

Agreement No.....

(สัญญาจ้างที่ปรึกษา)

AGREEMENT FOR ENGAGEMENT OF CONSULTANT

This Agreement is executed and delivered thisday of B.E. 25..... (A.D.) at Bangkok, Thailand between Thai Airways International Public Company Limited represented by.....,hereinafter called "THAI" of the one part and incorporated under the law of..... having its registered business office atrepresented by.....,Passport No. who have authority to sign and bind the said juristic person in accordance with the Power of Attorney dated..... attached hereto, hereinafter called " the Consultant" of the other part.

WHEREAS THAI is desirous that consulting services be rendered for theProject.

It is hereby agreed and declared by and between the parties hereto as follows:

THAI hereby employs the Consultant and the Consultant accepts the employment on the terms and conditions as laid down in this Agreement and Appendices annexed hereto and make a part hereof. In case of inconsistency between the terms and conditions of this Agreement and the Appendices, the former shall prevail.

1 GENERAL PROVISIONS

1.1 SCOPE OF SERVICES

The Services to be performed by the Consultant under this Agreement (hereinafter called "the Services") are described in the Scope of Services set forth in Appendix A.

1.2 PLACE OF PERFORMANCE OF SERVICES

The Consultant shall perform his Services in Thailand in accordance with the Scope of Services set forth in Appendix A.

1.3 LAW TO BE OBSERVED

In the performance of Services under this Agreement, the Consultant and his personnel shall observe and comply with all Thai laws, ordinances and regulations.

1.4 LANGUAGE AND LAW

- (a) This Agreement is executed in English.
- (b) This Agreement shall be subject to Thai laws. The parties to this Agreement agree to submit to the jurisdiction of the courts of Thailand.
- (c) All notices, instructions, correspondence and any other written documentation concerning the Agreement between THAI and the Consultant shall be in [Thai or] English.

1.5 HEADINGS

The headings in this Agreement shall not be deemed to be part thereof or taken in consideration in the interpretation of the Agreement.

1.6 NOTICE

All notices under the Agreement shall be given in writing and shall be deemed to have been given; when delivered, if delivered by personal delivery to the designated representative of each of the parties during normal business hours of the recipient; when sent, if transmitted by telex or facsimile transmission (receipt confirmed) during normal business hour of the recipient, or on the third business day following mailing, if mailed by registered or certified mail, in each case to the specific names and addresses of the parties as follows:

if to THAI

.....

Thai Airways International Public Company Limited
 89 Vibhavadi Rangsit Road
 Bangkok 10900 Thailand
 Fax:

if to the Consultant

.....

Fax:

2. TERM, COMMENCEMENT, COMPLETION, ALTERATION AND TERMINATION OF THE AGREEMENT

2.1 TERM, COMMENCEMENT AND COMPLETION

The Agreement shall come into force immediately upon its signing of all the necessary signatures by the parties.

The Consultant shall commence the Services immediately upon the signing date of this Agreement and shall complete the Services within (.....) months (.....days) from the commencement date or as alternatively agreed in writing between both parties.

2.2 ALTERATION

Should circumstances arise which call for alterations or modifications of the Agreement, these may be made by the written supplementary agreement executed in the same formalities as this Agreement. Proposal in this respect from one party shall be given due consideration by the other party.

2.3 ASSIGNMENT

2.3.1 The Consultant shall not subcontract, assign, transfer or otherwise make any other disposal of whole or part of the Services under the Agreement to others without first obtaining the written consent of THAI. Should the said consent be obtained from THAI, the Consultant shall remain fully and unseverably responsible for the Services under the Agreement.

2.3.2 The Consultant shall not, without the written consent of THAI, assign any rights or benefits under the Agreement to others.

2.4 TERMINATION

2.4.1 NOTICE BY THAI

(A) THAI is entitled to terminate this Agreement if THAI is of the opinion that the Consultant has not exercised the professional skill and care which can be expected from the Consultant as provided in clause 3.1 or has not complied with any of the terms and conditions specified in the Agreement. In such case, THAI will notify the Consultant in writing specifying the reasons for the termination. Should the Consultant fail to satisfy THAI within fifteen (15) days, from the date of receiving the written notice, THAI is entitled to terminate this Agreement by delivery of written notice of termination to the Consultant. Upon receipt of the notice of termination, the Consultant shall take immediate steps to bring the Services to a close and to reduce expenditures to a minimum.

