



**ANNOUNCEMENT**  
**ON**  
**REQUEST FOR EXPRESSION OF INTEREST ("REOI")**  
**FOR**  
**LONG-TERM LNG SUPPLY TO THAILAND**

30<sup>th</sup> July 2025

**I. Background Information**

Electricity Generating Authority of Thailand (hereafter referred to as "**EGAT**"), established in 1969, is Thailand's leading state-owned power utility under the Kingdom's Ministry of Energy, and is responsible for electricity generation and transmission for the entire country as well as bulk electricity sales. As the largest power producer in Thailand, EGAT owns and operates power plants across 50 sites, with a total installed generating capacity in December 2024 of 16,261.02 MW. EGAT's generation assets include more than 8 GW of combined cycle gas-fired power plants.

EGAT has entered into a Terminal Use Agreement ("**TUA**") with PE LNG Company Limited ("**PE LNG**") which grants EGAT 1.5 MTPA of regasification capacity in the LNG Map Ta Phut Terminal 2.

**II. Introduction**

This REOI seeks expressions of interest from technically competent and financially sound entities who are interested to sell on a term basis (subject to EGAT's requirements, as further detailed in this REOI) and deliver LNG to EGAT in Thailand, at the LNG Map Ta Phut 2 / Nong Fab LNG receiving terminal in Thailand, the LNG Map Ta Phut 1 LNG receiving terminal in Thailand or other LNG receiving terminals that may be developed in Thailand.

This REOI is being issued for the purpose of identifying Pre-Qualified Suppliers (as defined below) who may enter into a term Sale and Purchase Agreement ("**SPA**") for supply of LNG to EGAT.

Suppliers who are interested in responding to this REOI ("**Interested Suppliers**") shall submit an Expression of Interest ("**EOI**") in accordance with this REOI. EGAT intends to subsequently issue a tender (in the form of either an invitation to bid ("**ITB**") or request for proposals ("**RFP**") to Pre-Qualified Suppliers in relation to the potential supply of LNG on a term basis.

Interested Suppliers should note that any EOI which they submit pursuant to this REOI (if any) must be submitted by, and in respect of, the legal entity which the Interested Supplier intends to execute the SPA, for the purpose of identification and pre-qualification of potential LNG suppliers by EGAT.

EGAT has identified the following as its current requirements for long-term LNG procurement:

- A. Annual quantity: 0.6-1.0 MTPA;
- B. Supply period commencement: 2028;
- C. Supply period duration: ten (10) years;
- D. Delivery basis: Delivered Ex-Ship (Incoterms 2000) ("**DES**").
- E. LNG quality specifications as set out in Annex 1.

EGAT may revise these requirements, or notify Interested Suppliers of additional requirements with respect to its long-term LNG procurement, at any time, at EGAT's sole discretion.

### **III. EGAT's LNG Requirements in Thailand**

EGAT intends to import LNG for its own use, and a significant portion of EGAT's power plants' fuel needs will be met through direct LNG imports by EGAT.

Through this REOI, EGAT is seeking to identify suppliers who are qualified to supply LNG to meet a portion of EGAT's gas demand requirements ("**Pre-Qualified Suppliers**").

### **IV. Current Status of EGAT's LNG Import Plans**

EGAT's power plants are connected to PTT's natural gas pipeline. As noted above, EGAT has entered into a TUA with PE LNG which grants EGAT 1.5 MTPA of regasification capacity at the LNG Map Ta Phut Terminal 2.

### **V. Non-Transferability of Status as Pre-Qualified Supplier**

Interested Suppliers who are shortlisted as a Pre-Qualified Supplier under this REOI will be considered eligible to be shortlisted as a Bidder for the purpose of the LNG procurement contemplated under this REOI. For the avoidance of doubt, being selected

as a Pre-Qualified Supplier pursuant to this REOI does not automatically confer eligibility to supply LNG to EGAT, nor does it guarantee inclusion in, or invitation to participate in, any other LNG procurement process conducted by EGAT, or qualification as a pre-qualified supplier or bidder under any other request for expression of interest or request for proposal issued by EGAT.

