

RESIDENTIAL DIRECT-TO-HOME SERVICE PROVIDER AGREEMENT (hereinafter referred to as "Agreement") together with any applicable agreement such as, but not limited to the Local Area Agreement and Outlet Agreement for postpaid plans, set forth the terms and conditions under which Cignal TV, Inc. ("Service Provider") will provide its Service to and approved and authorized reseller ("Subscriber"). Subscriber agrees to accept the terms and conditions of this Agreement. Subscriber shall take effect immediately upon activation of the Service subject to the details written on the reverse side hereof.

If any of the provisions in this Agreement are declared void, illegal or unenforceable by a court, the remaining provisions be valid and enforceable. Service Provider being unable to strictly enforce any of the provisions of this Agreement shall not be construed as a waiver of the provision's enforcement. Any waiver by Service Provider of any provisions of this Agreement shall only be valid if made in writing by an authorized representative of Service Provider.

Services ("Services") shall mean all audio, data and other programming services and all other services that are currently available from Service Provider (whether subscription, pay-per-view or otherwise) and those that Service Provider may provide in the future. Services and/or accessories as part of the Equipment. Set-top boxes and Smart Cards contain components and software that are proprietary to Service Provider and its licensors (collectively "Embedded Software and Smart Card Software"). Subscriber agrees that he will not attempt to reverse-engineer, decompile or disassemble, tamper with, modify, any software or hardware contained within any set-top box or Smart Card. Such actions are strictly prohibited and may result in the termination of the Agreement, discontinuation of Services and/or legal action. The supply by the Service Provider of the Set-top box does not constitute a transfer of ownership of the Set-top box. Embedded Software and Smart Card Software (Smart Card Software) is the ownership over which remains with the Service Provider and/or its licensor for the full term of the Agreement.

Subscriber shall use the Equipment strictly for the purpose of receiving Services and in accordance with terms of this Agreement, other guidelines of the Service Provider and any accompanying operating manual or directions for such Equipment by its manufacturer. Prolonged misuse of the set-top box may adversely affect the ability of such set-top box to properly receive signal for the Service.

Additional Receivers. Service Provider may choose to allow Subscriber to place additional receivers or set-top boxes to a single subscription account. If Service Provider allows Subscriber to do so, each additional receiver or set-top box will be required to receive the same Service as the original set-top box, subject to the limitations of Subscriber's television equipment. All such additional set-top boxes must be located at the same registered residence of the Subscriber. If Subscriber wishes to receive Services at different residential locations, he will need to request a new subscription. Subscriber shall be responsible for the cost of the set-top box in his initial set-top box. Subscriber must obtain a separate account for each location or set-top box, as the case may be, unless otherwise specifically authorized in writing by Service Provider. Subscriber shall then be treated as having multiple subscriptions and will be charged accordingly unless the Service Provider provides for a separate scheme. Subscriber shall purchase or lease additional set-top boxes, Smart Cards, remote controls and the appropriate length of cable for each additional set-top box.

Minimum Subscription Period. Service Provider reserves the right to impose a minimum subscription period for the Service from date of activation. Should Subscriber fail to complete the minimum subscription period, or choose to terminate or cancel the subscription prior to the end of the minimum subscription period, Service Provider may charge Subscriber a pre-termination fee by way of penalty in addition to forfeiture of any Service Deposits made. Unless otherwise specified by Service Provider, Subscriber shall pay a pre-termination fee equal to the amount of the full monthly service fee multiplied by the number of months remaining on the minimum subscription period ("Unexpired Period"). In determining the Unexpired Period, a fraction of a month shall be considered as a full month.

Subscription Fees and Other Charges. Subscriber agrees to pay to Service Provider subscription fees, outlet fees and other charges, as well as all applicable taxes, in accordance with the selected payment plan in the Residential Subscriber Application Form. Service Provider reserves the right to increase the subscription fee, costs of services and other charges and to impose new or additional charges other than those indicated in the said Form.

Installation Fees. Subscriber shall pay, in addition to the subscription fees and other charges, an installation fee to cover the cost of labor, physical installation of the Equipment and other necessary equipment in Subscriber's premises that would enable Subscriber to receive the Service. Service Provider reserves the right to charge installation fees to Subscriber upon reconnection of Service, regardless of reason for disconnection.

Excess Cable. There shall be additional charges for materials and labor for installation or extension of the standard length of cable provided by Service Provider, as determined by Service Provider, from the date to the location of set-top box.

