

SERVICE AGREEMENT

This Service Agreement (hereinafter sometimes referred to as the "Agreement") is hereby entered into between Primal Co., Ltd (hereinafter referred to as "the Agency") and the party ("the Client") set forth in the Quotation. The Agency and the Client are sometimes referred to herein each as a "Party" and collectively as the "Parties". NOW THEREFORE, the Parties hereby agree as follows:

DEFINITIONS - "Affiliate(s)" means any person, corporation, partnership, limited liability company or other entity which directly or indirectly controls, is controlled by or is under common "Control" with the Parties. For the purposes of this Agreement, "Control" means in the case of a corporation or other entity, ownership or voting control, directly or indirectly, of at least ten percent (10%) of all general or other partnership or similar interests therein. "Campaign Start Date" means the official start date of the Agreement. "Confidential Information" means all proprietary information e.g. Trademarks etc. of the Parties or its Affiliates. "Credit Period" means the agreed period of days that the client is allowed to wait before paying the Service Fees and Media Buy if specified in the Quotation under Special Conditions. "Emergency" means any situation in which the applicable person, in its reasonable judgment, concludes that a particular action (including, without limitation, the provision of a Service) is immediately necessary to (a) avoid imminent material damage to the Agency and/or the Client; (b) protect any person from imminent harm; or (c) avoid the imminent unforeseen and unforeseeable suspension of any necessary Services to the Client, the failure of which service would have a material and adverse effect on the Agency and/or the Client. "Force Majeure" means any delays resulting from any causes beyond the Agency or Client reasonable control, as the case may be, including governmental regulation, governmental restriction, strike, labour dispute, riot, inability to obtain materials (giving due regard for the ability to substitute similar materials and provided that the party in question had done the appropriate planning and provided for the appropriate lead time in obtaining such materials), acts of God, war, fire or other like circumstances and other like circumstances. Under no circumstances shall the non-payment of money or a failure attributable to a lack of funds be deemed to be (or to have caused) an event of Force Majeure. "Initial Term" means the minimum term specified in the Quotation Form. "Media Buy" means the charges stipulated by the Agency in the Quotation Form. "Quotation Form" means the document attached hereto in this Agreement, which shall be duly executed by the Parties for this Agreement to take effect. The Quotation Form sets out the detail and scope of the Services. "Rolling Monthly Term" means the period after the expiration of the Initial Term whereby the Parties agree to automatically renew the Agreement for successive periods of one (1) month. "Service(s)" means the provision of services by the Agency to the Client as detailed in the Quotation Form attached. "Trademark(s)" means all domestic and international trademarks, service marks, logos, trade names, trade address, including all goodwill represented by each of the forgoing, whether registered or unregistered proprietary rights of the Parties.

1. **TERM OF SERVICES** - The Agency agrees to provide Services to the Client from the campaign start date as stipulated on the Quotation for the Initial Term and continue on a Rolling Monthly Term under this Agreement, unless otherwise agreed in writing by the Parties.

2. **REMUNERATION** - 2.1 **Service Fees** - The Client shall pay the Agency the service fees as stipulated in the Quotation Form attached, payable in quarterly instalments as per issuance of invoice(s) upfront, unless otherwise specified in the Quotation under Special Conditions. For the avoidance of doubt, this fee shall be payable in addition to all Media Buy payments, if applicable. 2.2 **Media Buy** - Media Buy will be based on the amount as stipulated in the Quotation Form attached, payable in quarterly instalments as per issuance of invoice(s) upfront, unless otherwise specified in the Quotation under Special Conditions. Media buy is paid irrespective of any actual incurred spend where the Agency will utilise any leftover Media Buy to the subsequent months remaining on the term of the agreement.

