



## Information of Merchant / Applicant

Type of Business  Individual  Juristic Person (fill in attachment 5)

Name of Store/Trade Name (English) \_\_\_\_\_

Registered Name/ Name on Tax Invoice (Thai) \_\_\_\_\_

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

Commercial Registration Number/Tax Identification Number/Professional Identification Number \_\_\_\_\_

## Address as appeared in Commercial Certificate

House No. \_\_\_\_\_ Village No. \_\_\_\_\_ Building/Village \_\_\_\_\_

Soi \_\_\_\_\_ Road \_\_\_\_\_ Sub-district/Tambon \_\_\_\_\_

District/Amphur \_\_\_\_\_ Province \_\_\_\_\_ Postal code \_\_\_\_\_

Telephone \_\_\_\_\_ Ext \_\_\_\_\_ Fax \_\_\_\_\_ Website \_\_\_\_\_

Address to be stated in Tax Invoice  Information of Commercial Certification  Others (Please indicate below)

House No. \_\_\_\_\_ Village No. \_\_\_\_\_ Building/Village \_\_\_\_\_

Soi \_\_\_\_\_ Road \_\_\_\_\_ Sub-district/Tambon \_\_\_\_\_

District/Amphur \_\_\_\_\_ Province \_\_\_\_\_ Postal code \_\_\_\_\_

In case of many addresses  Main Office  Each Branch

Information of Value Added Tax  VAT registration (Please attach Form Por.Por.20)  No VAT registered

## Contact Information: Merchant/Applicant

Name - Middle name - Surname (Thai) \_\_\_\_\_

Name - Middle name - Surname (English) \_\_\_\_\_

Date of Birth (DD/MM/YYYY) \_\_\_\_/\_\_\_\_/\_\_\_\_ ID card number / Passport number \_\_\_\_\_

## Current address

House No. \_\_\_\_\_ Village No. \_\_\_\_\_ Building/Village \_\_\_\_\_

Soi \_\_\_\_\_ Road \_\_\_\_\_ Sub-district/Tambon \_\_\_\_\_

District/Amphur \_\_\_\_\_ Province \_\_\_\_\_ Postal code \_\_\_\_\_

Telephone \_\_\_\_\_ Mobile Phone \_\_\_\_\_ Line ID \_\_\_\_\_

Email Address (For Merchant/Applicant Communication) \_\_\_\_\_

Address as stated on Household Registration  Same as current address  Other place (please specify)

House No. \_\_\_\_\_ Village No. \_\_\_\_\_ Building/Village \_\_\_\_\_

Soi \_\_\_\_\_ Road \_\_\_\_\_ Sub-district/Tambon \_\_\_\_\_

District/Amphur \_\_\_\_\_ Province \_\_\_\_\_ Postal code \_\_\_\_\_

Telephone \_\_\_\_\_ Mobile Phone \_\_\_\_\_

## Information for Transfer of Proceeds into Bank Account

Krungthai Bank Branch \_\_\_\_\_ Account Type  Saving Account  Current Account

Account name \_\_\_\_\_ Account Number \_\_\_\_\_

**Note:** The account name must match the name of the service requester or legal entity.



**KTC Online Services / Online Services for Viewing of Sales Transaction and Tax Invoice**

**Name of Representative of KTC Online services usage**  Same as Contact person  Other person (please specify)  
 Name - Middle name - Surname \_\_\_\_\_ Mobile Phone \_\_\_\_\_  
 Login Email \_\_\_\_\_ (Must be an email address not previously registered for any KTC services.)

**Email for Receiving E-Tax Invoice (Maximum 2 addresses)**  
 1st Email  Use as Login Email  Change Email (Please specify) \_\_\_\_\_  
 2nd Email  Add Email (Please specify) \_\_\_\_\_

**Information of Merchant's Type of Business**

**Business Type**  Buying and Selling  Manufacturing of Goods  Service Industry  Agent  Others \_\_\_\_\_  
 Product sold \_\_\_\_\_ Opening hours \_\_\_\_\_  
 EDC / Credit Card Terminal  No  Yes (Bank name: \_\_\_\_\_)  
 Average sales \_\_\_\_\_ Baht/Month | Cash \_\_\_\_\_ % | Credit Card \_\_\_\_\_ %  
 Transaction Value (Baht): Average \_\_\_\_\_ Maximum \_\_\_\_\_ Minimum \_\_\_\_\_  
 Customer Group: Domestic \_\_\_\_\_ % Foreign \_\_\_\_\_ % (Country: \_\_\_\_\_)

**Services to be Subscribed**

**Merchant Type:**  Normal Merchant  SMB and Small Merchant  SMB Merchant  Other \_\_\_\_\_

Channel / Payment Type	All Bank Cards	KTC Cards		Electronic Wallet		
	Full Payment	KTC Installment	KTC FOREVER Point	Alipay	Alipay+	PromptPay
<input type="checkbox"/> EDC Device (fill in attachment 2) <input type="checkbox"/> DCC (Dynamic Currency Conversion)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> KTC Merchant App (fill in attachment 3)	<input type="checkbox"/>	-	-	-	-	<input type="checkbox"/>
<input type="checkbox"/> QR Pay signage (fill in attachment 3)	-	-	-	-	<input type="checkbox"/>	-
<input type="checkbox"/> Link Pay (fill in attachment 4)	<input type="checkbox"/>	<input type="checkbox"/>	-	<input type="checkbox"/>	-	-
<input type="checkbox"/> Payment Gateway (fill in attachment 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-	-
<input type="checkbox"/> KTC Mobile (fill in attachment 4)	-	-	<input type="checkbox"/>	-	-	-
<input type="checkbox"/> KTC U SHOP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-	-	-
<input type="checkbox"/> Other	<input type="checkbox"/>					

**KTC Installment Service**

Interest Payer	Installment Term	MDR (Merchant Discount Rate)	Monthly Interest Rate	
			KTC Credit Card	KTC PROUD Cash Card
Merchant absorbs interest	<input type="checkbox"/> 3 - 10 Months	1.50%	0.89%	0.99%
	<input type="checkbox"/> 12 - 18 Months		-	0.99%
	<input type="checkbox"/> 19 - 24 Months		-	1.29%
Customer absorbs interest	<input type="checkbox"/> 3 - 10 Months		0.74%	0.99%
	<input type="checkbox"/> 12 - 18 Months		-	0.99%
	<input type="checkbox"/> 19 - 24 Months		-	1.16%

**Type and Number of EDC Units**

EDC - LAN \_\_\_\_ unit(s)  
The Merchant shall arrange for LAN

EDC - GPRS Desktop \_\_\_\_ unit(s)  
GPRS SIM card for connection

EDC - GPRS Mobile \_\_\_\_ unit(s)  
GPRS SIM card for connection, with an internal battery for mobile use.

**(Service Fee of 350 Baht/Unit/Month\* for total card transactions below 50,000 Baht/Unit/Month) (Service fee is exclusive of Value Added Tax)**

Remarks: Where there is change of rates for service for the aforementioned EDC devices, it shall abide and be bound by terms and conditions for EDC Service or documents for delivery/acceptance and installation of the EDC device as shall be arranged subsequently and shall be deemed to form part of the KTC Merchant Membership Application Form.



General Agreement

- The Merchant hereby certifies and confirms the accuracy of the information that is given in this Application and in all documents forming part hereof. In the event that the Merchant is approved by KTC in accordance to the rules and conditions set out in this Application, the Merchant agrees to be bound by the Terms and Conditions applicable towards KTC Merchant Members including terms and conditions applicable towards each type of services as attached hereto or as will be notified by KTC from time to time which shall be deemed to form part of the agreement. On the submission date of this Application, the Merchant acknowledges and understands the entire contents of the Application and provisions of the attached Terms and Conditions of the KTC Merchant Application form.
In the case of individual stores, the Merchant consents that KTC can collect, use, or disclose personal information of the person who is the owner, authorized person to manage the Merchant or any other person(s) with similar authority to Krung Thai Bank, external service providers (Outsource), partner companies or any person that KTC deems appropriate in order to comply with the contract and implement the merchant member application form, service support, offer benefits/promotions sales promotion, debt collection or for the appropriate service of each store which, if not given consent, will affect the service or cannot provide the service fairly and continuously.
The Merchant certifies and confirms that personal information of the KTC Online service representative, contact person, transaction person (parent / sub), contact person and coordinator, or any person specified by the Merchant in this Application, or related documents. The Merchant has given consent from the data owner to collect, use, and disclose that person's information to KTC, any persons and/or other legal entities that KTC deems appropriate, which includes Krung Thai Bank and its financial business group of Krung Thai Bank External service providers (Outsource) Partner companies for the benefits of using the KTC member service for Merchant as per this Application. Such consent shall remain valid for the duration of my KTC membership status.
The Merchant acknowledges the Notice of Privacy Protection of the customers according to the KTC customer privacy policy specified at www.ktccoth/pdpa which may be considered for further improvements.
The Merchant consents for the Bank to proceed with the Merchant's stated deposit account in this Application in accordance with KTC's requests as follows: (1) withdraw/transfer/deduct money from the deposit account, in accordance to the amount being notified by KTC in order to pay any fees, expenses, and/or compensate for any damages that the Merchant owes to KTC, and/or the Merchant's violation of the KTC Merchant Member Agreement, (2) to suspend or delay the withdrawal of money in the deposit account as notified by KTC, until such order is revoked by KTC. Any act performed by the Bank as stated above, the Merchant certifies that it will not be a cause of breach of the deposit agreement and/or in violation of the Merchant, and the Merchant agrees to waive any rights to dispute or claims to the Bank and/or KTC in all respects.
In the case of insufficient funds in the deposit account, the Merchant agrees to immediately repay the shortfall amount to KTC until completed. In the event that there is a material change of the deposit account, such as account name, account number, account type or authorized signatory, and etc. the Merchant agrees that the above conditions will be effective for the changed deposit account in all respects.

