

RATE AGREEMENT

BETWEEN

HO TIEN COMPANY LIMITED

Tax code: 4200 619 637

Address: Pham Van Dong, Nha Trang, Vietnam

Representative: Mr. Vu Van Toan | Position: General Director

Tel: 84 258 355 3333 | Fax: 84 258 730 6666

Email: reservations@amianaresort.com | Website: www.amianaresort.com

AND

Convergent International Travel Development Co. , Ltd

Address: Room 909, 638 Huangpuadadao West, Tianhe District Guangzhou, Canton, China

Contact: Mr. Chris Wang | Position: Product & Contracting Director - Vietnam

Tel: +84 58 352 8686 | Fax: +84 58 352 8688

Email: chris.wang@huizhi-intl.com

As of today November 21, 2018 HO TIEN COMPANY LIMITED (Amiana Resort Nha Trang) (herein after referred to as ‘Party A’) and Convergent International Travel Development Co. , Ltd (herein after referred to as “Party B”) enter this legally binding agreement mutually. Party A is pleased to offer the special rate subject to terms and conditions detailed hereunder:

1. Validity: 01 November 2018 – 31 December 2019

2. Room Rates: Rates are valid for all markets.

| Room Type | Room size | Number of Bedroom each Type | Number of Unit each Type | Standard Occupants ^(a) | Year-round ^(b) | Peak Season ^(c) |
|-----------------------------------|--------------------|-----------------------------|--------------------------|-----------------------------------|---------------------------|----------------------------|
| Deluxe Room | 65 m ² | 1 | 70 | 2 Adults | 200 | 260 |
| Ocean Deluxe Room | 70 m ² | 1 | 35 | 2 Adults | 240 | 310 |
| Ocean Villa | 80 m ² | 1 | 21 | 2 Adults | 290 | 380 |
| Ocean Pool Villa | 100 m ² | 1 | 2 | 2 Adults | 440 | 570 |
| Family Villa – Garden View | 120 m ² | 2 | 12 | 4 Adults | 440 | 570 |
| Family Villa – Ocean View | 120 m ² | 2 | 4 | 4 Adults | 530 | 625 |
| Ocean Pool Villa | 450 m ² | 3 | 6 | 6 Adults | 910 | 1,140 |

^(a) Standard Occupants: Number of adult staying without extra bed

^(b) Year-round: Exclusive of Peak season

^(c) Peak season calendar: 23 December 2018 – 10 January 2019

02 February 2019 – 10 February 2019

23 December 2019 – 10 January 2020

Maximum extra person occupancy:

Room categories with 1 or 2 bedrooms:

- 02 children under 6 years old sharing existing bed with parents, no charge applied
- 01 child from 6 to under 12 years old sharing existing bed with parents, breakfast surcharge at USD12.5/child is applied
- 01 child from 12 years old and up or adult stay with 01 extra bed.

Room categories with 3 bedrooms:

- 02 children under 6 years old sharing existing bed with parents, no charge applied
- 02 children from 6 to under 12 years old sharing existing bed with parents, breakfast surcharge at USD12.5/child is applied
- 01 child from 12 years old and up or adult stay with 01 extra bed.

Extra Bed surcharge:

- Adult or children from 12 years old and up: USD50/bed/night, including breakfast.
- Children under 12 years old: USD40/bed/night, including breakfast.

Child policy:

- Children under 6 years old will be having free breakfast.
- Children aged 12 and above will be considered as adults.

Notes

- All rates quoted in US Dollar, per room, per night, for standard occupancy and are nett, non-commissionable.
- The above rates are inclusive of 5% service charge and 10% government tax currently in effect in Vietnam. Party A reserves the right to adjust the tax within the contract period in the event of tax alterations and service charge amendments made by the Government.
- F.I.T rates are valid for individual bookings of maximum 9 rooms.
- Bookings with above 10 paid rooms is considered Group bookings. Rates for group bookings, tour series, M.I.C.E will be negotiated on separated agreements upon request.
- Meal inclusions: Daily breakfast.
- Complimentary 01 bottle of water per adult per day.
- The above rates are not to be offered, distributed or resold directly on the internet or website.
- The above rates can only be offered as a part of a package along with other services. No above-mentioned rates can be published or presented to a third party independently.

SPECIAL OFFERS

a) Long stay promotion

- Stay consecutive 3 nights: 20% off on contracted room rate (Not applicable for Peak Season)
- Stay consecutive 4 nights: pay 3 nights (Not applicable for Peak Season)
- Stay consecutive 7 nights: pay 5 nights

Extra benefit for 7 night stay:

One complimentary dinner with one round of drink (soft drink or beer) for every full paying guest

b) Honeymoon offers

- Standard offer: Honeymoon cake ; red rose petal on the bed on arrival.
- Upgrade to higher category (subject to availability prior to arrival 01 day)
- Additional benefits for a minimum 4 night stay: Complimentary bottle of sparkling wine in room

c) Early bird offer (Non cancellation, non refundable, non amendment)

- Book and pay 30 days before arrival date year-round (exclude Peak season): discount 10% on contracted room rate.

