

General Term and Conditions (the “Terms”)

CLAUSE 1 MUTUAL COOPERATION

In accordance with the Child Protection Act, Private Schools Act, and other applicable rules and regulations in Thailand prescribed by the Ministry of Education, Office of Private Education Commission (“OPEC”), the School (as defined below) shall provide an effective and safe educational experience for the child, and the Parent (as defined below) shall pay the tuition fees for their child and uphold other obligations hereby stipulated in the Terms.

Under the guidance and education services provided by the School, each child will become capable, cross culturally adaptable to societal principles, and acquire a high level of written and spoken English and Japanese, as well as other languages. To achieve such outcome, the School and the Parent will cooperate with each other.

CLAUSE 2 DEFINITION AND INTERPRETATION

1. In the Terms, the following terms shall have the following meanings, unless the context requires otherwise:

“**Agreement**” means this agreement between the Parties, comprising of the Application Form, the Terms and other documents duly executed by the School and the Parent;

“**Confidential Information**” means the following:

- a. any and all information and materials disclosed to, or obtained or received by the Receiving Party, whether written or oral, in the course of performing its obligations under this Agreement or in connection with this Agreement, including without limitation marketing and business plans, strategies and policies, pricing and payment terms, financial accounts and information or any dealings, transactions or affairs of the Disclosing Party;
- b. the Terms of this Agreement;
- c. any documents or proprietary materials provided by the Disclosing Party which are marked “Restricted”, “Confidential” or “Secret” or in a manner which gives notice of their confidential nature.

Confidential Information does not include any information:

- a. which is or becomes publicly available (otherwise than as a result of a breach of confidentiality by the Receiving Party);
- b. which was already known to or in the possession of the Receiving Party prior to

disclosure by the Disclosing Party;

- c. which is subsequently received by the Receiving Party from a third party who has the right to disclose such information and/or who is not bound by obligations of confidentiality to the Disclosing Party;
- d. which is independently developed by or on behalf of the Receiving Party without use of or reference to any of the Confidential Information; or
- e. which is required to be disclosed by law.

“Child(ren)” means a child of a Parent belonging to the School;

“Disclosing Party” is defined under Clause 14 of the Terms;

“Force Majeure Event” means any cause or circumstance beyond the reasonable control of a Party (including to the extent that these are beyond such control, acts of God, war, compliance with any applicable law or requirements of any Government Authority, national emergency, accident, fire, lightning, equipment failure, computer software or software malfunction, electrical power failure, faults, interruption or riots, strikes, lock-outs, industrial disputes or epidemics of infectious diseases;

“Force Majeure Period” means continuous or aggregate period of more than 30 (thirty) consecutive days during which a Force Majeure Event exists;

“General Terms and Conditions” means the terms and conditions set out in this Agreement herein;

“Government Authority” means any government or political subdivision thereof or regulatory body; any department, agency or instrumentality of any government or political subdivisions thereof or regulatory body; any court or tribunal; and the governing body of any securities exchange;

“Liabilities” mean all losses, damages, liabilities, costs, claims, charges, expenses, actions, proceedings or demands (including reasonable legal costs and penalties) and fines levied or brought by any Government Authority;

“Parties” mean the School, the Parent and each shall be referred to as a **“Party”**;

“Parent” means the customer procuring the Service(s) defined below from the School under this Agreement;

“Receiving Party” is defined under Clause 14 of the Terms;

“Services” means education services as outlined in Clause 5, provided in accordance with the Child Protection Act, and other applicable rules and regulations prescribed by the OPEC”;

“School” means Associe International Kindergarten Bangkok 35;

“Taxes” mean any and all taxes, VAT, withholding tax, duties, levies and other similar charges

imposed under any law in respect of the provision of the Services or on any Charges or payment due from or payable by the Parent to the School; and

“Working Day” any day of the week other than Saturday, Sunday and any gazetted public holidays in Thailand.