For evidence, I have signed and affixed with the seal (if any) at the end of the date specified above.

Authorized signature on behalf (1) (the signature matches the signature Name -Surname (in block letters) ) on the copy of ID card
Authorized signature on behalf (2) (the signature matches the signature Name -Surname (in block letters) ) on the copy of ID card
Authorized signature on behalf (3) (the signature matches the signature Name -Surname (in block letters) ) on the copy of ID card
Company Seal (if applicable)
Application date

(For your application to be considered quickly, please fill out the application and sign it. Complete with the seal (if any) and attaching supporting documents as specified with a certified copy of every copy)

For KTC officer only

[ ] The Merchant verification (KYM) confirmed MCC :
Officer Signature (Elaborate characters) Employee Code



## GENERAL TERMS AND CONDITIONS

### Clause 1 General

This Agreement creates a contractual relationship between Krunghthai Card Public Company Limited (hereinafter referred to as "KTC") and Merchants (as defined in Clause 2.3) that are operating in Thailand, to which the Merchant will be selling goods/providing services through the use of KTC's payment systems, and/or collection equipment at the Merchant shop, or at other service points located in Thailand which shall be deemed part of the KTC Merchant Member Application Form.

### Clause 2 Definitions

The following terms shall have the definitions as ascribed to them below:

2.1 "Card Company" shall mean Visa International Service Association/MasterCard/JCB Card International Incorporated, including any organization whether domestically or internationally incorporated, which KTC participates in a card business scheme during the time this Agreement is made and/or in the future.

2.2 "E-Wallet Service Providers" shall mean service providers of electronic wallet application (e-wallet) utilizing QR Code serviced by Alipay.com Co., Ltd. or other institutions providing e-wallet services.

2.3 "Merchant/Merchant Shop" shall mean any persons, juristic persons or other organizations located in Thailand and/or owners of the bank deposit accounts in Thailand, who has registered for KTC Merchant Member, and has been approved to be a KTC Merchant Member under the terms and conditions of this Agreement and terms and conditions of the Card Company.

2.4 "Payer" means a service user who pays for goods/services at the Merchant using a credit card, electronic card, e-wallet, or funds from the Payer's bank account/PromptPay account.

2.5 "Fee" shall mean the fee rate in which the Merchant agrees to pay KTC in relation to usage of financial services provided by KTC or Installment Payment Fees which the Merchant agrees to pay KTC for usage of services for processing installment payment, or any other fee as specified and collected by KTC subsequently, or "Service Fee" in which the Merchant agrees to pay KTC as appears in the terms and conditions and that which shall subsequently be issued, as well as to be inclusive of other financial services usage fees, services usage fees on tools, equipment, communication systems, electronics financial services and/or others as will be determined by KTC.

2.6 "Deposit Account" shall mean the deposit account designated by the Merchant under the KTC Merchant Membership Application Form for which to receive remittance of funds for goods/services and/or for retention of deposit under KTC's terms and conditions applicable to certain types of Merchant Shops.

### Clause 3 Merchant

3.1 KTC reserves the right not to return the KTC Merchant Member Application Form and its ancillary documents to the Merchant, except requests for return of ancillary documents for Merchants not approved for membership where requests are submitted to KTC within 30 days after the Merchant is notified of the results of the consideration. The Merchant agrees that the consideration and approval of KTC Merchant Member according to KTC's condition is under KTC's absolute and sole discretion without any need to provide reasons or justification.

3.2 The Merchant agrees and consents to comply with the Terms and Conditions of this Agreement, different guidelines for provision of services provided by KTC and/or as prescribed by KTC currently or subsequently in all respects. The terms and conditions other than those specified herein shall be in accordance with the criteria which KTC has announced or specifically set out.

3.3 Throughout the duration being a KTC Merchant Member, the Merchant Shop shall display signage or logos or marks of KTC Member Merchants as designated by KTC at each point of service in Thailand for the Payer's notice and use for purchase of goods/services from the Merchant Shop, or until KTC sends out notification to cease usage of the aforementioned signage, logos or marks and the return to KTC or disposal of such upon the termination of membership.

3.4 The Merchant Shop agrees and consents for KTC and those who KTC designates to publish the name, address for usage of card services of the Merchant Shop on print media or any electronic media for the purpose to promote/support/advertise use of cards and/or financial services to increase sales and use of services by the Payer.

3.5 The Merchant Shop acknowledges and consents to the installation of any equipment in relation to promotion/support/advertising for use of cards/financial services to increase sales and use of services by the Payer without objection and claim for remuneration and/or any fees unless agreed otherwise.

3.6 Care of Payment Collection Devices - Merchant Shops have the duty and agree to be responsible for, to exercise care in the keep of payment collection device of KTC, which the Merchant Shop utilizes to be in perfect, safe and ready-to-use condition at all times. The Merchant Shop shall not modify, counterfeit, fix or lose or damage the payment collection device which the Merchant Shop uses aside from that which occurs through normal use. Where the following event occurs, the Merchant Shop agrees to compensate for all losses caused to KTC including fees or damages which KTC must make to other persons (if any);

- (a) through incorrect usage, provided to third persons for use or usage other than for the Merchant Shop's business;
- (b) through intentional or negligent conduct of the Merchant Shop;
- (c) through sub-standard voltage such as power failure, overload, shock;
- (d) through accident or act of God such as water spillage, flooding, fire, lightning for instance;
- (e) usage of payment collection device of other banks or service providers in the provision of service to the Payer instead of KTC's;

3.7 The Merchant Shop agrees to submit or provide information on usage of cards/financial services which the Payers opted for in the payment to the Merchant Shop immediately upon request by KTC.

3.8 The Merchant agrees and consents that the authorized representatives for KTC Online services as specified in the KTC Merchant Member Application Form or as subsequently notified of changes shall have the right to appoint sub-representatives for service usage to review sales reports and tax invoices, generate payment links, and/or perform other actions through KTC Online services in accordance with the methods and conditions prescribed by KTC. The Merchant acknowledges and agrees that any transactions or actions undertaken by the authorized representatives for KTC Online services, sub-representatives for service usage, or any other persons, if performed using the authentication data and/or password related to this service, shall be deemed valid and complete, and shall be binding upon the Merchant as if such actions were performed by the Merchant itself, and the Merchant accepts full responsibility for such actions in all respects.

3.9 Terms and conditions for of KTC Merchant Member. The Merchant agrees and acknowledges that KTC may, as appropriate, amend or terminate the terms and conditions of this Agreement. If there are changes that affect the Merchant's use of the service, KTC will notify the Merchant from time to time through methods as determined by KTC. However, in cases of urgency, KTC may make such changes without prior notice. Any such amendment or termination shall be deemed an integral part of this Agreement.

3.10 The Merchant acknowledges and accepts that in using the services under this Agreement, if the Merchant commits or omits any action fraudulently, or in a manner that causes or is likely to cause damage to KTC, cardholders, or third parties, KTC reserves the right to pursue both civil and criminal legal proceedings and seek full compensation for all damages from the Merchant in this regard.



#### Clause 4 Change of Merchant's Information

4.1 If there are any changes to the Merchant's information previously provided to KTC in the KTC Merchant Member Application Form, the Merchant agrees to immediately notify KTC of such changes in writing. In cases where the Merchant relocates their card acceptance location, changes the name of the card acceptance establishment, ceases operations, or changes their business type from what was originally specified in the KTC Merchant Member Application Form, the Merchant must immediately notify and submit relevant supporting documents to KTC. If the Merchant fails to do so, KTC reserves the right to suspend services and/or terminate this Agreement with the Merchant.

4.2 Any letters, newsletters, notices, or other documents intended for the Merchant shall be deemed legally delivered when sent to the point of service address specified in the KTC Merchant Member Application Form and/or this Agreement, regardless of whether they are actually received. If any documents or monetary transfers sent by KTC to the Merchant fail to reach their destination or are delayed due to the Merchant's failure to notify KTC of changes in their contact information, such notices, documents, or money transfers shall be considered delivered to the Merchant within a usual timeframe, as would have been the case had the correct address been provided.

#### Clause 5 Fee and Payment by Merchant

5.1 KTC will pay the net amount subsequent to deduction of: (a) service fees for provision of financial services compiled from record of sales/evidence of usage of cards or Merchant Discount Rate (MDR) (the aforementioned fees are yet to include Value Added Tax (VAT); and/or (b) fees KTC collects from the Payer and/or from the Card Company; (c) VAT at the rate stipulated by law; and (d) processing fees for depositing into the Deposit Account (if any), to the Merchant Shop by processing remittance into the Deposit Account).

The Merchant Member must verify the accuracy of the funds transferred as described in the first paragraph. If the Merchant Member finds any errors, they must inform KTC using KTC's specified method within 60 days from the date KTC transfers the funds into the Merchant Member's bank account. If KTC does not receive notification within this period, the Merchant Member will be deemed to have accepted that the transferred amount is full and accurate and to have waived their right to dispute the matter.

5.2 Any tax, duty, VAT, expenses and fees imposed by law shall be borne solely by the Merchant.

5.3 KTC reserves the right to make any changes to the conditions on the Fee of for acceptance of all types of cards as specified in the Merchant Member Application Form at any time as notified by KTC to the Merchant from time to time.

5.4 In the event of notification by the Merchant of change in its details of its Deposit Account at any point and for whatever reason, the provisions of this Agreement shall be applicable to the Deposit Account so change in all respects.