Additional Equipment. Subscriber shall be responsible for purchasing any additional equipment needed to receive the Service. These should be acquired by Subscriber prior to the installation of the Equipment.

Other Charges. Service Provider reserves the right to charge security deposits, fees for other services and Subscriber-initiated requests including, but not limited to, disconnection, reconnection or transfer of the Set-top box within the Subscriber's premises; installation, disconnection, re-connection and/or replacement of additional set-top box, replacement of equipment beyond the warranty coverage, re-alignment of dish, delivery of repaired and/or replacement equipment, repairs and other similar services, and package upgrades and downgrades.

Late Payment Penalties. Service Provider reserves the right to impose a late payment charge on unpaid amounts as Service Provider determines in its sole discretion. Service Provider may charge interest equivalent to one and a half percent (1.5%) per month for all accounts not paid on due date, plus a late payment charge equivalent to one and half percent (1.5%) per month, until the account is paid in full.

Surcharges. Service Provider further reserves the right to add to Subscriber's overdue accounts a surcharge equivalent to the actual costs incurred by the Service Provider to answer for collection or attorney's fees in the event that collection of said overdue account is endorsed to a collection agency or law firm.

Billing and Payment. Billing. For Post-Paid accounts, Service Provider shall send to Subscriber a Statement of Account (SOA) for billings of subscription fees, fees for other services, and other charges, at regular intervals and taking into consideration the chosen payment mode (i.e. monthly, quarterly, semi-annual or annual). SOAs may be delivered to Subscriber by courier, mail, electronic mail or such other mode agreed by the parties.

Payment. Subscriber shall pay the subscription fees, charges and any balance on or before the due date indicated in the SOA. Notwithstanding the non-delivery or late delivery of any SOA, it shall be the responsibility of Subscriber to inquire from Service Provider of the status of his outstanding balance through Service Provider's Customer Helpdesk and effect immediate payment, without need of further demand, on or before the due date.

Subscriber may be made as Service Provider's office, distributors, authorized payment centers and through duly accredited banks. Service Provider shall inform Subscriber from time to time of any changes or additions to its existing bill payment centers. Service Provider shall not be held liable for any payments made to parties other than these authorized bill payment centers.

Change in Billing Address or other Customer Information. Subscriber shall inform Service Provider in writing of any changes in the Customer Information or Customer Address indicated in the reverse side of this form. Service Provider shall not be responsible for the consequences of Subscriber's inability to receive the Service and/or the SOA and to pay the account on time as a result of Subscriber's failure to timely notify Service Provider as required herein. Subscriber shall not be bound by any change in Customer Information or Customer Address unless and until it receives such written notice from Subscriber.

Non-Payment. Service Provider shall have the right to disconnect the Service if the Subscriber fails to pay in full his account due date. Such disconnection shall be without prejudice to any action available to Service Provider under this Agreement, under the law or in equity in order to recover all amounts payable to Service Provider and/or damages suffered by Service Provider as a result of or in connection with Subscriber's non-payment.

Application of Payments. In the event payment made by the Subscriber is not sufficient to fully discharge its payables to the Service Provider, Service Provider shall apply such payment in the following order: (i) expenses for collection, including attorney's fees, (ii) penalty, (iii) interest (iv) outlet fees, and (v) subscription fees.

Bill Disputes. If Subscriber in good faith disputes any portion of the SOA, Subscriber shall submit to Service Provider, at least five (5) days prior to the relevant due date, written documentation substantiating the disputed amount and make full payment of the undisputed portion of the SOA within the due date. If Subscriber does not report a dispute within the said period, Subscriber shall be deemed to have irrevocably waived his dispute rights for that SOA and the SOA shall be deemed to be correct and final. Any disputed amount resolved in favor of Subscriber shall be reflected in the SOA immediately after the resolution. Any disputed amount determined to be payable to Service Provider shall be due within seven (7) days of the resolution of the dispute. If Subscriber withholds the disputed amount, Subscriber's account shall be deemed to be past due. In such event, Service Provider shall be entitled to pursue any and all legal remedies provided in this Agreement, including suspension or disconnection of Service.

Non-Transferability. This Agreement and the Service may not be leased, assigned or transferred by Subscriber to a third party without the prior written consent of Service Provider. In the event Service Provider grants its consent, the original Subscriber shall furnish to Service Provider the conformity of the new Subscriber to the assignment and to assume all fees and charges under the original account, if any. The assignment or transfer notwithstanding, all Equipment, cable, connections and other accessories unless already paid for, shall remain the property of Service Provider and the new Subscriber shall have no property or right to use the same but only the right to use as provided under this Agreement.

