

**Agreement of Thailand 5G Smart Manufacturing
Project**

BETWEEN



Huawei Technologies (Thailand) Co., Ltd.

AND

TIME Consulting Co., Ltd.

CONTRACT NO: PPA1051THA22122610240923





This **Agreement** is valid from **26th Dec 2022** and is valid till the date **30th June 2023**.

BETWEEN AND BY

Huawei Technologies (Thailand) Co., Ltd., a company incorporated under the laws of Thailand and having its registered office at No.9, G Tower Grand Rama 9, GN01-04, Rama 9 Road, 34th – 39th Floor, Huaykwang Sub-district, Huaykwang District, Bangkok 10310 Thailand (hereinafter referred to as the “Buyer” and/or “Huawei”).

AND

TIME Consulting Co, Ltd, a company registered under the laws of Thailand with its principle business office at Office Tower, 11th Fl, Unit 1101, 944 Mitrtown, 1102 Rama IV Rd, Wang Mai, Pathum Wan, Bangkok 10330 (hereinafter referred to as the “Supplier”, which expression shall wherever the context so admits include its successors-in-title and assigns).

WHEREAS:

The Buyer is desirous of engaging the Supplier for provision of Thailand 5G Smart Manufacturing Project. The Supplier represents to the Buyer that it is capable to effectively and efficiently supply the market research report and consulting service to the satisfaction of the Buyer for the execution of the project.

The Supplier and the Buyer (together herein referred to as the “Parties”) have agreed to enter into this Agreement and to be bound by the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of mutual representations, covenants and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 DEFINITION

In this Purchase Agreement the following terms shall be interpreted as indicated. Words importing the singular only also include the plural and vice versa where the context so requires.

1.1 “**Affiliate**” shall mean: (a) any parent or subsidiary of a Party; (b) any subsidiary of



any parent of a party; (c) any entity: (i) that has an ownership interest in a Party sufficient to give it managerial control of the Party; (ii) in which a Party owns an interest sufficient to give the Party managerial control of the entity; (iii) that has de facto managerial control of a Party; or (iv) over which a Party has de facto managerial control.

- 1.2 **"Confidential Information"** as described in Article 6 (Confidentiality).
- 1.3 **"Day(s)"** shall mean any calendar day including Working Day(s) and any Saturday, Sunday, bank and public holiday in the country where this Agreement shall be performed.
- 1.4 **"Working Day(s)"** shall mean all Days except any Saturday, Sunday, bank and public holiday in the country where this Agreement shall be performed.
- 1.5 **"Party"** shall mean the Supplier and the Buyer respectively and **"Parties"** shall mean the Supplier and the Buyer collectively.
- 1.6 **"Purchase Agreement" or "Agreement"** shall mean this Agreement entered into between the Buyer and Supplier, including all amendments and appendices thereto.
- 1.7 **"Purchase Order"** shall mean a written or electronic order to the Supplier for services to be provided by the Supplier under this Agreement.
- 1.8 **"Telegraphic Transfer"** shall mean the electronic transfer of money affected by a sending bank and a receiving bank from one bank account to another bank account.
- 1.9 **"Territory"** shall mean the country in which the Buyer's principal place of business is located, which is Thailand.

ARTICLE 2 SCOPE OF WORK

The Buyer agrees to purchase the Market Research Report as per the Supplier Proposal in Appendix 2 from the Supplier, and the Supplier agrees to sell the Report and all related rights of the material in the report purchased.

ARTICLE 3 PRICE AND PAYMENT TERMS

- 3.1 The Price is listed in Appendix 1 of this agreement, and it represents the total payment for all services provided by the Supplier to Huawei during the term of this Agreement, and shall be inclusive of any and all fees, costs and expenses incurred by the Supplier in provision of the services, including but not limited to all personnel costs whether direct or indirect, materials, Taxes and Duties , overheads, salaries or wages, profit, supervision, travel expenses, communication costs, office costs, insurance, the fluctuation of exchange rates or any other factors, for the performance of the Agreement.