5.5 The Merchant agrees to be responsible for any fees and/or expenses owing and payable to KTC and/or for the refund to KTC in the case that the Payer has refused payment, or in the case KTC, as required under this Agreement, must refund payment to the Payer, and/or compensate against any damages occurred to KTC due to a Merchant's breach of terms and conditions of this Agreement or the KTC Merchant Member Manual, and/or the Services Usage Instruction Documents provided by KTC. The Merchant consents for the depository bank to suspend any withdrawal, remittance, deduction of funds from the Deposit Account and/or any other deposit account the Merchant has opened with, in order to cover payment of any debt or damages incurred by KTC from being refused payment by the Payer. In the event that funds within the Deposit Account are insufficient to cover such debt or damages or if the Merchant has no such Deposit Account, the Merchant shall pay such debt or damages to KTC within 15 days of receiving notification from KTC, or within the time specified by KTC and shall allow any set-off between KTC and the Merchant on KTC's order without requiring prior consent from the Merchant.

5.6 The Merchant consents for KTC to suspend/cancel remittance to the Deposit Account for verification purposes, either in whole or in part for at least 180 days without requiring prior approval or notification to the Merchant in each instance or that KTC may deduct funds from the Deposit Account to cover any damages incurred by KTC as a result of the Merchant's breach of the terms and conditions of this Agreement, the Merchant Member Manual, and/or other the Services Usage Instruction documents provided by KTC as well as in instances that can be believed that the Merchant exhibits behavior indicative of intention for fraud or to breach the terms and conditions of this Agreement, the Merchant Member Manual, and/or other the Services Usage Instruction documents provided by KTC.

5.7 The Merchant agrees to maintain balance in the Deposit Account for at least 6 months after the expiration of this Agreement and/or the termination hereof for whatsoever reason to enable KTC's collection for pending transactions from all record of sales/copies of proof of usage of cards that remains to be collected.

5.8 In appointing KTC as an agent for withholding tax deduction at source of payment for fees in Clause 2.5 of this Agreement and to remit the withholding tax on behalf of the Merchant Member, the Merchant Member must sign a letter of appointment and authorization according to the format specified by KTC and duly pay stamp duty or any other processing fees. If the Merchant Member fails to comply with the requirements of this clause, it may affect the consideration for approval as a KTC Merchant Member.

#### Clause 6 Assignment of Rights, Duties and Liability

The Merchant agrees not to assign, in whole or in part, the rights, duties or liability under this Agreement to a third party, unless written approval from KTC has been obtained. Notwithstanding such approval for assignment, the Merchant shall be held liable with the assignee as joint debtors in any loss or damage incurred from or in connection with this Agreement.

#### Clause 7 Sales Processing

7.1 The Merchant shall conduct sales transactions with Payers at the Merchant's shop located in Thailand according to this Agreement, following appropriate and proper commercial use.

7.2 The Merchant shall not pay cash to the Payer and must not accept cards for debt payment that does not arise from the purchase of goods/services from the Merchant. If such conduct is discovered, KTC reserves the right to terminate this Agreement without requiring consent from the Merchant.

7.3 The Merchant shall not process payments for the purpose of transactions that do not constitute legitimate sales of goods or services, including but not limited to: circular transactions between related entities or persons, cash conversion schemes, or any other forms of improper card benefit exploitation. Upon detection of such activities, KTC shall have the right to immediately void the transaction(s) and/or terminate this Agreement without obtaining the Merchant's consent.

7.4 The Merchant shall not process payments for goods/services that differ from the business type declared to KTC. In case of any change in business type, the Merchant must notify KTC immediately.

7.5 The Merchant shall not process payments for goods/services for purposes other than those declared to KTC or misuse the payment instrument.

7.6 The Merchant shall not charge any fees for card usage to the Payer.

7.7 When the Merchant processes sales to Payers presenting cards, the Merchant shall exercise caution in processing as follows:

- (1) Check the completeness of the card such as the format and characteristics of the card, card number validity, and card expiration
- (2) Notify KTC immediately in case of the following incidents or if any card with the following characteristics is detected:
  - (a) when the Electronic Data Capture (EDC)/payment medium malfunctions, or the computer communication system has issues, or
  - (b) the message on the EDC/payment medium displays "Contact Bank" or "Seize Card", or
  - (c) there is reasonable suspicion that the Payer and/or any other person show fraudulent behavior, or the card is being used fraudulently, or



- (d) the card shows signs of modification or changes in numbers, Payer's signature, or any content on the card, or
- (e) clear differences are found between the signature on the back of the card and the signature on the sales record/copy of card usage evidence, or
- (f) other conditions that KTC may notify the Merchant from time to time.

7.8 The Merchant must process multiple consecutive sales transactions as 1(One) transaction per 1(One) Payer, without including advance cash payments or amounts from previous sales transactions. Furthermore, the Merchant shall not split a single sale into 2 or more transactions.

7.9 Unless otherwise specified, in the event that the Merchant agrees to allow the Payer to return goods, cancel services, or receive a price reduction afterwards, the Merchant must submit a refund notification letter in the format specified by KTC and repay KTC the amount that KTC has paid to the Merchant, or consent to KTC deducting funds from the deposit account to refund to the Payer's card account. The Merchant shall not refund cash to the Payer. Moreover, the cancellation of services or price reduction does not obligate KTC to refund the fees specified in Clause 5.1 of this Agreement to the Merchant.

7.10 The Merchant acknowledges that they shall be directly responsible for the goods/services, including returns/exchanges, service cancellations, or subsequent price reductions of goods/services, and/or any other actions related to the sale/service provision to the Payer.

7.11 The Merchant agrees that KTC may decline payment to the Merchant in the following cases:

- (1) Actions and/or omissions that violate this Agreement, the KTC Merchant Member Manual, and/or instruction documents for various service procedures, whether intentionally or negligently by the Merchant, causing damage to KTC, or
- (2) Any illegal actions by the Merchant or intentional fraudulent actions against KTC, or
- (3) When the Payer and/or any other person makes claims or files lawsuits against KTC due to the sale of goods and/or any other transactions under this Agreement with the Merchant, or
- (4) When the Merchant fails to submit sales transaction records/copies of card usage evidence (Merchant Copy), including other sales confirmation documents (that should exist) to KTC.

### **Clause 8 Restrictions on Discriminatory Arrangement; Duty to Cooperate**

8.1 The Merchant agrees to not discriminate against the Payers who wishes to pay for goods/services by card, or create a disadvantage- for example, rejecting card usage, requirement for cash or other credit card payments, charging amounts that are different from customers who pay by cash, or imposing a minimum amount for use of card for payment of goods/services. Any special arrangements such as discount, gift, privilege or giveaway for general customers shall also be offered by the Merchant to the Payers as well.

8.2 The Merchant shall not provide inappropriate goods including entering into any transactions which:

- (1) are against the public policy; or
- (2) deal with the supply of illegal goods; or
- (3) other transactions otherwise deemed by KTC as inappropriate and explicitly prohibited; or
- (4) transactions explicitly prohibited by the Card Company or e-wallet service providers.

8.3 The Merchant agrees to conduct its business in a manner that does not negatively affect the image or reputation of KTC, card schemes, or E-Wallet Service Providers and does not violate public morals, traditions, or any applicable laws, rules, regulations, or requirements related to the operation under these terms and conditions, whether issued by KTC, card schemes, or E-Wallet Service Providers, both existing and as may be amended in the future. If any such amendment affects the Merchant's use of the service, KTC will notify the Merchant from time to time through methods as determined by KTC. The Merchant shall comply with and be bound by such amended laws, rules, regulations, or requirements immediately and automatically upon their effective date.

8.4 The Merchant agrees to exercise its best efforts, at its own expense and responsibility, to resolve complaints, claims or dispute between the Merchant and the Payer that occurs from products or actions that violate any provisions under this Agreement, or from any other actions made by the Merchant.

### **Clause 9 Record of Sales/Copy of Card Sale Slips**

9.1 The Merchant acknowledges that they must keep record of sales/copy of sales slips (Merchant Copy) for no less than the period of at least 13 months. Where KTC requests for such sales slips/evidence of card use/documents showing sale transactions or provision of services by the Merchant Shop, the Merchant shall deliver to KTC, by whatever means, within 10 days of KTC's request. If the Merchant fails to do so, which results in the Card Company's refusal to make payments, or KTC being unable to collect payments from the card member, the Merchant agrees to immediately refund KTC in such amount as appearing in the relevant copies of sales slips/evidence of card use/documents showing selling transactions or provision of services, and/or to allow KTC to instruct the bank with which the Merchant has deposited its money with to suspend any withdrawals or transfers from its Deposit Account or to deduct money from such account and/or any other deposit account opened by the Merchant with such bank to pay off any debts or damages to KTC.

9.2 The Merchant agrees that in case KTC has received the records of sales/copy of the sales slips, if inquiry of the use and/or its validity of the card or the record of sales/copies sales slips is raised, the Merchant allows for KTC to refuse payment or alternatively, where KTC has already made payment to the Merchant before becoming aware of the Merchant's breach of the terms and conditions which contributes to KTC's inability to collect payment from the Payer in any case whatsoever, the Merchant agrees to refund payment to KTC without delay, the equivalent sum of money that KTC was unable to collect from the Payer.