## **VI. Suppliers Pre-Qualification Requirement**

To be considered for shortlisting as a Pre-Qualified Supplier by EGAT, Interested Suppliers are required to provide up-to-date and accurate information to demonstrate their ability to meet EGAT's requirements, including as follows:

### ***i. LNG Supply Experience and Capabilities***

Interested Suppliers must possess the following experience and capabilities:

- a. experience in the long-term supply of LNG on a DES basis, which shall be demonstrated by the Interested Supplier having, prior to the date of the EOI submission, entered into at least one (1) term LNG sale and purchase agreement, signed in 2020 or later, that has a supply period of three (3) years or more;

To substantiate the experience set out in item a. above, Interested Suppliers shall provide at least one of the following in relation to the relevant term LNG sale and purchase agreement:

- Summary of the key contract terms including the date of execution of the LNG SPA, the supply period, and the ACQ, with commercially sensitive information redacted.
- Press releases/public announcements.
- Monthly/quarterly/annual shareholders reports.
- GIIGNL annual reports,

which confirms the relevant details of that agreement, including the execution date, the supply period, and the ACQ.

Any other documents Interested Suppliers deem supportive for EGAT's assessment are also welcome.

All submitted documents shall be in PDF format.

- b. within the twelve (12) month period prior to the date of the EOI submission, the Interested Supplier shall have LNG supply experience in DES LNG sales for at least two (2) cargoes, using an LNG vessel with a size of at least one hundred and twenty seven thousand cubic metres (127,000 m<sup>3</sup>).



To substantiate the experience set out in item b. above, Interested Suppliers shall at minimum provide EGAT with copies of the Bill of Lading for such cargoes and/or any other supporting documents to substantiate their experience in LNG supply operations (including but not limited to details of the LNG vessel(s) size or quantity, the loading port, the port of discharge, the consignee/endorsee, consignor/shipper and the date of delivery to indicate such experience).

- c. an uncommitted LNG supply of at least 0.6 MTPA, over a supply period of at least ten (10) years starting from 2028, that can be committed and sold to EGAT without additional approvals from any non-affiliated entities.

**ii. *Legal Status and Standing***

Interested Suppliers shall be duly organised and validly existing under the laws of their country of incorporation.

**iii. *LNG SPA Compliance History***

Interested Suppliers shall not have any record of non-compliance of any obligations under its LNG sale and purchase agreements without sufficient supporting reasons.

**iv. *Credit Standing***

Unless the Interested Supplier or its ultimate parent company is a government-owned or state-owned enterprise which owns the natural gas production plant or operates a natural gas business, either the Interested Supplier or its ultimate parent company must demonstrate that it is currently rated at least "BBB-" or higher by S&P (Standard & Poor) or "Baa3" or higher by Moody's, or an equivalent rating from another recognised agency, which shall be valid as at date of the EOI submission.

All submitted documents shall be in PDF format.

**v. *Confidentiality Agreement***

Interested Suppliers who have not previously executed a confidentiality agreement ("CA") with EGAT must sign a copy of the Confidentiality Agreement as per the standard form in Annex 3, and submit such executed CA either with its EOI submission or separately after its EOI submission.

Interested Suppliers who have previously executed a CA with EGAT are not required to re-submit such executed CA with their EOI submission.

As noted in Section VIII below, Interested Suppliers shall not be eligible to receive EGAT's tender documents unless they have previously executed a CA with EGAT, or have signed and returned a CA as per the standard form in Annex 3 without deviation, before the date of EGAT's tender issuance.

The information outlined in items VI (i) a., (i) b., (ii), and (iv) above, together with a copy of the Confirmation Letter set out in Annex 2, must be submitted no later than the date for EOI submission set out in this REOI (see section X). Interested Suppliers who fail to provide information which demonstrates compliance with the requirements in items VI (i) to (iv) above to EGAT's satisfaction shall not be eligible to be registered as EGAT's Pre-Qualified Suppliers.

Except with respect to credit ratings (see section VIII), a Joint Venture or Consortium which is interested to submit an EOI shall be assessed by EGAT as one (1) Interested Supplier. Accordingly, it is not necessary for each member of any such Joint Venture or Consortium to demonstrate individual compliance with the requirements of this REOI, provided that, when assessed as one (1) Interested Supplier, the Joint Venture or Consortium members together demonstrate compliance with the requirements of this REOI (including compliance with the requirements set out in items VI (i) to (v) above).

The parties to the Joint Venture or the Consortium shall accept joint and several liability in relation to the performance of all obligations under the EOI and the SPA entered into pursuant to this REOI (if applicable).

It is noted that pursuant to the Cabinet Resolution dated 26<sup>th</sup> September 2017, PTT plc. will be allowed to participate in EGAT's tendering process.