(B) THAI may, at any time, give prior written notice to the Consultant of his intention to terminate this Agreement. The effective date of termination of this Agreement shall not be less than fifteen (15) days after receipt of such notice, or such other shorter or longer period as may be agreed between the two parties. Upon receipt of such notice the Consultant shall take immediate steps to bring the Services to a close and to reduce expenditures to a minimum.

2.4.2 NOTICE BY THE CONSULTANT

The Consultant is entitled to terminate this Agreement if THAI does not fulfill its obligations under this Agreement. In such case, the Consultant will notify THAI in writing and will specify and detail the causes and reasons why termination is being claimed. Upon receipt of such notice, THAI may have the opportunity to satisfy the Consultant within thirty (30) days. If THAI fails to satisfy the Consultant within the aforesaid period, then the Consultant is entitled to terminate the Agreement by delivery of written notice of termination to THAI.

2.4.3 FORCE MAJEURE

(A) "FORCE MAJEURE" denotes any event, the happening or pernicious results of which could not be prevented even though a person against whom

it happened or threatened to happen were to take such appropriate care as might be expected from him in his situation.

(B) If either party is unable by reason of Force Majeure to perform his obligations under this Agreement, such party shall notify the event in writing to the other party within fourteen (14) days after its occurrence. The said notice shall contain information about the nature of the circumstances and, if possible contain an evaluation of their probable impact upon performance of obligations hereunder as well as the time required for performance. The Party claiming force majeure shall use all reasonable endeavours to minimize the consequences of such force majeure. The latter party shall, within reasonable time after the date of receiving such notification, study, determine and notify the former party whether he shall accept the existence of Force Majeure.

(C) During the existence of Force Majeure, the obligations and responsibilities of both parties shall be suspended, unless otherwise provided elsewhere in this Agreement. The schedule of performance of services shall be extended for a period equal to the exactly delay resulting from Force Majeure.

(D) If any party is unable to perform or accept the performance of the Services, wholly or partly, under this Agreement due to Force Majeure for a period exceeding sixty (60) days, after the date of the notice referred to in paragraph (B) each party is entitled to terminate this Agreement by delivery of written notice to the other party not less than fifteen (15) days in advance.

2.5 ENTITLEMENT OF THE PARTIES UPON TERMINATION

2.5.1 Upon termination of the Agreement under clause 2.4.1(A), THAI shall pay a fair and reasonable proportion of remuneration as provided in Appendix C., calculated from the day on which the Services is commenced up to the date of termination of the Agreement. In this case, THAI has the right to forfeit the performance guarantee by claiming against the bank issuing the performance guarantee in whole or in part as THAI may deem appropriate.

2.5.2 Upon termination of the Agreement under clause 2.4.1 (B) or 2.4.2 THAI shall pay a fair and reasonable proportion of remuneration as provided in Appendix C., calculated from the day on which the Services is commenced up to the date of termination of this Agreement. In these case THAI shall release the performance guarantee together with compensation for all travelling and out-of-pocket expenses actually and reasonably incurred in so far as these payments have not previously been made or covered by the lump sum installment(s) to be paid. In no event shall the compensation and all previous payments exceed the total of the amount specified in Appendix C. or any subsequent amendments thereof.

2.5.3 Upon termination of this Agreement under clause 2.4.3(D), THAI shall pay a fair and reasonable proportion of remuneration as provided in Appendix C., calculated from the day on which the Services is commenced up to the date of termination of the Agreement. In this case, THAI shall also release the performance guarantee.

2.6 CLAIMS FOR TERMINATION UPON DEFAULT

Any claims for damages arising out of termination upon default shall be agreed between THAI and the Consultant. However, in case of termination upon default of the Consultant, THAI shall have the right to compensation for damages.

2.7 RIGHTS AND LIABILITIES OF PARTIES

Termination of the Agreement, for whatever reasons, shall not prejudice or affect the accrued rights, claims and liabilities of each party to this Agreement.

3 THE RIGHTS AND DUTIES OF THE CONSULTANT

3.1 The Consultant shall exercise all reasonable skill, care and due diligence and efficiency in the performance of the Services under this Agreement and shall carry out all his responsibilities in accordance with recognized international professional standards.

3.2 The remuneration of the Consultant charged to THAI according to this Agreement shall constitute his only remuneration in connection with the Agreement and neither he nor his personnel shall accept any trade commission, discount, allowance, other direct or indirect payment or other consideration in connection with or in relation to this Agreement or to the discharge of his obligations thereunder.

