

**ตัวสัญญาใช้เงิน**  
**PROMISSORY NOTE**

เลขที่ \_\_\_\_\_  
NO.

สถานที่ออกตัว \_\_\_\_\_ PLACE OF ISSUANCE

วันที่ \_\_\_\_\_  
DATE

ข้าพเจ้า \_\_\_\_\_  
WE,

สัญญาจะใช้เงินจำนวน \_\_\_\_\_  
PROMISE TO PAY THE SUM OF  
( \_\_\_\_\_ )

ให้แก่ ธนาคารเพื่อการส่งออกและนำเข้าแห่งประเทศไทย ในวันที่ \_\_\_\_\_  
TO EXPORT-IMPORT BANK OF THAILAND ON

พร้อมอัตราดอกเบี้ยร้อยละ \_\_\_\_\_ ต่อปี  
WITH INTEREST AT THE RATE OF \_\_\_\_\_ % PER ANNUM

ณ ธนาคารเพื่อการส่งออกและนำเข้าแห่งประเทศไทย  
AT THE OFFICE OF EXPORT-IMPORT BANK OF THAILAND.

\_\_\_\_\_  
ผู้มีอำนาจลงลายมือชื่อ  
AUTHORIZED SIGNATURES

For Bank Use
Signature/Seal
Verified by

**Promissory Note Agreement**

Date \_\_\_\_\_

I, and/or we, \_\_\_\_\_ with an address No. \_\_\_\_\_, hereinafter to be called the "Promisor", having been financially supported in various kinds of credit by Export-Import Bank of Thailand, hereinafter to be called the "Bank" and the Promisor has issued the promissory note No. \_\_\_\_\_, dated \_\_\_\_\_, in the amount of \_\_\_\_\_ ( \_\_\_\_\_ ) due for payment on \_\_\_\_\_, hereinafter to be called the "Promissory Note", which is given to the Bank as evidence, and the Promisor agrees to comply with the terms and conditions of the Bank as follows:

1. The Promisor requests the Bank to deliver the money entitled to the Promisor from the Bank under the Promissory Note to the Promisor by making transfer to the account in the name of the Promisor as opened with the Bank. Account no. \_\_\_\_\_

In this regard, unless the Promisor is given consent by the Bank, the Promisor requests the Bank to deliver the money entitled to the Promisor under the Promissory Note by method other than that specified above, and, in this case, the Promisor requests the Bank to deliver such money by \_\_\_\_\_

The Promisor agrees and accepts that the Bank is entitled to deduct the money entitled to the Promisor from the Bank under the Promissory Note as payment for the fees and/or duty and/or various expenses to be paid by the Promisor to the Bank, and the above-mentioned money carried out by the Bank in accordance with the instruction of the Promisor is the amount carried out by the Bank after the deduction of the fees, duty and/or various expenses to be paid by the Promisor to the Bank (if any). The Promisor agrees to be deemed that the Promisor has already received the money in accordance with the amount requested under the Promissory Note in full on the date carried out by the Bank in accordance with the above-mentioned instruction of the Promisor and it shall be deemed that the document evidencing the crediting money into account or any other documents supporting the said transaction shall also be the evidence of receiving money by the Promisor hereunder unless deemed appropriate otherwise by the Bank.

In case the amount under the Promissory Note is the foreign currency other than Thai Baht, the Promisor agrees that the Bank shall cause the amount entitled to the Promisor under the Promissory Note to be sold to the Bank, and the Bank shall buy such amount in Thai Baht using the exchange rate announced by the Bank for buying such foreign currency against Thai Baht for customers in general as of the date receiving the money or any other exchange rate as agreed with the Bank. After the Bank has already carried out the said transaction, the Thai Baht from selling the said foreign currency shall be delivered by the Bank in accordance with the above-mentioned instruction of the Promisor or taken any other action as to the agreement with the Bank. The Promisor agrees it to be deemed that the Promisor has already received the amount of foreign currency as requested by the Promisor under the Promissory Note. Provided that, if the Promisor has stated that the Promisor shall receive the amount in foreign currency, the Promisor shall make compliance as required by the Bank and/or the authority and shall be given consent from the Bank.

2. The Promisor agrees to pay interest to the Bank at the rate stated in the Promissory Note in monthly installment. The first payment shall be made on the last business day of the Bank in the month which the Promisor has received money from the Bank under the Promissory Note, and each subsequent payment shall be made on every last business day of the Bank in each month thereafter. As for the last payment, the Promisor agrees to make payment together with the principal under the Promissory Note on the due date the Promissory Note.