9.3 KTC has the right to inspect record of sales/copies of sale slips together with documentation indicating particulars of sales or services from the Merchant Shop at any point of time for the follows;

- (1) In the hotel business and accommodations, the registration card, Payer's hotel portfolio, or copy of passport or identification card of the hotel guest and/or Card Member, and Card Member's receipts;
- (2) In the airline business, a copy of the air ticket and the boarding pass;
- (3) In tourism, a copy of the air ticket and passport, or a copy of the tourist's identification card and/or Card Member;
- (4) In the carrier lease business, a car rental agreement;
- (5) In the cruise business, an agreement for hire of cruise, and a trip schedule;
- (6) In the department store business, a purchasing list;
- (7) In the made-to-order business, a purchasing order, invoice, postal delivery order and proof of recipient at the destination; and
- (8) In the Insurance business, insurance policy to be provided.

### **Clause 10 Attachment**

If there were a right of claim over for the transfer of money into the Merchant's Deposit Account hereunder that is seized or enforced, or affected by any other similar actions, KTC would join such procedure in accordance with the internal rules specified by KTC, and KTC will not be held liable for the delay of payment if KTC's actions comply with the aforesaid internal rules.



### Clause 11 Confidentiality

11.1 The Merchant shall not disclose any personal information of the Payer (including card number and any information relating to the card), the rate of Fees of the Merchant, and any trade secrets of KTC that the Merchant has come to be aware of through this Agreement.

11.2 The Merchant agrees to take responsibility for any damages or any effects caused from personal information of the Merchant Member along with other information within the systems for payment/financial services provided hereunder, and trade secrets of KTC or other information of the same nature which have been disclosed through possession of the aforementioned information under this Agreement by the Merchant or through receipt of payment/financial services by the Merchant in accordance with this Agreement.

11.3 The Merchant will pay for all damage caused to KTC that is due to, or in relation to the disclosure of card numbers and any other information in relation to the card that had been provided to the Merchant by the Payer.

11.4 The provisions of Clauses 11.1 – 11.3 shall survive the termination of this Agreement.

11.5 The Merchant agrees to comply with the standards for safeguarding card data at the level of PCI DSS (Payment Card Industry Data Security Standard) requirements.

### Clause 12 Termination with Notice

12.1 The Merchant agrees and accepts that KTC has the right to immediately terminate this Agreement by giving the Merchant prior written notice. In the case that the Merchant breaches either one or several of the terms and conditions of this Agreement, or neglects to perform its duties in compliance with the Merchant Member Manual and/or other documents instructing the use of services in each or any categories or any items thereof. In this regards, where KTC has given written notification to rectify such breach within 30 days from the day the notification is given, or is deemed to have been given, but the Merchant has ignored or neglected to rectify the cause of breach within the specified time, KTC may claim against the Merchant for any and all damages, costs and expenses incurred in connection with the recovery, litigation and enforcement (if any) as a result of the termination of this Agreement pursuant to Clause 12 and/or Clause 13.

12.2 Upon termination of the Agreement pursuant to Clause 12.1, the Merchant is under an obligation to pay the Fees for the usage of payment system, and/or all costs and expenses that the Merchant incurred or has not been paid to KTC within 30 days from the receiving date of the termination notice.

12.3 If KTC is subjected to a fine as a result of the Merchant's non-compliance with the Card Company or a card issuer's requirements due mistakes or negligence of the Merchant or the Merchant intended to act fraudulently, the Merchant agrees to be solely liable for the fines incurred by KTC in all respects without KTC's involvement and KTC has the right to notify of termination and this Agreement shall be deemed to be terminated immediately.

### Clause 13 Termination without Notice

Upon occurrence of any one or several of the following events, the Merchant agrees and acknowledges that this Agreement shall be immediately terminated without requiring prior written notice from KTC, and the Merchant shall be liable to compensate KTC, the card company, and/or the card issuer for damages caused (if any):

13.1 The Merchant breaches warranties or conditions under this Agreement or if KTC examines and finds, or has reasonable cause to suspect or believe that:

- (1) The Merchant has no point of service for card acceptance as notified;
- (2) The Merchant processes payment for goods or services that do not match the business type registered with KTC;
- (3) The Merchant appears to be allowing cash-ins or acceptance of debt payment on behalf of other merchants/persons;
- (4) The Merchant provides false information or misrepresentations that may cause material misunderstanding, or conceals any facts that should be disclosed to KTC during the KTC Merchant Membership application process or at any time during the service usage period, including during post-agreement management.
- (5) The Merchant fails to pay fees, service charges, expenses, penalties, equipment repair costs, and taxes (if any);
- (6) The Merchant refuses a request for refund according to terms and conditions of this Agreement;
- (7) The Merchant does not apply the sales listing system including any other systems provided and specified by KTC and/or the card company;
- (8) The Merchant modifies, counterfeits, or uses payment instruments for purposes other than those specified by KTC;
- (9) The Merchant has no recorded receiving payments for goods/services or falls below the threshold set by KTC;
- (10) The Merchant breaches Clause 11 (Confidentiality), including cases where the Merchant or Merchant's employee uses information contained in the card or information of the Payer, which the Merchant or Merchant's employee has come to be aware of under this Agreement for purposes other than specified under this Agreement;
- (11) The service applicant is not the owner or authorized user of the receiving account;
- (12) The Merchant has an exceptionally high number of fraudulent card acceptances or transaction declines than the number permitted by the card company and/or the card issuer;
- (13) The Merchant has a history of their Merchant membership being cancelled by other financial institutions;
- (14) The Merchant has sent a fabricated record of sales/sale slips;
- (15) The Merchant's business or operations contradict laws, public order, good morals, or conflict with policies, regulations, rules, orders, and/or cooperation requests from KTC, card company, card issuer, E-Wallet Service Providers, Bank of Thailand, auditors, and/or authorities controlling or supervising KTC;
- (16) The Merchant has process payments for the purpose of business circulation, cash conversion, or other purposes that are not actual goods or services transactions
- (17) The Merchant has unusual transaction patterns inconsistent with normal business operations, such as repeated transactions in close intervals that disturb KTC's service system;
- (18) The Merchant has or has had a history of being listed as designated persons under the Resolution or Announcement of the United Nations Security Council as persons who commit acts of terrorism (UN List), or has been ordered by the court as designated persons under the law on Counter-Terrorism and Proliferation of Weapons of Mass Destruction Financing (Thailand List), or appears on the Anti-Money Laundering Office's asset freezing and seizure list (AML List), or conducts business with companies or business partners in high-risk areas, or has committed or participated in predicate offenses under the Anti-Money Laundering and Counter-Terrorism Financing Laws as certified by the Anti-Money Laundering Office, whether voluntarily or involuntarily;
- (19) The Merchant demonstrates behaviors or actions indicating fraud or improper conduct that may cause damage to KTC or any other person, whether conducted by the Merchant or related persons;
- (20) The Merchant Member fails to comply with Clause 5.8
- (21) The Merchant operates or has circumstances that KTC considers inappropriate for continuing as a KTC Merchant Member.



13.2 The Merchant ceases operation (except in the event of mergers), is filed for bankruptcy or enters business rehabilitation process, has registration revoked, is suspended from conducting business, undergoes liquidation, or dies (in case the Merchant applicant is a natural person);

13.3 In cases where KTC must comply with regulations, rules, court orders and/or legal requirements, or where there are other necessities that prevent KTC from providing advance notice.

13.4 The Merchant fails to meet the criteria for being a payment service provider (PSP) or the Service Agreement For Payment Service Provider with KTC is canceled or terminated.

#### Clause 14 Consequence of Termination

14.1 Sales transactions made prior to the termination of this Agreement shall remain effective and to be processed until its completion in accordance with this Agreement, unless explicitly agreed otherwise.

14.2 When the terms of this Agreement has expired, cancelled, or terminated, the Merchant must immediately return the allotted payment collection equipment to KTC and shall consent to KTC or its representatives to remove or collect the return of payment collection equipment from the Merchant.

### TERMS AND CONDITIONS FOR PARTICULAR SERVICES

Apart from the aforementioned general terms and conditions, the Merchant agrees to comply with terms and conditions applicable towards each type of services that the Merchant agrees to apply for under the KTC Merchant Member Application Form and/or any service usages that the Merchant will later agree to change or add in accordance with procedures as specified by KTC and specified as follows:

#### Clause 15 Terms and Conditions for Services for Usage of Electronic Data Capture (EDC)

15.1 The Merchant shall use the EDC terminal service, which is considered a type of electronic payment instrument, starting from the date the Merchant receives the installation of the electronic payment instrument at their store or service location in Thailand. If the Merchant does not request any changes to the electronic payment instrument within 3 business days after KTC's installation, the electronic payment instrument shall be considered to be duly installed and in proper working condition.

15.2 The Merchant agrees to maintain the electronic payment instrument as if it were their own property. If such electronic payment instrument is damaged, lost, or destroyed due to the Merchant's actions, which is not caused by normal usage, the Merchant must immediately notify KTC and must compensate KTC for the full amount of the electronic payment medium.

15.3 If the Merchant wishes to relocate the EDC terminal for use outside the current installation location at the store or service location in Thailand as specified in the KTC Merchant application, the merchant must notify KTC in advance. If the Merchant fails to notify, to avoid confusion regarding sales or service transaction data or payment rejection from payers, KTC reserves the right to suspend the electronic payment instrument service until the information is correctly updated. Additionally, the Merchant consents to KTC's ability to suspend fund transfers or withdrawals for verification purposes.

15.4 The Merchant agrees to pay monthly service fees per EDC terminal to KTC, along with other service charges (collectively "EDC Service Fees"), as follows:

- (1) For EDC service fee calculation, the Merchant agrees to pay EDC service fees according to KTC's specified methods under these conditions:
  - (a) For any EDC terminal installed on or before the 15th of the month, the full monthly EDC service fee will be charged for that month
  - (b) For any EDC terminal installed after the 15th of the month, no service fee will be charged for that month
- (2) EDC service fee exemption based on monthly minimum transaction volume (Minimum Volume):
  - (a) If the monthly transaction volume meets the Minimum Volume, KTC will not charge EDC service fees for that month
  - (b) If the monthly transaction volume is below the Minimum Volume, KTC will charge EDC service fees according to applicable criteria

15.5 After the date of this Agreement, if there is no default or breach of Agreement, the Merchant has the right to request additional EDC terminal services throughout the duration of this Agreement by merely notifying KTC in writing at least 30 days in advance, subject to KTC's discretion. The additional EDC terminals shall be considered part of and subject to the terms and conditions of this Agreement.

