

U.S. Department of Justice
 Washington, DC 20530

**Exhibit A to Registration Statement
 Pursuant to the Foreign Agents Registration Act of
 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Development Counsellors International	2. Registration Number 4777
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3. Primary Address of Registrant
600 5th Ave, 2nd Floor, New York, NY 10020

4. Name of Foreign Principal Tourism Authority of Thailand	5. Address of Foreign Principal 700 N Rush St. Chicago, IL 60016
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6. Country/Region Represented
THAILAND

7. Indicate whether the foreign principal is one of the following:

Government of a foreign country¹

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____

Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
Tourism Authority of Thailand

b) Name and title of official(s) with whom registrant engages
Anoma Vongyai - Director

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official(s) with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- | | | |
|---|------------------------------|-----------------------------|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
11/21/2025	Karyl Leigh Barnes	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/Karyl Leigh Barnes
_____	_____	<input data-bbox="886 489 954 527" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 573 954 611" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 657 954 695" type="text" value="Sign"/> _____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

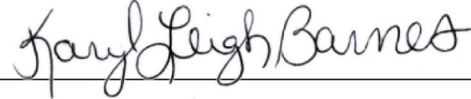
Date

Printed Name

Signature

3/22/24

Karyl Leigh Barnes



U.S. Department of Justice
 Washington, DC 20530

**Exhibit B to Registration Statement
 Pursuant to the Foreign Agents Registration Act of
 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Development Counsellors International	2. Registration Number 4777
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3. Name of Foreign Principal Tourism Authority of Thailand

Check Appropriate Box:

- 4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, and the fees and expenses, if any, to be received.
- 7. What is the date of the contract or agreement with the foreign principal? 11/01/2025

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Agency is a full-service marketing agency specializing in tourism marketing. Client desires to engage Agency to provide its services, and Agency desires to accept the engagement, in accordance with the terms and conditions of this Agreement.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Agency is a full-service marketing agency specializing in tourism marketing. Client desires to engage Agency to provide its services, and Agency desires to accept the engagement, in accordance with the terms and conditions of this Agreement.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act.¹

Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
11/21/2025	Karyl Leigh Barnes	Sign /s/Karyl Leigh Barnes
_____	_____	Sign _____
_____	_____	Sign _____
_____	_____	Sign _____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

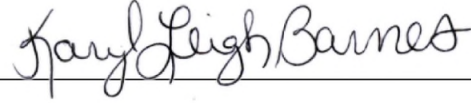
Date

Printed Name

Signature

3/22/24

Karyl Leigh Barnes



MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (“**Agreement**”) is entered into by and between DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD. (“**Agency**”) and Tourism Authority of Thailand, Chicago Office (“**Client**”) (together the “**Parties**”, and each a “**Party**”) as of the date the last Party hereto signs this Agreement (“**Effective Date**”).

Background

Agency is a full-service marketing agency specializing in tourism marketing. Client desires to engage Agency to provide its services, and Agency desires to accept the engagement, in accordance with the terms and conditions of this Agreement.

Terms & Conditions

1. Scope of Services.

- 1.1. Agency will provide Client the services and deliverables (collectively, the “**Services**”) set forth in the proposal or scope of work document (collectively, the “**SOW**”) attached hereto and incorporated herein. Should Client request Agency to perform additional services beyond the scope of those identified in the attached SOW, such additional services shall be detailed in a separate SOW or other writing executed by the Parties, which shall be subject to, and considered part of, this Agreement.
- 1.2. Client appoints Agency as its agent for all purchases of media, production costs, engagement of talent, or other services and materials required to fulfill the Agreement or produce the Work Product. Client reserves the right to cancel any such authorization, whereupon on receipt of written notice of such cancellation, Agency will take all appropriate steps to effect such cancellation, provided that Client will reimburse, and hold Agency harmless, for any costs incurred by Agency as a result.