- Book and pay 45 days before arrival date in peak season: discount 10% on contracted room rate.

d) Special offer for Ocean Pool Villa 3 Bedroom (Not applicable for Peak season)

- One complimentary dinner with one round of drink (soft drink or beer) for every full paid guest

e) Special offer for Australia and Asian Market (Not applicable for Peak season)

- Stay consecutive 3 nights: one complimentary dinner with one round of drink (soft drink or beer) for every full paid guest

Terms and Conditions:

- Above offers are applicable for extra person
- Above offers can be combined with each others
- Bonus night are cumulative

3. Meal Rates

| | Adult | Child (from 6 to under 12 years old) |
|--|------------------|---|
| Half-board (Lunch or Dinner) | USD30/person/day | USD15/person/day |
| Full-board (Lunch and Dinner) | USD55/person/day | USD27/person/day |
| Compulsory Christmas Eve dinner on December 24 | USD90/person | USD45/person |
| Compulsory New Year Eve dinner on December 31 | USD140/person | USD70/person |

- Children from 6 to under 12 years old will have 1 main course, 1 dessert & 1 soft drink/ fresh juice from Kid menu.
- **Children under 6 years old:**
Half-board, Full-board
 - Free 1 Congee or Soup from kid menu
 - Limit to 2 children per room
 - Additional children are charged as kid menuChristmas and New Year Eve dinner: Complimentary

4. Transfer rate

| Destination | Type of car | Rate |
|---|------------------------------|--------|
| Airport transfer per way (Cam Ranh - Amiana or Amiana - Cam Ranh) | Mercedes/BMW | USD76 |
| | Camry 2014-2015 | USD64 |
| | 7 seats (Multivan, Fortuner) | USD40 |
| | 16 seats (Ford) | USD51 |
| | 29 seats (Samco) | USD82 |
| | 45 seats | USD113 |
| Shuttle bus/pax From 3 to 5 pax: 20% discount is applied | | USD20 |

• Note:

Cancellation of transfers is made at least 24 hours prior to the flight departure time. If not, the full cost of the transfer will be charged.

Other private airport transfers will be quoted upon request and subject to availability.

Transfer service rates is non commissionable

5. Check-in /Check-out:

- Standard Check-in time: from 2:00 p.m.
- Standard Check-out time: at 12:00 noon.

Early check-in or late check-out must be received in advance and subject to room availability and will be charged as below:

- Early check in before 2:00 PM: charged 50% of daily contract rate
- Early check in before 6:00 AM: charged 100% of daily contract rate.
- Late check-out to 6:00 PM : charged 50% of daily contract rate
- Late check out after 6:00 PM: charged 100% full night contract rate.

6. Minimum length of stay

- A minimum of 3-night stay is required for all reservations during Peak season.

7. Distribution of this contract:

- Contract rates are valid for bundled, packaged or brochure international leisure business only. Contract rates are only valid for bona fide Tour Operators.
- Contract rates cannot be offered by Party B directly to the consumer via the internet, or by any other internet channels, through owned, affiliated or subsidiary companies, without prior written approval from Party A.

8. Payment:

- Once the credit facility is approved, Party B is required to settle the credit to Party A in accordance with the approved credit facility.
- Party A reserves the right to refuse any new bookings on a credit basis until all outstanding accounts are settled. Invoices unpaid after the credit period will attract interest at 0.05 %/ day.
- If credit facilities have not been established, total pre-payment covering all agreed services is due prior to arrival date as detailed hereunder.

Pre-payment:

| Period | Amount | Payment due date |
|-------------|--------------|-------------------------------|
| Year-round | 100% of stay | 21 days prior to arrival date |
| Peak season | 100% of stay | 45 days prior to arrival date |

9. Cancellations

All cancellation must be made in writing and receipt must also be acknowledged in writing for cancellation to be considered confirmed and definite. Proof of cancellation must be presented in the form of acknowledgement letter if question arises regarding cancellation validity.

• Cancellation charges for accommodation

| Period | Cancellation period | Cancellation Charges |
|-------------|---|--------------------------------------|
| Year-round | 14 to 21 days prior to arrival date | 50% charge for all room(s) reserved |
| | Less than 14 days prior to arrival date | 100% charge for all room(s) reserved |
| Peak season | Less than 45 days prior to arrival date | 100% charge for all room(s) reserved |

Thereafter, any cancelled individual booking (wash-down, no-show, or shortened stay) is subject to a full cancellation fee equal to the total room revenue of each cancelled room night.

