

## Cable TV Service Agreement

Agreement No. CNVLK64080026

August 10<sup>th</sup> 2021

**“The Service Provider”** Charoen Cable TV Network Company Limited

Address: 19/112, 12<sup>th</sup> Floor, Sukhumvit Suite Building, Sukhumvit 13 Lane,

Klongtoey Nue Sub-district, Wattana District, Bangkok 10110

Taxpayer Identification Number : 0105544120080

By Mr. Theerachai Surayothin, attorney-in-fact

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

**“The Service Receiver”** Siripat Five Company Limited (Branch 00001)

Address: 59 Naresdamri Road, Hua Hin Sub-District,

Hua Hin District Prachuap Khiri Khan 77110

Taxpayer Identification Number : 0105561212876

By : Mr. Marc Sittl General Manager

Tel: (032) 535 999 Fax: (032) 535 888

**“The Service Receiving Location** The Standard Hotel, Hua Hin

Address: 59 Soi Naresdamri, Hua Hin,

Prachuap Khiri Khan 77110

Tel: (032) 535 999 Fax: (032) 535 888

**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 Internet Protocol Television Programs (IPTV) in those channels are subject to change. (Appendix 1)

### 2) Scope of services

**The Service Provider** agrees to sell and **the Service Receiver** agrees to buy audio and video signals in Section 1 through the Cable TV system for that **the Service Receiver** may service 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 standard 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.

3.3 If the contract 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** will improve **the Service Receiving Location** to good condition with the original by cost of **the Service Provider**.

### 4) Responsibility for the video signal patents

The Service Provider shall be responsible for patents for every channel of the Cable TV signals in section 1 remitted to **the Service Receiver** and **the Service Receiver** shall pay for the service fees to **the Service Provider**.

If **the Service Receiver** wants to subscribe to other additional channels later to service in **the Service Receiving Location**, **the Service Receiver** shall be responsible for it.

### 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.

5.3 To pay service charges to **the Service Provider** as follows:

- Service fees Bht 21,000.- per month (exclude vat). ✓
- the service fee 30% Discount on January – June 2022 ✓





## 6) Video signal deficiencies



In case the Cable TV signal experiences problems to the point that **the Service Provider** cannot remit signal to **the Service Receiver** under any circumstances, **the Service Provider** shall try his best to remit the signal. If **the Service Provider** cannot remit the signal 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 monthly fee.

## 8) Agreement period

This Agreement shall remain in effect for two years from 1<sup>st</sup> January 2022 – 31<sup>st</sup> December 2023, if by the end of the Agreement period, neither party terminates it, the Agreement shall be extended for another year at a time. 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. In case **the Service Receiver** terminates the contract before the contract expires, **the Service Receiver** will pay the monthly fee multiplied by the number of months remaining in the contract.

## 9) Breaching the Agreement

In case a party breaches a section in the Agreement, the other party shall give him a warning in writing and correct it. 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:

SIRIPAT FIVE COMPANY LIMITED (Branch 00001) CHAROEN CABLE TV NETWORK COMPANY LIMITED

Signature.....Service Receiver,  
(Mr. Marc Sittl) 30 SEP 2021

General Manager

Signature.....  
(Mr. Poomchai Mattayompoppinyo)

Owners Representative

Signature.....Witness,  
(Mr. Koranit Muangkaew)

Director of Finance

30 SEP 2021

Signed for and on Behalf of:

Signature.....Service Provider,  
(Mr. Theerachai Surayothin)



Signature.....Witness,  
(Miss. Chantraporn Supapwanich)

