

ADVISORY SERVICES CONTRACT

BETWEEN



PTT Public Company Limited

AND

CONTRACT NO. PTT.....



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PART I STANDARD CONDITIONS

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ADVISORY SERVICES CONTRACT FOR

This Contract is executed at PTT Public Company Limited on the day all parties have affixed their signatures, by and between:

PTT PUBLIC COMPANY LIMITED
555 VIBHAVADI RANGSIT ROAD
BANGKOK 10900, THAILAND

Tax Identification Number 3030362957

hereinafter referred to as “PTT” of the one part, and

[ADVISOR’s NAME], a company duly incorporated and existing, under the laws of [.....], having its principal office at [.....].

Tax Identification Number

(in case of consortium to change wording to [ADVISOR’s NAME], consists of:

(1) [.....], a company duly incorporated and existing, under the laws of [.....], having its principal office at [.....].

Tax Identification Number

(2) [.....], a company duly incorporated and existing, under the laws of [.....], having its principal office at [.....].

Tax Identification Number

(3)etc.....;

which shall be jointly and severally liable to PTT in performing under this Contract,

hereinafter referred to as, “ADVISOR” of the other part.

WHEREAS:

A. PTT desires to retain ADVISOR to perform [in cases of consortium to add wordings “jointly and severally”] advisory services (hereinafter called “Services”) in connection with under the terms and conditions set forth in this Contract.

B. ADVISOR desires to [in cases of consortium to add wordings “jointly and severally”] undertake performance of Services under the terms and conditions set forth in this Contract.

In consideration of the agreement herein contained, the parties hereto mutually agree as follows:



DEFINITIONS AND INTERPRETATION

ARTICLE 1 DEFINITIONS

- 1.1 "Project" means the
- 1.2 "Services" means
- 1.3 "Contract" means this Contract and the documents referred to hereto as Exhibits.
- 1.4 "Effective Date" means the date of commencement of execution of Services as set forth under Article 14.
- 1.5 "Completion of Services" means the point of time which has been agreed as referenced to in Exhibit.... and PTT has approved thereof by written notification to ADVISOR or a point of time hereafter as mutually agreed by authorized representatives of both PTT and ADVISOR.
- 1.6 "Contract Price" means the total price of ~~to~~ the Scope of Services performed under this Contract as set forth in Article 17.
- 1.7 "Business Day" means a day on which banks are open for business - in Bangkok, Thailand.
- 1.8 "Working Day" means a day that PTT's head office is open for business operation.
- 1.9 "B", "Baht" and "Bahts" means the lawful currency of the Kingdom of Thailand.
- 1.10 "US\$" and "USD" means the lawful currency of the United States of America.

[***Should this Contract involve other foreign currencies, be reminded to also define such currency(s)***]

ARTICLE 2 INTERPRETATION

- 2.1 The hHeadings in the Contract shall not be used in its interpretation.
- 2.2 Words importing the singular include the plural and vice versa.
- 2.3 Words denoting the masculine gender include the feminine gender and both shall include the neuter gender.
- 2.4 If there is conflict or any inconsistency between provisions of the Contract and the Exhibit, the terms of the Contract shall prevail. In case of conflict or any inconsistency between the terms of any Exhibits, ADVISOR shall conduct following PTT's discretion and



ADVISOR has no right to claim for any additional Contract Price, damages or any expenses from PTT.

ADVISOR'S OBLIGATION

ARTICLE 3 SCOPE OF SERVICES

Services to be performed by ADVISOR under this Contract shall be as agreed to in EXHIBIT Exhibit ...

ARTICLE 4 CHANGE OF SCOPE OF SERVICES

- 4.1 PTT may request any change in, deletion from, and/or addition to the Services (hereinafter called "Change").
- 4.2 Such Changes in Service(s) and price alteration occurred as a result of such Change shall, unless otherwise agreed by PTT, be amended by written amendment to the Contract and shall in no way affect the rights or obligations of the parties hereto except as provided herein and all provisions of this Contract shall apply to such Changes unless otherwise expressly stated.
- 4.3 Should any Changes in Services under this Article 4 prevent, delay or prejudice ADVISOR from or in fulfilling any of the obligations of ADVISOR set forth in this Contract, ADVISOR shall so notify PTT and PTT shall, in writing, confirm or withdraw the Change. If the Change is confirmed, the said obligations shall be modified appropriately by a written amendment.
- 4.4 Should PTT request, ADVISOR agrees to perform services other than those specified in Article 3 and this Article 4 that are required or necessary in connection with the Project.