The fees payable under the Terms (collectively, the **“Fees”**) are detailed on the application form already filled out by the Parent (**“Application Form”**) and shall be as follows, see attached for fee references :

“Registration Fee” shall be a one (1) time registration fee for enrollment paid upon the acceptance of signed application form from the Parent and is non-redundable under any circumstances;

“Campus Development Fee” shall be a one (1) time campus development fee for enrollment paid upon the acceptance of signed application form from the Parent and is non-redundable under any circumstances;

“Tuition Fee” shall be maximum 336,000 THB (Three Hundred and Thirty-Six Thousand Thai Baht) per year;

“Facility Fee”; shall be 14,400 THB (Fourteen Thousand Four Hundred Thai Baht) per year;

“Lunch Fee” shall be maximum 18,000 THB (Eighteen Thousand Thai Baht) per year;

“After School Activities Fee” shall be from 400 THB (Four Hundred Thai Baht) to 1,500 (One Thousand Five Hundred Thai Baht) per class;

“Extended Childcare Fee” shall be for extended education service as requested on a case by case basis, at 100 THB (One Hundred Thai Baht) per 30 (thirty) minutes.

2. In this Agreement, unless the context indicates a contrary intention:

- a. the expression “person” includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a foundation, a partnership or a trust (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- b. a reference to any statute or to any statutory provision includes any statutory amendment, modification, reenactment or consolidation (with or without modification) of it or any statutory provision substituted for it and in force from time to time, and all ordinances, orders, by-laws, regulations, rules, statutory instruments or other subordinate legislation (however described) issued under it;

- c. words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- d. references to recitals, clauses, annexes, appendices or schedules are references to recitals, clauses of and annexes, appendices and schedules to this Agreement and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the clause or annex, appendix or schedule in which it appears;
- e. where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- f. clause headings are included for convenience only and shall not affect the interpretation of this Agreement;
- g. a reference to "**writing**" does not include email;
- h. any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- i. a reference to a "**document**" includes all amendments or supplements to that document, or replacements or novation of this Agreement; and
- j. "**Party**" refers to an individual party to this Agreement, and "**Parties**" refers to the parties collectively.

CLAUSE 3 CONTENTS OF AGREEMENT

1. This Agreement consists of and is supplemented by:
 - a. the Application Form;
 - b. the General Terms and Conditions;
 - c. the School Guideline; and
 - d. the signed annexes, appendices and schedules (if any), all of which shall be incorporated into and be deemed part of this Agreement subject to the necessary amendments to give effect to the Parties' intention as expressed in this Agreement.
2. In the event of any inconsistency or conflict in the provisions of any of the foregoing, precedence shall be taken in the following order: (i) the General Terms and Conditions (the Terms); (ii) Application Form; (iii) the School Guideline and the signed annexes, appendices and schedules (if any).

CLAUSE 4 LOCATION

Location of the School is at 23/1 Sukhumvit Road, Soi35, Klongtan-Nua Wattana Bangkok 10110

Thailand.

CLAUSE 5 CONTENTS OF EDUCATION SERVICE

The School shall provide education services necessary for young children in accordance with the Child Protection Act and other regulations as prescribed by OPEC.

The general curriculum and the services provided by the school shall include, but not be limited to, the following:

- a. in accordance with the Ministry of Education of Japan, Kindergarten Education Guideline, the curriculum shall be taught in Japanese, English and Thai. Each 1 (one) month, a project shall be taught in all 3 (three) languages, with different topics being taught within that project in different languages;
- b. education that complies with the educational guidelines (intellectual development, physical development, mental development); and
- c. preparing meals, dressing the Children, and other routine training such as toilet training, as required.

CLAUSE 6 MAINTENANCE OF RECORDS

1. The School shall keep records of education services provided in relation to each child as necessary in accordance with Thai law.
2. If the Parent wishes to view the records of the Child, the Parent must have a valid reason accepted by the School.

CLAUSE 7 APPLICATION PROCEDURE

The Parent shall prepare and complete all necessary documents attached to the Application Form and provided by the School, which should then be submitted. Only after the submission, then the Child shall receive an interview. If the School does not receive the correct documents within the submission date, or as a result of the interview, the School can refuse admission to the Child.