In this regard, except the Promisor has been given consent from the Bank, the Promisor agrees to pay interest to the Bank at the rate stated in the Promissory Note by methods other than being stated above in either case as follows:

- On the issuing date of the Promissory Note, in such case the Promisor agree that the Bank shall deduct the interest calculated at the rate and due date for payment stated in the Promissory Note from the amount entitled to the Promisor from the Bank.
- Others \_\_\_\_\_

3. Should the Promisor default the interest payment to the Bank whether in any installment or default the principal payment under the Promissory Note or default any payment with the Bank or breach any clause or condition being agreed with the Bank, the Promisor agrees it to be deemed that the Promisor defaults all performances under the Promissory Note, and the Bank is entitled to declare the principal under the Promissory Note to be immediately due and payable , and change the interest rate from the interest rate stated in the Promissory Note to the Default Rate at each moment from the date on which the Promisor defaults/breaches the contract until when the Bank shall have completely received the payment of obligations of the Promisor hereunder. and in case of the Promissory Note stating the amount in foreign currency, the Promisor agrees to the Bank being entitled to change the currency of the obligation under the Promissory Note from foreign currency to Thai Baht, in this regard, whether in whole or part thereof, at the exchange rate deemed appropriate by the Bank at that moment, the default/breach of contract date or the date on which the Promissory Note becoming due or any other date deemed appropriate by the Bank at the sole discretion of the Bank and without any further consent from the Promisor in any way. In this respect, the Promisor agrees it to be deemed that the original Promissory Note stating the principal under the Promissory Note in foreign currency to be the evidence of the Promisor agreeing to make payment to the Bank in the amount equal to the baht amount converted by the Bank.

Signed \_\_\_\_\_ the Promisor

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

For the purpose of this agreement

“Default Rate” means:

(1) In case where the Promisor is a Small and Medium-Sized Enterprises:

(a) for the Baht-denominated debt : the sum of (i) the maximum interest rate set forth in this agreement and/or any contract or agreement made with the Bank and (ii) 3% (Three Percent) per annum; or

(b) for the Baht-denominated debt which converted from foreign currency denominated debt : the sum of (i) the Base Interest Rate for Baht-Denominated Debt Converted from Foreign-Currency-Denominated Debt and (ii) 3% (Three Percent) per annum.

(2) In case where the Promisor is not a Small and Medium-Sized Enterprises: the default interest rate per annum announced by the Bank from time to time, provided that it shall be subject to change without any notice to the Promisor (as a matter of reference only, as of the date of this agreement is \_\_\_\_\_ % (\_\_\_\_\_ Percent) per annum).

Provided that, the Bank may take into account the interest rate which the Promisor is obliged to pay whether the interest rate as set forth in Clause 3 (1) or Clause 3 (2) based on the size of the Promisor’s business at any time.

“Small and Medium-Sized Enterprise” means a small-sized or medium-sized enterprise which has the number of employees or value of revenues as announced by the Bank for the time being, and may be amended, restated, or modified, from time to time, without further any evidence or notice to the Promisor.

“Base Interest Rate for Baht-Denominated Debt Converted from Foreign-Currency-Denominated Debt” means an interest rate per annum for Baht-denominated debt which converted from foreign currency denominated debt as announced by the Bank for the time being, and may be changed from time to time, without further any evidence or notice to the Promisor.

4. In case of any due date falling on holiday of the Bank, the Promisor agrees to pay the interest and/or principal and/or any amount to the Bank on the next business day of the Bank. The calculation of the interest in Baht or Pound Sterling or Singapore Dollar or Yen, the period of 1 (one) year shall equal to 365 (three hundred sixty-five) days, and the calculation of the interest in other foreign currencies, the period of 1 (one) year shall equal to 360 (three hundred sixty) days.

5. For all the fees and various expenses incurred to the Bank and/or to be paid by the Bank in taking legal actions, litigation, debt payment enforcement and/or any actions, the Promisor agrees to reimburse the Bank in full amount immediately upon occurrence and/or as paid by the Bank.

6. For the convenience in making payment of the burdens and/or obligations of the Promisor with the Bank hereunder, the Promisor agrees that the Bank may immediately make deduction from the deposit account and/or any other account of Promisor opened with the Bank as debt payment without having to give advance notice in any way.

7. Any delay or refrain from exercising the rights of the Bank hereunder or under the law shall not be deemed that the Bank waives its rights or agrees to the breach of contract in such case.

8. The Promisor agrees and acknowledges that using the service with the Bank including but not limited to utilizing credit facilities in accordance with this Promissory Note, the Bank may disclose the information of the Promisor and/or the information of business partners that the Bank receives from the Promisor to the digital infrastructure service providers and/or the database system providers for the exchange of information between financial institutions and/or financial institutions that are members of such a system for the necessity to prevent and assess the risks that may arise from providing the credit facilities from financial institutions.

In witness whereof, the Promisor thus affix my/our signature as evidence as of the date first written above.

Signed \_\_\_\_\_ the Promisor

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

For Bank Use
Signature/Seal
Verified by