

## สัญญาจ้างการกำจัดสัตว์และแมลงนำโรค

Agreement No. PEP 2024 – 001

## PEST ELIMINATION AGREEMENT

This Agreement is hereby entered between **ECOLAB LTD**, located at **15<sup>th</sup> Floor, President Tower, 971, 973 Ploenchit Road, Lumpini, Pathumwan, Bangkok 10330** (referred to as "Ecolab") and **Grande Asset Hotels and Property Public Co., Ltd.** Located at **1 Sukhumvit Soi 13 Road, Klong toey Nua, Wattana Bangkok 10110, Thailand** (referred to as the "Customer").

The terms of this Agreement are as follows:

- 1) Ecolab will provide inspections and treatments including provide one training program per year to customer staff within office hour (Monday to Friday: 8.00 am to 5.00 pm) as mutually agreed schedule:

SERVICE LOCATION: Hyatt Regency Bangkok 1 Sukhumvit Soi 13 Road, Klong toey Nua, Wattana Bangkok 10110, Thailand						
Item	Pest Services Covered	Service Frequency	Area Covered	Billing Period	Amount Billing/Month (THB)	Total amount per 12 Months (THB)
1	<b>SERVICE IPM PROGRAM</b> <b>- Pest Elimination Program</b> - Crawling Insect Program (Cockroach, Common Ant and Termite (spot treatment)) - Rodent Program - Flying Insects Program (Flies, Mosquito)	as detail in scope of service	Refer in scope of service	12 Months	37,500.00 Baht	450,000.00 Baht
<b>Total</b>						450,000.00 Baht
<b>VAT 7%</b>						31,500.00 Baht
<b>Grand Total</b>						481,500.00 Baht

- 2) Ecolab will exercise all reasonable skill, care and diligence in the discharge of the duties hereby agreed upon. Ecolab will provide reasonable consulting service to identify sanitation and structural deficiencies which may contribute to pest infestation and Customer must correct those deficiencies in order to assure a pest-free environment. If infestation is caused by Ecolab's negligence, Ecolab will attend to it with no additional charge. On the other hand, should infestation be caused by Customer's lack of follow up from Ecolab's advice, infestation service charges will be applied. Ecolab shall not be responsible for actual or consequential damages caused by pests.
- 3) Ecolab will provide regular periodic service to maintain the premises free of rats, mice, cockroaches or other insects as per scope of service. If re-infestation does occur between regularly scheduled service calls, Ecolab will provide additional service treatment to eliminate that re-infestation at no additional charge.
- 4) Ecolab is to be available at a maximum of 24 hours' notice to advice on and suppress pest problems.
- 5) If Ecolab fails to provide satisfactory services under this agreement, customer has the right to give written notice to Ecolab to render satisfactory services, specifying the aspect of the service found to be unsatisfactory. If unsatisfactory conditions have not been corrected within thirty (30) days of such notice, customer will have the right to cancel this agreement.
- 6) The Customer shall make freely available access to all parts of the said premise during the time and for the purpose of any inspection or treatment by Ecolab. This will also include any preparation that is advised by Ecolab.
- 7) The Customer agrees to **pay for the above service(s) in monthly , Each billing is 37,500.- Baht (Not including 7 % Vat)** The first payment shall be due after contract effective by thirty (30) days from the invoice date. The next payment will be due monthly following due dates of invoices.
- 8) Should any adjustment in price be necessary, it will be mutually agreed by both parties. Price adjustment will be implemented with 30 days notice.



- 9) This Agreement shall commence on **December 1, 2023 – November 30, 2024** and shall continue in force for a period of **12 months**. Either party may terminate this Agreement by giving at least 30 days prior to notice in writing.
- 10) All equipments used or delivered by Ecolab which relates to pest elimination /control services (including, but not limited to, bait stations) are at all times the sole and exclusive property of Ecolab. Customer will have no right of ownership of such property. Customer will not remove the equipment without prior written consent of Ecolab and must return that equipment promptly following the expiration or termination of this Agreement for any reason. Customer is responsible for any loss, damage, theft or destruction of that equipment. All developments, inventions or improvements to Ecolab products or services created during the time Ecolab's servicing Customer will be the sole property of Ecolab.
- 11) Ecolab insures third party public liability with limitation amount against possible damages caused by our Service Specialist during their course of duties.

