

Individual Leisure Contract

BY AND BETWEEN THE UNDERSIGNED

ibis Styles Bangkok Sukhumvit Phra Khanong located at 1122 Sukhumvit Road Phra Khanong Khlong Toei 10110 Bangkok Thailand

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AND

CIT (Thailand) Co., Ltd a Travel Agent, whose registered office is located at 103 Onnut, Section 9, Suan Luang Sub-District, Suan Luang District, Bangkok 10250
Telephone: +66 62 649 1775

Preamble

The parties have decided to enter into this contract (the "Agreement") enabling the Operator to market accommodation at the Hotel to Individual Leisure Customers.

The parties have therefore defined applicable specific conditions and general conditions which collectively form an indivisible whole.

Specific Conditions

The parties specify below the specific terms and conditions applicable to this Agreement (the "Specific Conditions"): Nil

Subject to the terms of this Agreement, this Agreement will be valid

September 18, 2019 – March 31, 2020 and shall only be extended by a written variation of this Agreement signed by both parties.

Policy concerning accommodation for children

The Hotel offers a policy concerning the accommodation of children, which is specified in the Hotel Rate Agreement. The Operator acknowledges such policies and agrees to comply with this policy.

The general conditions set out in Appendix 1 hereof (the "General Conditions") form an integral part of this Agreement
On behalf of: Received and accepted on behalf of:

ibis Styles Bangkok Sukhumvit Phra Khanong

PK
18/09

Name : Pataraseth Pokinbenjarasamee (Mr)

Title : General Manager

Date:

CIT (Thailand) Co., Ltd

Name : Sharon Yang (Ms)

Title : Senior Overseas Hotel Contacting Manager

Date:




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Feel Welcome
Appendix 1
General Conditions

Article 1 - Sale of Accommodation

The Operator proposes to market accommodation services of the Hotel in the form of packages as described in the Hotel Rate Agreement.

For the avoidance of doubt, the Contract Rate of the Hotel does NOT apply to accommodation only (non-packaged) sales via online consumer channels including, but not limited to, the Operator's own, affiliate, partner or onward distributor's websites. The Operator undertakes to enforce this provision.

All Contract Rates are net and non-commissionable. All Taxes and service charges are included in the Contract Rate.

The Contract Rate will be billed to the Operator by the Hotel in accordance with the invoice referred to in Article 6.1 of this Agreement.

Notwithstanding the foregoing, the parties acknowledge that in certain countries, cities or regions, regulations may stipulate taxes and charges payable directly by the Individual Leisure Customer, such as a visitor tax. In such cases, the said taxes and charges are excluded from the aforementioned Contract Rates and will be directly paid to the Hotel by the Individual Leisure Customer. The parties further acknowledge that Taxes depend on the location of the Hotel and are subject to change. Should the applicable Taxes included in the Contract Rate increase or decrease during the term of this Agreement, the Contract Rate shall be adjusted accordingly. The rate of the Taxes applied shall be the rate of the Taxes in force on the date the invoice referred to in Article 6.1 is issued.

The Contract Rate is valid for individual leisure travel (FIT) only; group, meetings, incentives, conventions, exhibitions or other requirements are available, upon request, directly from the applicable Hotel.

The Contract Rates are not valid until an original copy of this Agreement, as executed by the Operator, has been received by the Hotel.

The Contract Rates are only applicable for guests staying on the Operator's account and against a voucher issued by the Operator in accordance with Article 4 hereof. Should guests extend their stay on their own account the Hotel's best available published rate shall apply, subject to room availability, to their extended stay.

The Operator undertakes to comply, and ensure compliance by its intermediaries, with all of the terms and conditions of this Agreement.

Subject to any earlier termination of this Agreement, the Contract Rates are guaranteed for the term of this Agreement and valid for stays falling within the term of this Agreement. For the avoidance of doubt, the Hotel shall honour any reservations made by the Operator in accordance with this Agreement prior to its termination.

Article 2 – Distribution of Contract Rates

2.1. The Client acknowledges and agrees that these Contract's rates applicable to this Contract are offered by the Hotels in consideration of the Client's undertaking that the accommodation services will be sold on a packaged basis, notably via online distribution channels including, but not limited to, the Client's own, affiliates, partners or onward websites.