## **VII. Additional Information**

### ***i. Sources of Supply***

Interested Suppliers may provide details of the proposed sources of LNG supply (if known, or otherwise the sources of LNG supply which may be available to the Interested Supplier) that could be used to meet EGAT's LNG requirements. This will be examined more closely and further detail will be required to be provided in the next stage of the tender.



*ii. Other Information*

Any other information that an Interested Supplier considers that EGAT might find relevant or might assist EGAT to better understand the Interested Supplier's organisation is welcomed.

## **VIII. Selection of Suppliers and Procurement Process**

Each Interested Supplier's EOI will be used as a reference in EGAT's consideration for EGAT's Pre-Qualified Suppliers registration. Subsequently, upon reviewing all responses, EGAT will determine the list of the Pre-Qualified Suppliers who will qualify to receive the tender documents. For the avoidance of doubt, the tender documents will not be issued to any Interested Supplier who has not executed a CA with EGAT or who has not signed and returned a CA as per the standard form in Annex 3 without deviations as required by Section VI (v.) above before the date of issue of such tender documents. The tender documents will include a term sheet containing the key terms for the SPA. The SPA will be provided only to the Preferred Bidders.

EGAT reserves the right at its sole discretion to amend this REOI at any time. This REOI or any EOI submitted by an Interested Supplier does not represent firm commitments from the parties to buy or sell LNG.

## **IX. Additional Requirements**

Interested Suppliers are to note the following requirements as per EGAT's regulations. EGAT will use the following eligibility criteria during the tendering stage in which all Pre-Qualified Suppliers who receive an ITB or RFP ("**Bidders**") will be required to provide supporting documents to evidence their compliance with the following requirements.

- I. Bidder shall be the same legal entity as the legal entity that qualified as a Pre-Qualified Supplier, and is named in the List of EGAT's Pre-Qualified Suppliers.
- II. Bidder shall not be named in the List of Work Abandoners published by the Permanent Secretary, Ministry of Finance and/or in the Debarment List and/or in the List of Work Abandoners declared by EGAT.
- III. Bidder shall not be a "Jointly Interested Bidder" with other Bidders as from the date of EGAT's issuance of the ITB or RFP (as applicable). "**Jointly Interested Bidder**" means a natural person or juristic person who submitted a bid to EGAT for the supply of goods, lease, hire of work, or hire of consultant by way of selection, as the case may be, and who has an interest, directly or indirectly, in

the business of another natural person or juristic person whose bid is also submitted to EGAT pursuant to the ITB or RFP.

- IV. Bidder shall not be the persons who undertake any action as the "Obstruction of Fair Price Competition" for the ITB or RFP.

**"Obstruction of Fair Price Competition"** means any act committed by a Bidder or Bidders causing hindrance or obstruction or impeding the opportunity for fair price competition in the tendering of Bid to EGAT, whether done by collusion, or by granting, requesting, or agreeing to grant, demand, accept or agreeing to accept money or property or other benefit or by committing an act of violence or by threatening to commit an act of violence or presenting a false document or doing any act in bad faith, with the objective of acquiring benefit among the other Bidders or in order to give benefit to any specific Bidder so that such person will be entitled to enter into a contract with EGAT or in order to avoid fair price competition, or in order to take advantage to EGAT which not being usual business practices.

- V. Bidder shall not either be EGAT's consultant or involved in EGAT's consultancy company under the ITB or RFP (as applicable), or have the member of EGAT's Board of Directors or EGAT's Executive Committee or EGAT's personnel involved in their business as a shareholders having voting rights that can control their business, director, manager, officer, employee, agent or consultant, except the ones who are officially ordered by EGAT to act or participate therein.
- VI. Bidders shall not be the persons who are privileged or protected or immune from being subjected to any legal proceeding under Thai court; unless such Bidder and the Bidder's governments declare that such special privilege or immunity is waived.
- VII. Bidder shall meet other eligibilities (if any) during the tender stage.
- VIII. Bidder shall demonstrate an adequate credit standing in order for EGAT to ascertain the supplier's ability to reliably deliver LNG. Accordingly, Bidder shall provide supporting documents which confirm that either:
- a. the Bidder, or its ultimate parent, holds a current and valid credit rating of at least "BBB-" as determined by Standard and Poor's Ratings Group (or any successor thereto) or "Baa3" as determined by Moody's Investors Service, Inc. (or any successor thereto) or equivalent ratings of another rating agency of comparable standing which is effective until each cargo of LNG is delivered; or