- 3.2 The currency of this Agreement is Thai Baht (THB). All price listed herein shall be indicated in this currency. All payments generated between both Parties shall be settled and paid in Thai Baht (THB).
- 3.3 Purchase Order(s) released under this Agreement shall state clearly the unit price or total price (excluding VAT) and the VAT, and the invoices issued by the Supplier to Huawei shall state clearly the unit price / total price and the VAT separately.
- 3.4 The Supplier shall be responsible for all other taxes, charges, dues and levies related to this Contract which may be imposed and payable within Thailand from time to time, including but not limited to withholding tax (if applicable) on which Owner shall be entitled to deduct from any payment to Supplier hereunder.
- 3.5 The Parties shall provide bank account details to each other in writing. Any change to the account information shall be notified to the other Party in writing no less than twenty-five (25) days prior to relevant agreed payment time confirmed by signature by authorized representative(s).

ARTICLE 4 WARRANTY

- 4.1 Except as expressly provided to the Buyer, the Supplier hereby disclaims and the Buyer waives all representations, warranties, conditions or other terms (whether express, implied, or statutory), including, without limitation, any warranty, condition, or term (i) of merchantability, fitness for a particular purpose, reasonable care and skill, noninfringement, satisfactory quality, accuracy, or system integration, or (ii) arising from any course of dealing, course of performance, or usage in the industry.
- 4.2 The Buyer shall not make any warranty commitment, whether written or oral to any third parties, on the Supplier's behalf.

ARTICLE 5 LIMITATION AND EXCLUSION OF LIABILITY

- 5.1 Nothing in this Agreement limits or excludes the liability of either party to the other for (a) personal injury or death resulting directly from the negligence of the other party; (b) fraud or fraudulent misrepresentation; (c) a breach of Article 10 (Confidentiality); (d) liabilities resulting from a Party's intentional acts, gross negligence or willful misconduct; or (e) any liability that cannot be limited or excluded under applicable law





5.2 The Supplier's total aggregate liability to the Buyer under this Agreement is limited to the price that has been paid by the Buyer to the Supplier under this Agreement.

ARTICLE 6 CONFIDENTIALITY

6.1 Confidential Information includes all information with respect to a Party's business, operations, finances, technology, personnel, suppliers, customers, patients or business partners that from all the relevant circumstances should reasonably be understood to be confidential and proprietary, or which is marked as confidential, restricted, or proprietary. The terms of this Agreement are Confidential Information of both Parties.

Confidential Information does not include information that is: (a) known to the receiving Party prior to its receipt from the other Party from a source, provided that such source was not known by the receiving Party to be bound by any agreement with the other Party to keep such information confidential, or otherwise prohibited from transmitting the information by a contractual, legal or fiduciary obligation; (b) independently developed by the receiving Party without use of the other Party's protected information or data; (c) in the public domain at the time of disclosure, other than as a result of a disclosure by the receiving Party in violation of this Agreement; or (d) received from a third party with a legal or contractual right to disclose such information or data free of confidentiality obligations to the other Party or to any third party.

6.2 The receiving Party shall not use Confidential Information of the disclosing Party for any purpose other than to perform or receive performance under this Agreement. Each Party hereby undertakes to maintain the Confidential Information received from the other Party during the Term of this Agreement in confidence and to use it only in accordance with the purpose of fulfilling this Agreement. The confidentiality obligation of each Party shall survive any expiration or termination of this Agreement for a period of five (5) years.

6.3 Without the other Party's written consent, neither Party shall disclose the Confidential Information to any third party by any means, including but not limited to the following: each Party's employees, public media, soft copy or hard copy, e-mail, mail, etc.