The rates offered in this Contract may only be distributed:

- (i) through the Client's offline channels (such as printed brochures, fliers, leaflets, physical shop fronts, travel expositions etc.);
- (ii) through the Client BtoC websites, provided that the rates are included in a Package reflecting the Client brochure;
- (iii) through Onward Distributors whose the Client provides the rates to sell to the Guest , provided that when selling to the Guest, the rates are included in a Package; and
- (iv) through Onward Distributors whose the Client provides the rates to sell BtoB through offline or online channels accessible only to travel trade professionals (and not the Guest), and where those travel trade professionals sell to the Guests provided that when selling to the Guest, the rates are included in a Package.

For the purpose of the Contract, "Package" is defined as accommodation and breakfast coupled with at least one additional service whose value represents more than 30% of the rate.





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The Client agrees not to howsoever disclose, either directly or indirectly, ~~with~~ ^{other} Contract's rates with third parties other than its Onward Distributors, where relevant.

It is the Client's responsibility to comply with this clause, and to have it complied with by its Onward Distributors. The Client shall ensure that each distributor is aware of these rules, the consequences of non-compliance and agrees to abide by the rules of this clause.

If it is found that this Contract's rates are distributed in violation thereof, the Client shall, upon its own determination or upon notice from ACCORHOTELS or the Participating Hotel, immediately remedy the issue. Where relevant, the Client shall request its Onward Distributor to remedy the issue with immediate effect and, if not remedied within 72 hours, the Client shall discontinue access to the rates to this Onward Distributor until the issue is resolved. Should Onward Distributors violate the rules of this Contract on more than three (3) separate occasions, despite having previously remedied such violations, ACCORHOTELS or the Hotel(s) shall have the right to request to be permanently excluded from such Onward Distributor and the Client shall enforce such exclusion.

ACCORHOTELS will be entitled to suspend or terminate the Contract in its entirety or with regards to the Hotels only, with immediate effect and without any recourse to court, without prejudice to any other legal action or claim for damages, in case of non-respect of any of the above provisions.

Moreover, (i) if a Hotel, by the application of ACCORHOTELS best rates guarantee offer (or any similar offer), must pay an amount to a guest having booked accommodation services on accorhotels.com and claiming that he/she would have paid a lower rate for the same accommodation services on a third party's website; and (ii) if these accommodation services offered by the third party's website correspond to some accommodation services provided by the Hotel to the Client, then the Client shall pay to the Hotel some penalties which amount shall be equal to the amount paid by the Hotel to that guest.

This amount shall be paid to the Hotel by the Client upon Hotel's invoicing or credit note.

ACCOR retains the right to actively shop and book its hotels on multiple distribution channels to ensure client Onward Distribution responsibilities are being followed.

If a Hotel is found to be distributed without adherence to the Onward Distribution requirements, the Client shall, upon its own determination or upon notice from ACCORHOTELS or the Participating Hotel, immediately remedy the issue. Where relevant, the Client shall request its Onward Distributor to remedy the issue with immediate effect and, if not remedied within 72 hours, the Client shall discontinue access to the rates to this Onward Distributor until the issue is resolved. Should Onward Distributors violate the rules of this Contract on more than three (3) separate occasions, despite having previously remedied such violations, ACCORHOTELS or the Hotel(s) shall have the right to request to be permanently excluded from such Onward Distributor and the Client shall enforce such exclusion.

If during the shopping process a reservation is made and the Hotel is found to be distributed without adherence to the Onward Distribution requirements, the Client shall reimburse to the Hotel the amount equal to the amount paid by the Hotel to reserve the room.

ACCORHOTELS will be entitled to suspend or terminate the Contract in its entirety or with regards to the Hotels only, with immediate effect and without any recourse to court, without prejudice to any other legal action or claim for damages, in case of non-respect of any of the above provisions
ACCOR retains the right to actively shop and book its hotels on multiple distribution channels to ensure client Onward Distribution responsibilities are being followed.

If a Hotel is found to be distributed without adherence to the Onward Distribution requirements, the Client shall, upon its own determination or upon notice from ACCOR or the Participating Hotel, immediately remedy the issue. Where relevant, the Client shall request its Onward Distributor to remedy the issue with immediate effect and, if not remedied within 72 hours, the Client shall discontinue access to the rates to this Onward Distributor until the issue is resolved. Should the same Onward Distributor violate the rules of this Contract on more than three (3) separate occasions, despite having previously remedied such violations, ACCOR or the Hotel(s) shall have the right to request to be permanently excluded from such Onward Distributor and the Client shall enforce such exclusion.

If during the shopping process a reservation is made and the Hotel is found to be distributed without adherence to the Onward Distribution requirements, the Client shall reimburse to the Hotel the amount equal to the amount paid by the Hotel to reserve the room.