Installation and Transfer of Purchased Equipment. Subscriber shall not install or transfer purchased Equipment on his own. Subscriber hereby accepts full responsibility for any damages that may be caused to the Equipment by this action or for any service interruption and hereby accepts that this renders void any replacement warranty on the Equipment.

Leased Equipment. Leased Equipment (if any) may be provided by Service Provider, installed at the premises of Subscriber, shall remain the property of Service Provider and shall not be transferred, moved or removed from the place of its initial installation. Subscriber shall take proper care of the leased Equipment and will not make any alterations or additions thereto. Subscriber shall be liable for any loss or damage to such leased Equipment installed and received in good order and condition. All leased Equipment shall be returned to Service Provider upon termination of this Agreement or as may be required by Service Provider.

OUTLET AGREEMENT FOR LEASE PLAN SUBSCRIBERS

This Outlet Agreement sets forth the terms and conditions for the use by Subscriber of the Service Provider's Equipment described below (each "Outlet") solely in connection with the Service Provider's DTH Service for residential subscribers under a Lease plan as available of by Subscriber under the Direct To Home Service Agreement (the "Agreement"). The terms and conditions of the DTH Service are contained in the Residential Direct to Home (DTH) Service Agreement between the Subscriber and the Service Provider ("Agreement") is incorporated herein by reference. In case of conflict between the terms of the Agreement and this Outlet Agreement with respect to the Outlet, including its use, replacement, termination and warranty, the terms of this Outlet Agreement shall prevail.

Upon signing this Outlet Agreement, the Subscriber shall pay in advance the Outlet Fee for one (1) month period ("Advanced Outlet Fee") or a one-time non refundable deposit of P1,500 for Plan 990, in cash and/or personal check, payable to the Service Provider. It is hereby understood that the term "Advanced Outlet Fee" shall mean the Advanced Outlet Fee. This Outlet Agreement includes the conditional-access Card (Smart Card) supplied by the Service Provider.

Installation of the Outlet and activation of the DTH Service ("Service") for the Outlet shall be conclusive presumption that the Subscriber has accepted the Outlet and that such Outlet is in good working condition, unless Subscriber serves Service Provider written notice within five (5) days from installation thereof specifying any defect in the Outlet.

All accessories supplied by Service Provider together with the Outlet, namely the satellite dish, LNB (low noise block), connectors, remote control, cable (collectively, the "Accessories") shall be owned by Subscriber upon delivery thereof. Title and risk to the Accessories shall be transferred to the Subscriber upon delivery. Service Provider makes no warranty on the Accessories' merchantability or fitness for a particular purpose.

Subscriber Initiated Disconnection. In cases where Subscriber voluntarily requests for disconnection of the Service, Subscriber shall provide written notice to Service Provider at least thirty (30) days prior to the intended date of disconnection. Service and monthly charges shall continue to apply until Service Provider has received the written notice of disconnection and made a effective. Voluntary termination shall not relieve the Subscriber of his obligation to pay Service Provider of fees and charges accrued or payable prior to the effective date of disconnection.

Service Interruption or Signal Interference. The fees due to Service Provider shall continue to accrue without deductions even in case of service interruption except where such interruption is through no fault of the Subscriber. Service Provider does not warrant that an uninterrupted signal and/or reception will be available to Subscriber at all times. Subscriber shall hold Service Provider free and harmless from any and all liabilities as a result of such interruption of signal and/or under reception. However, Service Provider will exert its best efforts to deliver a continuous and clear signal to Subscriber in accordance with applicable technical standards required by the National Telecommunications Commission.

Intellectual Property. Subscriber hereby undertakes to uphold the intellectual property rights and interests of Service Provider and third parties and hereby commit to refrain from any act of trademark infringement, trademark dilution, trademark counterfeiting or otherwise reproducing in any manner, form, and for any purpose whatsoever, the programs, trademarks, logos, copyrights and services received by and paid for by Subscriber under and by the terms of this Agreement without prejudice to the right of Service Provider to recover damages and/or to file the necessary criminal action against violators. Subscriber shall indemnify and hold Service Provider free and harmless from any and all claims, losses, damages, costs or expenses incurred by reason of Subscriber's infringement of any intellectual property rights under this Section.