3.3 The Consultant shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article or process used on or for the purposed of this Agreement unless it is mutually agreed in writing that he may.

3.4 The Consultant will provide all the expert technical advice and skill which are normally required for the class and nature of Services for which he is engaged. Where specialists, technical advice or assistance is required, beyond that committed under the Scope of Work in Appendix A, the Consultant may, with the prior written agreement of both parties, arrange for the provision of such additional service(s). THAI shall pay for all additional service(s) under the paid additional agreement. However, the Consultant shall remain fully and unseverably responsible for all the Services which he is committed to render in this Agreement.

3.5 The copyright of all reports prepared by the Consultant in connection with this Agreement rests with THAI. All reports prepared by the Consultant in connection with the Agreement shall be confidential and shall be the property of THAI. The Consultant shall deliver all these reports to THAI upon the completion of this Agreement. The Consultant may take copies of such reports but shall not use the contents thereof for any purposes unrelated to the Services without the prior written approval of THAI.

3.6 The Consultant shall procure all permits and licenses, pay all charges, custom duties, stamp duties, fees, taxes and duties, and submit all application necessary and incidental to the due and lawful prosecution of the Services under this Agreement. The Consultant shall be subject to the deduction of corporate income tax, business tax, municipal tax and other taxes as provided by Thai laws and shall enable his employees to pay income taxes on their salaries or other money derives as specified under the existing laws or laws enacted during the tenure of this Agreement, and the Consultant shall be subject to the deduction of income taxes of the aforesaid person and to all necessities as provided by laws.

4. LIABILITY OF THE CONSULTANT

4.1 The Consultant shall indemnify and hold harmless THAI from and against any and all claims, damages, expenses or costs, including those asserted by third parties, arising as a consequence of the errors or omissions on his part or on the part of his employees.

4.2 The Consultant shall be liable for any violations of legal provisions or rights of third parties in respect of patents or copyrights introduced into the Services by him.

4.3 Unless otherwise provided by this Agreement, the Consultant shall, at his own cost, take out and maintain insurance against third party liability.

4.4 The Consultant has no liability whatsoever

(1) for any damages resulting from any act of THAI without any fault of the Consultant contributed

(2) for any damages caused by the contractors or the suppliers which are not covered by either the Consultant's Description of Works or by the Consultant's instructions or written advice, and

(3) for injuries or damages to persons or property which could not be prevented even though the Consultant took such appropriate care as might be expected from the reasonable and prudent consultant who renders the same consulting services as the Services under the Consultant's situation in connection with the execution of his duties under the Agreement.

4.5 If the Consultant is unable to fulfill its obligations under the Agreement within the time specified in the Agreement and THAI has not terminated this Agreement the Consultant shall have to pay a fine to THAI at the rate of 0.1% of the consulting fee per day from the day next to the expiry until the date on which THAI terminates this Agreement. The Consultant also agrees to pay to THAI for damages caused by delay in the performance of the obligations under this Agreement which exceeds the amount being fined. If the Consultant does not pay a fine, THAI shall have the right forfeit the Performance Security by claiming against the bank issuing the Performance Security in whole or in part as THAI may deem appropriate.

5. OBLIGATIONS OF THAI

THAI shall furnish, without charge and within a reasonable time, all pertinent data and information available to THAI and shall give such assistance as shall be reasonably required by the Consultant for carrying out his duties under this Agreement. THAI shall give its decision on all sketches, drawings, reports, recommendations and other matters properly referred to it for decision by the Consultant in such reasonable time as not to delay or disrupt the performance by the Consultant of his Services under this Agreement. In this connection, THAI shall designate a representative as agent empowered to act on behalf of THAI under this Agreement and to give approval to any activities relating to the Services under this Agreement. Approval, recommendation or decision by THAI or its agent as mentioned above shall not exempt the Consultant from his obligation and liability under this Agreement.

6. PERSONNEL

6.1 The Consultant shall fulfill his obligations under the Agreement by using the best knowledge and in accordance with accepted professional standards. To this end, the Consultant shall provide adequate professional and experienced personnel related to the Services mentioned in Appendix A.

6.2 The Services shall be carried out by personnel specified in Appendix B hereof for the respective period of time indicated therein, provided that the Consultant may, with the prior written consent of THAI, make such reasonable adjustment in such periods as may be appropriate to ensure the efficient performance of the Services.