- b. the Bidder, or its ultimate parent, is a government-owned company or a state enterprise, owning the natural gas production plant and/or operating the natural gas business.
- IX. In the case of a Bidder that is a Joint Venture or Consortium, the Joint Venture or Consortium shall furnish, as part of its bid, the Joint Venture / Consortium Agreement. The Joint Venture / Consortium Agreement must include relevant provisions to bind the members to the Joint Venture or Consortium jointly and severally in relation to the bid, the SPA and to deliver LNG under such Joint Venture / Consortium, from the date of EOI submission until the fulfillment of the SPA, as applicable.
- X. In the case of a Bidder that is a Joint Venture or Consortium, each member of such Joint Venture or Consortium shall provide one (1) of the following documents:
  - a. documents confirming that the relevant member of the Joint Venture or Consortium, or its [parent], holds a current and valid credit rating of at least "BBB-" as determined by Standard and Poor's Ratings Group (or any successor thereto) or "Baa3" as determined by Moody's Investors Service, Inc. (or any successor thereto) or an equivalent rating from another recognised agency which is effective until each cargo of LNG is delivered under the SPA; or
  - b. documents confirming that the relevant member of the Joint Venture or Consortium is a government-owned company or a state enterprise, owning the production plant and/or operating the natural gas business.
- XI. If the estimated project price is THB 500,000,000 or more, Bidders shall provide written minimum standards of the policy and directions for anti-corruption in relation to procurement together with supporting evidence pursuant to the Notification of the Anti-Corruption Co-operation Committee Concerning Minimum Standards of the Policy and Directions for Anti-Corruption in Relation to Procurement Required to be put in place by the Business Operator, in accordance with Section 19 of the Public Procurement and Supplies Administration Act, B.E. 2560 (A.D. 2017).
- XII. Bidder shall have no just or proper claim against them on other similar work with EGAT.



Failure by a Bidder to comply with items VIII, IX or X above and any other requirements specified in the ITB or RFP (as applicable) shall result in disqualification of the entire proposal and the Bidder's proposal shall be rejected as non-responsive.

#### **X. Submission of EOI**

If your organisation is interested in this REOI, please submit your EOI in accordance with this REOI to Mrs Mayudee Jotisuta, Chief, Customs and International Procurement Department – Fuel and Power Business Segment – Procurement and Inventory Management Division, before 24:00 Bangkok Time on 18<sup>th</sup> August 2025, via email to [cipd.f@egat.co.th](mailto:cipd.f@egat.co.th).

EGAT reserves the right to request more information from Interested Suppliers during and after the REOI process for the purposes of the EOI evaluation.

#### **XI. Others**

EGAT will treat all responses to this REOI as confidential and commercially sensitive.

Interested Suppliers should be aware that, as a state-owned entity, EGAT may be required to disclose certain elements of provided responses to Thailand's government when requested.

Additionally, EGAT will disclose details of responses to this REOI to its legal, technical and commercial consultants that have executed confidentiality agreements with EGAT.

ELECTRICITY GENERATING AUTHORITY OF THAILAND

30<sup>th</sup> July 2025



(Mrs. Prapamas Srivichit)

Administrative Officer Level 10

## Annex 1 – LNG Quality Specifications

| Component       | Unit              | Temperature                  | min   | max    |
|-----------------|-------------------|------------------------------|-------|--------|
| Methane         | % mol             | N/A                          | 84.00 | 99.90  |
| Nitrogen        | % mol             | N/A                          | 0     | 1      |
| Density @ 1 atm | kg/m <sup>3</sup> | At Bubble Point<br>(1 atm)   | 424.7 | 469.5  |
|                 |                   | At -160°C<br>(ISO 6578:1991) | 420.9 | 467.87 |

| Impurities        | Unit               | Amount |
|-------------------|--------------------|--------|
| Total Sulphur     | mg/Nm <sup>3</sup> | ≤ 30   |
| Hydrogen Sulphide | mg/Nm <sup>3</sup> | ≤ 5    |
| Mercury           | ng/Sm <sup>3</sup> | ≤ 50   |