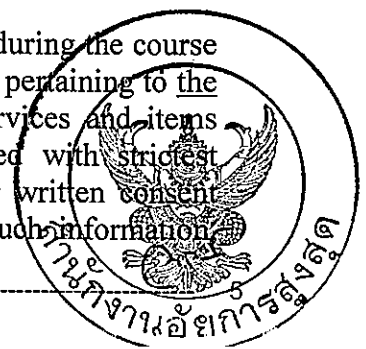
ARTICLE 5 SCHEDULE OF SERVICES

The Services to be performed by the ADVISOR shall be in conformance with the Schedule for the Services which is appended to this Contract as part of Exhibit....

The ADVISOR shall complete the Project within [to specify the date]. If however such date is not attainable due to a delay out of the control of the ADVISOR, the ADVISOR shall continue to perform the Services for the time necessary to complete the Pproject. This extension will require written approval from PTT.

ARTICLE 6 CONFIDENTIALITY

- 6.1 All information obtained by ADVISOR from PTT during the course of the Services, all records or documents from PTT pertaining to the Services, as well as the final result(s) of the Services and items which are marked "Confidential" shall be treated with strictest confidentiality. ADVISOR will not, without prior written consent from PTT, disclose to a third party or publish such information.



records, documents or results, except :

- 6.1.1 Information which at the time of disclosure is generally available to the public, provided that such information did not enter public domain as the result of a breach of this Contract undertaking.
- 6.1.2 Information which after disclosure becomes generally available to the public by another party which is not ADVISOR.
- 6.1.3 Information which ADVISOR can show was in its possession prior to disclosure hereunder and which was not acquired directly or indirectly from PTT.
- 6.1.4 Information which is a requirement to be disclosed by law, regulation, government order or order of any competent court or tribunal.
- 6.2 ADVISOR undertakes that both during the term of the Contract and for a period not longer than 10 (ten) years from Effective Date it shall:
 - 6.2.1 preserve and use its every reasonable efforts to cause its personnel to preserve the secrecy of any confidential information
 - 6.2.2 not disclose to any third party any confidential information except in accordance with Article 6.1 or for the purpose of rendering the Services in which case ADVISOR shall bind such a third party to secrecy in similar terms to that set forth under this Article 6.
 - 6.2.3 not use any confidential information other than for rendering the Services.
- 6.3 Subject to the right of third parties such as financial advisor the copyright in any confidential record, supplied to ADVISOR under the Contract shall, in the absence of any express provision to the contrary stated therein, be vested in PTT.
- 6.4 If any drawing, specification standard, requisition or other documents furnished by ADVISOR contains any special or proprietary information originating with ADVISOR, ADVISOR shall so inform PTT in writing. Such special or proprietary information shall only be incorporated in the Services with PTT's consent and shall only be divulged to third parties with ADVISOR's prior agreement and then only under an appropriate pledge of confidentiality.

The foregoing obligation of confidentiality shall not apply to



- 6.4.1 Information which at the time of disclosure is in the public domain.
- 6.4.2 Information which after disclosure hereunder become part of the public domain by publication or otherwise through no fault of the person receiving it.
- 6.4.3 Information which is received from a third party in lawful possession of such information which is not an obligation of confidentiality to ADVISOR.

PTT'S OBLIGATION

ARTICLE 7 PTT'S ASSISTANCE

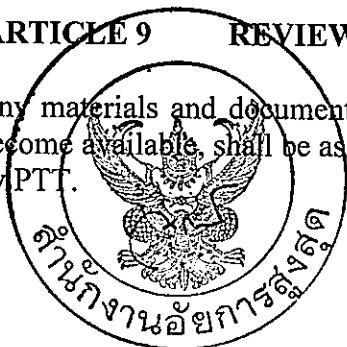
- 7.1 To enable ADVISOR to continuously execute the Services, PTT shall provide assistance in the following areas:
 - 7.1.1 The supporting documents for the application for and receipt of licenses, work permits, and authorities required to enable ADVISOR and their personnel to perform the Services in Thailand as necessary.
 - 7.1.2 Any necessary and relevant information available at PTT's head office;
 - 7.1.3 PTT shall designate a representative (s) who shall coordinate with ADVISOR in connection with the Services.
- 7.2 Any assistance information or approval given by PTT to ADVISOR during the performance of the Services shall not relieve ADVISOR from their responsibilities under this Contract.

