

Agreement

This agreement is entered on the _____ between Visual Orange Co., Ltd., and

Whereas,

_____ is in need of _____; and

whereas,

Visual Orange Co., Ltd. has agreed to perform _____

for _____ in providing _____

and other related activities as defined in

Visual Orange's quotation (quotation nr. xxxxxxx and definition pages quotation nr. xxxxxxx - xxxxxxx).

Article 1 – Applicability

This agreement, hereafter referred to as the "Agreement", define the rights and obligations of Visual Orange Co., Ltd., hereafter referred to as "Visual Orange", and _____ hereafter referred to as the "Client" and apply to all contracts between the parties regarding Visual Orange's services, in so far as not expressly deviated from in writing by both parties. Referral by the Client to its conditions, tender or other conditions is not accepted by Visual Orange.

Article 2 – Conditions of sale

- a. All quotation supplied by Visual Orange are without obligation.
- b. Unless another validity period is expressly defined in Visual Orange's quotation, the said quotation is firm and irrevocable solely for a period of 14 (fourteen) days from the date of issue thereof.

Article 3 – Delivery time

- a. A delivery time agreed by the parties comes into effect on the day the agreement is concluded or on the day Visual Orange is in possession of all the information required to implement the Agreement, whichever is the later.
- b. Visual Orange has calculated _____ (_____) work days to complete the deliverables as specified in the quotation (quotation nr. xxxxxxx and definition pages quotation nr. xxxxxxx - xxxxxxx).
- c. If Visual Orange's calculated time, as stated in sub b, for the deliverables as described in the quotation (quotation nr. xxxxxxx and definition pages quotation nr. xxxxxxx - xxxxxxx) exceeds the agreed upon amount of time with more than 10% and no deliverables have been added since, the Client will not be held responsible to compensate Visual Orange for the additional time spend to complete the project.
- d. Visual Orange will respect the delivery time as specified in the Agreement and will make every effort to not exceed the agreed upon delivery time with more than 10%. There is, however, no safeguard on this subject. A delivery time serves as a guideline, unless expressly agreed upon otherwise in writing. Except in the case of gross negligence on the part of Visual Orange, an exceeding of the delivery time does not entitle the Client to dissolve all or part of the Agreement.

- e. Without regard to the delivery time, the services are considered delivered when they are made available to the Client.

Article 4 – Payment

- a. In so far as not agreed upon otherwise, the Client will pay a down payment by wire transfer on Visual Orange's bank account in the amount of THAI BAHT _____ within 5 (five) work days of entering the Agreement.
- b. In so far as not agreed upon otherwise, the Client will pay a second payment as stipulated in sub a, in the amount of THAI BAHT _____ within 23 (twenty three) work days of entering the Agreement.
- c. In so far as not agreed upon otherwise, a third payment as stipulated in sub a, in the amount of THAI BAHT _____ will be due on the day Visual Orange has completed the deliverables as specified in the quotation (quotation nr. xxxxxx and definition pages quotation nr. xxxxxx - xxxxxx).
- d. Payment must be made without any deductions or set-off by the Client.
Instructions for withholding tax when paid by cash or cheque:
Please attach two copies of withholding tax certificates addressed to Visual Orange Co., Ltd. 95/9-10 m.5, Ayutthaya-Pamoke Rd., Tambon Wattoom, District Pranakhonsri Ayutthaya, Ayutthaya Province 13000, tax payment number 3-0326-1648-6 together with the payment method.
- e. When any payment is not made promptly, the Client is legally in default and the Client shall owe, without notice of default being required, interest over the outstanding amount of 4% per month as from the due date, whereby an exceeding of the payment term by part of a month shall be taken as an exceeding of the payment term by of full month.
- f. As soon as the Client fails to make any payment, the Client will owe Visual Orange all judicial and extrajudicial costs incurred by Visual Orange for the purpose of collecting the amount due.
- g. Should the Client fail in any way to meet its payment obligations, Visual Orange will be entitled to suspend its obligations towards the Client until further notice or to dissolve the Agreement in full or in part without prior notice of default or legal intervention being required, without this leading to any obligation to pay compensation in any form to the Client.

Article 5 – Force Majeure

- a. In all cases of force majeure, which shall refer to circumstances outside Visual Orange's control, including natural disasters, epidemics, fire, riots, strikes and lock-outs, government decisions and measures, war (risk), a state of siege and suchlike, Visual Orange may suspend all or part of its delivery obligations towards the Client or dissolve the Agreement in full or in part without legal intervention, without this leading to an obligation on its part to pay compensation to the Client.
- b. If Visual Orange wishes to invoke force majeure, it will inform the Client in writing within 5 (five) work days of the situation of force majeure arising.

Article 6 - Retention of title

- a. Notwithstanding that laid down in Article 3, sub e, ownership of the deliverables, as described in the quotation (quotation nr. xxxxxx and definition pages quotation nr. xxxxxx - xxxxxx) by Visual Orange, only passes to the Client once the latter has paid to Visual Orange all sums that the Client owes Visual Orange in respect of the work. The Client does not receive the right of retention.