3. **TERMS OF PAYMENT** - 3.1 **Invoice(s)** issued by the Agency to the Client are due upfront in quarterly intervals, unless otherwise specified in the Quotation under Special Conditions submitted to the Client by the Agency. 3.2 The Agency will invoice the Client in respect of the Service Fees and Media Buy upfront in quarterly intervals, unless otherwise specified in the Quotation under Special Conditions. 3.3 The Agency reserves the right to charge interest on all invoices presented to the Client which are not paid by the relevant due date at the annual rate of 15%. Such interest will accrue on a daily basis from the date of which payment became overdue up to the day on which the Agency receives the full outstanding amount together with all accrued interest.

4. **OWNERSHIP OF INTELLECTUAL PROPERTY ("IP")** - 4.1 All advertising prepared by the Agency and paid for by the Client will be the Client's property but the Client will not necessarily own the copyright(s) and other rights in it. For avoidance of doubt, the Client shall not own the copyright in 'stock' photographs obtained from photographic agencies for advertisement or any other medium in which this material may be supplied. 4.2 The Agency will not be responsible for any damages resulting from the unauthorised use of IP.

5. **SERVICE FEES** - 5.1 Client hereby agrees to pay the Service Fees stipulated in the Quotation Form from the campaign start date and continue throughout the Initial Term and the Rolling Monthly Term until either of the Parties have decided to terminate this Agreement as per the provisions set out in Section 6 below. 5.2 The payment method of Service Fees to the Agency by the Client must be cleared funds and paid within the due date via bank wire transfer or cheque. 5.3 Client must pay the Service Fees within the due date, failure to do so would incur interest rate, equal to the annual rate of up to fifteen percent (15%) on any overdue sum payable and/or on the Service Fees owed but unpaid to the Agency. 5.4 Client shall be responsible for any and all transaction costs and expenses that is incurred as a result of the process of the payment method. The Service Fees shall be made in full, as agreed in this Agreement, and shall be free of any deduction, offset, etc. 5.5 Client hereby acknowledges that they shall not withhold payment of Service Fees in the event of an Emergency. 5.6 The Client acknowledges that all pricing is subject to change with 30 days written notice and that Service Fees may change as a result during the Initial Term and Rolling Monthly Term as a result of the pricing changes.

6. **TERMINATION OF AGREEMENT** - 6.1 Either of the Parties may terminate this Agreement once it is under the Rolling Monthly Term by providing a written notice of minimum thirty (30) days prior to terminating the Agreement. 6.2 If the Client fails to pay the Service Fees by the due date, the Agency shall have the right to immediately suspend all Services to the Client until payment is made for the amount owed but unpaid, inclusive of the annual interest rate of fifteen percent (15%) of the sum owed accruing each day. In the event of the Client default, the Agency shall have the discretion on whether to continue or terminate this Agreement upon receipt of the Service Fees owed. 6.3 The provisions set forth in Section 5 and Section 6.2 of this Agreement shall be applicable with regards to any outstanding amount owed to the Agency by

way of Service Fees, or any other payment in the event of the Client fails to make the payment within fourteen (14) days of the expiration or termination of this Agreement. The obligations under Section 5, Section 6.2, and this Section 6.3 shall survive the termination of this Agreement. 6.4 Subject to 6.6, each party agrees to not terminate this Agreement during the Initial Term. In the event of the Client terminating this Agreement before the expiration of the Initial Term, the Client agrees to pay the Agency the Service Fees owed but unpaid for the remaining months of the Initial Term as compensation for the losses incurred by the Agency. 6.5 After the Initial Term, the Agreement will continue in full effect until terminated by either Party providing one (1) month's written notice to the other Party. After that Initial Term, the Agreement will continue in full effect until terminated by either Party providing one (1) month's written notice to the other Party. Notice to terminate the Agreement cannot be served until the Initial Term has elapsed. 6.6 In lieu of the terms provided above in this Section 6, either Party may terminate this Agreement by written notice to the other if the other Party under one or all of the following circumstances:

- i. Either of the Parties is in material breach of any of the terms of this Agreement and, in the case of a breach capable of remedy, fails to remedy such breach within thirty (30) days of receipt of written notice giving sufficient particulars of the breach and of the steps required to remedy it;
- ii. (Being a company) passes a resolution for winding up, merger, amalgamation, reconstruction (otherwise than for the purposes of solvent merger, amalgamation, or reconstruction provided that the affected Party agrees in writing that such merger, amalgamation, or reconstruction does not affect the quality of the Services) or courts makes an order which is compliant within the laws of Thailand to that effect;
- iii. (Being a partnership or other unincorporated association) is dissolved or (being a natural person) dies;
- iv. Becomes or is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors;
- v. Has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets; or
- vi. Ceases, or threatens to cease to exist and/or to carry on business.