ARTICLE 8 INSPECTION OF SERVICES

ADVISOR agrees to permit the authorized representative of PTT, upon reasonable notice, to inspect activities of work pertinent to the Contract, and to interview his personnel engaged on the Services to such extent as PTT deems necessary.

ARTICLE 9 REVIEW AND APPROVAL

Any materials and documents related to the Services prepared by ADVISOR, as they become available, shall be as and when required by PTT, subject to review and approval by PTT.



PERSONNEL

ARTICLE 10 ADVISOR'S PERSONNEL

- 10.1 Before commencement of the Services, ADVISOR shall submit to PTT the list of its key personnel along with their resumes to PTT.

ADVISOR shall not replace any of its key personnel, unless informed PTT [7 (seven)] Working Days in advance.

- 10.2 In providing the Services, ADVISOR undertakes to apply its full knowledge and professional skill and shall ensure that its personnel assigned under this Contract shall be fully qualified, experienced and competent.

- 10.3 The assignment of any personnel to this Project, ADVISOR shall inform PTT [7 (seven)] Working Days in advance.

- 10.4 Reassignment or Replacement - ADVISOR may reassign or replace any personnel working on this Project provided that the replacement personnel have equal ability to perform the Services provided that ADVISOR shall inform PTT [7 (seven)] Working Days in advance for any reassignment or replacement. Any expense(s) incurred in connection with such reassignment or replacement shall be borne by ADVISOR.

- 10.5 Replacement for Cause - PTT shall have the right at its discretion to request ADVISOR to replace any of its personnel if PTT reasonably considers that such personnel has misconduct himself or does not have the ability or is unable to perform his job satisfactorily. ADVISOR shall comply with such request immediately and shall take such instant measures to carry on his its duties without delay. Any expense(s) including labour cost(s) in connection with such removal shall be borne by ADVISOR.

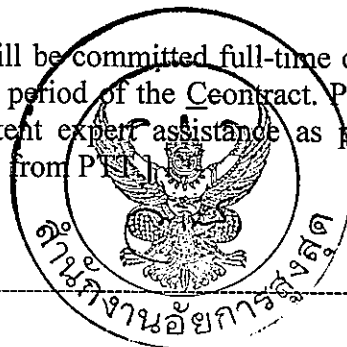
- 10.6 ADVISOR shall designate a representative to be responsible for the professional conduct and general behavior of all personnel directly concerning the Services under this Contract and shall be the person to be contacted by PTT.

- 10.7 ADVISOR's personnel will devote themselves to the efficient Completion of the Services under this Contract. PTT will not be charged for or bear burden of any personnel while such personnel is executing work other than the Services under this Contract.

[10.8

Insert only if
necessary
*****]

The key personnel resources will be committed full-time on location at the PTT's site for the whole period of the Ceontract. Part-time or offsite administrative and content expert assistance as permissible only with prior written approval from PTT.



PERFORMANCE SECURITY AND LIABILITY

ARTICLE 11 PERFORMANCE SECURITY

As a guarantee for the due and proper fulfillment of the Contract, ADVISOR shall submit to PTT a performance security in form of each deposit, certified cheque, Thai Government Bond, bank draft payable to PTT or, an irrevocable bank guarantee issued by a first class bank doing business in Thailand and acceptable to PTT.

The performance security shall ensure payment of any obligations, damages, liquidated damages, or expenses for which ADVISOR may become liable to PTT.

The value of the performance security shall amount to 10% (tTen pPercent) of the total Contract Price and shall be denominated in the currency of the Contract.

The performance security shall be submitted to PTT prior to the Effective Date of this Contract as specified in Article 14 or the day the ADVISOR has affixed its signature, whichever is the earlier and shall remain valid and in full force and effect until all of its obligations have been fulfilled.