*Note : Normal Cubic Metre "or Nm<sup>3</sup>", means the quantity of Natural Gas which at zero (0) Degrees Celsius and at an absolute pressure of one hundred and one decimal three two five (101.325) kPa and when free of water vapour occupies the volume of one (1) Cubic Metre. Standard Cubic Metre "or Sm<sup>3</sup>", means the quantity of Natural Gas which at fifteen (15) Degrees Celsius and at an absolute pressure of one hundred and one decimal three two five (101.325) kPa and when free of water vapour occupies the volume of one (1) Cubic Metre.*



## Annex 2 – Confirmation Letter

### CONFIRMATION LETTER

[insert date] 2025

To: Electricity Generating Authority of Thailand ("**EGAT**")  
[53 Moo 2 Charansanitwong Road, Bang Kruai,  
Nonthaburi 11130, Thailand]

From: [insert name of supplier]  
[insert address of supplier]

1. We refer to the Request for Expression of Interest ("**REOI**") dated [insert date] 2025 relating to [the procurement process for the supply of liquefied natural gas ("**LNG**") to EGAT] ("**Project**").
2. We hereby confirm our interest to participate in the Project as set out in the REOI.
3. [insert name of supplier] confirms that:
  - (a) prior to the date of the submission of the expression of interest pursuant to this REOI ("**EOI**"), it has entered into at least one (1) term LNG sale and purchase agreement which (i) was signed in 2020 or later; and (ii) has a supply period of three (3) years or more on a Delivered Ex-Ship basis (Incoterms 2000); ("**DES**");
  - (b) within the twelve (12) month period prior to the date of the EOI submission, it shall have LNG supply experience in DES LNG sales for at least two (2) cargoes, using an LNG vessel with a size of at least one hundred and twenty seven thousand cubic metres (127,000 m<sup>3</sup>);
  - (c) it has an uncommitted LNG supply of at least 0.6 million tonnes per annum over a supply period of ten (10) years or more starting from 2028

that can be committed and sold to EGAT without additional approvals from non-affiliated entities<sup>1</sup>;

- (d) it is a legal entity which is duly organised and validly existing under the laws of its country of incorporation;
- (e) it has complied with all obligations under all of its LNG sale and purchase agreements except where such non-compliance is excused under the terms of such relevant LNG sale and purchase agreement, and the Interested Supplier confirms there are sufficient supporting reasons;
- (f) [it, or its ultimate parent company, is currently rated at least 'BBB-' or higher by Standard & Poor's, or 'Baa3' or higher by Moody's credit rating agency, or an equivalent rating from another internationally recognised credit rating agency as at the date of the submission of the EOI] / [it, or its ultimate parent company is a government-owned or state-owned enterprise which owns the LNG production plant or operates a natural gas business];<sup>2</sup>
- (g) all information and documents submitted in relation to the REOI and otherwise with the Project (including the supporting documents referred to in paragraph 4 below) are accurate, complete and up-to-date;
- (h) [if it is a joint venture or consortium, the joint venture or consortium agreement includes a provision to bind the partners to the joint venture or consortium jointly and severally from the date of this letter, or earlier, to the termination of the Project;]<sup>3</sup> and

4. Please find the following documents enclosed with this letter:

- (a) in relation to the confirmations in paragraphs 3(a) and 3(b) above, the supporting documents shall include:

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<sup>1</sup> 'non-affiliated entities' are entities that are not wholly-owned affiliates of Supplier. For the avoidance of doubt, a joint venture which Supplier or its parent company has an interest in is regarded as a 'non-affiliated entity'.

<sup>2</sup> Supplier to include the option that applies to it.

<sup>3</sup> To be included if Supplier is a joint venture or consortium.



- i. in relation to the confirmation in paragraph 3(a), *[insert]*<sup>4</sup>; and
    - ii. in relation to the confirmation in paragraph 3(b), *[insert]*<sup>5</sup>.
  - (b) in relation to the confirmation in paragraph 3(d) above, relevant constitutional and corporate documents under its applicable laws, issued by a governmental authority of the country of incorporation, together with a verified translation of such documents in English;
  - (c) [in relation to the confirmation in paragraph 3(f) above, the relevant credit rating documents which are up-to-date and valid as of the date of the submission of the EOI or evidence that it is a government-owned or state-owned enterprise which owns the LNG production plant or operates a natural gas business, in PDF format]; and
  - (d) [in relation to the confirmation in paragraph 3(h) above, [key details of] the joint venture or consortium agreement]<sup>6</sup>.
5. By signing this letter on behalf of *[insert name of supplier]*, I confirm that I am duly authorised by *[insert name of supplier]* to sign this letter on behalf of *[insert name of supplier]* and to make the statements and confirmation in relation to *[insert name of supplier]* as set out in this letter, and I have not received any notice of revocation of such authority as at the date of this letter.

