



Purchase Order

PO No. : PO-2019000001
PO Date : January 18, 2019
Contact Person : Shoh Yamaguchi, Admini DGM
Address : Shoh.Yamaguchi@kuraray.com
Tel : +66-(0)9-4738-6503

Supplier: GC Maintenance and Engineering Company Limited
22/2 Pakornsongkrorat Road, Tambon Map Ta Phut,
Amphoe Muang, Rayong 21150, Thailand

Tel: (66)-0-3897-7800
Fax: (66)-0-3897-7900

Item No	Description	Quantity	Unit	Unit Price	Total (BAHT)
1	Professional Service Senior Engineer and Project Control Manager for Harmony Project	1	JOB	91,193,815.00	91,193,815.00
				Subtotal	91,193,815.00
				VAT 7%	6,383,567.05
				Total	97,577,382.05

kuraray GC

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Kuraray GC Advanced Materials Co., Ltd.

山本 博志

Authorized by Hiroshi Yamamoto

Date January 18, 2019

Kuraray GC Advanced Materials Co., Ltd.

22/2 Pakornsongkrorat Road, Tambon Map Ta Phut, Amphoe Muang, Rayong 21150, Thailand
Tel : +66-(0)9-4738-6503, Fax : +66-(0)9-4738-6504

**AMENDMENT NO. 4 TO
PROFESSIONAL SERVICE AGREEMENT
FOR
PROFESSIONAL SERVICE FOR HARMONY PROJECT
Agreement No. 2019-001**

This Amendment Agreement (Amendment No. 4) to PROFESSIONAL SERVICE AGREEMENT FOR PROFESSIONAL SERVICE FOR HARMONY PROJECT, is made on this 1st April 2021 (the “**Amendment Agreement**”).

by and between

KURARAY GC ADVANCED MATERIALS COMPANY LIMITED (“KGC”), having its registered office at No. 555/1 Energy Complex, Building A, 6th Floor, Vibhavadi Rangsit Road, Chatuchak, Chatuchak, Bangkok 10900 Thailand (hereinafter referred to as the “**COMPANY**”), of the one part.

And;

GC MAINTENANCE AND ENGINEERING COMPANY LIMITED, having its registered office at 22/2 Pakornsongrorat Road, Tambon Map Ta Phut, Amphoe Muang, Rayong 21150 Thailand (hereinafter referred to as “**CONTRACTOR**”) of the other part.

(The foregoing are hereinafter referred to collectively as the “**Parties**”, and singularly as a “**Party**”).

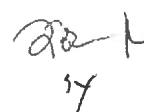
WHEREAS, the COMPANY and the CONTRACTOR have entered into a Professional Service Agreement for Professional Service for Harmony Project, Agreement No. 2019-001 dated January 16, 2019 (the “**Agreement**”).

NOW THEREFORE, both Parties agree to amend the Agreement as follows:

1. To terminate the position of Senior Project Engineer with the effective date on April 30, 2021.
2. Additional hiring Mechanical Supervisor 1 (one) position commencing from 19th April 2021 until 30th November 2021 as per **Attachment I** (Scope of Work of Mechanical Supervisor Position) and **Attachment II** (Schedule of Fees of Mechanical Supervisor Position) of this Amendment Agreement to support for the execution of COMPANY’s project including the technical services, basic and design engineering of projects or modification.
 - Additional total amount 1,434,188.80 Baht (Excluded VAT)

Attachment I and Attachment II shall be an integral of this Amendment Agreement. Except as amended by this Amendment Agreement, all other terms and conditions prescribed in the Agreement including all other Amendments to the Amendment Agreement shall remain in full force and effect.

This Amendment Agreement is made in duplicate, one set of the original copy with the stamp duties affixed is retained by the CONTRACTOR and the duplicate is retained by the COMPANY.



IN WITNESS WHEREOF the Parties have caused this Amendment Agreement to be duly executed here below by duly authorized person(s) together with company's seal affixed (if required) on the date first written above.

FOR COMPANY:

KURARAY GC ADVANCED MATERIALS COMPANY LIMITED

Signed 山本 博志
(Mr. Hiroshi Yamamoto)
President

kuraray GC

บริษัท คุราเร่ จีซี แอดวานซ์ เมททีเรียลส์ จำกัด
Kuraray GC Advanced Materials Co., Ltd.

WITNESS:

Signed 山口 翔
(Mr. Shoh Yamaguchi)
Deputy General Manager, Administration

FOR CONTRACTOR:

GC Maintenance and Engineering Company Limited

Signed วิไลวรรณ สงजारoen
(Mrs. Wilawan Songjaroen)
Managing Director



WITNESS:

Signed เต๋ายู ชาร์นซิลปา
(Mr. Teekayu Charnsilpa)
Vice President commercial service

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Scope of Work of Mechanical Supervisor Position

1. Background

COMPANY and CONTRACTOR have entered into Professional Service Agreement for Professional Services for Harmony Project no.2019-001 dated January 16, 2019 to engage CONTRACTOR to provide the professional manpower to assist COMPANY to execute the Project with high quality, safety, on schedule, in economical and efficient manner, consistent with widely accepted engineering standard and practices for such works and to the satisfaction of COMPANY.

2. Scope of Works



COMPANY wishes CONTRACTOR to provide the additional professional manpower for Mechanical Supervisor position to support Engineering, Construction and Commissioning work for Project with high quality, safety, on schedule, in economical and efficient manner, consistent with widely accepted engineering standard and practices for such works, including but not limited to;

Mechanical Supervisor

Duties and Responsibilities

To support COMPANY for the execution of the Project including the technical services, basic and design engineering of projects or modification as follows;

- Provides schedule and progress appraisal data to the Construction Superintendent as and when required.
- Ensure that contractors comply with all aspects of the Worksite HSE Plan and policy site regulations, permit to work and Customer requirements.
- Perform mechanical rotating construction activities as per drawings, specifications and project documents in accordance with the project field procedures and site instructions.
- Ensure by leadership and guidance that mechanical rotating contracted works meets all practical, commercial, requirements of productivity, quality and contract target completions.
- Routinely study, check and review all contractor scope as detailed in drawings, specifications and instructions, ensuring contractors proper interpretation and compliance.
- Ensure proper change control by issuing Field Instructions for all changes, reviewing Site Queries to ensure responses are appropriate and practical and reviewing Advanced Revision notices prior to issue to contractors to ensure correct use of construction resources.
- Ensure contractors dimensional control methods for checking that the works are properly set out and supervise specialist surveying contractors where necessary.
- Ensure Quality inspectors and contractor supervisors carry out the witness, inspection and surveillance check in accordance with the Quality Plan and the requirements of the Quality Manager.
- Ensure that contractors are working in the required work areas, locations and elevations and that work sequence and interfaces with other contractors are both

coordinated and planned to provide continuous working to meet contract schedules.

- Ensure that all quality control checks and tests are instigated, with records maintained and available.
- Ensure practical security and protection of the works and that all contractor's provisions for temporary plant are fit for purpose.
- Ensure that all construction materials, embedded items, special fixtures are approved for use and that they are stored, protected and available to workplace locations as required.

3. Schedule of Services

The Schedule of Services shall be as follows

Mechanical Supervisor commencing from 19th April 2021 until 30th November 2021

4. Additional Work / Change of Work

If deviations or additional work from any agreed scope of work or activities in respect of the services required by COMPANY during the project, the authorized staff/ representative(s) of COMPANY will notify CONTRACTOR in writing of such deviations or additions to the agreed Scope of Work. Only written requests approved by the COMPANY's representative will be acceptable as additional work.

CONTRACTOR shall promptly, after approval of the additional work, enter into discussions and agreement with the representative(s) of COMPANY on scope of work or activities of the assigned additional work, including the manhour costs associated therewith or related thereto.



Schedule of Fees of Mechanical Supervisor Position

The rates hereunder shall be for CONTRACTOR's personnel who are qualified and have experience in their areas and shall be all inclusive to cover all CONTRACTOR's costs, overheads and profit incurred in the performance of the Services under the Agreement.

1. Remuneration

COMPANY shall remunerate CONTRACTOR in accordance with specify hereunder. The total remuneration shall not exceed 1,434,188.80 Baht.

1.1 Monthly Rate

For the provision of the services to be performed by CONTRACTOR 's personnel, COMPANY shall remunerate CONTRACTOR based on monthly basis included overtime cost against actual timesheets as follows;