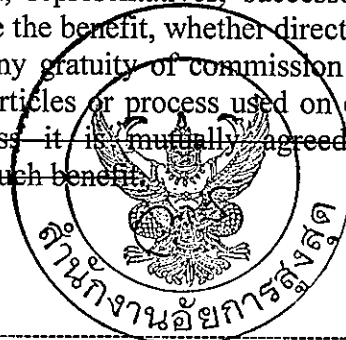
In the event that the performance security is deducted or depreciated or not fully covered and valid during the term of the Contract, the ADVISOR shall submit a new performance security or increase the performance security with full amount as stipulated in the third paragraph, as the case may be, to PTT within(.....) calendar days upon receipt of written notification from PTT.

The performance security shall be released to ADVISOR after the ADVISOR has discharged all its obligations under the Contract to PTT.

ARTICLE 12 LIABILITY AND RESPONSIBILITY

12.1 ADVISOR shall exercise all reasonable skill, care and diligence and efficiency in the performance of the Services under the Contract and carry out all ~~its~~ his responsibilities in accordance with recognized international professional standards. The ADVISOR, ~~its~~ his employees and sub-contractors, while in Thailand where the Services are being carried out, shall respect the law and customs of Thailand. The ADVISOR shall replace employees and sub-contractors who commit serious violation of the laws of Thailand with others of equal competence satisfactory to PTT at the expense of the ADVISOR.

12.2 ADVISOR's personnel, representatives, successors and permitted assignees shall not have the benefit, whether directly or indirectly, of any royalty on or of any gratuity of commission in respect of any patented or protected articles or process used on or for the purpose of the Contract ~~unless it is mutually agreed in writing that ADVISOR shall have such benefit.~~



ARTICLE 13 INDEMNITY

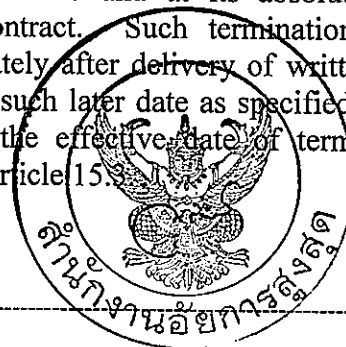
- 13.1 ADVISOR shall indemnify, protect, defend and hold harmless PTT and its directors, officers, agents and employees from and against all losses, damages, liabilities and claims, including legal expenses, arising out of or relating to the performance or obligation of ADVISOR under this Contract, ~~provided that such losses, damages, liabilities and claims shall occur as a consequence of the errors or omissions on the ADVISOR's part~~ howsoever arising.
- 13.2 In case of the whole of the Services was delayed due to the ADVISOR's fault, PTT shall be entitled to claim a penalty of 0.1% (zero point decimal one) percent) per day of the Contract Price for each day of delay.

EFFECTIVENESS, DURATION AND TERMINATION**ARTICLE 14 EFFECTIVE DATE**

This Contract shall become effective as from and on _____.

ARTICLE 15 DURATION AND TERMINATION

- 15.1 The Contract shall come into force on its Effective Date by virtue of Article 14 and shall terminate as hereinafter indicated in this Article 15.
- 15.2 The Contract shall normally terminate upon the expiration of ADVISOR's responsibilities and liabilities.
- 15.3 In addition to the regular termination as described in this Article 15, PTT is entitled to the following:
- 15.3.1 Terminate the Contract if PTT is of the opinion that ADVISOR has not exercised the professional skills and care which can be expected from ADVISOR as provided herein. In such case, PTT will notify ADVISOR in writing specifying the reason(s) of termination. Should ADVISOR fail to satisfy PTT within 30 (thirty) calendar days from the date of receiving the said written notice, PTT is entitled to terminate such Contract; or
- 15.3.2 PTT may at any time and at its absolute discretion to terminate the Contract. Such termination shall become effective immediately after delivery of written notice to the ADVISOR or on such later date as specified in such notice, such date being the effective date of termination for the purposes of this Article 15.3.