#### SCOPE OF SERVICE

PESTS SERVICED FOR	SERVICE DESCRIPTION	AREA OF SERVICE	FREQUENCY OF SERVICE
Pests cover (Cockroaches, Rodents, Ants, Mosquitoes, Flies)	To inspect for potential or actual activities and report on preventive or treatment measures	All areas	inspection and Service review Monthly
<b>Crawling Insects</b> (Termite(spot treatment), Cockroach, Common Ant)	Residual spraying with FDA & DLD approved pesticides at building	Guest room 273 rooms	Quarterly (Day)
<b>Crawling Insects</b> ((Termite(spot treatment), Cockroach, Common Ant)	Residual spraying with FDA & DLD approved pesticides at building. Put cockroaches monitoring trap in risk areas.	Food & Beverage Area	1 Time/ Month (Night)
		Front & Back of the House Area (Areas as below)	1 Time/ Month (Night)
<b>Rodents</b>	<u>External:</u> Install rodent bait station and create line defense for prevention from outside. <u>Internal:</u> put rodent glue trap in risk areas. To inspect and service rodent bait and rodent trap	Internal area and External area	1 Time/ Month (Day)
<b>Flying Insects treatment</b> (Flies, Mosquito)	Thermal Fogging or ULV with FDA approved pesticide	External area	1 Time/ Month (Night)
		Internal area	1 Time/ Month (Night)
<b>Inspection and follow up</b>	<ul style="list-style-type: none"> <li>- Pest inspection and follow up within Food &amp; Beverage Areas.</li> <li>- Pest Inspection and follow up within Front &amp; Back of the House Areas.</li> <li>- Recommendation by Entomologist.</li> <li>- Provide trend analysis report</li> </ul>	All Food & Beverage Area	1 Time/ Month (Day)
<b>Monthly Meeting</b>	<ul style="list-style-type: none"> <li>- Quality service review with customer</li> </ul>	Meeting with stewarding team, HK team, EN team, FB team	Monthly
<b>Training</b>	<ul style="list-style-type: none"> <li>- Pest Awareness and prevention and related topic</li> </ul>	-	Yearly

- 12) Special treatments out of this service agreement should be renegotiated and agreed by both parties in written agreement. Ecolab reserves the right to charge additional costs incurred from the special treatment by negotiation.



## SERVICE AREAS

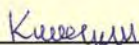
Service areas at Hyatt Regency Bangkok Sukhumvit	
<b>Basement kitchen</b>	<b>5th floor Event Service</b>
Pastry kitchen	Service areas Grand Regency Ballroom
Beverage store	Service areas Regency 1,2,3,4
Dry store	Public areas
Meat Preparation	Kitchen areas Back of house
Seafood Preparation	Kitchen areas show kitchen
Garde Manager kitchen	<b>6th floor Pool</b>
Staff canteen Kitchen (Run operation by subcontract)	Service area
Public areas	Gym and Locker areas
B Floor office areas and Lockers	Garden& Pool areas
<b>G Floor (Back of house)</b>	Engineering section at 6th floor
Garbage room	Back of house
Receiving & Purchasing areas	<b>27th Regency club</b>
Flower room	Service area
Security office	Kitchen Back of house
Public areas	Kitchen Front of house
Associates lift channel	Public areas
G Floor (Front of house Lobby)	<b>29-31th floor Spectrum</b>
Garden surrounding the areas	Service area
Lobby Lounge	Kitchen Back of house
Public areas lobby areas	Kitchen Front of house
Guest rest room	Public areas
Guest lift channel	Storeroom
Parking areas lift	Engineering water plant
Parking areas lift	<b>7<sup>th</sup> -28<sup>th</sup> Floor Guest floor</b>
<b>4th floor Market café</b>	Guest rooms 273 units
Store chemical car park	Corridor
Kitchen Back of house	pipe duct rooms
Kitchen Front of house	storeroom
Service areas	staff Pantry room
Office areas 4th floor	service elevator hallways
	guest elevator hallways
	Total facilities on guest floor

Both parties agree to the above conditions of the agreement

ECOLAB LTD.

Grande Asset Hotels and Property Public Co., Ltd.

Signed by



(Mrs. Kitigan Suksoonthin)  
Director



Signed by



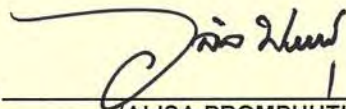
(SAMMY CAROLUS)  
General Manager

Witness



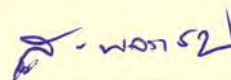
(Ms. Nuch Laokhom)  
Field Sales & Service Manager

Witness



(ALISA PROMPHUTH)  
Director of Finance

Witness



(SUWIT POLRACHOM)  
Chief Engineer