2. Intellectual Property Ownership.

- 2.1. Agency shall be permitted to display representative copies of the Work Product in Agency’s work portfolio in print, digital and online formats for Agency’s promotional purposes, including the submission of any completed and published Work Product in relevant award competitions. Client grants to Agency, and Agency accepts from Client, a limited, non-exclusive license to display the completed, accepted and implemented Work Product for such purposes.

3. Client Materials.

- 3.1. Where Client has supplied to Agency any information, artwork, logos, images, copy or other written, graphic or pictorial materials (the “**Client Content**”) for Agency’s use in connection with the Services, Client hereby gives and grants to Agency a limited, non-exclusive license and right to utilize, display and reproduce such Client Content in the Work Product and/or in connection with the Services.

- 3.2. Client covenants that it owns or has secured all necessary rights to the Client Content, and that such Client Content does not infringe any patent, copyright, trademark, trade secret or any other proprietary or intellectual property right of any third party, including individuals whose likeness appears in the Client Content.
4. Client Approvals; Review.
 - 4.1. Client shall designate in writing the individual(s) with whom Agency will communicate regarding all aspects of the Services or this Agreement. Client is responsible for providing timely reviews and approvals of the deliverables and providing timely responses to Agency inquiries relating to the Services. In the event of a delay by Client in granting any necessary authority or approval to Agency, which delay causes an increase in fees or costs associated with the Services, or a delay in the completion date of any deliverable, Client shall be solely responsible for such increased costs and delayed completion dates and agrees to pay such increase in fees and costs to Agency, including any dormancy or restart fees charged by Agency. Client will assume responsibility for any increased fees or costs for delayed work completion by third parties arising out of any delayed grant of necessary authority or approvals.
 - 4.2. Client will ensure that all facts reasonably within Client's knowledge that are stated in all Client Content provided to Agency, or in any deliverables incorporating such Client Content, are substantially true and not materially misleading. Client will have the exclusive responsibility to ensure that the materials created or developed by Agency conform to all requirements or restrictions imposed by law on Client's business. Client agrees that Agency has no obligation to conduct such due diligence or provide any regulatory compliance services or legal review of any kind for any Client Content.
5. Compensation. Client will pay fees and costs to Agency as detailed in the SOW.
6. Payment Terms
 - 6.1. Agency will send invoices on or about the 1st day of each month, reflecting time costs for the previous month, and payment for the charges itemized in the invoices will be due upon Client's receipt of same.
 - 6.2. Client anticipates covering all third-party costs. However, Agency will invoice Client for all media, photography buyouts, and third-party costs after incurring such costs or fees, and Client will pay all such costs, plus Agency's prevailing administrative fees, in full upon receipt of invoice. Alternatively, Agency may arrange for direct billing to Client for such costs or fees.
 - 6.3. In the event Agency must pursue legal action to collect or recover its fees or costs from Client, Client will bear all fees and expenses, including, without limitation, attorney's fees, incurred by Agency in such recovery or collection action.
7. Term. Unless otherwise specified in a SOW, the term (the "**Term**") of this Agreement will commence on the Effective Date and will continue for a period of 12 months unless terminated earlier in accordance with Section 8 below.

8. Termination.

- 8.1. Either Party may terminate this Agreement or any SOW for any reason on 60 days' written notice to the other Party.
- 8.2. Either Party may terminate this Agreement or any SOW if the other Party fails to perform or otherwise materially breaches any of its obligations, covenants or representations, and fails to remedy such failure or breach within 30 days after the injured Party delivers notice to the breaching Party reasonably detailing the breach.
- 8.3. Agency's rights, duties, and responsibilities shall continue up through the effective date of termination. In the event of termination, Client will be obligated to pay Agency for any unbilled time and materials and unreimbursed expenses actually incurred through the termination date, including digital media placements and any custom materials created on behalf of Client. Unless otherwise stated in the SOW, all media placement is non-cancelable.
- 8.4. Upon termination of the Agreement, Agency will, upon Client's request, return, transfer and/or assign to Client: (1) all proprietary information or materials in Agency's possession or control belonging to Client, subject, however, to any rights of third parties; and (2) any contracts with third parties, including advertising media, production partners, or others, upon being duly released by Client and any such third party from any further obligations. Client shall bear the costs associated with the transfer of Client's property to Client.
- 8.5. Expiration or termination of this Agreement shall result in the automatic termination of all SOWs then in effect. Expiration or termination of any or all SOWs shall not, by itself, result in the termination of this Agreement or any other SOW.

