

Original

Cable TV Service Agreement

Agreement No. CNVLK66110045

November 17th, 2023

“The Service Provider” Charoen Cable TV Network Company Limited
Address: 19/112, 12th Floor, Sukhumvit Suite Building, Sukhumvit 13 Lane,
Klongtoey Nue Sub-district, Wattana District, Bangkok 10110
Taxpayer Identification Number: 0105544120080
By Mr. Teerapat Aurareevorakul, attorney-in-fact,
Tel: (02) 253 3399, Fax: (02) 255 7690

“The Service Receiver” Richee Holding Alliance Company Limited
Address: 188, Silom Road, Suriyawongse Sub-district,
Suriyawongse District, Bangkok 10110
Taxpayer Identification Number: 0105544013739
By: Mr. Michel Serrano General Manager
Mr. Nuttachai Rachakrut Director of Engineering
Tel: (02) 352 4000, Fax: (02) 352 4199

“The Service Receiving Location” Pullman Bangkok Hotel G
Address: 188, Silom Road, Suriyawongse Sub-district,
Suriyawongse District, Bangkok 10110
Tel: (02) 352 4000, Fax: (02) 352 4199
There are 458 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 system for The Service Receiver. The Service Provider shall transmit channels, 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.

* condition as the same old service agreement From 5

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.

In addition, throughout using the service "**the Service Receiver**" agrees to pay electricity bills arising from the use of the service under this agreement (if any) to the relevant agencies.

3.3 If the agreement is terminated. Whether any case, **The Service Receiving** will allow **The Service Provider** to remove equipment that **The Service Provider** installed to provide cable television service at **The Service Receiving** Location area. **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.

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 by paying the service fee to The Service Provider at a rate of 386,925 baht per year. (Excluding VAT)

5.3 The Service Receiver will pay yearly service charges to the Service Provider before receive Cable TV service from January 2024 onwards.

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**, 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:

Richee Holding Alliance Company Limited

Signature Service Receiver,
(Mr. Michel Serrano)
General Manager

Signed for and on Behalf of:

Charoen Cable TV Network Company Limited

Signature Service Provider,
(Mr. Teerapat Aurareevorakul)



Signature Service Receiver,
(Mr. Nuttachai Rachakrut)
Director of Engineering

Signature Witness
(Phutthipat Sosol)

Signature Witness,
(Mr. Theerachai Surayothin)

Signature Witness
(Mr. Subin Kitcharoen)