Restriction on Viewership. The Service is provided for private viewing in Subscriber's private home indicated in the installation address on the reverse side of this Agreement. Subscriber agrees that the Services will not be viewed in areas open to the public, commercial establishments or other residential locations. Services shall not be used for business, commercial or industrial purposes. Services may not be re-broadcast or performed, and admission may not be charged for viewing any Services. Subscriber shall hold Service Provider free and harmless from any and all liability arising from a violation of this condition. Further, the Services are provided to Subscriber under and by the terms of this Agreement without prejudice to the right of Service Provider to disconnect the Services and, in addition to all other applicable fees, Subscriber shall indemnify and hold Service Provider free and harmless from any and all claims, losses, damages, costs or expenses incurred by reason of Subscriber's infringement of any intellectual property rights under this Section.

Subscriber undertakes to use the Outlet solely and strictly in connection with the Service and shall take utmost care of the same with the diligence of a good father of a family.

The Outlet shall be installed in a particular location and television set in the Installation Address and shall not be moved or removed there from without the prior written consent of Service Provider. Subscriber shall not remove the SMARTCARD in the Outlet without the prior written consent of the Service Provider. Service Provider shall remain the owner of the Outlet and the Subscriber shall not sell, assign, sublease, mortgage, charge, encumber or otherwise part possession or dispose of the Outlet and shall at all times be responsible therefor. Nothing herein shall confer or be deemed to confer ownership of the Outlet to the Subscriber.

Subscriber shall be responsible for any loss or damage to the Outlet while in the Subscriber's possession or custody, except those arising from normal wear and tear. If the Outlet is damaged while in the possession of or custody of the Subscriber, Subscriber shall immediately notify Service Provider and deliver the damaged Outlet to Service Provider or its authorized personnel for testing and repair. Subscriber shall not allow any third party to access and/or repair the Outlet. The cost of the repair shall be charged to the Subscriber ("Repair Charges"). Service Provider shall replace the Outlet if it finds it defective, malfunctioning or damaged as a result of manufacturer flaws. The Outlet shall not be replaced if such defect, malfunction or damage is found to be due to improper use, abuse, faulty handling, accident, neglect, lightning, electrical current fluctuations, tampering, repair by unauthorized technician, improper parts replacement, force majeure, fortuitous event and other circumstances beyond the reasonable control of Service Provider or such acts as may be attributable to the fault or negligence of Subscriber. In such cases replacement shall be provided upon payment of the applicable costs and charges by the Subscriber. Service Provider shall not be responsible for any damages to Subscriber's television or other appliances and devices and other property as well as signal or system problems that may arise due to the instances mentioned in this clause. Service Provider shall have no obligation to replace the Outlet while the same is being repaired.

In case of loss of the Outlet (or damage of the Outlet caused by the Subscriber), Subscriber shall pay Service Provider the cost of the Outlet based on Service Provider's current retail sale pricing ("Unreturned Outlet Fee") in addition to the forfeiture of Outlet Fee, if any. Service Provider shall have no obligation to replace the lost Outlet and reserves the right to charge the Subscriber the Unreturned Outlet Fee before a replacement outlet is issued. The Subscriber shall inform Service Provider within forty-eight (48) hours from such loss and furnish Service Provider with copies of police report, affidavit of loss and/or such other documents as may be required by Service Provider.

Subscriber agrees to allow duly authorized personnel of Service Provider access to its premises for installation and maintenance purposes, as well as recovery of the Outlet upon termination of this Outlet Agreement.

In no event shall Service Provider be liable for any loss of profits, loss of use, or indirect, special, incidental or consequential damages of any kind, in connection with or arising out of or in any manner connected with this Agreement.

AUTOMATIC DEBIT AGREEMENT TERMS AND CONDITIONS

For purposes of this Automatic Debit Agreement, the words "I", "my", "me" shall refer to the subscriber. "Issuing Bank" refers to a bank or financial institution who issued the credit card. "Acquiring Bank" refers to a bank or financial institution that processes credit payments on behalf of a merchant. "Merchant" refers to CIGNAL TV, INC.

Enrollment to the Automatic Debit Agreement ("ADA") shall take effect upon approval of the issuing bank or acquiring bank and CIGNAL TV, INC.

The Auto Charge Arrangement shall apply only for the Cignal Digital TV account/s listed in this enrollment form.

