

Sanet Group General Service Terms

for Sanet ASEAN Advisors & Manpower Co. Ltd., Sanet and Sanet Trade & Services Co. Ltd., and Sanet Legal & Finance Ltd. (“Sanet”)

1 Service Terms

Sanet will undertake and provide the services (“Services”) described herein a scope of work accordance with terms and conditions stipulated in a Letter of Engagement. If no letter of engagement is signed, the regulations of these Service Terms and the Sanet Billing Policy will apply exclusively. Unless otherwise agreed in this assignment letter, the terms of the Sanet Billing Policy will apply. Our work will be based solely on the information provided, the circumstances made known to us and the assumption set out in our correspondence. We rely on the Client bringing any changes in the information as originally presented to our attention as soon as possible as it may affect our advice. We will conduct our service according to Thai Law, place of fulfilment and sole court of jurisdiction is Bangkok or – at the plaintiff’s choice – the domicile of the defendant. Sanet hereby expressly objects to all other general terms and conditions for contracts with Sanet. These General terms may be adjusted at any time without prior notice.

2 VAT / Billing Policy

All quoted fees are exclusive of VAT. Save as otherwise agreed, the service fee above is a lump sum for the tasks and duties described in this letter. Expenses, such as long-distance calls, copying, postage, messenger services, computer-aided legal search, if any, will be charged separately according to the attached Billing Policy of Sanet All service fees are due by the end of the financial month. All Fees are subject to an annual adjustment with a two-month notice.

3 Payment of Invoices and Corporate Matter

We reserve the right to suspend the provision of the Services and to charge a commercial rate of interest and a minimum of 500 THB for all accounts which are overdue by more than 3 days. We shall be entitled to withhold the hand-over of any legal documents issued as a result of our services until full payment of our fees. We shall also be entitled to recover our reasonable costs from the Client (including but not limited to legal costs and disbursements on a full indemnity basis) in collecting any outstanding amounts from the Client.

5 Document Storage and Submission

The Client will send original (physical) documents monthly by messenger/registered mail. Sanet will store and return documents annually with the annual reports.

6 Termination/Change to Services

Sanet shall commence the works only upon receipt of instruction from Client for the commencement. The Client may terminate our services under an assignment by providing us with a written notice of the

termination effective at the end of his financial year. The termination shall be effective upon the end of the next but one payment period after our receipt of the Client's written notice.

Sanet or the Client may request a change to the Services to be provided or changes to any other aspect of terms and conditions set forth in this Letter of Engagement, but no such changes take effect unless agreed in writing.

7 Reporting

We will report to the Client in accordance with the terms and conditions set out in this Letter of Engagement. The Client may make copies of any reports for their own internal use, but the Client shall not provide the report or copies of it to any third party without first obtaining our written consent. Such consent will only be granted on the terms we deem appropriate which will include that we accept no duty or responsibility to any other party who may seek to rely on our report. Appropriate releases from third parties may be required.

We assume no responsibility or liability of any kind in any circumstances to any person other than the Client in relation to any such reports or to the Services generally and we will not be responsible for any claim made against us by any person (other than the Client) that may suffer loss as a result of having placed reliance on the said report(s) or the Services or our provision thereof.

8 Intellectual Property

Copyright and any other intellectual property rights in all documentation, systems, materials methodologies, and processes, in whichever form, brought to the assignment or created in course of the assignment shall remain and vested. Release is, however, given for the Client to make copies of documents for your own internal use.

All information and documents that Sanet created during the provision of our services under the case remain its property. We reserve the right to retain information and documents that we have created during the provision of our services and to deny a request for release, disclosure or grant of access of our information and documents to a third party.

9 Confidentiality

Files and documents (including our working papers) created during the provision of the Services belong to us and will remain under our power of disposition. It is not our practice to disclose or grant access to such papers unless required to do so by law or in the context of due diligence investigation where we have received letters, in a form suitable to us, releasing us from liability. Documents belonging to the Client which come into our possession may be returned on request. We reserve the right to retain a copy of all documents returned to the Client.

It is our practice to destroy documents belonging to us after 5 years. Your acceptance of these terms and conditions includes your consent for us to destroy any documents that belong to the Client but have been filed among our papers.

10 Information/Responsibilities

The Client agrees to provide in a timely submission all information and documents reasonably required to enable us to provide the Services. Unless otherwise stated in this Letter of Engagement, we will not independently verify the accuracy of such information and documents we will not be liable for any loss

or damage arising from any inaccuracy or other defect in any information or documents supplied by the Client.

If the client has not requested the return of all information and documents at the end of the engagement, Sanet Legal. Ltd. shall be entitled to destroy any information and documents relating to the engagement remaining in its files upon expiry of the statutory retention period, unless otherwise required by law.

11 Liability/Indemnification

Sanet's service does not release the client from the obligation to verify all reports provided and to be submitted to the Thai authorities for which the client is by law responsible.

Changes in the law and in its interpretation and changes in administrative regulations and requirements may take place before our advice is acted upon and/or maybe retrospective in effect. Unless specifically stated in this Letter of Engagement, we accept no responsibility to inform the Client of changes in the law or interpretation affecting advice previously given by us.

Sanet and its shareholders, partners, directors, employees, or subcontractors shall not be liable to the client for any action, losses, damages, claims, liabilities, costs or expense in anyway arising out of or in this engagement for an amount exceeding of one time the fees paid to Sanet for conducting the services from this agreement. simple negligence in breach of obligations or in performance of tasks under this Agreement. The liability of Sanet and its shareholders, partners, directors, employees, or subcontractors for consequential, special, indirect, punitive, incidental and/or exemplary loss is restricted for acts of willful default and gross negligence by Sanet and its shareholders, partners, directors, employees, or subcontractors. Sanet is not liable for the accuracy and completeness of information which has been provided to Sanet by the client, its employee or third parties.

The Client hereby bindingly and irrevocably declares to indemnify Sanet and its shareholders, partners, directors, employees or subcontractors in all countries and jurisdictions and without limitation, against any and all liability, responsibility, costs, damages, penalties, fines, fees (including in particular, but without limitation, court, attorney and other legal fees) as well as any and all claims arising out of or in connection with any action taken (or omitted to be taken) by Sanet as a representative or respondent, provided that Sanet has not acted gross negligently or with the intent to harm the Client when performing (or not performing) the relevant action or deed.

12 Communication

During our performance of the Services, we may wish to send messages and/or documents to each other by e-mail. As e-mail entails the possibility of inadvertent, misdirection, or non-delivery of confidential material, unless the Client notifies us otherwise, the Client consents to the use of e-mail in accordance with the following conditions:

- a) If sending a confidential e-mail message, the sender will indicate if a response is not wanted in an electronic form. All risks connected with sending commercially sensitive information relating to your business by e-mail are borne by the Client and are not our responsibility. If the Client does not accept the risk, the Client should notify us in writing that e-mail is an acceptable means of communication.
- b) Both parties will carry out procedures to protect the integrity of data, in particular, it is the recipient's responsibility to carry out a virus check on any attachments before launching any document, whether received on disk or otherwise.

c)

13 Jurisdiction

This engagement shall be governed by the law of the Kingdom of Thailand.

14 Acceptance of Services

The continued instruction to provide services shall be deemed acceptance of the service.

Bangkok, March 1, 2024