15.4 In the event of the notification to terminate the Contract under Article 15.3 or Article 15.7 or in the event of termination under Article 15.2 ADVISOR shall either immediately or upon such other date as is specified in the notice under Article 15.3:

15.4.1 Discontinue its performance of the Services if termination has occurred according to Article 15.3.

15.4.2 Assign to PTT to the extent required by PTT all rights and duties and obligations concerned therewith by virtue of Article 20.

15.4.3 Terminate all obligations with third parties not assigned to PTT pursuant to the terms of this Contract.

15.4.4 Deliver to PTT all plans, schedules, documents and all other data prepared by ADVISOR, its other ADVISOR, and all documents and other data supplied to ADVISOR by or on behalf of PTT.

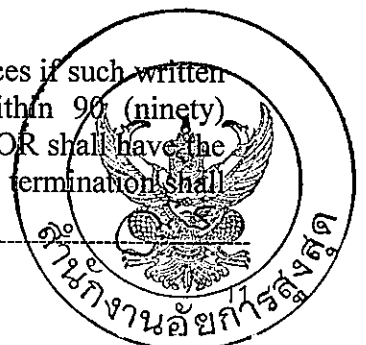
15.4.5 Notwithstanding the provisions of this Article 15, the provisions of Articles 6 and 25.2 shall survive the termination of this Contract.

15.5 In the event of termination, ADVISOR shall be entitled to all sums due to ADVISOR in accordance with Article 18 up to the effective date of termination ~~including any reasonable expense for the demobilization~~. If PTT terminates this Contract prior to the date a payment installment becomes due, ADVISOR shall be entitled to a fair and reasonable proportion of such payment installment based on the number of days worked since the later of (a) the Effective Date and/ or (b) the date of approval of the Report.

15.6 PTT has the right at any time and at its absolute discretion to suspend all or any part of the Services by giving no less than 10 (ten) Working Days notice to ADVISOR. Such notice of suspension shall be given in consultation with ADVISOR and shall give the Scope of Services to be suspended and the effective date thereof.

In the case of such suspension, ADVISOR shall be compensated for all reasonable costs incurred by ADVISOR as of, and all fees for the Services rendered to the effective date of the suspension up to the date PTT notifies ADVISOR to resume or terminate the Services. The Services or any part thereof as suspended shall be resumed by ADVISOR as soon as possible after receipt of written notices from PTT to proceed therewith.

In the case of suspension of the whole of the Services if such written notice to resume the Services is not given within 90 (ninety) calendar days after the date of suspension, ADVISOR shall have the right to notify PTT of its intention to terminate and termination shall



be effective 30 (thirty) calendar days after PTT's receipt of such notification unless notification of resumption of the Services is given by PTT. In which event termination shall be in accordance with this Article.

15.7 PTT shall be entitled by written notice to ADVISOR to terminate all or any part of the Services without prejudices to any other rights and remedies under the Contract when ADVISOR is deemed to be in breach of the Contract under the following circumstances:

15.7.1 Failure by ADVISOR to comply with any fundamental condition of this Contract except where such non compliance arises from Force Majeure circumstances envisaged in Article 16 or from some other circumstances accepted by PTT as justification for the said non compliance provided that PTT shall give ADVISOR a minimum of 15 (fifteen) Working Days following receipt of termination notice in writing to remedy the said failure and provided that ADVISOR upon receipt of such notice commences with all due diligence to correct the said failure then no breach of Contract shall be deemed to have occurred;

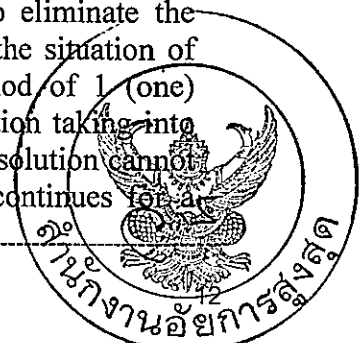
15.7.2 Bankruptcy, insolvency, judicial or extra judicial liquidation of ADVISOR or the making of any receiving order against ADVISOR.

Should PTT exercise their rights to terminate the Services in accordance with the provisions of this Article 15.7, ADVISOR shall be entitled to payment only for the Services performed up to the effective date of termination and PTT shall have no liability to ADVISOR for any damages or loss of profit sustained by ADVISOR as a result of termination. In such event of termination, the provisions of the Contract shall remain in force and effect only as to all Services performed prior to the effective date of the termination.

