

**Cable TV Service Agreement**

Agreement No. CNVKSM66040001

April 10<sup>th</sup>, 2023**“The Service Provider”** Charoen Cable TV Network Company LimitedAddress: 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. Teerapat Aurareevorakul, attorney-in-fact,

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

**“The Service Receiver”** SIRIMAYA CO., LTD. (Branch 00001)

11/34 Moo 2 Tambon Boput,

A. Koh Samui, Suratthani 84320

Taxpayer Identification Number : 0105550073756

By : Mr. Ruud Hulscher , General Manager

Ms. Chongkolnee Kerdkulrat , Director Finance

Tel: (07) 791 5200

**“The Service Receiving Location”** OZO Chaweng Samui

11/34 Moo 2 Tambon Boput,

A. Koh Samui, Suratthani 84320

Tel: (07) 791 5200

There are 208 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 **Internet Protocol Television (IPTV)** system for **The Service Receiver**. **The Service Provider** shall transmit all the available 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.

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 **The Service Provider** have installed equipment for the Receiver Payment service fees are follows :

- IPTV system installation fee 70,000 Baht (exclude vat.)

3.4 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 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**

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**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** agreed for monthly packages and the payment will be paid to **the Service Provider** as follows:

- Service fee of 15,400 Baht/month (value-added tax not yet included)

5.3 The Service Receiver will pay service charges to the Service Provider before receive Cable TV service within March 2023 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 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.

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## 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 Two years from 1 March 2023 – 28 February 2025, 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. The Agreement will be continue annually by writing will authorized signature before the end of 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 pcriod 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. AA

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 and effect both parties each retaining one copy.

**Signed for and on Behalf of:**

SIRIMAYA CO., LTD.

(Branch 00001)

Signature ..... 16/5/23 ..... Service Receiver,  
(Mr. Ruud Hulscher)  
General Manager

Signature .....  ..... Service Receiver,  
(Ms. Chongkolnee Kerdkulrat)  
Director Finance

Signature Patarakot W. ..... Witness,  
(Ms. Patarakot Wongwaibunyarit)  
Manager IT

**Signed for and on Behalf of:**

Charoen Cable TV Network Company Limited



Signature .....  ..... Service Provider,  
(Mr. Teerapat Aurareevorakul)  
attorney-in-fact

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

Signature .....  ..... Witness,  
(Mr. Thananchai Apikitleelakun)