CLAUSE 8 FEES AND PAYMENT METHOD

1. The Parent shall pay the Fees as defined in Clause 1 of this Agreement, which is further detailed and outlined in the Application Form which is an integral part of this Agreement, consisting of:
 - a. Assessment Fee;
 - b. Registration Fee;
 - c. Campus Development Fee;
 - d. Tuition Fee;

- e. Facility Fee;
 - f. Lunch Fee
 - g. After School Activities Fee; and
 - h. Other fees incurred on a case by case basis for using the school's after childcare services, and bus services (collectively, the "**Additional Services**").
2. An initial invoice for the Registration Fee shall be sent to the Parent within 1 (one) week from the submission of the Application Form. Such initial payment shall be made within 1 (one) week from the date the invoice is issued to the designated bank account of the School ("Account"):

Bank: Bangkok Bank

Account name: Associe International Kindergarten Bangkok 35

Account number: 030-8-09240-2

Branch: Em Quartier

3. After the initial payment, an invoice for the Fees of the Term shall be issued each term thereon by the prior month of the beginning of the School term. The payment shall be made by the first day of the School term, to the School's Account.
4. If the Parent engages the School for the School bus service as Additional Services, the Fees for such services shall be calculated by the prior month of the School term, and an invoice shall be issued. The payment shall be made by the first day of the School term, to the School's Account. If the Parent engages the School for extended childcare services, the Fees for such services shall be calculated at the date of provision of the services, and an invoice shall be issued at that date. Such payment shall be paid within that date.
5. If a Child joins the School midway through the School term, the Fees for such Child shall be calculated proportionately to the months it has received tuition. Provided, however, that this shall be limited to the relevant term.
6. Once payment is made from the Parent to the School, if the Parent wishes to withdraw their Child from the School and cease the provision of the School's services during the period of time which they have already paid for, such payment shall be non-refundable.
7. The Parent shall be jointly and severally liable for all Fees incurred under this Agreement whether or not the Services are used by the Parent or any other party, and shall pay the same without any counterclaim, deduction, set-off or withholding.
8. Timeliness is of the essence in the payment of all Fees and Taxes. The School's obligations to

provide the Services under this Agreement will not arise or be effective until the School has received timely payment of any applicable Fees.

9. In the case of late payment or non-payment by the Parent, the School may, at its discretion, suspend, restrict or terminate any of the Services that the School provides to the Parent and charge the Parent administrative fees and/or late payment interest. In addition, the School may, at its discretion, also require the Parent to pay on demand all sums due under any other agreements or accounts the Parent have with the School. If the School claims against the Parent for failing to pay any Fees, the Parent shall be liable for all the legal, administrative and other costs.
10. The School reserves the right to charge the Parent interest on any outstanding amount at the rate of 15% (fifteen percent) per annum from the date such amount is due until payment is received in full.
11. The School may revise its Fees for the Services from time to time. In such event, the Parent agrees to be bound by such revised Fees provided the School gives at least 14 (fourteen) Working Days prior notice of such change and the increased Fees shall apply only to such Services procured by the Parent after the effective date of change.

CLAUSE 9 TAX

The Parent shall be jointly and severally liable for all Taxes. If the Parent is required under law to deduct or withhold any sum as Taxes on any amount payable to the School, the amount payable to the School shall be increased by such amount necessary to ensure that the School will receive a net amount equal to the amount which it would have received in the absence of any such deduction and withholding.

CLAUSE 10 PROVISION OF SCHOOL BUS SERVICES

1. As part of the Additional Services offered by the School, there shall be a school bus service (the "School Bus Service") available for Parents who wish to have their Children transported to and from the School. Information regarding such service shall be provided to the Parent together with the Application Form. If the Parent wishes to use the School Bus Service, it shall indicate so on the Application Form.
2. The Parent hereby acknowledges that the School Bus Service is provided by an independent contractor, and not by the School or its employees. If the Parent wishes to lodge a complaint, or in the event of an accident during the provision of the School Bus Service, all complaints, claims, demands of any kind, shall be made to CL Lease Limited.

3. The School shall not be responsible for or liable for any damage, loss or injury caused by the independent contractor. The Parent shall waive the right to claim against the School for any claim arising out of or in connection with the provision of the School Bus Services.

