

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“Agreement”) is effective as of _____, 20__ irrespective of the signing date by and between Accenture Solutions Co., Ltd, a company incorporated in Thailand with its office at 30th Floor, Abdulrahim Place, 990 Rama IV Road, Bangrak, Bangkok 10500, Thailand (“Accenture”) and _____, a company incorporated in _____ with an office at _____ (“Client”).

WHEREAS, Client desires to obtain services from Accenture, and Accenture desires to provide services to Client on the terms set out in this Agreement and its Appendices. References to “Appendix” shall refer to an Appendix to this Agreement. This Agreement together with its Appendices are collectively referred to as “Agreement”.

THEREFORE, IN CONSIDERATION OF the mutual agreements herein, Accenture and Client agree as follows:

1. Services.

1.1 **Description of Services.** Accenture will perform for Client the services and create the Deliverables (as defined in Section 4.1) specified in the relevant Appendix to this Agreement (collectively referred to as the “Services”).

1.2 **Change Orders.** The parties may change the scope of the Services and other matters specified in this Agreement only by a written amendment executed by an authorized representative of each party (a “Change Order”). If Accenture performs work at the request of Client that is not specified in this Agreement, (i) the work will be considered Services provided under this Agreement, and Client will pay Accenture for such Services in accordance with Section 2 at Accenture’s then-current time and materials rates, and (ii) the parties will promptly negotiate and enter into an SOW or Change Order to the existing Agreement to reflect the new or changed Services.

1.3 **Third Party Products.** Accenture and/or its Affiliates may provide third party products subject to third party terms, such as hardware or software, if specified and in accordance with the applicable Appendix. Unless expressly stated the Services do not include the provision of third party products, nor address any legal or regulatory issues concerning the Client’s operations or use of the Deliverables, nor guarantee any matter unless expressly stated herein. An “Affiliate” of a party means any entity, whether incorporated or not, that is controlled by, controls, or is under common control with such party. “Control” means the ability, whether directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise.

2. Payment for Services and Expenses.

2.1 **Invoicing.** Unless provided otherwise in an Appendix, at the beginning of each month Accenture will invoice Client for the fees and expenses Accenture estimates it will incur during that month. Reconciliation of actual fees and expenses incurred will be made in subsequent invoices. All

payments by Client to Accenture will be by electronic funds transfer to a bank account notified in writing by Accenture to Client.

2.2 Payment. Client will pay the amounts payable to Accenture within fifteen (15) days of receipt of invoices submitted by Accenture. Client will pay Accenture via electronic funds transfer to a bank account notified by Accenture to Client.

Any invoice remaining unpaid for more than fifteen (15) days from receipt will accrue interest at a rate of the lesser of one and one-half percent (1.5%) per month or the highest rate allowed by law. If there is a good faith dispute with regard to a portion of an invoice, Client will provide notice and detail of the dispute prior to the invoice due date, and will pay the undisputed portion as provided in this Agreement. Upon resolution of the dispute, any disputed amounts owed Accenture will be paid with interest at the rate above, calculated from the date the amounts were originally due. If Client does not pay in accordance with the agreed timing set out in the Appendix, Accenture may suspend or terminate the Services without any liability for delay or breach of any obligations under this Agreement.

2.3 Expenses. Unless provided otherwise in an Appendix, Client will pay Accenture for all reasonable expenses Accenture incurs in the performance of the Services, including travel and lodging expenses, communication charges and supplies.

2.4 Taxes. Client shall pay for all taxes in connection with this Agreement including, but not limited to, sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties. Should any payment for Services, products or technology provided by Accenture be subject to withholding tax by any government, Client shall reimburse Accenture for such withholding tax. The abovementioned withholding tax does not cover any tax that Client is required by law to withhold for making advance payment of Accenture's income tax, and where Client makes such withholding, Client shall promptly deliver to Accenture the payment receipts for all such withholding. If work for the Client requires that personnel perform Services outside the city, state, province, or country in which such personnel are based, Client shall reimburse Accenture for increased tax costs incurred by Accenture personnel and/or Accenture as a result of providing such Services. These costs include, but are not limited to, (i) additional income taxes, (ii) social taxes, (iii) employment taxes, (iv) housing, (v) cost of living adjustments, (vi) other assignment related costs, and (vii) professional fees incurred for additional home country income tax compliance and foreign tax return preparation. Client agrees to reimburse and hold Accenture harmless from any deficiency (including penalties and interest) relating to taxes that are the responsibility of Client under this paragraph. Each party shall be responsible for taxes based on its own net income, employment taxes of its own employees, and for taxes on any property it owns or leases. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among Accenture, its affiliates and third party subcontractors.