ARTICLE 16 FORCE MAJEURE

16.1 If either PTT or ADVISOR is rendered unable in whole or in part, by Force Majeure, to perform or comply with any obligation of the Contract, upon giving notice and full particulars to the other party, such obligation shall be suspended during the continuance of the inability so caused and such party shall be relieved of liability for failure to perform the same during such period.

16.2 Both PTT and ADVISOR shall make all efforts to eliminate the situation of Force Majeure as soon as possible. If the situation of Force Majeure cannot be eliminated within a period of 1 (one) month, the parties shall meet to find a suitable solution taking into account the interests of both parties and if a suitable solution cannot be achieved after the condition of Force Majeure continues for 45



period of 3 (three) months either party may terminate the Contract.

- 16.3 For the purpose of this Article 16 Force Majeure shall have the same meaning as enacted in the applicable Thai Civil and Commercial Code such as acts of God, act of civil or military authority, war, civil commotion, explosion, fire or earthquake, strikes and lock-outs.

PAYMENT

ARTICLE 17 REMUNERATION

17.1 **Basis for Remuneration**

The remuneration of ADVISOR charged to PTT under this Contract shall constitute their only remuneration in connection with the Contract and neither ADVISOR nor their personnel shall accept any trade commission, discount, allowance or indirect payment or other consideration in connection with or in relation to the Contract or to the discharge of their obligations thereunder.

17.2 **Amounts to be paid to ADVISOR**

PTT shall pay or cause to be paid to the ADVISOR for provision of the Services specified in this Contract, at a total amount of Baht (excluding VAT) which is written as

Invoicing will be submitted in Baht [or other currencies as to be agreed upon by both parties] in accordance with the amounts as shown above.

ARTICLE 18 INVOICING AND PAYMENT

- 18.1 ADVISOR shall not be entitled to submit any invoice until the end of the first month, after the Effective date as specified in Article 14 of this Contract.

- 18.2 PTT shall pay ADVISOR based on Exhibit ~~EXHIBIT~~

Should such payment be based on the progression of the Service and if a milestone has not been achieved by the specific date, the ADVISOR's invoice, for the milestone amount, for that month shall be suspended until that milestone has been completed. Future payments for the specific milestone shall also be suspended until the outstanding milestone has been completed. Once the milestone has been reached, the outstanding invoices shall be paid according to Article 18.4.

- 18.3 In the event PTT disputes against any invoiced amounts, PTT shall notify ADVISOR in writing within thirty (30) calendar days from the receipt of the invoice, stating the reason PTT disputes the amount invoiced. PTT agrees to pay the undisputed portion of any



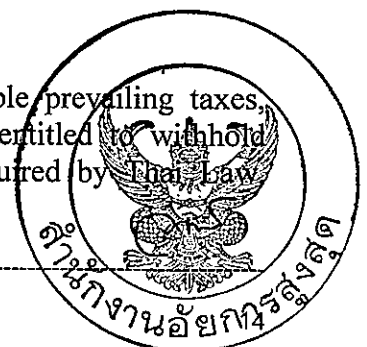
invoice in accordance with the procedure hereunder. For the disputed portion, the ADVISOR shall make appropriate clarification or explanation, corrections or changes (as the case may be) and re-submit such invoice to PTT for approval and payment.

- 18.4 PTT shall make payments to ADVISOR on the thirtieth (30th) calendar days after PTT has received the invoice and approved the Services.
- 18.5 All invoices shall be signed by authorized officer(s) of ADVISOR ~~Advisor~~. Specimen signatures and power of attorney and Memorandum of Association as well as Articles of Association attested by notary public and authenticated by the Royal Thai Embassy or Consulate shall be submitted to PTT prior to the submissions of the ADVISOR's invoice. If there is any change of authorized officer(s) of ADVISOR, ADVISOR shall notify PTT and re-submit the new attested specimen signatures and power of attorney to PTT immediately.
- 18.6 Payments of the remuneration under this Contract to ADVISOR(s) having Thai nationality shall be made in Baht by cheque payable at a bank designated by PTT.
- Payments of the remuneration under this Contract to ADVISOR(s) having foreign nationality shall be made in [***to put agreed currency exchange] by telegraphic transfer to a bank account as designated by ADVISOR.
- 18.7 Any payment which falls due on Saturday, Sunday, bank holiday in Thailand or PTT's holiday shall be paid on the succeeding Business Day.
- 18.8 Invoices approved by PTT shall be paid by PTT to ADVISOR subject to tax deduction in accordance with Thai taxation legislation, less the penalty (if any).
- 18.9 ADVISOR shall issue to PTT official receipts for all amounts received and deliver such receipts to PTT on the respective dates by which payment is received by ADVISOR. Also, ADVISOR shall issue a Value Added Tax receipt (if applicable) to PTT upon every payment received from PTT.