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<sup>4</sup> Supplier to include a description of the information that is provided to substantiate the confirmation set out in paragraph 3(a). Note the requirement of the REOI that such information shall include at least one of the following in relation to the relevant LNG sale and purchase agreement: Summary of the key contract terms including the date of execution of the LNG SPA, the supply period and the ACQ, with commercially sensitive information redacted; Press releases/public announcements; Monthly/quarterly/annual shareholders reports; or GIIGNL annual reports, which confirms the relevant details of that agreement, including the execution date, the supply period and the ACQ in PDF format. Any other documents Interested Suppliers deem supportive for EGAT's assessment are also welcome.

<sup>5</sup> Supplier to include a description of the information that is provided to substantiate the confirmation set out in paragraph 3(b). Note the requirement of the REOI that such information shall include copies of the Bill of Lading for such cargoes and/or any other supporting documents to substantiate the Supplier's experience in LNG supply operations (including but not limited to details of the LNG vessel(s) size or quantity, the loading port, the port of discharge, the consignee/endorsee, consignor/shipper and the date of delivery to substantiate such experience).

<sup>6</sup> To be included if Supplier is a joint venture or consortium.

Confirmed for and on behalf of [*insert name of supplier*] by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_



## Annex 3 – Confidentiality Agreement

### CONFIDENTIALITY AGREEMENT

This **CONFIDENTIALITY AGREEMENT** (the "**Agreement**") entered into as of [Month Day Year] (the "**Effective Date**") by and among:

- (A) **[Company Name]** a company organised and existing under the laws of [ ], having its principal office at [Company's Address] ("**Company Name**"); and
- (B) **Electricity Generating Authority of Thailand**, a state enterprise organised and existing under the laws of Thailand, having its principal office at 53 Moo 2 Charansanitwong Road, Bang Kruai, Nonthaburi 11130, Thailand ("**EGAT**").

Both **[Company Name]** and **EGAT** shall hereinafter be referred to individually as a **Party** and collectively as the **Parties**.

Whereas, **[Company Name]** and **EGAT** may both provide (as a "**Provider**") and receive (as a "**Recipient**") Confidential Information under this Agreement. The purpose of this Agreement is to protect certain Confidential Information received from the Provider, and to facilitate discussions among (i) Recipient, (ii) Provider, (iii) Representatives, (iv) Advisers and (v) Affiliate, concerning EGAT's LNG Importation (the "**Project**").

### Definitions

1. In this Agreement:

"**Advisers**" means professional advisers in relation to the Project, including, but not limited to, attorneys, accountants, partners, consultants, directors and employees of such advisers.

"**Affiliate**" means with respect to each Party respectively, any company or legal entity which

- (i) Controls either directly or indirectly the Party; or
- (ii) which is Controlled directly or indirectly by the Party; or
- (iii) which is directly or indirectly Controlled by a company or legal entity which directly or indirectly Controls the Party.

"**Control**" in the definition of Affiliate means where an entity in respect of a company, directly or indirectly holds more than fifty percent (50%) of the aggregate voting rights to shares or stock or other securities or interest in that company or other legal entity or where a company directly or indirectly holds the legal control of management or decisional

authority for the purpose of material decisions in the company, enterprise or other legal entity.

"Confidential Information" means confidential, proprietary, non-public information, however documented, relating to the Project (including but not limited to any documents, any information or any derivative materials derived in whole or in part from such information in relation to the Project, etc., as well as the copies of such documents, information or derivative materials), the Provider or its Representatives or Advisers or Affiliate has been made or may later make available to the Recipient or its Representatives or Advisers or Affiliate, whether prior to or after the execution of this Agreement, for the purpose in connection with the Project.