3. Responsibilities and Resources.

3.1 Responsibilities. Client will perform those tasks and fulfill those responsibilities specified in this Agreement and the applicable Appendix ("Client Responsibilities") in connection with Accenture's performance of the Services and provision of Deliverables. Client understands that Accenture's

performance is dependent on Client's timely and complete performance of Client Responsibilities, including decisions and approvals. Accenture will be entitled to compensation under Section 1.2 for any additional fees or expenses incurred as a result of a delay or failure by Client to timely perform the Client Responsibilities. Except as otherwise set forth in an Appendix, all Services and Deliverables will be deemed accepted if Client does not reject the Services and Deliverables by providing written notice within ten (10) calendar days after delivery specifically identifying the manner in which the Services or Deliverables fail to materially comply with their applicable agreed specifications. Accenture will be entitled to rely on all decisions and approvals of Client in connection with the Services or Deliverables. Changes in decisions and approvals are subject to Section 1.2.

3.2 Office Resources. In addition to any particular items specified in an Appendix, Client will supply Accenture personnel working at a Client's site with suitable office space, desks, storage, furniture, and other normal office equipment and support, adequate computer resources, telephone and facsimile service, postage, copying, and general office supplies which may be necessary in connection with Accenture's performance of the Services. All such property, regardless of its physical location or use, will be deemed to be in the care, custody and control of Client.

3.3 Consents, Resources, Use of Deliverables. Client acknowledges that it has knowledge and skill particular to the business practices and information involved in the Services and Deliverables. Client will provide Accenture with access to Client's subject matter resources as part of Accenture's performance of Services. Client will be responsible for: (a) Client's operation and use of the Deliverables, (b) ensuring that the scope of Services and Deliverables meet Client's requirements, (c) Client's compliance with all applicable laws and regulations, and (d) obtaining all necessary consents from third parties, including any necessary third party rights to use software, that are required for Accenture to perform its obligations under this Agreement or any Appendix.

4. Rights in Deliverables.

4.1 Definitions. As used in this Agreement:

- (a) the term "Materials" means work product and other materials, including without limitation, reports, documents, templates, studies, software programs in both source code and object code, specifications, business methods, tools, methodologies, processes, techniques, solution construction aids, analytical frameworks, algorithms, know-how, processes, products, documentation, abstracts and summaries thereof;
- (b) the term "Deliverables" means Materials that are originated and prepared for Client by Accenture (either independently or in concert with Client or third parties) and delivered to Client during the course of Accenture's performance of the Services under this Agreement, all as may be specified in an Appendix. Deliverables will be comprised of Custom Components and/or Accenture Knowledge Capital;
- (c) the term "Custom Components" means Materials that are originally developed by Accenture during the course of its performance of the Services and supplied as, or as part of, a Deliverable. Custom Components do not include Accenture Knowledge Capital; and

- (d) the term “Accenture Knowledge Capital” means Materials existing prior to commencement of Accenture’s performance of the relevant Services, or developed outside the scope of such Services, that are proprietary to Accenture or to third parties, and all associated intellectual property rights and any enhancements and modifications to such Materials, whether or not such enhancements and modifications are developed as part of the Services.

4.2 **License.** After acceptance of a Deliverable by a Client, and pending final payment, Accenture hereby grants to Client a revocable, nontransferable, non-exclusive unpaid right and license to use, copy, modify and prepare derivative works of such Deliverable for purposes of Client’s internal business only. Upon final payment, Accenture will grant to Client a perpetual, nontransferable, non-exclusive, paid-up right and license to use, copy, modify and prepare derivative works of the Deliverables, for purposes of Client’s internal business only. All licenses granted will be subject to Section 4.4 and to any restrictions applicable to any third-party materials embodied in the Deliverables. To the extent any Deliverable contains Accenture Confidential Information, it will be subject to Section 5. All other intellectual property rights in the Deliverables remain in and/or are assigned to Accenture.