- 6.4 Each Party hereby agrees to use all reasonable efforts to take such action as may be appropriate to prevent the unauthorized use and disclosure of, and to keep confidential all such Confidential Information, including but not limited to:
- (1) Ensuring that such Confidential Information is disclosed only to responsible employees of the Party who have first been properly instructed to maintain such Confidential Information in confidence;
 - (2) Not disclosing to any third party the terms and conditions of this Agreement or any Confidential Information;
 - (3) The receiving Party shall maintain Confidential Information of the disclosing Party with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances; and
 - (4) The receiving Party shall promptly advise the other Party in writing of any misappropriation or misuse of Confidential Information of the disclosing Party of which the receiving Party becomes aware.
- 6.5 In the event the receiving Party breaches the confidential obligations as herein defined, the disclosing Party reserves the right to terminate this Agreement through a written notice without bearing any responsibility.
- 6.6 The receiving Party shall be liable to and undertakes to indemnify and compensate the disclosing Party for any cost, loss or damage, includes without limitation any loss of revenue or loss of income, arising out of its breach of this confidentiality clause of this Agreement.
- 6.7 The confidentiality provisions of this Agreement will not prevent the receiving Party from disclosing Confidential Information of the disclosing Party to the extent required by a judicial order or other legal obligation, provided that the receiving Party promptly notifies the disclosing Party before complying with the order or demand, and mutually evaluate with the other Party reasonable possibilities to minimize the scope of the disclosure.



ARTICLE 7 FORCE MAJEURE

7.1 For the purpose of this Agreement, Force Majeure refers to an impediment beyond the affected Party's control and the affected Party could not be expected to have taken the impediment and its effects upon its ability to perform into account at the time of the conclusion of this Agreement; and the affected Party could not reasonably have avoided or overcome it or at least its effects, and includes but not limited to:

- (1) War, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- (2) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
- (3) Riot, commotion, disorder, strike or lockout by persons.
- (4) Epidemics or quarantine restrictions, embargoes, blockages, or other actions, restrictions, regulations, disruption of supply chains, disruption of transportation systems, national emergency, or orders of any government agency or subdivision thereof, and
- (5) Sabotage, fire, explosions, labor unrest, or labor shortages, accident, freight, delays occasioned by carriers.
- (6) Natural catastrophes such as earthquake, floods, hurricane, typhoon or volcanic activity.

7.2 If a Force Majeure situation arises, the affected Party shall notify the other Party in writing of such condition and the cause thereof as soon as possible. Unless otherwise directed by the other Party in writing, the affected Party shall continue to perform its obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

7.3 Neither Party shall bear responsibility on failing to implement this Agreement due to any delay or failure to perform any of its obligations pursuant to this Agreement wholly or in part, directly or indirectly, if such delay or failure is due to Force Majeure.

7.4 For the purpose of the definition of Force Majeure, and unless otherwise provided in this Agreement, the impediment shall not include lack of authorizations, of licenses or approvals issued by a public authority of any kind necessary for the





performance of this Agreement.

7.5 The Party claiming Force Majeure shall furnish the sufficient proof of the occurrence and expected duration of such Force Majeure and demonstrating the reasons for its inability to perform, or for its delay in performing, all or some of its obligations under this Agreement within fifteen (15) Days after its notification on Force Majeure.

7.6 After the notification of the affected Party to the other Party, the Parties shall discuss the implementation of this Agreement in good faith. If the Parties cannot reach an agreement to the implementation of the Agreement within thirty (30) Days after their first discussion or the Parties cannot reach an agreement to an alternative to the implementation of this Agreement, and if the impediment or event of Force Majeure subsists for more than ninety (90) Days from the date of occurrence of the event, either Party hereto shall have the right to terminate this Agreement by serving on the other Party a written notice.

ARTICLE 8 INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION

8.1 The Supplier shall indemnify the Buyer against all third-party claims of infringement of patent, trademark or industrial design rights and other intellectual property rights that using of the Market Research Report or any part thereof in the country mentioned in the particular Purchase Order infringes upon any patent or other intellectual property rights of such a third party.

8.2 The big data information provided under this Agreement and the relevant Agreement shall be shared with the Supplier, whereas any and all intellectual property rights (regardless of its form) conceived or developed, whether solely or jointly, by the Supplier under this Agreements shall be owned by the Buyer.





ARTICLE 9 MISCELLANEOUS

9.1 Country of Origin

All services supplied under this Purchase Agreement shall have their country of origin mentioned and stated.

9.2 Amendment of this Agreement

No variation to or modification of the terms of this Purchase Agreement shall be made except for the circumstance where a written amendment is signed by the duly authorized representatives of both Parties.

9.3 Assignment

Neither Party shall assign or subcontract, in whole or in part, its obligations under this Agreement, except that such a Party has informed the other Party in advance and obtained the other Party's prior written consent.

9.4 Language

This Agreement has been prepared and signed in English. All correspondence and other documents pertaining to this Agreement which are exchanged by the Parties shall be written in English.

9.5 Severability

If any provision of this Purchase Agreement is declared by any judicial authority or other competent authority to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and this Agreement will be construed as if such invalid provision had been omitted, and the remainder of the Agreement shall remain valid and enforceable.

9.6 Entire Agreement

This Purchase Agreement, including its Appendices and the Purchase Order that has been accepted by the Supplier, constitutes the entire agreement between the Parties. It sets forth all intended rights and obligations and supersedes any and all previous agreements and representations and guarantees and understandings between the Parties with respect to the subject matter hereof. The headings used in this Agreement are for convenience only and do not modify or explain any of the terms of this Agreement.

The following documents shall be deemed to form and be read and construed





as part of this Purchase Agreement:

- The terms and conditions of this Agreement;
- Appendices to this Agreement; and
- Purchase Order

In the event of any ambiguity or conflict between the contractual documents as listed above, the order of precedence shall be the order in which the above documents are listed.

9.7 Independent Contractor Relationship

The relationship between the Parties is at all times that of an independent contractor and not that of any employee, partner, agent or joint venture with Buyer. Neither Party will have any right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party

9.8 Applicable Law and Arbitration

9.8.1 This Agreement shall be governed by, and interpreted in accordance with, the laws of the Thailand without regard to its principles of choice of law.

9.8.2 The Parties shall endeavor to settle all disputes arising out of this Agreement or in connection with this Agreement in good faith through friendly negotiation. If no settlement can be reached through consultations of the Parties within sixty (60) Days of one Party delivering a written notice of the dispute to the other Party, then such dispute shall be settled in Thailand's courts of law.

9.8.3 The Parties hereby agree that this Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder any Party may seek from a court any provisional remedy that may be necessary to protect intellectual property right including the Confidential Information.

9.9 Notice

All correspondence and written communication shall be communicated to the Parties through the following addresses:





Buyer:

Ms. Duangyiwa Witee

No.9, G Tower Grand Rama 9, GN01-04, Rama 9 Road, 36th Floor,
Huaykwang Sub-district, Huaykwang District, Bangkok 10310 Thailand

E-mail: D.Witee@huawei.com

Supplier:

Ailisa Vachirasrisoontaree

Office Tower, 11th Fl, Unit 1101, 944 Mitrtown, 1102 Rama IV Rd, Wang Mai,
Pathum Wan, Bangkok 10330

E-mail: ailisa.v@timeconsulting.co.th

9.10 General Indemnification

Each Party ("Indemnifying Party") hereto shall hold harmless and indemnify the other Party ("Indemnified Party") for any and all liability arising from accident or injury to any person or property of any third party occurring in connection with the errors, omissions and other actions of the Indemnifying Party or its employees, servants and agents and those of its suppliers engaged in the activities connected with this Agreement.

9.11 Privacy & Security Laws and Compliance

Each Party will comply with all relevant and applicable privacy and security laws, rules and regulations relating to information that it has access to and/or collected with respect to the other Party, customer and/or their patients.

9.12 Termination

The Supplier may terminate this Agreement, if:

- (1) The Buyer materially breaches any provision of this Agreement, and fails within ten (10) Days after receipt of written notice from the Supplier specifying in reasonable detail the nature of such breach, to cure of such breach; or
- (2) unless otherwise expressly stipulated in this Agreement, the Buyer is in delay with the payment in regard of any Payment for more than ten (10) Days; or





- (3) The Buyer has materially violated any applicable law or regulations in the course of performing this Agreement which and the Buyer fails within ten (10) Days after receipt of written notice from the Supplier specifying in reasonable detail the nature of such violation, to cure such violation; and in case of violation of any applicable anti-corruption law with immediate effect upon written notice, or
- (4) any bankruptcy proceedings are instituted before a court of law against the Buyer which proceedings are not dismissed within thirty (30) Days.