Notwithstanding Paragraph 1 of this Article, Confidential Information does *not* include information which:

- (i) is publicly available or becomes generally available to the public from a public source or in the public domain (other than as a result of disclosure by the Recipient or its Representatives or Advisers or Affiliate contrary to their respective obligations of confidentiality in this Agreement ); or
- (ii) becomes available to the Recipient from a source other than the Provider, the Provider's Representatives or Advisers or Affiliate, which source is not, so far as the Recipient is reasonably aware, bound by any obligation of confidentiality to the other Party in relation to such information; or
- (iii) is already in the lawful possession of the Recipient or its Representatives or Advisers or Affiliate prior to its receipt from the Provider, the Provider's Representatives or Advisers or Affiliates without violation of any confidentiality obligation; or
- (iv) is shown to have been independently developed by the Recipient without reliance on the Provider's Confidential Information;

"Representatives", in relation to any person, means its directors, limited partners, general partners, officers, employees, agents, consultants or other representatives, or individuals seconded to work for it.

#### **Confidential Information**

2. The Recipient shall:

- (a) at all times keep confidential all Confidential Information and not disclose it to anyone other than those individuals who (i) are Representatives or Advisers of the



Recipient, or its Affiliate and (ii) need to know such information for the purposes of evaluating the Project and who are made aware of the obligations of confidentiality and have given similar undertaking of confidentiality; *provided however*, that the Recipient may disclose such Confidential Information if required by law, pursuant to a subpoena or order issued by a court of competent jurisdiction or by a governmental or administrative body, or pursuant to a requirement of any applicable regulatory authority, *provided further* that, to the extent permitted by law, the Recipient shall notify the Provider of the existence, terms and circumstances surrounding such a request so that the Provider may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement;

- (b) use the Confidential Information only for the purpose of the evaluation of the Project and not use it for any other purpose whatsoever and shall not permit the Confidential Information to go out of its possession or custody and control (other than as aforesaid);
- (c) protect the Confidential Information with not less than the standard of care with which the Recipient treats its own confidential information, and in no event less than reasonable care; and
- (d) in the event that it does not continue its engagement on the Project, within forty-five (45) days of receipt of written request from the Provider, return to the Provider or undertake that all of the original, copies and reproductions (in whatever form) of the Confidential Information in its possession, and in the possession of its Representatives and/or Advisers to whom the Confidential Information was disclosed, is promptly destroyed or erased, or cause to be destroyed or erased, *provided however*, that the Recipient shall not be required to return, destroy, erase or otherwise: (i) any internal notes, analyses, compilations, studies, interpretations or other documents prepared by the Recipient or its Representatives or Advisers or Affiliate using the Confidential Information; or (ii) information contained in electronic archives solely for the purposes of back-up of data.

#### **No Waiver; Amendments**

3. No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, and no variation shall be effective, unless in writing and signed by a director or legal representative of that Party on its behalf. This

Agreement (including the provisions of any documentation incorporated herein by reference) embodies the entire understanding and agreement between the Parties with respect to the Confidential Information in relation to the Project and supersedes all prior understandings and agreements relating thereto. The terms of this Agreement, the rights and obligations hereunder and this written form clause may only be amended or modified by written agreement between the Parties.

#### **Partial Invalidity/Remedies and Waivers**

4. Without prejudice to any other provision hereof, if one or more provisions hereof is or becomes invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any Party to this Agreement, or if the Parties to this Agreement become aware of any omission hereto of any terms which were intended to be included in this Agreement, such invalidity, illegality, unenforceability in such jurisdiction or with respect to such Party or Parties to this Agreement or such omission shall not, to the fullest extent permitted by applicable law, render invalid, illegal or unenforceable such provision or provisions in any other jurisdiction or with respect to any other Party or Parties hereto. Such invalid, illegal or unenforceable provision or such omission shall be replaced by the Parties hereto with a provision which comes as close as reasonably possible to the commercial intentions of the invalid, illegal, unenforceable or omitted provision.

#### **Term of Agreement**

5. This Agreement shall be effective from the Effective Date and unless otherwise agreed by the Parties, this Agreement shall remain in full force and effect until the fourth anniversary of the Effective Date, following which this Agreement shall be subsequently extended automatically every two (2) years for consecutive two -year periods unless otherwise agreed by the Parties in writing.

#### **Consummation of Transaction**

6. This Agreement is not intended to, and does not, constitute an agreement, or impose any obligation, to consummate any transactions relating to the Project, to conduct or continue negotiations with respect to the Project, or to enter into definitive documentation concerning any transaction relating to the Project. Neither Party to this Agreement shall have any rights or obligations of any kind whatsoever with respect to any transaction relating to the Project by virtue of this Agreement or by virtue of any other written or oral expression by the Parties' respective Representatives or Advisers



unless and until definitive documentation concerning any transactions relating to the Project are executed and delivered by all Parties.