GENERAL PROVISIONS

ARTICLE 19 TAXES AND DUTIES

ADVISOR shall be responsible for and pay when due all applicable prevailing taxes, duties, fees and permits as required by Thai law. PTT shall be entitled to withhold applicable tax from each payment to ADVISOR as and when required by Thai Law.



ADVISOR shall be deemed to have obtained all information and taken all actions necessary with respect to the said taxes and duties , etc.

ARTICLE 20 ASSIGNMENTS

20.1 PTT shall be entitled to assign either in whole or in part any of its rights and obligations under the Contract by giving ADVISOR prior written notification thereof.

20.2 ADVISOR shall not be entitled to assign in whole or in part any of its rights, obligations and/ or benefit due or to become due under the Contract without the prior written consent thereto of PTT.

In the event that ADVISOR subcontracts to the other without prior written consent from PTT as stipulated in the abovementioned paragraph, PTT shall be entitled to demand and claim from ADVISOR a penalty at the rate of% (..... percent) of the price of such subcontracted Services.

20.3 ADVISOR shall arrange that any rights and titles (together with the obligations connected therewith) relating to the Services which ADVISOR may directly or indirectly acquire vis-à-vis third parties can, if so required by PTT, be assigned to PTT in the event of termination by virtue of Article 15.

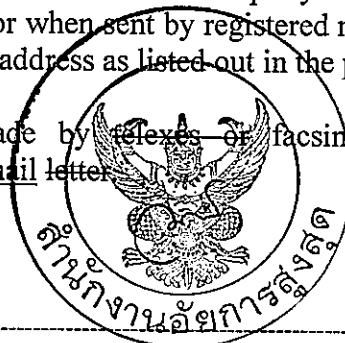
ARTICLE 21 COMMUNICATION

21.1 All reports and correspondences between PTT and ADVISOR or with any other party designated under the Contract shall be in the [user to determine language] language.

21.2 All notices and other communications to be sent by either party to the other shall be sent to the other party at its address referred to in the preamble of the Contract, provided that either party may at any time designate a different address to which notices and other communications are thenceforth be sent. The new address will be effective not less than 15 (fifteen) calendar dDays after the other party receives the change.

21.3 Any such notice, request or consent by one party shall be deemed to have been given or made when delivered in person to any authorized representative of the other party to which communication is addressed, or when sent by registered mail or facsimile to such other party at the address as listed out in the preamble of this Contract.

Notices made by ~~telexes or~~ facsimile shall be confirmed by registered mail letter



ARTICLE 22 REPRESENTATIONS

PTT and ADVISOR make and assume no representation, covenants, warranties, guarantees or liabilities, express or implied, other than those expressly set forth herein.

ARTICLE 23 RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing or creating a relationship of employer and employee or principal and agent between PTT and ADVISOR except otherwise stated in this Contract.

ARTICLE 24 CAPTIONS

Titles and captions used in this Contract are for convenience only and shall not be used in the interpretation of any of the provision of this Contract.

ARTICLE 25 TITLE AND USE

- 25.1 Title to all documents and the contents thereof furnished to ADVISOR by PTT in connection with this Contract shall remain with PTT and ADVISOR shall return them to PTT upon request or upon the Completion of Services.
- 25.2 Title to all plans, schedules, documents and other data which have been prepared by ADVISOR and delivered to PTT in connection with the Services shall be vested in PTT and PTT, its subsidiaries and relevant government agencies shall have the rights to use said plans, schedules, documents and other data in connection with the Project.
- 25.3 ADVISOR may retain copies of all information and materials provided to PTT but shall not use the contents thereof for any purposes unrelated to the Services without the prior written approval of PTT.