15.6 Throughout the service period, the Merchant consents to allow KTC or KTC's representatives to inspect the EDC terminal at reasonable times.

#### 15.7 Cancellation of EDC Terminal Services

- (1) If the Merchant wishes to cancel the EDC terminal service, the Merchant must notify KTC in writing at least 30 days in advance, and the Merchant agrees to pay service fees under these conditions:
  - (a) For cancellation notification on or before the 15th of the month, the Merchant is not required to pay service fees for that month
  - (b) For cancellation notification after the 15th of the month, the Merchant must pay the full monthly service fee for that month
- (2) In cases where the merchant has no card transactions through the EDC terminal for a consecutive period of 90 days or more, KTC reserves the right to consider canceling the EDC terminal service and recalling the EDC terminal from the merchant on a case-by-case basis.

#### Clause 16 Terms and Conditions for Payment Gateway Services (for E-Commerce/KTC-Mobile Application)

16.1 The Merchant shall not sell any inappropriate products or prohibited goods, whereby the following businesses are prohibited: (1) weaponry or its components; (2) immoral goods or obscene/lewd media; (3) gambling and/or arrangement or facilitation for gambling; (4) goods with copyright infringement(s); (5) goods subject to legal liens such as pledge, mortgage or hire-purchase; (6) sale of pharmaceuticals or equipment of all categories under physician prescription; (7) dating/matchmaking services; (8) time sharing business; and (9) cigarettes, tobacco, cut tobacco, addictive substances of every kind.

16.2 The Merchant shall specify detailed information and various details concerning the goods/services to the Payer from the time which the Payer commences the transaction on the website for their notice and to prevent any claims of disputes which may subsequently arise in the event that such transactions conducted through the website had been rejected, whereby, at least the following details are to be displayed: (a) Details of the goods/services provided; (b) Details for contacting Customer Service such as telephone number, E-mail address; (c) The Merchant's principal place of business; (d) Currency accepted for payment (Baht currency only); (e) Customer data protection policies; (f) Security policies for acceptance of payment by cards; (g) Policies governing delivery of goods as well as prohibitions against exportation of goods (if applicable); (h) Policies for cancellation and return of goods/services and/or policy of refund for the price of goods/service. Arrange for acceptance of the above details and policies on the Merchant's website in order for the Payer to be informed and accept of such details and policies before proceeding with payment for goods/services via cards; and (i) It is the Merchant's duty to prepare and collect details and information of addresses for delivery of goods or billing information for issuance of invoices to Payer as well as their e-mail addresses and telephone numbers to contact the Payer with. Where information under Clause 16.2 above is given by the Merchant on its website in a foreign language, details of such information must also be accompanied by the Thai version on the same website as well and the said foreign language must be correctly translated to correspond with the Thai text.

16.3 The Merchant will be the party responsible for handling of the purchase or service order and arrange for the delivery or provision of Goods/services under the Card Member's order directly to the Card Member pursuant to commitments it has disseminated and advertised through media under Clause 16.2 where the Merchant agrees to perform in accordance with the following conditions:



- (1) The Merchant must arrange to have the Payer personally fill in their card details on the website in which respect, no details of the Card Member will be retained by the Merchant. However, if the Merchant finds it necessary to retain such information, it must join the Project to Retain Credit Card Information with Card Companies as well as other credit card issuing institutions to which KTC would be extending its services in the future (if applicable);
- (2) The Merchant shall develop a link-up to KTC Payment Gateway's system and/or KTC's Mobile Application with the Merchants' website in order to transmit data on goods/services listing via its website directly to KTC in order to always seek KTC's prior approval for the credit limit on the transaction. If any transaction approved by KTC exceeds the initial credit limit for purchase of goods/services, the result of such approval will be sent by KTC to inform the Merchant to proceed with delivery of goods or services to order accordingly;
- (3) The Merchant must contain content on their website to require the Payer to consent to collection of payment on the card with the card number which the Payer has provided KTC with as well;
- (4) The Merchant will arrange to provide goods/services to the Payer pursuant to features advertised under Clause 16.2 in an up-to-standard packaging/services, where the product is in good condition, void of defects in any way.
- (5) Where the Merchant has opted for the Manual Auth-capture, the Merchant must apply for credit limit approval and provide record of sales for the purpose of payment collection by KTC through access of programs to which KTC requires with the Merchant's Username and Password, nonetheless, must not exceed 7 days from the date of its receipt of the purchase order from the Payer. Should the Merchant be unable to deliver the goods/services to the Payer within the specified period under any circumstances, the Merchant shall cancel/void the transaction, however, must not exceed 2 days from the date of its receipt of the purchase order from the Payer. In this regards, if the Merchant fails to prepare summary of records of sales within the aforementioned period, approval of the Credit Limit for that Payer's particular transaction will be automatically voided/cancelled by KTC immediately and the Merchant will be unable to record the sales for that particular transaction again nor will it be entitled to claim any damages from KTC under any circumstances. Furthermore, where the Merchant is unable to deliver goods/services within the timeframe to which it has informed the Payer via their online channels from the time the Payer makes transaction entry, it shall notify the Payer in writing in such case and must keep records of the notice concerning its inability to deliver the said goods and/or services so as to present to KTC so requested, to enable verification by KTC on the transaction in the event the Payer refuses the transaction for such goods/services.

#### 16.4 Security Deposit

(1) The Merchant/Account's Owner agrees to enter into an "Agreement to Maintain Funds in the Deposit Account and Consent for Deduction(s)" and/or any other agreement in the forms and procedures specified by KTC and the Merchant/Account Owner agrees to maintain funds of deposit in the sum prescribed by KTC as a performance guarantee, and/or guarantee for payment of any debts and/or as guarantee of any of the Merchant's responsibilities towards KTC under this Agreement, whereby, the Merchant/Account Owner may not make any withdrawal of this fund. Moreover, the Merchant/Account Owner agrees and consents for KTC to make an adjustment to increase or decrease the threshold to be maintained in the Merchant's Deposit Account pursuant to the amount of funds as required, terms and conditions of which will be notified by KTC. If the Merchant/Account Owner fails to perform, KTC is entitled to suspend its provision of services under this Agreement until such times that Merchant/Account Owner complies with this provision.

(2) Where funds in the Deposit Account and/or security/ guarantee are insufficient for payment or fall below the value of goods/services, the Merchant/Account's Owner agrees and consents for KTC to enforce against the deposit and/or the guarantee funds in accordance with Clause

16.4 (1) to refund the costs of goods/services to the Payer. However, if the value of the goods/services exceed the sum of deposit and/or guarantee funds, the Merchant/Account's Owner consents for KTC to enforce against any other funds and/ or guarantee funds from other deposit accounts or other accounts or guarantee funds which have been opened by the Merchant/Account's Owner with KTB or other institutions for payment in full to the Payer.

### Clause 17 Terms and Conditions of Service to KTC Merchant Application

#### 17.1 Definition

"KTC Merchant Application Services" shall mean services to which the Merchant agrees to accept card payment for goods/services by downloading and installing application programs or application software of KTC (hereinafter referred to as "KTC Merchant Application") and had registered an account for use of such service according to processes, methods and conditions which KTC stipulates, in order to receive and read information on the cards used for payment of goods/services by the card member and/or for conducting different financial transactions, except for certain transactions which are prohibited by KTC in accordance with its safety policy on merchants' use of services or transactions.

#### 17.2 Terms and Conditions for Service

- (1) Merchants whom agreed to use services of the KTC Merchant Application, must declare their intention to subscribe to such services under the KTC Merchant Member Application Form at the date of application, and/or Application for Amendment of Details of KTC's Merchant Members, and agrees to be bound and adhere to this Agreement and/or KTC Merchant Application Installation Manual, and/or terms and conditions for use of services as announced in the system of the KTC Merchant Application accordingly, both currently existing or shall be determined or amended subsequently in all respects.
- (2) The Merchant acknowledges and agrees that KTC shall not be liable for any damages arising from the Merchant's modification of equipment which creates risks to the Merchant's service usage
- (3) Upon completion of a transaction for the payment of goods or services, the Transaction Payment Result shall be provided to the Payer via the contact method specified by the Payer at the time of the transaction, the method registered with KTC, or as otherwise determined by KTC. The Transaction Payment Result shall serve as evidence of the completed transaction.
- (4) The Merchant acknowledges that KTC Merchant Application is a service that facilitates card acceptance for goods/services payment from cardholders through electronic channels according to methods and conditions specified by KTC. In case of any errors, defects, delays, discrepancies, and damages arising from electronic transmission processes via mobile devices and/or service provider's communication networks and/or merchant's mobile devices and/or merchant's communication network systems, the Merchant agrees that KTC shall not be liable for any damages incurred by the Merchant whatsoever.

### Clause 18 Terms and Conditions for QR Pay Service

#### 18.1 Definition

"QR Payment Service" means a payment acceptance service for goods or services, whereby the Merchant displays a payment code (QR Code) via the KTC Merchant Application, an Electronic Data Capture (EDC) terminal, or other tools as specified by KTC.

"Thai QR Code" means the payment and funds transfer standard as prescribed by the Bank of Thailand under the PromptPay system.

#### 18.2 Terms and conditions of service

- (1) The Merchant may receive payments for goods or services from Payer using credit cards, electronic cards, e-wallets, or funds from the Payer's bank account or PromptPay account. The Payer initiates the transfer and/or payment by scanning the payment code (QR Code) using a device or tool specified by KTC. The payment will be deducted from the Payer's credit card account, electronic card account, e-wallet, or bank account maintained with the respective credit card issuer, e-wallet provider, or bank, as the case may be.



- (2) The Merchant must verify the proof of transfer or payment (e-Slip) from the device or tool specified by KTC. This includes details such as Merchant number, terminal number, transaction amount, and transaction date. Verification must be made in conjunction with KTC's transaction notification system to confirm the payment has been successfully completed before delivering the goods or services to the Payer.
- (3) The payment acceptance limit for the Merchant shall be as specified by KTC.
- (4) In the event that the Payer makes payment for goods and/or services by transferring funds from a bank account or e-wallet through scanning the Thai QR Code, the Merchant shall not be able to void the transaction, issues a refund, or apply a discount to the goods and/or services. The Merchant shall be responsible for refunding the Payer or otherwise reaching a separate agreement with the Payer directly.
- (5) Payments made by scanning the payment code (QR Code) must be performed at the Merchant's payment point or through a channel or method agreed upon by the Merchant and KTC. This is to prevent risks associated with irregular or fraudulent transactions. If KTC detects a violation of this condition and determines that it involves fraud, KTC reserves the right to suspend the fund transfer without prior notice and to immediately terminate the service provided to the Merchant.

## Clause 19 Terms and Conditions of KTC Card Installment Payment Service

### 19.1 Definition

'KTC Card Installment Payment Service' means services which Merchant shop or brand owner of goods/services ("Brand Owner") agrees to participate in the installment payment program for goods/services purchased by the Payer through card payment. The Merchant shall conduct the sales transaction and accept payment for goods/services through EDC machines at the point of sales/service of the Merchant, and/or through the electronic payment services system as provided by KTC, whereby, the Merchant or Brand Owner agrees to pay interest or Fees applicable for the installment payment to KTC according to the terms and condition of the sales promotion program, including the VAT on the Fees imposed on any other fees and services (if any) in place of the Payer. 'Installment Payment Fees' shall refer to additional fees that the Merchant shop agrees to pay on behalf of the Payer as part of the participation in the sales promotions through the Installment Payment Program whereby the Installment Payment Fee shall be charged at a percentage of the monthly rate on the price of goods/services which the Payer transacted via their card under the terms and conditions as specified by KTC. 'Brand Owner' shall mean the manufacturer and/or distributor of goods/services who enters into an agreement with KTC for sales promotions with the Installment Payment Program for the price of goods/services, provided as a service to the Payer under the conditions as specified by KTC during one period or the other, whereby, there is display of details on model and price of the product and the duration for which there is promotion for sales of different goods/services.

### 19.2 Terms and Condition for Service

(1) In the provision of KTC Card Installment Payment Services, the Merchant shall comply with the conditions and procedures and PRODUCT ID as part of the participation in the sales promotions through the Installment Payment Program whereby the Installment Payment Fee shall be charged at a percentage of the monthly rate on the price of goods/services which the Payer transacted via their card under the terms and conditions as specified by KTC. 'Brand Owner' shall mean the manufacturer and/or distributor of goods/services who enters into an agreement with KTC for sales promotions with the Installment Payment Program for the price of goods/services, provided as a service to the Payer under the conditions as specified by KTC during one period or the other, whereby, there is display of details on model and price of the product and the duration for which there is promotion for sales of different goods/services.

### 19.2 Terms and Condition for Service

(1) In the provision of KTC Card Installment Payment Services, the Merchant shall comply with the conditions and procedures and PRODUCT ID of the goods/services according to the list of promotions as announced by KTC from time to time and be processed through the system and devices for collection of payment as follows:

- (a) one (1) transaction per one (1) goods/services provided;
- (b) the transaction of the goods/services provided shall be consistent with the models listed for promotion only;
- (c) the product price is less than (depending on the balance of the Credit Limit as shown in the card) or equals to the product price as informed or according to the product price specified by the Brand Owners at date of the transaction; and
- (d) to key information specified by the Brand Owner i.e. Serial Number, IMEI for instance.

(2) The Installment Payment Fee shall be calculated from the rates as agreed to between the Merchant and KTC;

(3) In case the Merchant defaults on payments, KTC has the right to suspend participation in the Installment Payment Program until KTC receives repayment of debt, whereby, the Merchant consents for KTC to charge interest on default at the rate of fifteen (15) percent until full payment has been made to KTC.

(4) The Merchant agrees to be liable towards any damage caused to KTC in all respects and additionally agrees to pay the Installment Payment Fee including Value Added Tax imposed on such Fees. The Merchant agrees for KTC to deduct funds out of any accounts of deposit as specified KTC's Letter of Consent to Withdraw/Transfer/Deduct from Deposit Account or to transfer the funds into KTC's Deposit Account within 15 days from the date of receiving instruction from KTC, whereby, KTC shall give advance notice to the Merchant on the following matters:

- (a) The Merchant inappropriately exercised its rights under the conditions as prescribed by various Brand Owner or KTC examined and found that any sales was made in bad faith or any other actions which causes KTC suffers damages due to wrongdoing on part of the Merchant;
- (b) Any Brand Owner refuses to pay the Installment Payment Fee to KTC because the Merchant's did not correctly exercise its rights as specified under this Agreement.

(5) The Merchant agrees that any documentation at present and to be specified later by KTC in relation to usage of KTC Card Installment Payment Service under this Agreement, whether currently existing or shall be applicable in the future, shall be deemed as a part of the terms and conditions of this Agreement and the Merchant acknowledges and agrees to be bound by such in all respects.

## Clause 20 Terms and Conditions for KTC FOREVER Points Service

### 20.1 Definition

'KTC FOREVER Points Service' shall mean services for Merchants participating in the program for use of KTC FOREVER Points Program ("Points") instead of acceptance of cash for payment for goods/services of Payer opting for use of KTC FOREVER Points instead of cash to redeem goods/services through automatic transaction. 'KTC FOREVER Point Fees' shall mean fees which the Merchant agrees to bear for goods/services on behalf of the Payer for the total of KTC FOREVER Points and/or total spending through card recorded together with use of Points to redeem for goods/services from the Merchant and shall be calculated based upon rates as determined or as will be determined by KTC. 'Item Code' shall mean the account/name of all goods/services that are included in the KTC FOREVER Points Program at any specified time and prior notified of by KTC through listing of details of the goods/services, the amount of Points required for redemption and the duration for which the promotion of such goods/services are applicable.

### 20.2 Terms and Conditions for Service

(1) KTC will notify the Item Code for the goods/services which are participating in the sales promotion to the Merchant in advance. In each of the redemption for KTC Forever Points, the Merchant shall process such through the EDC device, keying the Item Code as has been notified on in order to receive payment towards the price of the goods/services for Payers using Points instead of cash to redeem for the goods/services as agreed upon and only at the number of Points which has been determined.



(2) KTC FOREVER Point Fees shall be calculated from the value of the goods/services which exceed the value of Points to be redeemed, whereby payment shall be made through card for use of Points in the purchase of goods/service. The Merchant agrees to make payment on behalf of the Payer or at the rates as specified by KTC.

(3) The Merchant agrees that any documentation at present and to be later implemented by KTC in relation to usage of KTC FOREVER Points Service under this Agreement, whether currently existing or shall be applicable in the future, shall be deemed to form part of the terms and conditions of this Agreement and the Merchant acknowledges and agrees to be bound by such in all respects.

## Clause 21 Terms and Conditions for Dynamic Currency Conversion (DCC) Services

### 21.1 Definitions

'Dynamic Currency Conversion (DCC) Service' shall mean a service where the Merchant receives payments for goods/services in such currency as chosen by the Payer such that the value of the purchase will be automatically converted by the system into the currency of the relevant card (Home Currency) or into Baht currency (Local Currency), while the Merchant still provides its goods/services and shall receive payment from KTC in Thai Baht currency.

### 21.2 Terms and Conditions for Service

- (1) The Merchants agreeing to use the DCC Service shall declare its intention to subscribe to services to the form and conditions as KTC will stipulate, whereby the DCC terms and conditions shall be deemed part of the terms and conditions of the KTC Merchant Member Agreement.
- (2) The Merchant agrees for KTC to install programs or systems for provision of DCC Services on the EDC device for the Merchant to collect payments for goods/services either in Thai Baht or in the currencies specified by the foreign card-issuing company and that it is the Merchant's responsibility to care for the EDC device in accordance with the KTC Merchant Member Agreement.
- (3) The Merchant acknowledges and agrees that KTC may increase or reduce the number of the foreign currencies offered under the DCC Service.
- (4) The Merchant agrees to accept the rates and the amount in foreign currencies as determined by KTC and that which KTC has converted based upon the value of the goods/services recorded in Baht currency and displayed on the EDC device as that converted to the foreign currency and appearing through the EDC device to the currency as selected by the Payer for payment for goods/services and shall collect the payments as such.
- (5) In the event that the card member chooses to pay for the goods/services in foreign currency, KTC shall pay to the Merchant for the goods/services sold in Thai Baht by crediting the sum to the Merchant's Deposit Account as notified to KTC in accordance with the procedures and method determined by KTC. Additionally, aside from services being provided through the EDC device, the DCC Service may be provided through other means of payments for goods/services made available by the Merchant or as subsequently offered by KTC, in which case, these terms and conditions shall apply mutatis mutandis.