6.3 For local professional personnel other than those listed in Appendix B, the Consultant shall submit biographical data, including education and experience, relating to each employee proposed to THAI before allowing that employee to start his work.

6.4 Expenses covering salary, travelling expenses and all other expenses of any nominee not listed in Appendix B, shall be borne by the Consultant.

6.5 THAI may, at any time, instruct the Consultant to remove any person employed by the Consultant or brought to perform the Services by the Consultant, if in the opinion of THAI, such person misconducts himself or is incompetent or negligent in the proper performance of his duties or his removal is required for any other reasons at the discretion of THAI, and the Consultant shall arrange to fulfill such demand immediately and shall take such measures as will enable him to carry on his duties without delay. The Consultant shall provide the person employed as a replacement person of equivalent or better qualification.

6.6 The Consultant may remove and change his personnel for suitability in the performance of the Services and for the requirement and benefit of THAI or of the Services under the Agreement.

6.7 The Consultant's Project manager shall be the representative in charge of and responsible for the Services and for liaison between THAI and the Consultant.

7 REMUNERATION OF THE CONSULTANT

7.1 THAI shall remunerate the Consultant in respect of the Services in accordance with the conditions set forth in Appendix C of the Agreement.

7.2 In the event of any services being required supplementary to those detailed in Appendix A of the Agreement due to any alteration or modification as agreed between the parties, THAI and the Consultant shall make the supplementary agreement mentioned in 2.2 and the Consultant shall receive additional remuneration including reimbursable costs (if any) which shall be computed on the same basis as specified in Appendix C.

8. PAYMENTS TO THE CONSULTANT

8.1 THAI shall effect payment to the Consultant in accordance with the payment schedules and in the manner set forth in Appendix C.

8.2 Amount due to the Consultant shall be paid to the Consultant not later than thirty (30) days from the date of receipt of the complete invoice accompanying with all required documentation.

8.3 Subject to the laws, ordinances and regulation enforced in Thailand, all payments made to the Consultant on account of foreign exchange costs shall be available for repatriation by the Consultant.

8.4 Whenever it shall be necessary to value one currency in terms of another for the purpose of the payment of an amount specified in Appendix C, the rate of exchange applicable shall be the selling rate published by Bank of Thailand on the date the payment is due.

9. CONFIDENTIAL INFORMATION

9.1 The Consultant acknowledges and understands that in the course of its work it may have access to Confidential Information. For purposes of this Agreement, the term "Confidential Information" shall mean information relating to THAI (or joint ventures or companies in which THAI has or may have a direct or indirect equity interest) (the "Affiliates") which the Consultant has been told (or which the Consultant knows or reasonably should have known) is confidential or proprietary to THAI. Information which relates to their business, performance, proposed investments, proposed disposition plans and strategies, business plans, strategies, data and finances shall be considered Confidential Information. Notwithstanding the foregoing, the term "Confidential Information" does not include (a) information that is or become publicly available, other than as a result of disclosure by the Consultant or persons acting pursuant to its orders or under its control, or (b) information that is or becomes available to the Consultant on a non-confidential basis from a source other than THAI or its or their representatives, which source the Consultant does not know, and should not reasonably know, is bound by a confidentiality agreement or other contractual, legal or fiduciary obligation of confidentiality to THAI, or its representatives or affiliates, or any other party with respect to any portion thereof.

9.2 The Consultant shall not disclose Confidential Information to any other person without the prior written consent of THAI. The Consultant shall not, without the prior written consent of THAI, provide to any other Person any written documentation (or transfer via electronic, magneto-optical or other ,similar, means any such written documentation) which is or which contains or refers to Confidential Information.

9.3 Upon demand, the Consultant will promptly relinquish and deliver to THAI all files, correspondence, memoranda, diaries and other records, minutes notes, manuals, papers and other documents and data, however prepared or memorialized, and all copies thereof, which contain Confidential Information and that are within the Consultant's possession, custody or control. In such case, all other Confidential Information in the possession, custody or control of the Consultant shall be destroyed, and the Consultant shall deliver a written statement to THAI, to the effect that such destruction has occurred.

9.4 If the Consultant wishes to use or disclose Confidential Information, it may request THAI to permit it to do so. Such request shall be in writing and describe the

Confidential Information the Consultant wishes to use or disclose and the reasons for such use or disclosure. THAI agrees to respond promptly to any such request.