Upon the approval of my enrollment to the ADA, I hereby authorize CIGNAL TV, INC. to automatically charge my total Cignal TV postpaid subscription account balances as indicated in my Cignal TV's statement of account to my enrolled credit card, on a monthly basis.

The Automatic Debit Arrangement (ADA) shall take effect only upon approval of my ADA enrollment, and shall apply to the CIGNAL TV, INC., charges indicated in the following month's Statement of Account (SOA).

The issuing bank or acquiring bank has the absolute authority to decline, reject or cancel any enrollment on grounds such as, but not limited to the following: no available credit limit, overdue balance, suspended or past due status or upon Cardholder's cancellation of his/her enrollment. In such cases, the Cardholder will not hold CIGNAL TV, INC. liable in any event whatsoever for any damage, loss or liability that the Cardholder might suffer directly or indirectly by reason of such decline, rejection or cancellation.

In the event that the credit card billing charge submitted by CIGNAL TV, INC. to the issuing bank or acquiring bank is rejected or declined for any reason of whatsoever, I shall immediately settle my outstanding balance directly with CIGNAL TV, INC. through CIGNAL TV, INC.'s authorized payment centers, without need for further demand or notice from CIGNAL TV, INC.

In case of changes in my credit card number and other credit card details brought about by changes, such as, but not limited to lost credit card, upgrade and/or card renewal, I shall be required to immediately submit a new ADA Enrollment Form indicating these changes.

I undertake to advise CIGNAL TV, INC. of the new expiry date of my enrolled credit card at least 30 days before the actual expiry date, in writing or through a phone call to CIGNAL TV, INC.'s Customer Service (at 022446251 (Metro Manila) or 1-800-10-2446251 (outside Metro Manila) or Email: care@cignal.tv. I shall not hold CIGNAL TV, INC. for the inconvenience or delay of my payments should the credit card company decline the transaction due to my expired credit card.

I understand that at any time, CIGNAL TV, INC. may initiate cancellation of my enrollment to ADA, for any reason whatsoever. In case of such cancellation, I shall pay the bills directly through CIGNAL TV, INC.'s authorized payment centers. Any amount due prior to the effective date of such cancellation are still valid and may still be submitted by CIGNAL TV, INC. to the issuing bank or acquiring bank for approval.

Service Provider further disclaims and shall not assume any liability for any suits, actions and/or claims arising from any interruption or impairment of service or damage to property of Subscriber or third persons and injury to persons or pets that may be caused by lightning, typhoons, earthquake or natural calamities, accident, force majeure, fortuitous events, circumstances beyond the control of the Service Provider arising from or in connection with the use by the Subscriber of the Outlet or the Accessories. Notwithstanding anything contained herein to the contrary, any liability of Service Provider in connection with or arising from this Outlet Agreement shall be limited to an amount equal to one (1) month's Outlet Fee.

The Subscriber, hereby, undertakes to uphold the property rights and interest of Service Provider and/or its content providers and hereby agrees not to tape, record duplicate or otherwise reproduce, in any manner and form whatsoever and for any purposes, the programs, trademarks/logos, copyrights and services received by and passed to him and by reason of this Outlet Agreement. Subscriber further undertakes not to use the Outlet to perform the Prohibited Acts provided for in the Agreement. A breach of this provision shall result in the termination of this Outlet Agreement and the Agreement without prejudice to Service Provider's rights to recover damages and to file criminal action.

The Outlet under this Agreement shall be used exclusively for household or personal viewing in Subscriber's private home indicated in the Installation Address and shall never be used for business, commercial or industrial purposes. The Outlet shall not be installed or used to allow viewing of the Services in areas open to the public. The Subscriber shall hold Service Provider free and harmless from any and all liability that may arise from a violation of this provision.

Service Provider shall have the right to assign any and all rights, obligations to and under this Agreement to any third party without need of consent of the Subscriber. Subscriber shall not assign any and all rights, obligations to and under this Agreement.

Service Provider reserves the right to adjust, modify, amend or supplement these terms and conditions as the Service may require. Service Provider will advise the Subscriber of any changes by sending him a notice setting out such changes.

The failure by Service Provider to insist upon the strict performance by Subscriber of any of the Subscriber's obligations or provisions under this Outlet Agreement shall not be construed as a waiver of such obligation or provision, the same to continue to be in force and effect. The terms and conditions of this Outlet Agreement are severable and in the event any provision herein shall be held to be void, invalid or unenforceable, the other provisions shall not be affected and shall continue to be applicable and in force and effect.