## Clause 22 Terms and Conditions for U SHOP Service

### Definition

U SHOP Service is divided into 2 types which are:

- 'U SHOP E-Marketplace Platform Service' shall mean services by which the Merchant agrees to utilize space on the website "www.ktc.co.th/ktcushop", application or other electronic media of a similar nature (collectively referred to as 'Platform') of KTC for use of creating a shop in the format and method which KTC determines and as a channel for distribution of goods/services by the Merchant and for online payment for the card members.
- 'Mail Order/Phone Order Service' shall mean services where the Merchant agrees to sell goods/services according to the card member's purchase order made through post, telephone, fax, electronic transmissions, or other methods as prescribed by KTC for the purpose of sale and acceptance of payment for goods/services provided to the card member. The Merchant shall collect payment from the card member's card account corresponding to the card number, credit accounts corresponding with account number of the card member as indicated in the purchase order form or application for credit withdrawal of KTC credit facilities pursuant to its conditions, whereby, payment for goods/services will be accepted through Electronic Data Capture (EDC) machine and/or KTC electronic payment system at the Merchant shop and/or as prescribed by KTC.

### 22.1 Presentation and Provision of Goods/Services

- (1) Goods/services, details, photos which the Merchant provides and/or uploads onto the Platform must be items which exist, are genuine, owned by the Merchant and permitted to be manufactures, imported, distributed and/or legally advertised. Additionally, they must be suitable and not hazardous, expired, illegal, contrary to public order and good morals, or contrary to the rules and regulations imposed by the authorities, the Card Company and other card issuing institutions, and/or breaches work with copyrights, patents, petty patents, trademarks, service marks, certification marks, collective marks, trade secrets and commercial name (hereinafter collectively referred to as "Intellectual Property") of any other persons, whereby the Merchant agrees to be liable for any damages, all which may be caused upon the card member, KTC and/or a third party due to the Merchant's breach of conditions and/or contravention of the laws in relation to the aforementioned.
- (2) In the presentation of good/services through the platform as prescribed by KTC, the Merchant must provide details of the goods/services offered by the Merchant for the card member's complete information and must, at the minimum, contain information on: the details of the goods/services offered, the Merchant's Contact Information (i.e. Company Name, Telephone Number for instance), period of delivery, conditions for cancellation or return or exchange of goods/services and caution and suggestions for use of services/goods, license number or advertising permit and/or method of distribution of goods/services.
- (3) The Merchant warrants that the Merchant has the rights and full capacity to legally acts or conduct any actions in accordance with the law, whereby the Merchant agrees to be bound by, and shall be liable towards any breach in relation to the use of this services, regardless of whether the Merchant acted or permitted other persons to act on behalf of the Merchant under this Agreement in all respects.
- (4) The Merchant warrants that it has good understanding of the rules, requirements including policies for use of this service offered by KTC and that information provided for registration as a Merchant Member, and/or any documentation as appears on the Platform and/or provided to KTC under the terms and conditions for use of service, belong to the Merchant, lawful and without alterations or fabrication and shall constantly keep information updated.
- (5) At any point of time, KTC reserves the rights to delete listings for goods/services or suspend sales of goods/services immediately upon KTC discovering that information, photos, and/or goods/services provided are inappropriate, contains outdated information or has not been permitted to distribute or advertise under relevant laws or illegal or infringes Intellectual Property other persons or has not been permitted by the owner of rights or has not been carried out in accordance with KTC's terms and conditions and requirements and/or any related laws, including against public order and good morals or leads to a deterioration of national culture, regardless of whether KTC receives complaints from any persons or governmental authorities or otherwise, and shall not be required to seek prior approval from the Merchant in any event.
- (6) The Merchant is responsible for issuing the receipt and sales tax invoice of goods/services as required by law to the card members at the expenses of the Merchant in all respects.

### 22.2 Delivery of Goods/Services

- (1) The Merchant agrees that preparation the goods/services, packaging and organizing for delivery of goods/services in accordance with the order of the card member, including to accept exchanges or return of goods/services shall be the sole responsibility of the Merchant, whereby the Merchant



must retain record of confirmation of delivery of goods/services of all types for no less than 12 months for the purpose of use as evidence in the event that KTC and/or other persons including governmental authorities requests for such.

- (2) The Merchant shall deliver the goods/services to the card member to the product description, time period and conditions which the Merchant has informed to the card member, whereby the goods/services that have been delivered shall be in good condition without damages and/or defects. Where the Merchant is unable to deliver the goods/services within the specified time due to depletion of stock or damage, loss, incorrect order or has informed to the card member, whereby the goods/services that have been delivered shall be in good condition without damages and/or defects. Where the Merchant is unable to deliver the goods/services within the specified time due to depletion of stock or damage, loss, incorrect order or the card member demanded for refund for goods/services, damages or other compensation due to the fact that the packaging and/or the delivery of goods/services, for whatsoever reason, the Merchant must notify to the card member and KTC for confirmation on cancellation/voiding of the purchase order and/or approval of the Credit Limit immediately, unless otherwise stipulated by KTC, and/or shall solely reach and understanding with the card member regarding the refund for payment of goods/services or delivery of goods/services again, as well as to be solely responsible towards any costs and damages that have occurred in that regard.

22.3 Cancellation or Return or Exchange of Goods/Services Under Clauses 7.6 and 7.7 of this Agreement, the Merchant agrees and consent to be responsible for returns of goods/services from the card members immediately upon the notification by the card member in exercising their rights to return the goods/services to the Merchant within 7 days from receiving such and/or within the specified periods under this Agreement or as specified by law, as the case may be.

#### 22.4 The Scope of KTC's Liability

- (1) KTC is merely a service provider for the Platform used only for supporting and creation of a channel online distribution of goods/services to card members of the Merchant, whereby, KTC does not participate, nor does it bear any responsibility in relation to the goods/services, display of information, advertising, distribution, delivery, service, warranty, certification of quality, exchange of goods/services or refund of purchase in any event. Where there are complaints or disputes or demand for damages by the card members or other persons including governmental authorities in relation to the aforementioned matters, the Merchant must take responsibility and/or rectify such complaints, disputes, including being solely liable for all damages which occur.
- (2) For the preservation of the Platform's image, in the event of dispute or arguments between the Merchant and the card member, the Merchant agrees for KTC to act as the mediator for resolving the dispute that occurred, whereby, the Merchant agrees to cooperate in the provision of documents and/or evidence as shall be requested by KTC and shall hold KTC's determination as final. Where KTC has investigated and found the cause of dispute to be through the fault of the Merchant, the Merchant agrees to pay damages to the full amount of the value of the foods/services or the full extent of actual damages, including all fines and other costs to KTC immediately upon request in order for KTC to be the representative to deliver the aforementioned compensation to the card member accordingly. In this regard, where the Merchant must provide fines and/or damages, including any costs in processing such to KTC, the Merchant agrees for KTC to promptly deduct from funds in the Merchant's Deposit Account. Where funds in such account is insufficient, the Merchant agrees to remit the balance to KTC until the full amount has been received within 15 days from the date which they have been notified by KTC or within the time period which KTC shall specify, including to agree for KTC to set off amounts owing between KTC and the Merchant as KTC will instruct, without requiring additional consent from the Merchant

### Clause 23. Terms and Conditions for Small and Medium Business (SMB) and Small Merchant Services

#### 23.1 Qualifications of Small and Medium Business (SMB) and Small Merchant

- (1) "Small and Medium Business (SMB) Merchant" means a merchant intending to accept Visa credit card payments with the following qualifications:
- A. As of the date of approval as a KTC merchant, the Merchant must not have previously accepted Visa credit card payments
  - B. Not a company listed on the stock exchange and not affiliated with any listed companies.
  - C. Has accumulated Visa credit card acceptance volume not exceeding 2,400,000 Baht in each 12-month review cycle, counting from the date of approval as a KTC Merchant Member.

- (2) "Small Merchant" means a merchant intending to accept Mastercard credit card payments with the following qualifications:

- A. Within 6 months prior to the date of approval as a KTC Merchant Member, the Merchant must not have previously accepted Mastercard credit card payments.
- B. Not registered for Value Added Tax (VAT).
- C. Has accumulated Mastercard credit card acceptance volume not exceeding 1,500,000 Baht in each calendar year (January 1 to December 31).
- D. Has been approved as a Small Merchant with KTC only.

23.2 KTC reserves the right to approve or cancel the status of Small and Medium Business (SMB) or Small Merchant (as the case may be) and collect the normal Merchant Discount Rate (MDR) applicable to general KTC merchants instead, if any of the following cases occur:

- A. The Merchant's business type does not meet the service conditions of Visa and/or Mastercard (as the case may be), or fails to meet KTC's approval criteria, including cases where the business type has changed or differs from that specified in the KTC Merchant Application Form.
- B. If the Merchant lacks any of the qualifications specified in Clause 23.1.