- b. As long as the ownership of the deliverables, as described in the quotation (quotation nr. xxxxxxx and definition pages quotation nr. xxxxxxx - xxxxxxx) by Visual Orange, has not passed to the Client, the latter shall not be entitled to use the deliverables in any way or grant third parties any rights to these deliverables in any form whatsoever.
- c. Each payment made by the Client to Visual Orange will be deemed to be in settlement of the longest outstanding invoice of Visual Orange.

Article 7 – Complaints

- a. Complaints concerning Visual Orange's services delivered to the Client must be notified in writing no later than 10 (ten) days after the deliverables have been made available to the Client.
- b. Complaints concerning invoices must also be submitted in writing no later than 10 (ten) days after the sending date of Visual Orange's invoice.
- c. The submission of a complaint shall never discharge the Client from its payment obligations towards Visual Orange.

Article 8 – Confidentiality

- a. Documents supplied by Visual Orange such as quotations, specifications and all documents drawn up by Visual Orange shall remain the latter's intellectual property and not be transmitted to third parties without Visual Orange's prior express written consent.
- b. In the course of performing Consulting Services, the parties recognize that Visual Orange may come in contact with or become familiar with information which the Client or its subsidiaries or affiliates may consider confidential. This information may include, but is not limited to, information pertaining to the Client's trade secrets and proprietary information, as described in Appendix a), or other rights, which information may be of value to a competitor. Visual Orange agrees to keep all such information confidential and not to discuss or divulge it to anyone other than the Client's appropriate personnel, or their designees and staff of Visual Orange participating and delivering to the project. Moreover during the term of the Agreement and up to 6 (six) months of business completion, Visual Orange will engage in no business or other similar activities which are or may be, directly or indirectly, competitive with the Client's business activities.

Article 9 – Partnership

- a. The Client will fully assist and support Visual Orange, in order for the latter to gain insight into the complex structure of the Client's company. The Client will provide all necessary information and materials in time to complete the project successfully and within the set time frame.
- b. A delay in the Client's feedback concerning the proceedings of the project or not returning the completed questionnaires within 5 (five) work days to Visual Orange by the Client will result in the delay of the project for as many days, as the required data is made available to and received by Visual Orange as described in Appendix b).
- c. Feedback on proposed designs of the _____ has to be received by Visual Orange within 3 (three) work days. Exceeding this feedback period to the design proposals will result that the project will be delayed as for as many days, as the required feedback is received by Visual Orange.

Visual Orange Co., Ltd.
95/9-10 m.5 Krungsrihanee Village,
Ayutthaya-Pamoke Road,
Tambon Wattoom,
District Pranakhonsri Ayutthaya,
Ayutthaya Province 13000, Thailand



บริษัท วิช่วล ออเรนจ์ จำกัด
95/9-10 ม.5 หมู่ บ้านกรุงศรีธานี
ถนน ออยุธยา-ป่าโมก
ตำบล วัดตูม
อำเภอ พระนครศรีอยุธยา
จังหวัด พระนครศรีอยุธยา 13000
ประเทศไทย

Tel.: +66 (0)35 231 214 | Fax: +66 (0)35 231 264 | E-mail: info@visualorange.com | http:www.visualorange.com

Article 10 – Termination

The Agreement may be terminated automatically by Visual Orange should the Client be declared in official receivership of liquidation of assets. The same shall apply in the event of a significant change in the Client's legal position reducing its solvency. However, termination of the Agreement shall not affect receivables already due between the parties.

Article 11 – Applicable law

Thai law is exclusively applicable to the relationship between Visual Orange and the Client, both in the pre-contractual and the contractual phase, including all disputes of any nature arising there from. Disputes that may arise as a result of an agreement shall be submitted to the District Court Bangkok for judgment in so far as they exceed the jurisdiction of the sub district court, even in the event of third party introduction proceedings or plurality of defendants.

Read and agreed by Client

Authorizing signature:
(with company seal)

Name: _____

Date: _____, 2005

Visual Orange Co., Ltd.

Authorizing signature:
(with company seal)

Name: _____

Date: _____, 2005

Visual Orange Co., Ltd.
95/9-10 m.5 Krungsrithane Village,
Ayutthaya-Pamoke Road,
Tambon Wattoom,
District Pranakhonsri Ayutthaya,
Ayutthaya Province 13000, Thailand



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Appendix

a) Confidentiality

"Proprietary Information" is all information and any idea whatever form, tangible or intangible, pertaining in any manner to the business of the Client, or any of its Affiliates, or its employees, clients, consultants, or business associates, which was produced by any employee or consultant of the Client in the course of his or her employment or consulting relationship or otherwise produced or acquired by or on behalf of the Client. By example and without limiting the foregoing definition, Proprietary and Confidential Information shall include, but not be limited to:

1. Formulas, research and development techniques, processes, trade secrets, computer programs, software, electronic codes, mask works, inventions, innovations, patents, patent applications, discoveries, improvements, data, know-how, formats, test results, and research projects;
2. Information about costs, profits, markets, sales, contracts and lists of customers, and distributors;
3. Business, marketing, and strategic plans;
4. Forecasts, unpublished financial information, budgets, projections, and customer identities, characteristics and agreements; and
5. Employee personnel files and compensation information.

Read and accepted by Client:

Authorizing signature:
(with company seal)

Name: _____

Date: _____, 2005