#### **Equitable Relief**

7. The Recipient agrees that monetary damages would not be a sufficient remedy for breach of this Agreement, and that in addition to all other remedies available at law or in equity, the Provider shall be entitled to seek equitable relief, including injunction and/or specific performance.

#### **Dispute Resolution**

8. Any and all claims, demands, causes of action, disputes, controversies, proceedings and other matters in question arising out of or in any way relating to this Agreement (including any question regarding its breach, existence, validity, interpretation or termination) which the Parties cannot resolve amicably, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force. The SIAC Rules are deemed to be incorporated by reference into this clause 8. The seat of the arbitration shall be Singapore. The number of arbitrators shall be three (3). Each Party shall nominate one (1) arbitrator. Within twenty (20) days of their appointment, the two (2) Party-nominated arbitrators shall nominate the third (3<sup>rd</sup>) arbitrator, who shall be the chairman of the tribunal and who shall be a lawyer with significant expertise in the energy sector, preferably in the LNG industry. The final award shall be rendered within twelve (12) months of the appointment of the chairman. The decision of the arbitrators shall be rendered in writing and delivered to the Parties. The proceedings shall be conducted in the English language. The resulting arbitral award shall be final and binding, and judgment upon such award may be entered in any court having jurisdiction thereof. A dispute shall be deemed to have arisen when a Party notifies the other Party in writing to that effect. The Recipient acknowledges that remedies at law may be inadequate to protect against breach of this Agreement. The arbitrators may therefore award both monetary and equitable relief, including injunctive relief and specific performance. The application for such measures or for the enforcement of such measures ordered by the arbitrators shall not be deemed an infringement or waiver of the Agreement to arbitrate and shall not affect the powers of the arbitrators. It is expressly agreed that the arbitrators shall have no authority to award special, indirect, consequential, exemplary



or punitive damages, and the arbitrators shall certify in the decision that no part of the award includes such damages. The arbitrators shall have the authority to determine the Party who shall bear the costs of such arbitration.

In disputes involving third parties, none of the Confidential Information disclosed to or developed by one Party, nor anything said by one Party during discussions between or among the Parties, can be used by another Party in any arbitration process unless obtained in a legally mandated manner.

#### **Binding Nature; Rights of third parties; Costs**

9. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. This Agreement is intended solely for the benefit of the Parties and nothing in this Agreement should be construed to create any duty or liability to, or standard of care with reference to, any third party. Each Party shall bear its own costs in connection with this Agreement.

#### **Applicable Laws**

10. This Agreement shall be governed by and construed, interpreted and applied in accordance with the laws of England without regard to any conflict-of-law rules. Notwithstanding any provision in this Agreement to the contrary, no provision in this Agreement is intended or shall be construed to obligate a Party to perform any action or forbear a Party from performing any action, where such performance or forbearance would be in conflict with, or where compliance with such obligation would be prohibited or penalized under, the laws of any country which are applicable to such Party.

#### **Counterparts**

11. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one agreement.

#### **Notices**

12. All Notices, consents, requests, and notifications authorized or required to be given in writing or by Notice under this Agreement shall be addressed to the Parties at the addresses or facsimile number set forth below, or to such other addresses or facsimile numbers which one Party specifies to the other Party by Notice. Such Notices shall be deemed to be given and received upon the earlier of: (a) actual receipt, (b) when sent by facsimile, the date and at the time sent, provided that the sending machine issues a

written confirmatory report that the message has been sent to the recipient's facsimile number, or (c) when sent by a recognized overnight courier service with charges prepaid, at the date and time of delivery confirmed in writing by the courier service.

(a) **[Company Name]**

Attention:

Telephone:

Facsimile:

Address:

(b) **Electricity Generating Authority of Thailand**

Attention: Head of LNG Business Unit Project

Telephone: (66) 2436 8240

Facsimile: (66) 2436 6690

Address: 53 Moo 2 Charansanitwong Road, Bang Kruai, Nonthaburi  
11130, Thailand

*Signature Page to Follow*

**In witness whereof**, the Parties have executed this Agreement by their respective authorized signatories effective as of the Effective Date.

**[Company Name]**

By: \_\_\_\_\_

Name:

Title:

**Electricity Generating Authority of Thailand**

By: \_\_\_\_\_

Name:

Title: Deputy Governor-Fuel

Date: