

Cable TV Service Agreement

Agreement No. CNVTB67030009

January 1st, 2024

“The Service Provider” Charoen Cable TV Network Company Limited

Address: 19/112, 12th Floor, Sukhumvit Suite Building, Soi Sukhumvit 13,

Khlong Toei Nuea Sub-district, Wattana District, Bangkok 10110

Taxpayer Identification Number: 0105544120080

By Miss Wanvisa Pratoommuang, Attorney-in-fact,

Tel: (02) 253 3399, Fax: (02) 255 7690

“The Service Receiver” Erawan Chaophraya Company Limited (Branch 00001)

Address: 27 Soi Charoennakorn 17, Charoennakorn Road,

Banglamphulang, Klongsarn, Bangkok 10600

Taxpayer Identification Number: 0105545096409

By: Mr. Sebastien Frederic Salmon

Senior Vice President Operation

Ms. Orawan Vicharnarong

Hotel Manager

Tel: (02) 805 9810, Fax: (02) 805 9834

“The Service Receiving Location” Ibis Riverside Bangkok

Address: 27 Soi Charoennakorn 17, Charoennakorn Road,

Banglamphulang, Klongsarn, Bangkok 10600

Tel: (02) 805 9810, Fax: (02) 805 9834

There are 266 rooms in the building.

The Service Provider agrees to provide Cable TV service to **the Service Receiver** at **the Service Receiving Location** with the following terms and conditions:

1) Audio and video signal

The Service Provider shall provide clear audio and video signals in **Digital TV** for **The Service Receiver**. **The Service Provider** shall programs as listed in the Appendix 1. In case of any changes on the programs listed in Appendix 1, **The Service Provider** shall notify **The Service Receiver** at least 30 days prior to the change except in emergency case that the change occurs from the broadcaster, **The Service Provider** shall notify **The Service Receiver** immediately.

2) Scope of services

The Service Provider agrees to sell and **the Service Receiver** agrees to buy audio and video signals in no. 1 through the Cable TV system. For that, **the Service Receiver** will receive the audio and video signals only in **the Service Receiving Location**.

3) System and signal line installation

3.1 **The Service Provider** shall be responsible for wiring the cable line and maintenance of the Cable TV lines to ensure the standard of signals from the Service Provider's Head End to the **Service Receiving Location**. Ownership of wiring and the Cable TV lines belongs to **the Service Provider** only.

3.2 Wiring Cable TV lines and maintenance of the system in **the Service Receiving Location** shall be responsible by **the Service Receiver** at his own expenses.

Furthermore, throughout the duration of this service agreement, the electricity costs incurred in the operation of the signal system or at **the service receiver** location shall be the responsibility of **the service receiver**.

3.3 If the agreement is terminated, **The Service Provider** will repair **the Service Receiving Location** to return in all good condition same as before installation and will responsible for all cost

4) Responsibility for the copyright of the video signal

4.1 **The Service Provider** shall be responsible for the copyright for every channel of the Cable TV signals in no. 1 **The Service Receiver** shall pay for the service fees to **The Service Provider**.

In case that **the Service Receiver** would like to subscribe to other additional channels after signing agreement at **the Service Receiving Location** without consent from **The Service Provider**. **The Service Receiver** shall be responsible for all addition cost and legal issue it may caused

4.2 In case that **the Service Receiver** desires to watch the copyrighted channels, **the Service Receiver** shall send the notice to **The Service Provider**, then **the Service Provider** will provide the copyrighted channels to **the Service Receiver**.

If **the Service Receiver** does any act to watch the copyrighted channels under paragraph one without the consent of **the Service Provider**, **the Service Receiver** agrees to be responsible for such damage, and if **the Service Provider** is liable for damages or pay any expenses to third parties as a result of such acts of **the Service Receiver**, **the Service Receiver** must compensate for damages and/or such expenses to **the Service Provider** within 30 days after written notice thereof is given by **the Service Provider**.

4.3 **The Service Provider** hereby certifies that **The Service Provider** is the person who has the right to copyright the image signal. Bringing equipment to receive image signals to install **The Service receiver** if it causes **the service receiver** was sued for damages, or being prosecuted for copyright infringement, or any other cases arising from the use of the service Viewing the video signal from the receiver device or input terminal of **The Service Provider** and **The Service Provider** will be responsible for all damages incurred.

5) **The Service Receiver agrees**

5.1 Not to send audio and video signals remitted by **the Service Provider** to anywhere outside the permitted Service Receiving Location.

5.2 **The Service Receiver** will pay service charges to **the Service Provider** before receive Cable TV service. To pay service charges to **the Service Provider** as follows:

- **The service fee is 159,600 Baht per Year (Excluding vat)**

(Promotion: Pay for 10 months, get 2 months free)

5.3 **The Service Receiver** will pay yearly service charges to **the Service Provider** before receive Cable TV service in **January 2024**

5.4 If **the Service Receiver** receives the service of copyrighted channels under Clause 4.2, **the Service Receiver** agrees to pay the service fee to **the Service Provider**.

6) **Video signal deficiencies**

In case of deficiency on Cable TV signal or **the Service Provider** cannot transmit signal to **the Service Receiver** under any circumstances, for 3 days, **the Service Receiver** can reduce the service fees proportionate to the signal lost.

7) Force majeure

Both parties shall be protected from failure to comply with the Agreement caused by force majeure such as natural disasters, an act of the government or authorities or state enterprises or other reasons.

The party affected by the force majeure shall immediately notify the other party and contractual obligations shall be temporarily suspended until the force majeure is over. **The Service Provider** has agreed to reduce service fees for **the Service Receiver** proportion of the service fee.

8) Agreement period

This Agreement shall remain in effect for **one year from 1st January 2024 – 31st December 2024, (includes free month)** if either party wishes to terminate the Agreement, that party shall notify the other party in writing at least 30 days before the expiration of the Agreement.

If The Service Receiver terminate this Agreement during the Initial Term not on the behalf The Service Provider's fault, The Service Receiver shall have to pay the Service Fee of remaining period of the Agreement including the outstanding payment (if any) which must have been fully paid before the termination date.

9) Breaching the Agreement

In case a party breaches a section in the Agreement, the other party shall give him a warning in writing for correction. Otherwise, the other party can terminate the Agreement and demand compensation for damage.

This Agreement is made in two duplicates. Both parties having read and understood all the terms and conditions therein, affix their signatures and corporate seal (if any) before witness:

Signed for and on behalf of:

Erawan Chaophraya Company Limited
(Branch 00001)

Signed for and on behalf of:

Charoen Cable TV Network Company Limited

Signature Service Receiver,
(Mr. Sebastien Frederic Salmon)
Senior Vice President Operation

Signature Service Provider,
(Miss Wanvisa Pratoommuang)
Attorney-in-fact

Signature.....Service Receiver,
(Ms. Orawan Vicharnarong)
Hotel Manager

Signature Witness,
(Mr. Anusorn Yougkaew)
Chief Engineer

Signature Witness,
(Miss Suchanun Pungpa)

Signature Witness
(Miss Juraiwan Waenkaew)