4.3 **Cooperation.** The parties will reasonably cooperate with each other to execute such other documents as may be necessary or appropriate to achieve the objectives of this Section.

4.4 **Accenture Knowledge Capital.** Client will have no rights in any Accenture Knowledge Capital other than: (a) to use it as authorized by Accenture in writing from time to time solely for purposes of performing Client Responsibilities, (b) to the extent to Accenture Knowledge Capital is incorporated into a Deliverable, to use it as part of the Deliverable for purposes of Client’s internal business only, or (c) pursuant to Accenture’s standard license for such Accenture Knowledge Capital or, in the case of Accenture Knowledge Capital owned by third parties, pursuant to terms acceptable to the applicable third party. If any Accenture Knowledge Capital is made available to Client under (a) above, it will be made available in an “AS IS” condition and without express or implied warranties of any kind; and any Accenture Knowledge Capital made available under (c) above will be subject only to applicable terms of the applicable license. Accenture Knowledge Capital is Confidential Information of Accenture for purposes of Section 5.

4.5 **Residuals.** In no event will Accenture be precluded from developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables. In addition, Accenture will be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.

5. **Confidentiality.**

5.1 **Confidential Information.** During the course of Accenture’s performance of the Services, or discussions between Accenture and Client regarding potential Services under this Agreement (including requests for proposals and proposals), each party may be given access to information (in hardcopy and/or electronic form) that relates to the other party’s past, present, and future research, development, business activities, products, services, and technical knowledge, which is identified by the discloser as

confidential (“Confidential Information”). Notwithstanding the foregoing, the term “Confidential Information” will not include any information that identifies or directly relates to natural persons (“Personal Data”), and the terms of this Section and other provisions of this Agreement generally applicable to Confidential Information will not be deemed to apply to Personal Data unless specifically stated otherwise. Each party will exercise commercially reasonable efforts not to disclose any Personal Data to the other party and to restrict the other party’s access to its Personal Data, but if a party is given access to the other party’s Personal Data, the receiving party will protect such Personal Data using a reasonable standard of care. If Accenture requires access to Client’s Personal Data in connection with the Services for a particular project, the parties will agree in the applicable Appendix on the protocols and obligations of each party with respect to the access, use and protection of such Personal Data.

5.2 Use. A party may use or make copies of the Confidential Information of the other party only to the extent reasonably necessary for purposes of this Agreement, an Appendix, or for the parties’ discussions regarding potential Services under this Agreement.

5.3 Protection. Each party will protect the confidentiality of the other party’s Confidential Information in the same manner that it protects the confidentiality of its own similar information, but in no event using less than a reasonable standard of care. Each party will restrict access in the Confidential Information to those of its personnel (including such personnel employed by its Affiliates) and subcontractors engaged in the performance, management, receipt or use of the Services under this Agreement, provided that such parties are bound by obligations of confidentiality substantially similar to the terms of this Agreement.

5.4 Return. Each party will return or destroy the other party’s Confidential Information in its possession upon request by the other party, unless otherwise allowed to retain such Confidential Information. Each party may retain copies of the other party’s Confidential Information required for compliance with its recordkeeping or quality assurance requirements (subject to the terms of this Agreement).

5.5 Exceptions. Nothing in this Agreement will prohibit or limit a party’s use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (a) previously known to it without an obligation not to disclose such information, (b) independently developed by or for it without use of the information, (c) acquired by it from a third party which was not, to the receiver’s knowledge, under an obligation not to disclose such information, or (d) which is or becomes publicly available through no breach of this Agreement.

5.6 Compelled Disclosure. If the receiver receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other party, it will promptly notify the other party of such receipt and tender to the other party the defense of such subpoena or process. If requested by the other party, the receiver will cooperate (at the expense of the other party) in opposing such subpoena or process. Unless the subpoena or process is timely limited, quashed or extended, the receiver will then be entitled to comply with such request to the extent permitted by law. Accenture will not act as an expert witness or otherwise provide litigation support services as a part of the Services.

5.7 **Quality Assessment Reviews.** In connection with the Services, Accenture may from time to time undertake one or more quality assessment reviews. The parties agree that any documentation created in connection with such quality assessment reviews will be Confidential Information of Accenture. Such documentation or the results of such reviews will not be discoverable or admissible (or used for any purpose) in any proceedings related to this Agreement or the Services.

6. **Export Control Laws and Economic Sanctions Programs.**

6.1 **Compliance.** Each party will retain responsibility for its compliance with all applicable export control laws and economic sanctions programs relating to its respective business, facilities, and the provision of services or products to third parties. Accenture will not be required by the terms of this Agreement to be directly or indirectly involved in the provision of goods, software, services and/or technical data that may be prohibited by applicable export control or economic sanctions programs if performed by Accenture.

6.2 **Prior Steps.** Prior to Client contracting with any entity with respect to which Accenture will provide any goods, software, services and/or technical data under this Agreement, Client will take steps to ensure that any such provision of goods, software, services and/or technical data to such entity is not subject to restrictions or prohibitions under applicable export control or economic sanctions programs.

7. **Warranty.** Accenture warrants that its Services will be performed in a good and workmanlike manner. Unless otherwise agreed in an Appendix, Accenture will re-perform any Services not in compliance with this warranty brought to its attention in writing within thirty (30) days after those Services are performed. Additionally, Accenture warrants that its Deliverables which are original content will materially conform to their applicable specifications for a period of thirty (30) days from delivery to Client. Accenture will correct any such Deliverable not in compliance with this warranty brought to its attention in writing within thirty (30) days after delivery of such Deliverable to Client. THIS SECTION 7 IS ACCENTURE'S ONLY EXPRESS WARRANTY CONCERNING THE SERVICES, ANY DELIVERABLES OR MATERIALS, AND THIS AGREEMENT, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE.

8. **Indemnification.**

8.1 **Personal Injury and Property Damage.** Each party will indemnify, defend and hold harmless the other party, its Affiliates, and their respective employees, directors, officers, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents, from and against any third party claims, demands, loss, damage or expenses (including reasonable attorneys' fees and court costs) relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the negligence or willful misconduct of the indemnifying party, its personnel or agents during the performance or receipt of the Services.

8.2 **Infringement.** If Client promptly notifies Accenture in writing of a third party claim against Client that any Deliverable infringes a copyright or trade secret of any third party, Accenture will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Client. Accenture will not indemnify Client, however, if the claim of infringement is caused by: (a) Client's use of the Deliverable other than as contemplated by this Agreement or modification of the Deliverable; (b) Client's failure to use corrections or enhancements made available by Accenture; (c) Client's use of the Deliverable in combination with any product or information not owned or developed by Accenture; (d) Client's distribution, marketing or use for the benefit of third parties of the Deliverable; or (e) information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in Accenture's opinion is likely to be, held to be infringing, Accenture will at its expense and option either: (i) procure the right for Client to continue using it, (ii) replace it with a noninfringing equivalent, (iii) modify it to make it noninfringing, or (iv) direct the return of the Deliverable and refund to Client the fees paid for such Deliverable less a reasonable amount for Client's use of the Deliverable up to the time of return. The foregoing remedies constitute Client's sole and exclusive remedies and Accenture's entire liability with respect to infringement.

8.3 **Client Use.** Client will indemnify and hold Accenture harmless from third party claims arising out of Client's use of the Services or Deliverables and reimburse Accenture for all expenses (including counsel fees and court costs) incurred by Accenture in connection with such claim.

8.4 **Indemnification Procedures.** To receive the indemnities contained in this Section 8, the party seeking indemnification must promptly notify the other party in writing of a claim or suit and provide reasonable cooperation (at the indemnifying party's expense) and full authority to defend or settle the claim or suit. The indemnifying party will have no obligation to indemnify the indemnified party under any settlement made without the indemnifying party's written consent.

9. **Limitation of Liability.**

9.1 **Limitation of Liability.** The sole liability of Accenture and any of its Affiliates (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any and all claims in any manner related to this Agreement, including the Deliverables or Services, will be the payment of direct damages, not to exceed (in the aggregate) 200% of the fees received by Accenture with respect to the Services or Deliverables involved under this Agreement. Except for the specific remedies expressly identified as such in this Agreement, Client's exclusive remedy for any claim arising out of this Agreement or any applicable Appendix will be for Accenture, upon receipt of written notice, to use commercially reasonable efforts to cure the breach at its expense, or failing that, to return the fees paid to Accenture for the Services or Deliverables related to the breach.

9.2 **Disclaimer of Indirect Damages.** In no event will either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including, but not limited to, business interruption, lost business, lost profits or lost savings) even if it has been advised of their possible existence. Any action by either party must be brought within two (2) years after the cause of action arose.

9.3 **Agreed Liability.** The allocations of liability in this Section 9 are the agreed and bargained-for understanding of the parties, and Accenture's compensation for the Services reflects these allocations.

10. **Termination.**

10.1 **Termination for Breach.** Either party may terminate this Agreement for material breach by giving thirty (30) days written notice specifically identifying the breach, unless the breach is cured within the said thirty (30) day period.

10.2 **Termination for Insolvency.** Either Party may terminate this Agreement with immediate effect on written notice if the other Party fails to pay in accordance with the payment schedule under this Agreement; or ceases or threatens to cease to carry on its business or if a receiver, administrator or similar officer is appointed over all or any part of the assets or undertaking of the other Party; or if the other Party makes any arrangement for the benefit of its creditors; or if the other Party goes into liquidation (save for the purposes of a genuine amalgamation or reconstruction).

10.3 **Effect of Termination.** Upon termination, Client will pay Accenture for all Services rendered, including a pro-rated portion for Deliverables in progress, and expenses incurred by Accenture prior to the date of termination. Upon termination by Accenture under Section 10.1 or under Section 10.2, Client will also pay Accenture for any out-of-pocket demobilization or other direct costs resulting from such early termination.

10.4 **Survival.** This Agreement is for such duration as necessary to complete the Services unless terminated earlier in accordance with this Agreement. The provisions on payment, intellectual property rights, confidentiality, warranty, limitation of liability, non-solicitation, governing law, dispute resolution and other provisions which are, by their nature intended to survive the expiration or termination of this Agreement will survive such expiration or termination.

11. **Dispute Resolution.**

11.1 **Internal Escalation.** The parties will make good faith efforts to first resolve internally any dispute subject to Section 11.2 by escalating it to higher levels of management. Neither party may file for arbitration under Section 11.2 until thirty (30) days have elapsed from the initiation of such good faith efforts.

11.2 **Arbitration.** Any dispute, controversy, or claim arising out of, relating to, or having any connection with this Agreement or otherwise related to Accenture's Services, including any question regarding the validity, interpretation, scope, performance, or enforceability of this dispute resolution provision, will be exclusively and finally settled by arbitration by arbitration in the Thai Arbitration Institute of the Office of the Judiciary ("TAIOJ"). Any arbitration will be conducted on an individual, rather than a class-wide basis.

11.3 **Location.** The arbitration will be conducted in English in Bangkok, Thailand unless the parties mutually agree in writing on another location.

11.4 Arbitrators. The arbitration will be conducted by three arbitrators. Each party will appoint an arbitrator, obtain its appointee's acceptance of such appointment, and deliver written notification of such appointment and acceptance to the other party by fifteen (15) days after the due date of the respondent's answering statement. The two party-appointed arbitrators will jointly agree upon and appoint a third arbitrator who will serve as the chairperson of the arbitral panel. The party arbitrators will obtain the chairperson's acceptance of such appointment and notify the parties in writing of the appointment and acceptance within thirty (30) days after their acceptance as party arbitrators. If the two party-appointed arbitrators are unable to agree upon the selection and appointment of the chairperson within that time frame, they will notify the parties in writing. Upon such notice, one or both of the parties may request in writing that the chairperson be appointed by the TAIJOJ. The TAIJOJ will notify the parties in writing of the appointment and acceptance of the chairperson within twenty-one (21) days of receiving such request.

11.5 Discovery. The parties will be entitled to engage in reasonable discovery, including requests for production of relevant non-privileged documents. The arbitral panel may order depositions and interrogatories upon a showing of need. It is the parties' intent that the discovery proceedings be conducted in a cost-effective manner.

11.6 Decisions. All decisions, rulings, and awards of the arbitral panel will be made pursuant to majority vote of the three arbitrators. The award will be in accordance with the applicable law, will be in writing, and will state the reasons upon which it is based. The arbitrators will have no power to modify or abridge the terms of this Agreement, including, but not limited to, Section 9. The award of the arbitrators will be final, and judgment on the award may be entered by any court having jurisdiction to do so.

11.7 Costs. Costs incurred in the arbitration proceeding, including attorneys' fees and expenses, will be borne in the manner determined by the arbitral panel.

11.8 Injunctive Relief. Nothing in this Agreement will prevent the parties, prior to the formation of the arbitral panel, from applying to a court of competent jurisdiction for provisional or interim measures or injunctive relief as may be necessary to safeguard the property or rights that are the subject matter of the arbitration. Once the arbitral panel is in place, it will have exclusive jurisdiction to hear applications for such relief, except that any interim measures or injunctive relief ordered by the arbitral panel may be immediately and specifically enforced by a court of competent jurisdiction.

11.9 Exceptions. This Section 11 will not apply to any claim arising from any patent or registered trademark. Such claims will not be subject to arbitration. They will be subject to judicial resolution. In addition, any issue regarding the enforceability of the prohibition against class-wide arbitration will be decided by a court of competent jurisdiction and not by an arbitrator.

11.10 Confidentiality. Unless otherwise agreed by the parties or required by law, the parties, the arbitrators, and the TAIJOJ will maintain the confidentiality of all documents, communications, proceedings, and awards provided, produced or exchanged pursuant to an arbitration conducted under this Section 11.

12. Miscellaneous.

12.1 **Entire Agreement.** This Agreement sets forth the entire understanding between the parties with respect to its subject matter and supersedes all prior agreements, conditions, warranties, representations, arrangements and communications, whether oral or written, and whether with or by Accenture, any of its Affiliates, or any of their employees, officers, directors, agents or shareholders. Each party acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained in this Agreement, and that it has not relied upon any representations, warranties, promises, or inducements of any kind, whether oral or written, and from any source, other than those that are expressly contained within this Agreement. Each party acknowledges that it is a sophisticated business entity and that in entering into this Agreement it has had the opportunity to consult with counsel of its choosing. This Agreement may be executed by facsimile and in any number of counterparts, each of which will be considered an original for all purposes, and all of which when taken together will constitute one agreement binding on the parties, notwithstanding that both parties are not signatories to the original or the same counterpart. If there is a conflict or ambiguity between any term of this Agreement and an Appendix, the terms of the Appendix will prevail.

12.2 **Modification.** Neither this Agreement including any of its Appendices may be modified or amended except by the mutual written agreement of the parties. Any purchase order issued by the Client will be for its administrative purposes only and none of its terms and conditions will be of any force or effect against Accenture.

12.3 **Relationship of the Parties.** Neither party will be deemed a joint employer of the other party's employees. Subject to Section 8.1, each party will be responsible for any and all claims by its employees. Neither party's employees will be deemed "leased" employees of the other for any purpose. In connection with this Agreement, each party is an independent contractor and does not have any authority to bind or commit the other. Nothing in this Agreement will be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose. Nothing in this Agreement is intended or will be construed to confer on any party (other than Client, Accenture, and the parties entitled to indemnification under Section 8 to the extent of such indemnification) any rights, benefits or remedies of any kind, and no other party will be deemed to be a third party beneficiary.

12.4 **Non-Solicitation.** Neither party will, without the prior written consent of the other party, solicit, offer work to, employ, or contract with, directly or indirectly, on its own behalf, any of the other party's Personnel or the Personnel of its Affiliates during the Personnel's participation in the Services or during the twelve (12) months after the conclusion of such Services. For purposes of this Section, "Personnel" includes any individual or company a party employs or has employed as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the Services. If a party breaches this Section, the breaching party will pay compensation to the non-breaching party in the form of liquidated damages equal to the greater of one (1) year's compensation either (a) offered to the Personnel by the breaching party or (b) paid or offered to the Personnel by the non-breaching party. However, this Section will not apply to Personnel who independently respond to indirect solicitations (such as general newspaper advertisements, employment agency referrals and internet postings) not targeting such Personnel.

12.5 Assignment. Either party may assign this Agreement to an Affiliate provided that the assignor remains responsible for the obligations of the assignee. Neither party may otherwise assign this Agreement without the prior written consent of the other, which consent will not be unreasonably withheld or delayed.

12.6 Judicial Modification. If a court of competent jurisdiction or arbitral panel finds any term or provision of this Agreement to be invalid, illegal or otherwise unenforceable, such term or provision will not affect the other terms or provisions of this Agreement or this Agreement as a whole. Such term or provision will be deemed modified to the extent necessary, in the court's opinion, to render such term or provision enforceable while preserving to the fullest extent permissible, the intent and agreements of the parties set forth in this Agreement. Upon such modification, the rights and obligations of the parties will be construed and enforced in accordance with such modification.

12.7 Notice. Any notice or other communication provided under this Agreement will be in writing and will be effective: (a) when delivered personally to the other party, (b) two (2) days following deposit of such notice or communication into the mail (certified mail, return receipt requested), or (c) upon delivery by overnight delivery service (with confirmation of delivery), addressed to such party at the address set forth below. Either party may designate a different address by giving notice to the other party in accordance with this Agreement.

12.8 Force Majeure. Neither party will be liable for any delays or failures in performance in whole or in part (other than payment obligations under this Agreement), losses or damage due to circumstances beyond its reasonable control, including without limitation, Acts of God, disease, war, terrorism or the public enemy, riot, civil commotion or sabotage, expropriation, condemnation of facilities, changes in law, national or state emergencies or other governmental action, strikes, lockouts, work stoppages or other such labor difficulties, floods, droughts or other severe weather, fires, explosions or other catastrophes, or accidents causing damage to or destruction, in whole or in part, of the equipment or property necessary to perform the Services ("Force Majeure"). This Agreement may be terminated for Force Majeure by either Party upon written notice, if the Force Majeure condition continues to exist for a period of thirty (30) days from the first day the performance is delayed. Such termination shall be without prejudice to the rights and obligations of the Parties that have accrued prior to the termination date and Client shall pay Accenture for all work performed under this Agreement prior to such termination notice.

The Client acknowledges, in the event that recommendations are issued by relevant authorities or bodies such as the World Health Organization or national departments of health or security (or equivalent authorities or bodies) for persons to avoid or leave the country in which the project is located (the "Country"), Accenture, in accordance with its policies for the protection of employees, may choose to remove personnel from the Country or to not allow employees to travel to the Country. Such event, if it prevents Accenture from performing substantially its undertaking hereunder, shall be considered as an event of Force Majeure.

12.9 Publicity. Neither party will use the other party's name outside of its organization without the named party's express written consent, which may be withheld by the named party in its sole discretion; provided however, that Accenture may use Client's name in client lists, and may generally describe the types of projects for purposes of describing Accenture's capabilities in proposals to third parties.

12.10 **No Waiver.** No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against which it is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this Agreement is not a waiver of that party's right to later enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

12.11 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of Thailand, without giving effect to conflict of law rules. To the extent permitted by the relevant law and unless otherwise expressly agreed herein, all local legislation, regulations, national and international treaties and conventions relevant to the rights and obligations of the Parties under this Agreement are expressly excluded.

12.12 **Benchmarking**

Customer shall be entitled, without giving 2 days written notice to the Supplier, to Benchmark 3 times every Contract Year, provided that the first such Benchmark may take place anytime following the Service Commencement Date and subsequent Benchmarks cannot take place within 1 year of a previous Benchmark.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ACCENTURE SOLUTIONS CO., LTD

[CLIENT LEGAL NAME]

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____
(Printed or Typed)

Name: _____
(Printed or Typed)

Title: Managing Director

Title: _____
(Printed or Typed)

Date: _____

Date: _____