Reservations cannot have a departure date of December 31, 2018 & December 31, 2019

10. Resort Credit Policy:

- If Party B requires the credit facilities, Party B complete the Credit Application Form of Party A. The Credit Application Form is a part of this contract.
- Party A reserves the right to demand Party B to settle the full payment for all outstanding accounts if Party B violates the payment terms as per contract. In case the outstanding accounts are not settled to Party A as requested, Party A reserves the right to terminate the Credit Facilities and to request Party A to settle the payment of all new bookings.
- In case the total value of bookings exceeds the credit amount and the credit period, the pre-payment policy is to be applied.

11. Bank Details for Pre-Payment

Full payment for deposit must be received by Party A by Bank Draft, Money Order or Telegraphic Transfer. Party A reserves its absolute right to release all rooms not so guaranteed by pre-payment within the time limit stated unless, separate written arrangements have been agreed between Party A and Party B. All Bank charges will be borne by Party B.

Full payment can be sent by Telegraphic Transfer to our bank as follows:

Account name: HO TIEN CO.,LTD

Account number:

(USD) 112 000 201 752

(VND) 114 000 103 821

Swift Code: ICBVNVX580

Bank name: Vietin Bank – Khanh Hoa Branch

Bank address: 04 Hoang Hoa Tham, Nha Trang City, Khanh Hoa Province, Vietnam

12. Reservations procedure

- All reservations must be made in writing to the reservations department via email or fax.
Email: reservations@amianaresort.com
Tel : 84 (258) 355 3333
Fax: 84 (258) 730 6666
- Reservations will not be accepted by telephone. All bookings, amendments or cancellations must be informed to the reservations department of Party B via email or fax.

13. Invoice discrepancies

Party A is responsible to issue the invoices within 7 working days from the departure date. If Party B fails to notify to Party A of any discrepancies of their invoice within 7 working days from the date of receiving the invoice of Party A, Party B automatically accepts the invoice and there shall be no basis for any future negotiation.

14. Termination

- This agreement may be terminated by Party A immediately in the event of any breach by Party B not remedied confidentiality to the satisfaction of Party A within 30 days or shorter from the date of notice from Party A.
- Upon termination of this Agreement, Party B's credit arrangements (if any) shall automatically cease and all amounts due or owing by Party B to Party A under this Agreement shall be immediately due and payable. Party A shall be entitled to levy a late payment charge on any outstanding and overdue sum at the rate of 0.05 %/ day from the due date until the date on which full payment is made.
- Any termination of this agreement shall not prejudice any of the parties' rights or obligations that have accrued prior to termination.
- Transfer of rights: Party B may not assign or transfer any of its rights and obligations under this agreement to any third party.
- Any packages, promotions or rates not mentioned in this contract will be consent to Party A from time to time and is considered as the annex of this contract and to be honored by both parties and based on all above terms & conditions.
- Party A will review the execution of this contract every three (03) months and Party A reserved the rights to terminate this contract at anytime with three (03) months prior notice.

ADENDUM: Terms & Conditions

- If the rates are to be published or promoted by the business partner to potential clients, a minimum twenty five percent (25%) mark-up must be applied on the rates and the rates where applicable must be packaged with air transportation and other value added arrangements so that the rates are not revealed to the public.
- The business partner may not sell or resell on these rates to any third party who used the internet as a medium or advertising/ distribution without the express prior written consent of Party A
- If the business partner breaches the obligations above, Party A reserves the right at its option to either withdraw the rates or terminate this agreement without notice.
- The above rates shall not apply to availability sourced and reservations made through Party A's website.
- Rates quoted are NOT applicable to individual commercial business travelers and corporate accounts.
- All information & rates offered in this agreement are strictly confidential & may not be disclosed to third parties for whatsoever reason or purpose.

Please address correspondence relating to this contract to:

Ms. Đồng Thị Thảo Khuyên – Sales Admin - Amiana Nha Trang Resort

Tel: +84 258 355 3333 | Email:sales@amianaresort.com

This contract is agreed and signed by the two parties including Ho Tien Company Limited and Party B. Each party shall keep one copy which holds equally legal value.

Upon acceptance, please return 2 signed copies to us within 30 days of the issue date of this contract; if not, the contract is considered void.

For and on behalf of Party A

Ho Tien Company Limited



Mr. Vu Van Toan

General Director

Date:

For and on behalf of Party B

Convergent International Travel Development Co., Ltd

Mr. Chris Wang

Product & Contracting Director - Vietnam

Date: 21 November, 2018