9. Confidentiality and Safeguard of Party's Property.

- 9.1. Client and Agency each agree to keep in confidence, and to not disclose or use for its own respective benefit, or for the benefit of any third party (except as may be required for the performance of services under this Agreement or as may be required by law), any Confidential Information of the other party in its possession. Agency and Client will each take reasonable precautions to safeguard the Confidential Information of the other entrusted to it and shall not disclose the Confidential Information of one another to any third party without the authorization of the disclosing party.
- 9.2. "Confidential Information" shall include, without limitation, marketing, technical, financial and business information and models, names of potential customers or partners, proposed business deals, reports, plans, market projections, software programs, data, or any other confidential and proprietary information relating to the work, and all of Agency's proprietary information including original proposals, recommendations, concepts or ideation related to Client's business, and the financial terms of this Agreement. The term Confidential Information excludes: (i) any data or information that is already known by or in possession of the receiving party at the time it is disclosed to the receiving party; (ii) has become generally known to the public through no wrongful act of the receiving party; (iii) has been lawfully obtained by the receiving party from a third party without restriction on disclosure of it; (iv) is required to be disclosed by operation of law; (v) is independently developed by the receiving party without use, directly or indirectly, of

the Information received from the other party; or (vi) is furnished to a third party by the disclosing party hereunder without restrictions on the third party's right to disclose the information.

- 9.3. All Confidential Information shall be kept confidential by the Parties following the termination or expiration of this Agreement. Agency will not use any Confidential Information of Client for any purpose other than to perform its work and obligations to Client pursuant to this Agreement.
10. Mutual Non-solicitation. During any term of this Agreement and for a period of 12 months after the completion of any work or services pursuant to it, neither Agency nor Client shall (i) contact, solicit, divert or take away the other's employees, independent contractors, vendors or consultants, whose names or identities were known by any means during the Agreement term and arising out of the Services to which the Agreement relates, (ii) attempt to cause any of the other's employees, independent contractors, vendors or consultants to refrain from working for or providing goods or services to the other; or (iii) assist any other person or persons in an attempt to do any of the foregoing. This Section 11 does not prevent either Party from issuing general solicitations or from hiring those personnel who respond to general advertisements or solicitations for employment that are not directed at the other Party's personnel.
11. Notices. Any notice shall be deemed given on the day of receipt if notice is transmitted by postal mail or commercial courier, or upon the date of transmission if transmitted electronically. Any notice required under this Agreement shall be delivered to the following addresses:

Agency: Development Counsellors International, LTD.
Karyl Leigh Barnes, President & CEO
600 5th Avenue, New York, NY 10020
Karyl.Barnes@aboutdci.com

Client: Tourism Authority of Thailand, Chicago Office
Attn: Anoma Vongyai
700 N. Rush St. 3rd Fl.
Chicago, IL 60611
(312) 410-7901

Indemnification

- 12.1. Client agrees to indemnify and defend Agency for all damages and losses (including reasonable attorney's fees, costs and expenses) arising from any claims or actions by third parties against Agency, including those by governmental or regulatory authorities, relating to: (a) Client's breach of this Agreement, or (b) any claim for false or misleading advertising, libel, slander, piracy, plagiarism, invasion of privacy, or infringement of intellectual property based upon (i) materials furnished by Client or (ii) materials created by Agency that are substantially modified by Client. Client Content and any other information or data obtained by Agency from Client to substantiate claims made in advertising shall be deemed "materials furnished by Client."
- 12.2. Agency agrees to indemnify and defend Client for all damages and losses (including reasonable attorney's fees, costs and expenses) arising from any claims or actions by third parties against Client for piracy, plagiarism, or infringement of intellectual property based upon materials created by Agency that are contained in the Work Product, other than materials furnished or substantially modified by Client.