IN WITNESS, whereof the Parties hereto have caused this Purchase Agreement to be executed by their authorized representatives on the day and year first above written.

Huawei Technologies (Thailand) Co., Ltd.	TIME Consulting Co., Ltd.
Authorized Signature :	Authorized Signature : <i>Jaddit S.</i>
Name :	Name : <i>Jaddit Sangkittivan</i>
Title :	Title : <i>Managing Partner</i>
Date :	Date : <i>28 Dec 2022</i>

TIME
CONSULTING CO., LTD.
บริษัท ไทม์ คอนซัลติ้ง จำกัด

Jaddit S.





1.1

APPENDIX 1 – PRICE LIST AND PAYMENT TERMS

Item No.	Description	UOM	Qty	Unit price
1	Part 1: Report of Thailand 5G Smart Manufacturing Industry Insight Report	Set	1	THB 400,000.00
2	Part 2: Report of Thailand 5G Smart Manufacturing Industry interview Report	Set	1	THB 150,000.00
SUBTOTAL				THB 550,000.00
VAT 7%				THB 38,500.00
GRAND TOTAL				THB 588,500.00

1.) Payment terms: One Hundred percent (100%) of the Purchase Order amount shall be invoiced after the completion of the delivery of the products/services and the services are accepted by the Huawei. The payment will be made within 30 days by Telegraphic Transfer (T/T) after receipt of the following payment documents and on verification by the Huawei Finance Dept.

- i.) Copy of Purchase Order and Variation Order(s) if any
- ii.) Original combined tax and commercial invoice
- iii.) Acceptance Report (if applicable)

2.) The Supplier shall submit qualified payment documents to Huawei's Payment Document Receiver which endorsed with receiving date. Any incomplete payment documents will be returned to the Supplier

3.) Huawei pays for the following payment in a centralized manner through T/T (Telegraphic Transfer) on every Tuesday ("Centralized Payment Day") :

- a.) The invoices that are provided by the supplier and meet the conditions agreed by both parties.
- b.) The payment credit term expires on the natural week (from Monday to Sunday) of the centralized payment day.

4.) Please take note to include all Withholding taxes (WHT), duties and other payables to the Thailand Government, as this deduction will be deducted from the final payment to your company and you need to consider the cost if any.

Invoices raised by the Supplier shall be delivered to the recipient and address below:

CONTACT PERSON FOR INVOICE/PAYMENT:

Name of the Recipient: Ms. Hataitip Ondeeikul
HUAWEI TECHNOLOGIES (THAILAND) CO., LTD. (Head Office)
No. 9, G Tower Grand Rama 9, Room No. GN01-04, Rama 9 Road, 34th-39th Floor,
Huaykwang Sub-district, Huaykwang District, Bangkok Metropolis, 10310
TAX ID: 0105544059925





Email: hataitip.ondeekul@huawei.com

Tel: +66-20958000

APPENDIX 2 – ACCEPTANCE CRITERIA

Payment terms: One Hundred percent (100%) of the Purchase Order amount shall be invoiced after the completion of the delivery of the products/services and the services are accepted by the Huawei. The payment will be made within 30 days by Telegraphic Transfer (T/T) after receipt of the following payment documents and on verification by the Huawei Finance Dept.

Acceptance Materials	Acceptance Criteria
1. Market insight of smart manufacturing sector in Thailand. Consultation report to show top factory ranking in different category and related information.	1. Summary report of Thailand manufacturing industry scanning
2. Report summary for in-depth executive interview of target enterprise and factory.	2. Summary table of manufacturing industry ranking in Thailand
3. Recommendation for possible market and opportunity in Thailand regarding to 5G smart manufacturing solutions	3. Report of target factory executive interview and key findings
	4. Final Thailand 5G smart manufacturing report with recommendation

