

## **Definition of the Company's Independent Director**

The company's Board of Directors has defined the term "independent director" the same as stipulated in the regulations of the Office of the Securities and Securities Exchange Commission (SEC) and Stock Exchange of Thailand (SET) as follows: -

1. He/she shall not own shares in excess of 1 percent of the total shares with voting rights of the company, the parent company, subsidiary company, joint venture or legal entity that may have conflict of interest. In this regard, shareholdings of parties that are related to the independent director shall be included as shareholding of the independent director.

2. He/she shall not be, or shall not have been, director(s) that had participated in the management, employee, staff, advisor who receive regular monthly wage, or any person authorized to control the company, parent company, subsidiary company, joint venture company, same-level subsidiary, or any legal entity that may have conflict of interest, except in the case that the aforementioned status has been terminated no less than 2 years prior to their appointment.

3. He/she is not related by blood or by legal registration as father, mother, spouse, sibling or offspring, including spouse of offsprings of company executives, major shareholder, or person with authority to control, or person who will be nominated as executive or person with authority to control the company or its subsidiary.

4. He/she shall not have or have had business relationship with the company, parent company, subsidiary company, joint venture or legal entity that may have conflict of interest that may hinder the exercise of free judgment. He/she shall also not be, or have been, a major shareholder, non-independent director or executive of persons that have business relationships with the company, parent company, subsidiary company, joint venture company or legal entity that may have conflict of interest, except in the case that the aforementioned status has been terminated at least 2 years prior to their appointment.

Business relationships stated in Clause 1 shall include trade transactions that arise from normal business activities, renting or leasing real estate, items that relate to assets or services, giving or receiving financial assistance by means of receiving or lending, guaranteeing or giving assets as debt collateral, including other similar behaviors that incur liability of the applicant or the partner to an agreement, whereby payment due to be made by one party to the other is equivalent to at least 3 percent of tangible assets of the applicant or Baht 20 million, whichever amount is lower. In this connection, the calculation of the aforementioned liability shall be based on the method for calculating the value of related items in accordance with the announcement made by the Board of Directors of the Stock Exchange of Thailand with respect to data disclosure and normal practices by listed companies in connection with related items. In calculating the aforementioned liability, any liability that occurs within one year prior to the day when that business relationship with the same person takes effect shall also be included.

5. He/she shall not be, or have been, auditor of the company, parent company, subsidiary, joint venture company or legal entity that may have conflict of interest, except in the case that the aforementioned status has been terminated no less than 2 years prior to the day of their appointment.

6. He/she shall not be, or have been, provider of any professional services, including legal or financial consulting services for which remuneration in excess of Baht 2 million has been paid by the company, parent company, subsidiary, joint venture company or legal entity that may have conflict of interest. In the event that the provider of

any professional services is a legal entity, this requirement shall include major shareholder, non-independent director, executive or manager's shareholding by the aforementioned provider of professional services except in the case that the aforementioned status has been terminated no less than 2 years prior to the day of their appointment.

7. He/she shall not be directors that have been appointed to represent the company's director, major shareholder or shareholder that is related to the company's major shareholder.

8. He/she shall not have any other status that may hinder the expression of independent opinion in regard to the company's performance. Subsequent to the appointment as independent director in accordance with the criteria described in 1-8 above, the independent director may be authorized to participate in making a collective decision that concerns the undertakings of the company, parent company, subsidiary, joint venture company or subsidiary company with similar ranking, or legal entity which may have conflict of interest.