- 12.3. Any party entitled to be indemnified pursuant to this Agreement (“**Indemnified Party**”) shall provide prompt written notice to the party liable for such indemnification (“**Indemnifying Party**”) of any claim or demand that the Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement. The Indemnifying Party shall promptly undertake to discharge its obligations hereunder. Additionally, the Indemnifying Party shall employ counsel reasonably acceptable to the Indemnified Party to defend any such claim or demand. The Indemnified Party shall have the right to participate in the defense of any such claim or demand, at its own expense, and may settle or compromise such claim or demand, without prejudice to its rights hereunder. The Indemnified Party shall cooperate with the Indemnifying Party in any such defense.
13. Limitation of Liability. Agency cannot accept responsibility for any alterations, including additions, modifications and deletions, caused by a third party or Client to the Work Product once completed by Agency. In the event of any claim, demand, alleged loss, or alleged damage arising out of Work Product provided by Agency to Client, Agency’s total liability to the Client shall not exceed the amount of fees or other compensation paid to Agency pursuant to this Agreement. Pass through expenses such as postage and media costs shall not be considered to be fees or compensation. **UNDER NO CIRCUMSTANCES SHALL AGENCY BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OR CORRUPTION OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE.**
14. Disclaimer of Warranty. Agency warrants that it will perform the Services in accordance with industry standards and using reasonable care and skill. **THESE WARRANTIES ARE CLIENT’S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO MARKETING SERVICES, AGENCY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF EFFECTIVENESS, SPECIFIC BUSINESS RESULTS, OR SPECIFIC QUALITY OR QUANTITY OF RETURN OR RESPONSE.**
15. ADA Compliance. Where Agency’s scope of work includes the design and development and/or maintenance of Client’s website or app, Client acknowledges and understands that, unless otherwise provided for in an applicable SOW, Agency’s scope of work does not include ensuring compliance with the Americans with Disabilities Act website accessibility requirements.
16. Data Privacy Regulation Compliance. Where Agency’s scope of work includes the use of Client data or information, or consumer information assembled or processed by Client (collectively, “**Data**”), Client acknowledges and understands that, unless otherwise provided for in an applicable SOW, Agency’s scope of work does not include ensuring compliance with U.S. federal or international data privacy regulations. Client shall be responsible for providing any and all specifications concerning use of any Data provided to Agency by Client. Without limiting any indemnification obligation of Client, Client further agrees it will indemnify and hold Agency harmless from Client’s negligence or intentional failure to comply with applicable privacy or data security laws and regulations, rules, or industry codes and guidelines, including the CCPA or GDPR, relevant to any Data in possession or control of Agency related to a SOW between the parties.

17. Right to Engage in Other Activities. Client acknowledges and agrees that Agency may provide services of the same or a similar nature as the Services for one or more third parties during and after the term of this Agreement and that, except as expressly agreed to by the Parties in writing, nothing in this Agreement will operate to impair, restrict, limit, or prohibit Agency from providing any such services.
18. Entire Agreement; Modifications. This Agreement constitutes the sole Agreement of the Parties hereto and supersedes all prior agreements, promises, negotiations, or representations between the Parties not expressly stated herein. All subsequent modifications shall be in writing and signed by the Parties.
19. No Joint Venture. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between the Parties. Agency is, and at all times will continue to be, an independent contractor.
20. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision hereof, each of which will remain in full force and effect, so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner materially adverse to any Party. Further, it is the intention of the Parties that, if any court construes any provision or clause of this Agreement, or any portion thereof, to be illegal, void, or unenforceable because of the duration of such provision, such court shall reduce the duration, and, in its reduced form, such provision shall then be enforceable and shall be enforced.
21. Force Majeure. Agency shall not be deemed in default of this Agreement to the extent that its performance is prevented or delayed due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance or act of terror, disruption of the public markets, war or armed conflict, pandemic, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment or decree.
22. Governing Law; Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Illinois without regard to its conflict of laws principles. Jurisdiction and venue for resolution of all disputes arising out of this Agreement shall be in Cook County, Illinois.