ARTICLE 26 WAIVER

The waiver by either party of a breach or default in any of the provisions of this Contract by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operated and as a waiver of any breach or default by the other party.

ARTICLE 27 MODIFICATION TO CONTRACT

This contract consists of the Contract document and the following Exhibits ~~EXHIBITS~~ thereto:

Exhibit ~~EXHIBIT~~ I
Exhibit ~~EXHIBIT~~ II
Exhibit ~~EXHIBIT~~ III

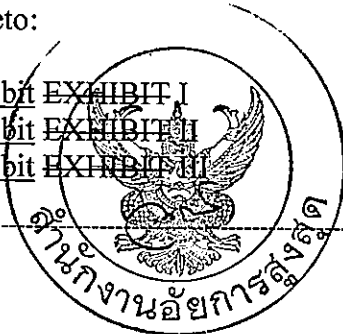


Exhibit EXHIBIT IV

The Contract constitutes the entire agreement between PTT and ADVISOR and shall not be altered, amended or modified except in writing which shall bear the authorized signatures of all parties.

ARTICLE 28 CLAIMING FOR PENALTY, DAMAGES AND EXPENSES

In the event that ADVISOR has committed any breach of or failed to comply with any article of this Contract causing penalty, damages or expenses to PTT, ADVISOR shall reimburse such penalty, damages or expenses to PTT within(.....) calendar days upon receipt of written notification from PTT. If ADVISOR does not reimburse such penalty, damages or expenses within such a period of time, PTT is entitled to deduct from any payment due or to become due or confiscate or claim against the performance security under Article 11 immediately.

If any payment or the performance security, deducted for penalty, damages or expenses, is not sufficient, ADVISOR shall reimburse the outstanding amount of penalty, damages or expenses within (.....) calendar days upon receipt of written notification from PTT.

ARTICLE 29 EXEMPTION OR REDUCTION OF PENALTY OR EXTENSION OF TIME

Should the ADVISOR be delayed in the completion of the Services by any act or neglect of PTT, or of any employee of PTT or by any other contractor employed by PTT or by Force Majeure or by any case for which the ADVISOR is not responsible or by any factor according to Ministerial Regulations issued under the law of the Government Procurement and Supplies Management, then an exemption or reduction of penalty or an extension of time sufficient to compensate for the delay may be granted by PTT on condition that the ADVISOR shall submit to PTT a written notice claiming for the exemption or reduction of penalty or extension of time for completion of the Services together with particulars of the event or circumstance within fifteen (15) Days after the end of that event or circumstance or according to the said Ministerial Regulations.

If ADVISOR fails to comply with the aforementioned paragraph, it shall be deemed that ADVISOR waive to claim for the exemption or reduction of penalty or extension of time for completion of the Services, except in the case that event or circumstance caused by PTT or PTT has aware of.

The exemption or reduction of penalty or extension of time for completion of the Services according to the first paragraph is at PTT's discretion.

GOVERNING LAW AND DISPUTE RESOLUTION**ARTICLE 30 28****GOVERNING LAW AND DISPUTE RESOLUTION**3028.1

The Contract shall be governed by and interpreted in accordance with the laws of the Kingdom of Thailand



- 3028.2 Any disputes which may arise between the parties, out of or in connection with this Contract, including any question regarding its existence, the breach, termination or validity hereof shall be amicably settled by negotiation between the parties. If the dispute is not resolved through negotiation between the parties, the parties agree that the dispute shall be submitted to the jurisdiction of the competent court of Thailand without recourse to arbitration.
- 3028.3 ADVISOR shall abide by all applicable rules and regulations of the Kingdom of Thailand and shall cause its personnel and other advisor to do likewise.

This Contract is executed in duplicate copies, all parties have read and understood the text. IN WITNESS WHEREOF ~~In witness whereof~~, the parties hereto ~~in~~ have entered into this Contract as of the ~~above~~ date stated below.

WITNESS:

FOR: PTT PUBLIC COMPANY LIMITED

()

BY _____
()

DATE _____

WITNESS:

FOR:

()

BY _____
()

DATE _____

