

SECOM SIM-Card Agreement

This **SECOM SIM-card Agreement** (the “**SIM Agreement**”) is made on the Effective Date (defined below) by and between:

- (1) **Thai Secom Security Co., Ltd.**, a company established under the laws of Thailand, identification No. 0105530045650, having registered office located at 21/6-7, Thai Wah Tower Building, 4th Floor, South Sathorn Road, Tungmahamek, Sathorn, Bangkok 10120 Thailand (“**SECOM**”); and
- (2) [•], juristic person registration no. / Thai national identification card no. / Passport no. [•], located at [•] (“**Customer**”).

SECOM and the Customer are collectively referred to herein as the “**Parties**” and each individually as a “**Party**”.

RECITAL:

- A. The Parties have executed, separately from this SIM Agreement, the security agreement (the “**Security Agreement**”), under which,
 - (i) SECOM has agreed to sell or lease to the Customer and the Customer has agreed to purchase or rent from SECOM the tools and equipment used for security, as detailed therein (the “**Products**”);
 - (ii) SECOM has agreed to provide to the Customer and the Customer has agreed to, upon the delivery of the Products, accept from SECOM the service of installation of the Products at the premises, as detailed therein (the “**Premises**”); and
 - (iii) SECOM has agreed to provide and the Customer has agreed to receive the security services provided by SECOM with respect to the Products and the Premises, as detailed therein (the “**Security Services**”).
- B. The Customer wishes to receive the internet connection service through the SIM-card that may be provided by SECOM (the “**SECOM SIM-Card**”) for the Security Services.

NOW, THEREFORE, the Parties agree as follows:

Article 1 (Definition)

Under this SIM Agreement, the following terms when used hereunder shall have the meaning set forth below:

“Customer”	has the meaning given to it in the preamble of this SIM Agreement.
“Effective Date”	has the meaning given to it on the signing page of this SIM Agreement.
“Force Majeure”	shall mean an occurrence beyond the control and without the fault or negligence of any Party affected including, but not limited to, acts of God or public enemy, expropriation or confiscation of equipment, tools, materials and facilities other than as a result of legitimate claims made against the Customer, coup de ’tat, revolution, civil unrest, mass demonstration, war, rebellion, sabotage or riots, floods, fires, explosions or other catastrophes, epidemics, pandemics, strikes, boycotts, pickets, loss or malfunction of utilities, telecommunication, radio communication or any other kinds of communication, computer services, change in laws or regulations which makes the performance impossible or at significantly higher costs and expenses or other similar occurrences which are not within the control of the Party affected and which by the exercise of reasonable diligence the Party is unable to prevent.
“Party” or “Parties”	has the meaning given to it in the preamble of this SIM Agreement.
“Personal Data”	shall mean any information relating to a natural person which enables the identification of such natural person, whether directly or indirectly, which is the subject of the Processing, but not including the information of the deceased natural person.
“Premises”	has the meaning given to it in the recital A(ii) of this SIM Agreement.
“Products”	has the meaning given to it in the recital A(i) of this SIM Agreement.
“SECOM”	has the meaning given to it in the preamble of this SIM Agreement.
“SECOM SIM-Card”	has the meaning given to it in the recital B of this SIM Agreement.
“Security Agreement”	has the meaning given to it in the recital A of this SIM Agreement.
“Security Service Fee”	has the meaning given to it in Article 6 of this SIM Agreement.
“Security Services”	has the meaning given to it in the recital A(iii) of this SIM Agreement.
“SIM Agreement”	has the meaning given to it in the preamble of this SIM Agreement.
“SIM Service”	has the meaning given to it in Article 3 of this SIM Agreement.
“Software Application”	shall mean the application and software which are specifically made for the Security Services.

Article 2 (Applicability)

This SIM Agreement shall be applicable only if SECOM activates the internet connection provided via the SECOM SIM-Card.

Article 3 (Interpretation)

SECOM and the Customer agree that this SIM Agreement is made in accordance with the requirement under the Telecommunications Business Act B.E. 2544 (2001), therefore, in the event of any inconsistency, conflict or ambiguity as to the rights and obligations of SECOM and the Customer in relation to the internet provision by the SECOM SIM-Card (the “**SIM Service**”) between this SIM Agreement and the Security Agreement, the term of this SIM Agreement shall control and supersede any such inconsistency, conflict or ambiguity.