**1. Transaction Information and Transaction Confirmation of Information (KTC MERCHANT APP)**

Name \_\_\_\_\_ Surname \_\_\_\_\_

Please specify the information below;

Same as KTC Online login email

Specify a new email: \_\_\_\_\_

**2. QR Pay for Electronic Wallets, please provide more information below**

Contact person and Address of shipping locations of QR Pay for Electronic Wallets

Information of Commercial Certificate     Information of the tax invoice address     Others (Please indicate below)

Contact person: Name \_\_\_\_\_ Surname \_\_\_\_\_

Telephone \_\_\_\_\_ Mobile No. \_\_\_\_\_

Shop Name \_\_\_\_\_

House No. \_\_\_\_\_ Village No. \_\_\_\_\_ Building/Village \_\_\_\_\_

Soi \_\_\_\_\_ Road \_\_\_\_\_ Sub-district/Tambon \_\_\_\_\_

District/Amphur \_\_\_\_\_ Province \_\_\_\_\_ Postal code \_\_\_\_\_

Business Hours \_\_\_\_\_

**The Shop Location (English)**

House No. \_\_\_\_\_ Village No. \_\_\_\_\_ Building/Village \_\_\_\_\_

Soi \_\_\_\_\_ Road \_\_\_\_\_ Sub-district/Tambon \_\_\_\_\_

District/Amphur \_\_\_\_\_ Province \_\_\_\_\_ Postal code \_\_\_\_\_

Contact person: Name \_\_\_\_\_ Surname \_\_\_\_\_ Position \_\_\_\_\_

Information of Latitude, Longitude (Ref: Google Map) \_\_\_\_\_

**Information of Telegram**

Telegram Chat ID -----

Mobile phone to receive SMS for confirmation of transaction: +66---

E-mail to receive a transaction confirmation message \_\_\_\_\_



Domain name/URL \_\_\_\_\_

Related Information  SSL  128 bits  256 bits  2048 bits At  Merchant Server  Web hosting

Issued by  Verisign  Entrust  others issued on \_\_\_/\_\_\_/\_\_\_ expired on \_\_\_/\_\_\_/\_\_\_

Merchants using Payment Gateway will receive the results of credit limit approval for the customer’s order via automated services and may access purchase order record via Payment Gateway immediately. The Response URL of the Merchant used for receiving response message from the Payment Gateway must be specified as the following.

Report transaction results via URL (Please indicate below)

URL for Successful completion of transaction \_\_\_\_\_

URL for Notification of unsuccessful transaction \_\_\_\_\_

URL for Notification of cancellation of transaction \_\_\_\_\_

(For example, http://www.yourdomain.com/success.html)

Note: Websites must be registered to the name of the government agency / organization / independent organization / charitable organization / foundation / association / company / partnership or the name of Managing Director / Managing Partner authorized to sign with KTC only.

Shipping policy  No shipping is required (business service)  Shipping Store  by postal  others: \_\_\_\_\_

Return of Goods and Money Refund Policy

No Policy for Refund and Return

Policy of Refund and Return

- Once the goods are returned, full refund is provided.
- Once the goods are returned, a \_\_\_% of the purchase price is refunded provided that refund is requested within \_\_\_day(s) after the purchase order.
- Once the goods are returned, a partial refund shall be made and the Merchant to deduct transportation costs out of the total refunded sum.

Contact Person

Project Contact Person

Name \_\_\_\_\_ Surname \_\_\_\_\_

Telephone \_\_\_\_\_ Mobile No. \_\_\_\_\_ Email \_\_\_\_\_

Operation Contact Person\* (Super Admin)

Name \_\_\_\_\_ Surname \_\_\_\_\_

Telephone \_\_\_\_\_ Mobile No. \_\_\_\_\_ Email \_\_\_\_\_

Technical Contact Person

Name \_\_\_\_\_ Surname \_\_\_\_\_

Telephone \_\_\_\_\_ Mobile No. \_\_\_\_\_ Email \_\_\_\_\_

\*Remark: The designated “Operation Contact Person” will be notified via E-mail to notify whether payment transaction is completed or denied / will be permitted 1 Super Admin User account to access Merchant Administration in order to view data and reports whereby, a number of up to 10 Users can be added by the Super Admin User.

Details for receiving orders of goods and services via Payment Gateway

Credit Card Acceptance Type (select 1 item)

Registered 3D Secure card only  Registered 3D Secure card and no registered 3D Secure card

Remark: 3D Secure means Visa Secure, Mastercard Identity Check, J Secure

Summary of methods for Settlement as requested.

- Manual (Auth-Capture): The Merchant shall send summary of sale orders, or cancel the order manually before 21:00 hours on the date of the transaction date, and within 7 days after the transaction.
- Auto: The Merchant will need to check the transaction and can cancel the order manually before 21:00 hours of each day, after which, the system will finalize all sales orders.

Remark: KTC reserves the right to determine how total orders are calculated, varying depending on the type of business as KTC will deem appropriate.



LETTER OF APPOINTMENT AND AUTHORIZATION FOR WITHHOLDING TAX AGENT AND REMITTANCE ON BEHALF OF THE INCOME PAYER ("LETTER OF APPOINTMENT")

Contract No. \_\_\_\_\_ (Please specify the Merchant Member's tax identification number)

By this Letter of Appointment, (Registered Name) \_\_\_\_\_, Tax Identification Number \_\_\_\_\_ with head office located at \_\_\_\_\_, acting through \_\_\_\_\_

as its duly authorized representative (hereinafter referred to as the "Principal") hereby appoints and authorizes Krungthai Card Public Company Limited, Tax Identification Number 0107545000110, located at 591 UBCII Building, 14th Floor, Sukhumvit Road, North Khlongton, Watthana, Bangkok 10110 (hereinafter referred to as the "Agent") to act on behalf of the principal for the following purposes:

Perform a \_\_\_\_\_% withholding tax deduction at source of payment for service fees/charges incurred in connection with the Agent's Merchant Member services or any other services/transactions between the Principal and Agent that may arise in the future, issue withholding tax certificates at source, submit and file withholding tax returns on behalf of the Principal through the Revenue Department's electronic filing system, and execute all documents and perform any acts that the Agent deems necessary and appropriate to accomplish the purposes set forth in this Letter of Appointment, including but not limited to the authority to appoint sub-agents to perform any of the foregoing acts.

The principal hereby ratifies and confirms all acts performed by the Agent within the scope of this Letter of Appointment, and the principal agrees to be bound by and hold harmless the Agent for all such acts. This Letter of Appointment shall remain in full force and effect from the date of submission of the Application Form for Payment of Stamp Duty in Cash (Form Or. Sor. 4) and until terminate or revocation.

IN WITNESS WHEREOF, the Principal has caused this Letter of Appointment to be executed by its duly authorized representative(s) and affixed its company seal (if applicable) on the date first written above.

Signature of Authorized Representative (1) \_\_\_\_\_
Name and Surname (in block letters) ( \_\_\_\_\_ )
Signature of Authorized Representative (2) \_\_\_\_\_
Name and Surname (in block letters) ( \_\_\_\_\_ )
Signature of Authorized Representative (3) \_\_\_\_\_
Name and Surname (in block letters) ( \_\_\_\_\_ )
Signature of Witness \_\_\_\_\_
Name and Surname (in block letters) ( \_\_\_\_\_ )
Signature of Witness \_\_\_\_\_
Name and Surname (in block letters) ( \_\_\_\_\_ )



REMARK: Please attach a copy of the Application Form for Payment of Stamp Duty in Cash (Form Or. Sor. 4) acknowledged as filed by the Revenue Department and a copy of the receipt from the Revenue Department along with this Letter of Appointment of



LETTER OF APPOINTMENT AND AUTHORIZATION FOR WITHHOLDING TAX AGENT AND  
REMITTANCE ON BEHALF OF THE INCOME PAYER  
("LETTER OF APPOINTMENT")

Contract No. \_\_\_\_\_  
(Please specify the Merchant Member's tax identification number)

By this Letter of Appointment, (Registered Name) \_\_\_\_\_, Tax Identification  
Number \_\_\_\_\_ with head office located at \_\_\_\_\_  
\_\_\_\_\_, acting through \_\_\_\_\_

as its duly authorized representative (hereinafter referred to as the "Principal") hereby appoints and authorizes Krungthai Card Public  
Company Limited, Tax Identification Number 0107545000110, located at 591 UBCII Building, 14th Floor, Sukhumvit Road, North Khlongton,  
Watthana, Bangkok 10110 (hereinafter referred to as the "Agent") to act on behalf of the principal for the following purposes:

Perform a \_\_\_\_\_ % withholding tax deduction at source of payment for service fees/charges incurred in connection with  
the Agent's Merchant Member services or any other services/transactions between the Principal and Agent that may arise in the future,  
issue withholding tax certificates at source, submit and file withholding tax returns on behalf of the Principal through the Revenue  
Department's electronic filing system, and execute all documents and perform any acts that the Agent deems necessary and appropriate  
to accomplish the purposes set forth in this Letter of Appointment, including but not limited to the authority to appoint sub-agents to  
perform any of the foregoing acts.

The principal hereby ratifies and confirms all acts performed by the Agent within the scope of this Letter of Appointment,  
and the principal agrees to be bound by and hold harmless the Agent for all such acts. This Letter of Appointment shall remain in full  
force and effect from the date of submission of the Application Form for Payment of Stamp Duty in Cash (Form Or. Sor. 4) and until  
terminate or revocation.

**IN WITNESS WHEREOF**, the Principal has caused this Letter of Appointment to be executed by its duly authorized  
representative(s) and affixed its company seal (if applicable) on the date first written above.

Signature of Authorized Representative (1) \_\_\_\_\_  
Name and Surname (in block letters) ( \_\_\_\_\_ )  
Signature of Authorized Representative (2) \_\_\_\_\_  
Name and Surname (in block letters) ( \_\_\_\_\_ )  
Signature of Authorized Representative (3) \_\_\_\_\_  
Name and Surname (in block letters) ( \_\_\_\_\_ )  
  
Signature of Witness \_\_\_\_\_  
Name and Surname (in block letters) ( \_\_\_\_\_ )  
Signature of Witness \_\_\_\_\_  
Name and Surname (in block letters) ( \_\_\_\_\_ )



**REMARK:** Please attach a copy of the Application Form for Payment of Stamp Duty in Cash (Form Or. Sor. 4) acknowledged as filed by the Revenue  
Department and showing details of payment for Instrument 23 (Duplicate) along with the Letter of Appointment.