The provisions of this Clause 9 shall survive any termination of this Agreement.

10. SEVERABILITY

If any provisions of this Agreement are held to be invalid; the remaining provisions shall remain in force and effect.

11. WAIVER

No waiver of default by either party of any of the terms, covenants or conditions hereof to be kept, observed and performed by the other party shall be construed to be, or act as, a waiver of any subsequent default of any of the terms, covenants and conditions herein contained. No waiver by either party of any term or provision hereof shall be binding unless made in writing and signed by such party.

12. ENTIRE AGREEMENT

This Agreement and its Attachments contain the entire agreement between the parties with respect to its subject matter and supersedes all previous agreements and understandings between the parties with respect to its subject matter.

13. Performance Security

At the time of signing of this Agreement the Consultant has furnished to THAI a Performance Security in the prescribed form issued by a bank in Thailand and acceptable to THAI. The amount of Performance Security is(.....) which is five percent (5%) of the price of this Agreement.

The said security will be released at such later time as the Consultant has discharged all his obligations to THAI under this Agreement. The Consultant shall maintain the validity of the security accordingly.

This Agreement is executed in two identical counterparts, one for THAI, one for the Consultant. Both parties have read and understood all terms and conditions of this Agreement and have hereto appended their respective signatures and affixed their seals (if any) in the presence of witnesses.

Thai Airways International
Public Company Limited

The Consultant

By.....
(.....)

By.....
(.....)

Witness.....
(.....)

Witness.....
(.....)

APPENDIX A.

SCOPE OF SERVICES AND WORK SCHEDULE

1. Scope of Work

2. Work Schedule

In the performance of the Services, the Consultant shall adhere to the time schedule in attachment..... to this Appendix A.

APPENDIX B.

CONSULTANT'S PERSONNEL AND MANNING SCHEDULE

Consultant's personnel shall consist of the following:-

Project Director
Project Consultants
.....
.....
.....

The Consultant shall organize its own manning schedule to meet the work schedule as set forth in Appendix A.

APPENDIX C.

Remuneration and Method of Payment

1. Consulting Fee

The costs for the Services to be paid to the Consultant under this Agreement shall be(.....). Such amount shall not include Value Added Tax.

2. Payment Schedule

The Consultant Fee for the Services under 1. shall be paid to the Consultant according to the payment schedule as follows:

Payment Item	Currency
1. Upon Signing of the Agreement (Advance Payment 15% of the Price)	
2. At the end of Month 1	*
3. At the end of Month 2	*
4. At the end of Month 3	*
5. Submission of Final Report (15% of the price)	

[The First installment (Advance Payments) shall be subject to the submission of a bank guarantee to THAI for guaranteeing the repayment of the amount of the Advance Payment which shall still be outstanding at the time the Agreement has been terminated. The said bank guarantee must be issued by a bank in Thailand in the form attached and shall be valid from the date of receipt of the Advance Payment until the date the Advance Payment has been repaid. THAI will return the bank guarantee to the Consultant within.....(.....) days after the Advance Payment has been repaid]*

*Remuneration for the payment 2-4 shall be determined on the basis of proportion of work actually done by the Consultant which shall be subject to the approval of THAI. In case of dispute, THAI has the sole right to determine the volume of work and the proportion of remuneration to be paid. Each installment shall be due on receipt by THAI of a Consultant's invoice and associated documents and progress report acceptable to THAI. Invoices for monthly installments shall be submitted by the Consultant at the end of the month... (month1,2,3.....) to which each invoice refers. For the purposes of this Agreement, each month consist of thirty (30) days and each ends on the 30th of each month.

THAI may withhold any of the payments if the Consultant fails to maintain the working schedule in Appendix A, until correction has been made.

3. Reimbursable Expenses

For the work performed in accordance with the Scope of Services in Appendix A., THAI shall reimburse the Consultant the actual costs of the travel expenses consisting of foods, transportations (excluding air ticket) and airport taxes and Hotel. [The travel expenses shall be capped at the amount of per month.]

.....

The travel expenses shall be due on receipt by THAI of a Consultant's invoices and shall be paid not later than thirty (30) days from the date of receipt of the complete invoice accompanying with all associated documentation. All costs shall be converted into Thai currency according to The Bank of Thailand's Reference Exchange Rates (Weight Average Interbank Exchange Rate) on the day of issuing of the invoices

4. Air Tickets and Hotel Accommodation

4.1 Air Tickets

In respect of the Services performed [inside/outside] Thailand in 3, THAI shall provide Air Tickets for the Consultant's personnel according to the Manning Schedule in Appendix B.