Article 4 (Nature and type of the service under the SIM Service)

SECOM and the Customer agree that the SIM Service which SECOM shall provide to the Customer shall be the provision of internet connection for provision of the Security Services by SECOM.

Article 5 (Standard of the SIM Service)

SECOM agrees to provide the SIM Service in accordance with the standard and quality that SECOM has advertised to or notified the Customer, where, such standard and quality shall not be lower than what is prescribed by the relevant authority.

Article 6 (Fees, service charges or expenses incurred from the SIM Service)

The SIM Service shall be provided to the Customer without any extra fee on top of the fees that is chargeable upon the Security Services per the Security Agreement (the “**Security Service Fee**”) and SECOM shall not charge any fee, service charge or any other expenses aside from that which is provided herein

Article 7 (Rights, duties and responsibilities of SECOM and the Customer)

- 7.1 In the event that the interruption has occurred on the SIM Service causing the Customer to not be able to use the SIM Service normally, SECOM shall undertake to promptly remedy the situation so as to enable the Customer to be able to use the SIM Service.
- 7.2 SECOM shall not utilize the fact that SECOM has delivered any tools or other relevant materials to the Customer without charging any fees or by charging less than the market price at the time of such delivery for the use of the SIM Service to be the condition that is burdensome to the Customer or to impose penalties or damages upon the Customer’s advance termination of this SIM Agreement.
- 7.3 SECOM and the Customer shall agree to comply with the current laws, regulations, notifications and orders of the relevant authorities and any amendments thereof. The Customer shall not use the SIM Service in violation of the public order or good moral of the people or in a way that is detrimental to the good names of any other persons or for unlawful purposes or for commercially leasing or letting any other persons to use the SIM Service which may result in unusually high usage and cause the interruption to the use of the SIM Service by the other Customers or allowing any other persons to do so.
- 7.4 In case SECOM has set any passwords for the Customer for the SIM Service, the Customer shall keep such passwords in confidentiality and shall be bound by any action occurring from the SIM Service which was caused by the use of the passwords of the Customer.
- 7.5 The Customer may not assign any rights under this SIM Agreement to any other persons unless SECOM has approved thereabout.

Article 8 (Provision of the Personal Data by the Customer)

- 8.1 The Customer shall provide the following Personal Data which is deemed necessary for the performance of this SIM Agreement as well as to send the copies of the identification documents to SECOM, provided that this shall not bar the right of SECOM to request for the original for the purpose of inspection.
 - (1) Personal Data such as first name, family name, nationality and date of birth; and
 - (2) Information relating to the address for contacting as well as telephone number.
- 8.2 SECOM shall not use such Personal Data for other purposes without the written consent from the Customer except when sending such Personal Data to the relevant authorities as required by law. Nonetheless, the Customer is entitled to withdraw the consent therefor at any time by making it in writing to SECOM.

Article 9 (Request for the information relating to the usage of the SIM Service)

The Customer is entitled to request for the information relating to the usage of the SIM Service via the channel prescribed by SECOM and SECOM shall provide such information via such channel within sixty (60) days from the date of the receipt of such request

Article 10 (Temporary suspension of the SIM Service)

- 10.1 The Customer is entitled to exercise the right to temporarily suspend the SIM Service by notifying SECOM in writing / by email / via Software Application at least three (3) days in advance. SECOM shall not charge any fee therefor.
- 10.2 The Customer may temporarily suspend the SIM Service for up to six (6) months. If the temporary suspension by the Customer lasts more than six (6) months, SECOM may terminate the SIM Service by notifying the Customer in writing for at least thirty (30) days in

advance.