CLAUSE 11 TERMINATION OF AGREEMENT

1. Notwithstanding any provision of this Agreement, the School shall be entitled to terminate this Agreement at any time by giving the Parent at least 14 (fourteen) Working Days prior written notice.
2. Without prejudice to any other remedies either Party may have under this Agreement or at law, either Party shall have the right at any time to immediately terminate this Agreement by written notice to the other Party on the occurrence of any of the following events:
 - a. if the other Party fails to observe and/or to perform any of its obligations under this Agreement and does not rectify the failure within 14 (fourteen) Working Days of written notice by the non-defaulting Party (which shall include a delay or failure by the Parent to make payment under this Agreement);
 - b. if the other Party becomes insolvent or bankrupt, or has a winding up petition filed against it which is not dismissed within 30 (thirty) days, or admits its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or has distress or execution proceedings levied on its properties or assets, or has a liquidator, receiver, judicial manager or special manager or anything analogous to the foregoing appointed over the undertaking or property of the other Party, or ceases to carry on business or makes any special arrangement or composition with its creditors; or
 - c. where a Force Majeure Event exceeds the Force Majeure Period.
3. The School shall have the right to terminate this Agreement immediately on the occurrence of any of the following events:
 - a. the Parent hurts the reputation and the trustworthiness of the School because of his or her unjustifiable acts;
 - b. the Parent intentionally disseminates false information with the intent of hurting the School's reputation or trustworthiness;
 - c. the Parent discloses Confidential Information or other information that is disadvantageous to the School if it is disclosed, to a third party outside of the School;
 - d. the Parent organizes or encourages religious or political activities within the School's facilities;
 - e. the Parent defames another parent of the School, the employees of the School or the

- School on social networking services such as Facebook;
- f. the Parent intentionally or negligently causes damage to or destroys the building, facility or furniture belonging to the School, making it impossible to use such building, facility or furniture;
 - g. the Parent intentionally or negligently causes damage to the equipment or other personal property of the School, resulting in a loss for the School;
 - h. the Parent behaves inappropriately by verbally or physically threatening or abusing the employees of the School, thereby disrupting the School's order;
 - i. the Parent is charged with a criminal conviction, such as murder, violence, threatening behavior, theft or misappropriation;
 - j. the Parent posts defamatory material on the internet, defaming the School or the School's employees, resulting in harm to the School's reputation; and
 - k. the Parent intentionally or negligently injures or mistreats a child through his or her action.
4. Expiry or termination of this Agreement shall be without prejudice to the rights, obligations and/or Liabilities of the Parties which may have accrued up to the date of such expiry or termination.
 5. Upon any expiry or termination of this Agreement, each Party shall procure that their respective employees, agents and subcontractors forthwith:
 - a. deliver up to the other Party all copies of other Party's Confidential Information and any information and data supplied by or obtained from the other Party for the purposes of this Agreement; and
 - b. deliver up to the other Party all intellectual property in the possession, and certify to the other Party that all of the above have been duly executed.

CLAUSE 12 EFFECT OF TERMINATION

1. Upon termination of this Agreement, (i) the School shall cease to provide the Services to the Parent herein; and (ii) the Parent shall pay all amounts due and owing under this Agreement including any Fees up to the date of the expiry, all such amounts shall become immediately due and payable. The termination of this Agreement will not affect any accrued rights or remedies of either Party against the other Party.
2. The following provisions shall apply on and after notice of termination:
 - a. those Clauses and provisions which by their nature should survive termination shall continue to survive including without limitation Clauses

- b. the Parties shall continue to perform or comply with those obligations under this Agreement which are not affected by termination; and
 - c. any claim which either Party may have against the other in respect of any breach or non-performance or repudiation of any of the provisions of this Agreement which shall have occurred prior to such termination or suspension shall not be affected or prejudiced and all rights of suspension or termination under this Agreement are in addition to and separate from any other rights of each Party at law.
3. All Fees and taxes that are paid are non-refundable.

CLAUSE 13 PERSONAL INFORMATION

The School will promote the protection of personal information by establishing the personal information protection policy as below, establishing the mechanism of personal information protection, and thoroughly recognizing and addressing the importance of protecting personal information to all staff in the School.

- a. The School will keep personal information of the Child and the Parent accurate and up to date and prevent unauthorized access to personal information, loss, damage, falsification, leakage, etc., the School shall take note of safety measures and keep personal information.
- b. The School will only use the personal information collected by the School within the scope of the purpose of use, the School shall not use it beyond its purpose.
- c. The School will manage the personal information deposited by the Parent and will not disclose personal information to any third party unless:
 - i. the School has parental consent; or
 - ii. it is necessary to disclose in accordance with laws and ordinances.
- d. In this Agreement, Parents, guardians and visitors may only take photographs at special events such as plays, concerts, sporting events for personal use only. All parents should be reminded and aware that the publication of these photographs may be unlawful. Children are not permitted to carry mobile devices in the Facilities. Use of such devices by Parents are also prohibited.
- e. The School takes pride in celebrating the success of all students at the School. Photographs of the Child may be uploaded on the School's website, printed on brochures etc. The School therefore asks that if the Parent does not wish photographs of the Child to be included in these materials, to opt out by contacting the administration office of the School.
- f. The School recognizes and respect the importance of each Child's privacy and confidentiality as an individual right and a basis for building partnerships. The School ensures to maintain

private and confidential files for educators and staff, children and their families.

