recipient acknowledges and agrees that the execution of this Confidentiality Undertaking and/or the Bank's permission for the Recipient and/or its Authorized Recipients to review the Confidential Information and/or any action taken by the Bank in connection with this

Confidentiality Undertaking shall in no event, implied or otherwise, be deemed or interpreted as an offer to sell, a solicitation of an offer to buy any asset, nor a commitment to perform the Transaction.

7. The Recipient acknowledges and agrees to strictly comply with laws and regulations on personal data protection or any other laws and regulations with similar nature, being in effect as of the date of this Confidentiality Undertaking and/or becoming effective in the future, including any additional promulgation in connection with personal data protection (“**Laws on Personal Data**”). Upon request from the Bank, the Recipient agrees to give consent, cooperate and take any actions, including but not limited to, providing statements to relevant agencies, entering into or executing agreements and documents, in order to enable the Bank to successfully and completely fulfill its obligations under Laws on Personal Data, within period specified by the Bank and with the Recipient’s cost and expenses.

In addition, the Recipient shall procure the Authorized Recipients to adhere to the foregoing paragraph in all respects.

8. All Confidential Information shall remain the property of the Bank. By disclosing information to the Recipient, the Bank does not grant any express or implied right to the Recipient and the Authorized Recipients to or under the Bank’s patents, copyrights, trademarks, or trade secret information.
9. Notwithstanding completion of the Transaction or return or destruction of the documents and materials containing the Confidential Information, the Recipient and its Authorized Recipients shall continue to be bound by the undertakings or obligations set out in this Confidentiality Undertaking.
10. In conducting any review of the Confidential Information or any other information made available within any information repository or data room, the Recipient hereby agrees as follows:
  - (a) it shall and shall ensure that its Authorized Recipients comply and act in accordance with the terms, conditions, regulations, and rules applicable to such review as specified in any relevant data room protocol, information memorandum and/or as otherwise required or imposed by the Bank from time to time; and
  - (b) it shall not, and shall procure that its Authorized Recipients shall not, based on such review and knowledge of the Confidential Information or any other information so made available, (directly or indirectly) contact, communicate, interact or meet with any debtor, guarantor, mortgagor, pledgor or obligor of any Portfolios and/or their respective director, management or employees, other than in their normal course of business (provided that such normal course of business does not relate to the Portfolios and/or the Transaction) or to the extent not relating to the Portfolios and/or the Transaction.
11. If any provision of this Confidentiality Undertaking is held to be invalid or unenforceable, that provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Confidentiality Undertaking, but without invalidating any of the remaining provisions.
12. Without affecting any other rights or remedies that the Bank may have, the Recipient acknowledges that the Bank’s rights under this Confidentiality Undertaking may be irreparably harmed by any breach by the Recipient or any of the Authorized Recipients of any term of this Confidentiality Undertaking and that damages alone may not necessarily be an adequate

remedy. Accordingly, the Bank will be entitled to the remedies of injunction, specific performance and other relief (including the right to claim for all costs, damages and losses imposed on or suffered by the Bank and/or its representatives as a result of or in relation to any such breach), or any combination of these remedies, for any threatened or actual breach of its terms (including the forfeiture of, or the exercise of any legal or contractual right the Bank may have against or in respect of, any deposit or security (in whatever form) placed or provided by the Recipient to or for the benefit of the Bank as part of the Transaction). For these purposes, such costs, damages and losses include but not limited to any operational and administrative charges of legal case proceedings that may ensue from enforcement of this Confidentiality Undertaking.

13. The Recipient shall not assign the rights hereunder or delegate its duties to access the Confidential Information without the prior written consent of the Bank.
14. The Recipient shall be discharged from its obligation under this Confidentiality Undertaking in the following cases:
  - (a) In the case of any Portfolios which the Recipient successfully bids upon (the "**Acquired Portfolios**"), the Recipient will be discharged from its obligation with respect to the Confidential Information relating to such Acquired Portfolios provided hereunder, upon the execution of the definitive agreement and full payment by the Recipient in relation to the asset sale and purchase; and
  - (b) In the case of any of Portfolios (other than the Acquired Portfolios) (the "**Non-Acquired Portfolios**"), the Recipient will be discharged from its obligation with respect to the Confidential Information relating to such Non-Acquired Portfolios provided hereunder, upon the date falling two (2) years from the date of this Confidentiality Undertaking.
15. This Confidentiality Undertaking shall be governed by and construed in accordance with the laws of the Kingdom of Thailand regardless of the conflict of law, and subject to the non-exclusive jurisdiction of Thai courts.

We have hereby signed this Confidentiality Undertaking in confirmation of our acceptance of the above terms and conditions.

**RECIPIENT**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