4.2 Hotel Accommodation

For only the Services performed in THAI shall provide hotel accommodation to Consultant's personnel according to the Manning Schedule in Appendix B.

FORM OF LETTER OF GUARANTEE
(Performance Security)

No.

Date :.....

We, (Name of Commercial Bank in Thailand)
hereby establish this of Letter of Guarantee in favour of Thai Airways International
Public Company Limited ("THAI") as follows :

(1) As("the Consultant") has entered into Agreement
for with THAI under Agreement No.
whereby the Consultant has to deposit with THAI earnest money as performance
security for the proper and faithful performance of the Agreement in the Amount of
..... (in words) equivalent to five percent (.....%) of the total
Agreement value, we agree unconditionally to irrevocably guarantee as primary
obligator, the payment to THAI on its first demand, without whatsoever right of
objection on our part and without its first claim on the Consultant In the amount of not
exceeding(figure)..... (.....(in words).....) in the event of any damages,
liquidated damages (penalty), expenses or if any obligations expressed in the above
mentioned Agreement has not been fulfilled by the Consultant.

(2) If, at any time in the course of the execution of the Agreement, THAI grants
a time extension, or allows the Consultant to deviate from any conditions of the
Agreement without our knowledge, it shall be deemed that such grants shall have been
made with our consent.

(3) This Letter of Guarantee shall be valid and in full force and effect from the
date of execution of the above-mentioned Agreement until all obligations on the part of
the Consultant have been fulfilled.

(4) We shall in no event withdraw this Letter of Guarantee for any reasons so
far as the Consultant is still liable under the above mentioned Agreement.

IN WITNESS WHEREOF , we(Name of the Bank)..... have caused
these presents to be signed by our authorized representative [and our corporate seal to
be hereinto affixed]*

(Signed)..... Guarantor
(.....)

(Signed)..... Witness
(.....)

(Signed)..... Witness
(.....)

* [] if applicable.

FORM OF LETTER OF GUARANTEE
(Advance Payment)

No.

Date :

WHEREAS(Name of the Consultant)..... has entered into an Agreement with Thai Airways International Public Company Limited ("THAI") undertake as per Agreement No. executed on Whereby (hereinafter referred to as "the Consultant")..... are entitled to draw an advance money of Baht.....(in word)..... which is equivalent to Percent (.....%) of the Agreement cost.

WHEREAS.....(Name of the Consultant).....wish to draw the said advance money of(.....) from THAI against presentation of a Bank Guarantee for the same amount.

NOW THEREFORE, by this Letter of Guarantee, we.....(Name of Commercial Bank in Thailand)..... Business Address No. Sub-District..... District..... Province..... hereby agree to guarantee to THAI under the condition set below:

1. We hereby guarantee repayment of the advance money received by..... (Name of the Consultant).....to the extent of Baht..... (.....)

2. If.....(Name of the Consultant).....is required to refund the advance money stated in Clause 1 above to THAI in case where..... (Name of the Consultant).....acts contrary or fails to act in accordance with the Agreement thereby resulting in failure to meet, or in breach of the Agreement, or any of the conditions attached thereto, or if.....(Name of the Consultant)is required to refund the said advance money to THAI, in other cases we hereby agree to repay the said advance money in full amount of Baht..... (.....) or the outstanding amount thereof to THAI within 7 (seven) days from the receipt of written request to do so from THAI, without the necessity of previous request to(Name of the Consultant).....for repayment of the same without whatsoever right of objection on our part.

3. If, at any time in the course of the execution of the Agreement, THAI grants a time extension, or allows the Consultant to deviate from any terms and conditions of the Agreement without our knowledge, it shall be deemed that such grant shall have been made with our consent.

4. We shall in no event withdraw this guarantee for any reason so far as (Name of Consultant)..... is still liable to THAI under the Agreement.

IN WITNESS WHEREOF, we,.....(Name of the Bank)..... Have caused these presents to be signed by our authorized representative and our corporate seal to be hereinto affixed.

(Signed)..... Guarantor
(.....)

(Signed)..... Witness
(.....)

(Signed)..... Witness
(.....)