- 10.3 Once the temporary suspension period has ended, SECOM must resume the SIM Service immediately without any additional charges therefor.
- 10.4 In the case of necessity, SECOM may temporarily suspend the SIM Service by notifying the Customer in writing at least thirty (30) days in advance except for any of the following cases where SECOM may temporarily suspend the SIM Service immediately:
- (1) Force Majeure has occurred upon SECOM;
 - (2) The Customer has died or has lost its juristic personality;
 - (3) The Customer has used the forged documents or made a fraudulent representation in receiving the SIM Service;
 - (4) SECOM is able to prove that the SIM Service was used for the unlawful purposes or in violation of this SIM Agreement;
 - (5) There is an urgent need for SECOM to maintain or repair the system that is used for the provision of the SIM Service.
- 10.5 Subject to the provisions of the article 10.4, SECOM reserves the right to suspend any part or all of the SIM Service by notifying the Customer in writing at least thirty (30) days in advance in the event that the Security Services are suspended due to default of the Customer in accordance with the Security Service Agreement. Furthermore, if the Security Agreement is terminated or has otherwise ended, SECOM may temporarily suspend the SIM Service for as long as the Security Agreement is not renewed and/or until the Customer terminates this SIM Agreement
- 10.6 In case where the Products in which the SECOM SIM-Card is installed is tied to the identity of the Customer and if such Products is lost or stolen, SECOM shall, upon the request from the Customer, immediately suspend the SIM Service. SECOM reserves the right to make such suspension upon being certain that the person who makes such suspension request is really the Customer himself/herself.

Article 11 (Limitation of liability)

To the extent permitted by law and notwithstanding the provisions in the Security Agreement, the total cumulative liability of SECOM in relation to the SIM Service shall be limited to an amount not exceeding the aggregate amount of the Security Service Fee received by SECOM from the Customer in twelve (12) months immediately preceding the event that is the subject of the Customer's claim.

Article 12 (Termination of the SIM Agreement)

- 12.1 The Customer is entitled to terminate this SIM Agreement by notifying SECOM in writing or by email / via Software Application at least five (5) days in advance.
- 12.2 The Customer is entitled to terminate this SIM Agreement immediately upon any of the following events:
- (1) The Customer is unable to receive the SIM Service from SECOM due to the continuous occurrence which is uncontrollable by the Customer;
 - (2) SECOM has materially breached this SIM Agreement;
 - (3) SECOM has been adjudicated bankrupt;
 - (4) SECOM has amended the terms or conditions of this SIM Agreement causing the reduction in rights or benefits of the Customer that the Customer would otherwise have been able to enjoy except where such amendment is required by law.
- 12.3 SECOM is entitled to terminate this SIM Agreement upon any of the following events:
- (1) The Customer has died or lost the juristic personality;
 - (2) SECOM is able to prove that the Customer behaves in fraudulent manner in using the SIM Service or uses the SIM Service unlawfully or breaches the prohibitions under this SIM Agreement;
 - (3) SECOM is unable to provide the SIM Service due to the event that is uncontrollable by SECOM; or
 - (4) The termination is made in accordance with the provisions of the law.
- 12.4 The SIM Agreement shall be terminated upon the termination of Security Agreement.

Article 13 (Amendment to the SIM Agreement)

SECOM reserves the right in amending or modifying this SIM Agreement in accordance with the approval of the relevant authority. SECOM shall notify the Customer about the amendment or modification in advance via SECOM's website / by email / in writing / via Software Application.

However, this does not bar the Customer from immediately terminating this SIM Agreement if such amendment or modification results in the reduction in rights or benefits of the Customer that the Customer would otherwise have been able to enjoy except where such amendment or modification is required by law.

Article 14 (Lodging of complaints and solving the complaints)

In the event that the Customer faces the difficulties in using the SIM Service, the Customer may lodge the complaints to the following channel (free service):

Customer service center

Address 21/6-7, Thai Wah Tower Building, 4th Floor, South Sathorn Road, Tungmahamek, Sathorn,
Bangkok 10120 Thailand
Telephone 02-285-0999 (24 hours)
Email customerservice@secom.co.th
Website <https://www.secomsecurity.co.th/en/contactus>

[Remainder of page intentionally left blank]

To SECOM

I, the Customer, have thoroughly read, understood and have thereby agreed to this SIM Agreement, and therefore the Customer has signed this Agreement with SECOM on this [*] (“**Effective Date**”), the date on which this Agreement is deemed to have been made. In witness whereof, the Customer has executed this Agreement in duplicate, one (1) copy thereof shall be kept by each Party.

By _____
(.....)

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