7. **INDEMNITY** - Both Parties hereby agree, to the extent applicable under the laws of Thailand, and subject to Section 6 of this Agreement, to indemnify each other for any loss or liability which either Party may suffer or incur from a breach of this Agreement by the other Party. 7.2 The Client hereby acknowledges that the Services provided by the Agency is dependent on third-parties who may at any time during the course of the Initial Term change processes, procedures, software, and/or their own policies that may impact the results obtained by the Agency for the purposes of this Agreement. The Client indemnifies the Agency for any losses incurred as a result of the aforementioned.

8. **CONSEQUENTIAL LOSS** - To the extent permitted under the laws of Thailand, e.g. the Unfair Contract Terms Act B.E. 2540, the Parties hereby acknowledge and agree that neither of the Parties are liable for any indirect or consequential loss of profits, costs, damages suffered as a result of Emergency, Force Majeure, any business interruption or any other indirect, incidental, punitive or any other form of consequential damages arising out of or in connection to this Agreement.

9. **NON-SOLICITATION** - The Client hereby undertakes and acknowledges that neither they nor any of the Affiliates or any businesses which they have Control of, for the duration of this Agreement and for a period of one (1) year from termination of this Agreement, either directly or indirectly, offer to employ or solicit the employment of any members of the Agency and/or its Affiliates.

10. **SEVERANCE** - If any specific provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. The Parties agree to attempt to substitute for any invalid or unenforceable provision.

11. **ENTIRE AGREEMENT** - This Agreement constitutes the Entire Agreement and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement. For the avoidance of doubts, the Quotation and the Confidentiality and Non Disclosure Agreement shall form part of this Agreement. No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

12. **NOTICES** - Any notice, invoice, or other communication which either Party is required to provide by this Agreement to serve on the other Party shall be sufficiently served if sent to the other Party by electronic email from the authorised directors of either Parties. In all cases, notices are deemed made on the day received by the other Party.

13. **CONFIDENTIALITY** - 13.1 The Parties acknowledge a duty not during or after the Term to disclose without the other's prior written permission any confidential information either concerning the other's business, its business plans, customers or associated companies or resulting from studies or surveys commissioned and paid for by the Client. 13.2 In particular during and after the Term the Agency acknowledges its responsibility to treat in complete confidence all the marketing and sales information and statistics relating to the Client business with which the Client may supply the Agency in the course of any work for the Client. 13.3 The Client acknowledges that nothing in this Agreement shall affect the Agency right to use as it sees fit any general marketing or advertising intelligence gained by the Agency in the course of its appointment. 13.4 The Client hereby consents to authorize the Agency to use its Trademarks for use of the Agency marketing collateral. The use of the Client's Trademarks shall therefore not be considered a breach of this Agreement. 13.5 Each Party acknowledges not to disclose any Confidential Information or authorize the use of their Trademarks to any third party without obtaining written consent from the other.

14. **GOVERNING LAW** - This Agreement, and all transactions contemplated herein and during the performance of the obligations set forth in this Agreement shall be governed and interpreted in accordance with the laws of Thailand. Governing language of this Agreement shall be in English.

15. **ACKNOWLEDGEMENT** - In the event that the Client fails to provide to the Company the correct logins with sufficient permissions, including but not limited to FTP/cPanel/CMS, necessary to perform the Services by the Company, the Client agrees that any Guarantees, KPIs and performance expectations of the Services will be made null and void.