No.	Description	Q'TY	Period (Month)	Monthly Rate (THB / Month)	Hourly rate	Amount (THB)
1	Manpower Fee @Year 2021					
1.1	Mechanical Supervisor (Period : April 19,2021 - November 30,2021)	1	8	162,976	926	1,303,808.00
Subtotal 1						1,303,808.00
2	Reimbursed Cost and Expenses					
2.1	Allowance - Oversea ,Service Rate : 80 USD/Day - Outside Rayong 250 THB/Day			Reimbursed Actual Cost + Service fee 5%		
2.2	Accommodation(if have) (or provide by KAC and the condition same as GC staff)			Reimbursed Actual Cost + Service fee 5%		
2.3	Transportation (if have)			Reimbursed Actual Cost + Service fee 5%		
2.4	Air ticket (if have)			Reimbursed Actual Cost + Service fee 5%		
2.5	Standard PPE			Provided by GCME		
2.6	Special PPE			Provided by OWNER		
2.7	Computer			Provided by GCME		
2.8	Table, chair and office facilities /internet			Provided by OWNER		
2.9	Special Training course (if required)			Provided by OWNER		
2.10	Overtime (Estimate 10% of total manhour) (if have)			Reimbursed Actual MH		130,380.80
2.11	Other expenses(if have)			Reimbursed Actual Cost + Service fee 5%		
Subtotal 2						130,380.80
Grand Total						1,434,188.80

Remark:

- Standard working hours 8.00 – 17.00, 8 hours per day, Monday to Friday.
- Rate excluded value added tax (VAT)
- The rate included the following:
 - Salaries, payroll burden, general company overheads (insurance premium, holidays with pay, sick pay, pensions, welfare, general management, office supplies and stationery) and profit.
 - Cost of facilities, computing and data processing services, reproductions and duplication services, general consumables, and local communications.
 - Accommodation and travelling cost within Map Ta Phut, Rayong office

- Thai corporate and personal income tax, remittance tax and stamp duty payable in Thailand according to the laws and regulations in effect at the Agreement effective date.

1.2 Overtime Rate

In the event that working hour subject to prior agreement with COMPANY in excess of standard working hours, the overtime rates shall be applied as follows;

Description	Rates
Overtime rate on regular working day	1.5 times of 80% on hourly rate*
Overtime rate on holiday**: From 8:00 AM to 5:00 PM Before 8:00 AM and after 5:00 PM.	1.0 times of 80% of hourly rate* 3.0 times of 80% of hourly rate*

* The hourly rate shall be calculated based on monthly rate 176 hour month (22 days /week)

** Holiday shall be followed to COMPANY's announcement.

1.3 Reimbursed Cost and Expenses

The reimbursed expenses will be invoiced to COMPANY as the following basis:

Item	Description	Reimbursement Basis
1.	Daily allowance for business trips	<ul style="list-style-type: none"> • 80 USD/ day (outside Thailand) • 250 THB/ day (outside Rayong)
2.	Accommodation cost for working outside Rayong, outside Thailand	Actual cost plus service fee 5%
3.	Travelling cost for working outside Rayong, outside Thailand	Actual cost plus service fee 5%
4.	International communication for working outside Thailand	Actual cost plus service fee 5%
5.	Overtime	Actual cost

1.3.1 Expense for Special Services


Expenses for special services outside the scope of work including third party services such as legal, studies, will be charged at cost plus service fee 5%

1.3.2 Services outside Rayong, Chonburi or outside Thailand

In case COMPANY requests CONTRACTOR for extra services outside Rayong or outside Thailand, the cost and expenses incurred will be responsible by COMPANY for the total number of days required by the extra services and travelling time. Actual expenses incurred will be reimbursed as following:

1) Daily Allowance

The daily allowance of CONTRACTOR's personnel for services outside Rayong, outside Thailand will be invoiced as specified in the table 1.3.


17

2) Accommodation, Travelling and International Communication

The following expenses will be invoiced to COMPANY as specified in the table 1.3:

- Air ticket and transportation at COMPANY's standard, and
- Miscellaneous travel expenses, such as airport taxes, passport, visa, travel permits, etc., and
- All hotel/housing expenses outside Thailand at COMPANY's standard, and
- Local transportation expenses related to the services, and
- International communication expenses related to such assigned services outside Thailand and as appropriated.

3) Other Expenses

Other expenses incurred by CONTRACTOR's personnel who will be assigned the services outside Thailand will be considered by COMPANY prior to the monthly invoicing, and COMPANY reserves its right of determination.

2. Invoicing

Invoice shall be submitted to COMPANY in an original format on the official company note paper bearing company tax registration number, authorized signature and, if applicable, bearing the corporate seal. The currency of the amount due shall be clearly specified and be in line with the payment provision stipulated in item 3, **Payment Term**.

Invoicing address

Kuraray GC Advanced Materials Company Limited
555/1 Energy Complex, Building A,
6th Floor, Vibhavadi Rangsit Road,
Chatuchak, Chatuchak, Bangkok 10900

3. Payment Terms

COMPANY will pay by monthly basis to CONTRACTOR monthly rate including overtime and other reimbursable expenses approval by COMPANY's representative within 30 (thirty) days after received undisputed invoice, payment timing shall be in line with COMPANY regulation.