CLAUSE 14 EMERGENCY

1. If a sudden change occurs in the physical or mental state of a Child under the education of the School or when judging that there is any other necessity, the School will inform the emergency contact designated by the Parent in advance and promptly send such Child to the attending physician or a temporary doctor.
2. When a Child is involved in serious accidents during school time, the School will inform and request the Parent to pick up the Child, or contact the various parties necessary for emergency response.

CLAUSE 15 CONFIDENTIALITY

1. Each Party (“the **“Receiving Party”**”) agrees to keep confidential any Confidential Information of the other Party (the **“Disclosing Party”**) and shall not use or disclose the Confidential Information or any part of it to any Person (other than their directors, officers, employees, representatives and agents, their professional representatives or advisers on a need-to-know basis and provided they agree to be bound by confidentiality obligations no less onerous than this Clause, or as may be required by law or any legal or Government Authority) without the prior written consent of the Disclosing Party.
2. Without prejudice to the generality of Clause 14.1, each Party shall ensure that all Confidential Information generated or obtained in pursuance of this Agreement shall not be used for any purpose other than the fulfillment of its obligations herein. Each Party shall use its reasonable endeavors to prevent the publication or disclosure of any Confidential Information.
3. Without prejudice to any other rights or remedies that the Disclosing Party may have, the Receiving Party acknowledges and agrees that the Disclosing Party shall, without proof of special damage, be entitled to an injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of this Clause, in addition to any damages or other remedy to which it may be entitled.
4. The obligations of the Parties contained in this Clause shall continue in force notwithstanding the expiry or termination of this Agreement for a period of 2 (two) years after such expiry or termination.

CLAUSE 16 AMENDMENT

1. The School may from time to time change the contents of Agreement and any of the Service conditions and/or such other terms and conditions agreed or accepted by the Parent (including without limitation, Charges, pricing table and payment terms).
2. The School may also from time to time withdraw, suspend, change or modify any of the Services.
3. The School will endeavor, where reasonably practicable, to give the Parent reasonable advance notice of such changes, through written notice, electronic mail, bills, the School's website or such other form as the School may deem appropriate. The Parent agrees that the display of the revised Terms on the School website will constitute notice of the changes. The Parent's continued use of the Services will constitute acceptance of the changes.

CLAUSE 17 DISCLAIMER AND EXCLUSION OF LIABILITY

The School does not warrant or guarantee that the Services will be provided in a continuous or uninterrupted manner. The Services are provided on an "as is" and "as available" basis and the Parent accepts that their use of the Service or reliance on the Service is solely at its/their own risk. To the fullest extent permitted by law, the School expressly disclaims warranties of any kind, whether express or implied, including implied warranties of satisfactory quality and fitness for a particular purpose. No advice or information whether oral or written, obtained by the Parent from the School or through the Services will create any warranty set out in this Agreement.

CLAUSE 18 INDEMNITIES

1. The School shall be liable to the Parent with respect to any breach of any representation, warranty and agreement. For indemnification by the School to the Parent, the indemnified amount shall be limited to and will not exceed the amount that is insured under the School's two (2) insurance entered into with Sompoo Insurance (Thailand) Co., Ltd, which are:
 - a. Accidental damager (property) insurance; and
 - b. Comprehensive general liability insurance.
2. The Parent shall indemnify and hold harmless the School from and against any losses it incurs directly/indirectly in connection with any undertaking or obligation of the Parent contained in this Agreement.

CLAUSE 19 LIMITATION OF LIABILITY

1. No Party shall, under any circumstance, have any liability for loss of profits, loss of revenues or any special, incidental, indirect, consequential, punitive or exemplary damages, even if the

Party has been advised of the possibility of such damages.