23. Artificial Intelligence.

A) Ownership in Work Generated by Artificial Intelligence Technology Platform(s).

Client acknowledges that, if Artificial Intelligence technologies (collectively, "AI") are utilized in the creation of outlined deliverables, neither Agency nor Client will have any ownership of intellectual property rights in the portions of outlined deliverables that have been generated by Artificial Intelligence Technologies. Client further acknowledges that such portions will be treated by Agency as though they are public domain works as defined by U.S. Copyright Law.

Client acknowledges that the ownership of intellectual property rights in or use rights or license(s) to such intellectual property included in any works generated from an Artificial Intelligence technology platform are subject to the terms and conditions of that Artificial Intelligence technology platform.

Client acknowledges that, with the exception of materials provided by Client for incorporation into the input prompts for the Artificial intelligence technology, Agency shall own all strategies, prompts, engineering, and materials developed or provided for input into the Artificial Intelligence Technology.

Client acknowledges that, unless otherwise provided herein, Agency shall own all additions, manipulations, modifications, or other edits made by Agency to the content generated by the Artificial Intelligence platform.

Client acknowledges that any works generated by an Artificial Intelligence technology platform and incorporated into final outlined deliverables may consist in part of pre-existing original works created by third parties and subsequently included into the data set(s) of that Artificial Intelligence technology platform. Client further acknowledges that Agency is released pursuant to item (c) of this Section for such outlined deliverables.

B) Obligations.

- a. Client agrees that if Artificial Intelligence technology is to be used by Agency in performance of this Agreement, Client will communicate all its specifications regarding and limitations or restrictions upon the use of Artificial Intelligence Technologies to Agency. Agency's sole obligation regarding use of works created wholly or in part by Artificial Intelligence technologies shall be to conform to such specifications of Client.
- b. Client agrees that if it has utilized Artificial Intelligence technology in the production of any Client materials provided to Agency in performance of this Agreement, it will inform Agency in writing which portions or elements of the Client materials have been generated by Artificial Intelligence technology, and it assumes all liability for such materials.
- c. Client agrees that if Artificial Intelligence Technology is to be used by Agency in performance of this Agreement, it will inform Agency in writing regarding any confidential or proprietary information that may not be input by Agency into any Artificial Intelligence Technology.
- d. Client warrants that any materials provided by Client to Agency for input into an Artificial Intelligence technology are exclusively owned by Client or licensed to Client permitting use

for such purposes, and input of such materials into the Artificial Intelligence technology shall not infringe upon the rights of any third party, including those of privacy, intellectual property, or confidentiality.

- e. Client warrants that it will provide all necessary legal review, clearance and approval of the outlined deliverables prior to their implementation or release to all third parties.

C) Release of Agency.

Client releases Agency from all liability arising out of the use of any Artificial Intelligence technology in performance of the services, including, without limitation, the materials inputted into the Artificial Intelligence technology and materials outputted from the Artificial Intelligence technology, regardless of whether such materials are incorporated into the outlined deliverables.

D) Indemnification by Client.

Client indemnifies and holds harmless the Agency from any and all third-party claims arising out of (i) a breach of any warranties or obligations made in this Section 23 and (ii) the use of any Artificial Intelligence technology in performance of this Agreement including, without limitation, claims arising from the materials input into the Artificial Intelligence technology and materials output by the Artificial Intelligence technology. Agency's additional indemnification obligations set forth in this Agreement concerning outlined deliverables, if any, shall not extend to any portions of materials generated by Artificial Intelligence technology.

AGREED TO BY:

**Development Counsellors
International, LTD.**

Tourism Authority of Thailand, Chicago Office

By: 

By: 

Name/Title: Karyl Leigh Barnes, President & CEO

Name/Title: Anoma Vongyai, Director

Date: October 1, 2025

Date: October 1, 2025