2. Except as set out in this Agreement, the School expressly excludes all other liability it may have to the Parent including all Liabilities in contract, tort, negligence, misrepresentation, strict liability or statute. This exclusion applies for the School's benefit, all companies, directly or indirectly owned, wholly or partly owned or controlled by the School or any of these parties, and all their officers, employees, contractors and agents or anyone else to whom the School or these parties are responsible ("**the Relevant Parties**") and whether it relates to anything caused by or resulting from anything any of the Relevant Parties does or omits to do or delays in doing (even if done, omitted or delayed willfully, recklessly or negligently), whether or not it is contemplated or authorized by any agreement between the Parties.
3. The Parties acknowledge and agree that the limitations contained in this Clause are reasonable in all the circumstances.

CLAUSE 20 FORCE MAJEURE

1. If the performance of this Agreement by either Party is prevented, hindered or delayed by reason of a Force Majeure Event then that Party shall be excused from such performance to the extent that it is necessarily prevented, hindered or delayed thereby during the continuance of any such cause or circumstance and this Agreement shall be suspended for so long as and to the extent that any such cause or circumstance prevents, hinders or delays performance of this Agreement.
2. A Party suffering a Force Majeure Event shall promptly notify the other Party of the nature and extent of the Force Majeure Event and notwithstanding Clause 20.1, if it prevails for the Force Majeure Period, the other Party may, at its option, give written notice to the Party so prevented to terminate this Agreement forthwith in which case neither Party shall have any liability to the other except that rights and Liabilities which accrued prior to such termination shall continue to subsist.

CLAUSE 21 NOTICES

1. Unless otherwise agreed, all notices, demands, requests and other communications given under this Agreement (collectively, "**Notices**") shall be in writing, in the English.
2. Notices shall be deemed received:
 - a. in the case of hand delivery, on the day of delivery;
 - b. in the case of electric mail, on the day of sent. Provided, however, the notice from the Parent by electric mail shall be subject to be received only if the Management of the School replied to the electric mail.

- c. in the case of pre-paid post, within 3 (three) Working Days of such posting. To this end, proof that the envelope containing such Notice was properly addressed and posted as prepaid post shall be sufficient evidence that such Notice was received;
- d. in the case of registered mail or courier, upon written acknowledgement of receipt; and
- e. in the case of facsimile, it will not be accepted;

CLAUSE 22 OTHER PROVISIONS

1. This Agreement, and the documents referred to in it, contains the entire agreement and understanding of the Parties with respect to the subject-matter herein and supersedes any and all prior agreements, arrangements, understanding, promises, covenants, representations and communications between the Parties, whether written or oral, with respect to the subject-matter herein. Each Party acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.
2. This Agreement (or any document entered into pursuant to or in connection with this Agreement) may not be modified or changed nor may any provision be waived, except in writing signed by each of the Parties.
3. No failure to exercise, nor any delay in enforcing, exercising, on the part of either Party, any right, power, privilege, claim or remedy under this Agreement or by law shall be deemed or construed to operate as a waiver thereof, nor shall any single or partial exercise of any right, power, privilege, claim or remedy prevent any further or other exercise thereof or the exercise of any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.
4. Each Party undertakes with the other Party that it will do such acts and things as the other Party may reasonably require for the purpose of giving to it the full benefit of this Agreement.
5. If a court, administrative body or tribunal of competent jurisdiction holds any provision of this Agreement to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect.
6. This Agreement may be signed in counterparts and by the Parties on separate counterparts, each of which when so executed shall be an original, but all counterparts shall together constitute one

and the same document.

CLAUSE 23 GOVERNING LAW AND JURISDICTION

1. This Agreement (and any claim, dispute or matter arising under or in connection with it or its enforceability) shall be governed by and construed in accordance with the laws of Thailand.
2. Any dispute, controversy or claim arising out of or relating to this contract or the breach, termination or invalidity thereof, shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Thailand Arbitration Center ("THAC") in force at the time, and shall be under the administration of THAC. The seat of the arbitration shall be Thailand. The language of the arbitration shall be English.

CLAUSE 24 LANGUAGE

This Agreement and other related documents have been executed by the Parties in the English language and in the event of any dispute arising out of and in relation to this Agreement hereto, the English language version shall prevail over other translations.

CLAUSE 25 SUPPLEMENTAL PROVISION

These Terms and Conditions shall come into fifth as the Revised Edition from 5 December 2025.

The Parent has recognized and agreed all terms and conditions mentioned in the Terms.

Signed _____ Parent

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Date: _____