ACCOR will be entitled to suspend or terminate the Contract in its entirety or with regards to the Hotels only, with immediate effect and without any recourse to court, without prejudice to any other legal action or claim for damages, in case of non-respect of any of the above provisions

2.2. The Client is not authorized to market directly or indirectly through third parties the accommodation services in the form of promotional offers like private sales, flash sales, etc., whether they are packaged or not and whatever the rates are (public or negotiated) without prior written consent from ACCOR.

2.3. The Client has understood and accepted that the rates outlined in this Contract apply to leisure stays only. In case the Guest stays for any other reason, the Hotel reserves the right to invoice to the Client the standard public rate as published in the Hotel on the date of the stay. It is the Client's responsibility to enforce this clause to Guests and Onward Distributors, where relevant.



Article 3 – Marketing material inclusion

When the Hotel is included in any of the Operator's marketing material, the Operator must furnish a copy of such marketing material to the Hotel or the concerned Hotel(s) for approval prior to printing (which approval may be withheld in the absolute discretion of the Hotel). This is an essential obligation under this Agreement.

Hotel takes no responsibility for any information included in the marketing material provided by Operator and Hotel's prior approval does not amount to any representation or warranty as to the correctness of the information.

Article 4 – Vouchers

The Operator shall issue to its Individual Leisure Customers vouchers corresponding to the nights booked in the Hotel. These vouchers must strictly specify: the name of the Operator, the number of guests, their names, the number of rooms, the guests' arrival date, their departure date, the number of nights booked, the name of the Hotel and the types of services covered. Vouchers must be presented at the Hotel reception desk by the Individual Leisure Customer upon arrival. Failure to do so will result in the Individual Leisure Customer being charged for the full amount of the Hotel service at the best available rate posted in the Hotel and being required to pay the full amount of this bill prior to departure.

On or before the date of this Agreement, the Operator shall submit to the Hotel for prior approval (which can be given or withheld at Hotel's absolute discretion), a specimen voucher that must be used for all accommodation booked under this Agreement.

The Operator shall ensure that the Individual Leisure Customers are fully informed of all the present provisions that are applicable to them (conditions on use of the vouchers, possibility of guarantee of reservation by the Individual Leisure Customer, promotion, etc.). The Operator remains solely responsible for the proper provision of information to its Individual Leisure Customers.

Article 5 – Reservations

5.1 *Making bookings*

The Operator must make a request for any bookings at the Hotel in writing directly with the Hotel prior to the Individual Leisure Customers arrival date. Requests for bookings are compulsory and must mention this Agreement in order for the Contract Rate to be applied.

Reservations should not be considered as confirmed until the Operator receives confirmation in writing from the Hotel.

Telephone availability checks are not considered as a commitment for the reservation. The Hotel is not required to provide verbal confirmation of availability.

5.2 *Cancellation*

Please refer to the Contract Rate Agreement.

5.3 *No-show*

Please refer to the Contract Rate Agreement.

5.4 *Day Use Rooms*

Day use rooms are charged at 50% of the Contract Rate for use between 11am to 6pm of the same day. Arrivals before 11am and departures after 6pm of the same day will incur the full Contract Rate. Operator must advise Hotel on making the reservation if the booking is for day use.

In the event the booking has been made for day use, but the Individual Leisure Customer has arrived before 11am or departed after 6pm, the Individual Leisure Customer must pay the full Contract Rate to the Hotel directly before departure. Operator must ensure that an Individual Leisure Customer requiring a day use room is aware of this provision.

5.5 *Allotments*

The number of allotments offered to the Operator for marketing to Individual Leisure Customers, if specified, is shown in the Contract Rate Agreement.



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Where the Operator has filled the allotment, additional bookings may be accepted by the Hotel, at the Contract Rate, subject to availability and written confirmation from the Hotel (and in the Hotel's absolute discretion as to whether the Contract Rate or some other rate will apply to additional bookings).

The Hotel expects that allotments should materialise at a rate of 75% or more. The Hotel reserves the right to review allotments on a quarterly basis, and reduce allotments in its discretion and on written notice to the Operator.

The Hotel automatically releases negotiated allotments on the release date specified in the Contract Rate Agreement. Reservations after the release date are on request basis only.

The Hotel reserves the right to cancel, in part or in whole, their allotments for any periods of time.

Article 6 – Payment Status

6.1 General

The Hotel shall review the status of payments made to the Hotel by the Operator in accordance with the Hotel's Payment Terms from time-to-time, the current form of which is attached as the Contract Rate Agreement.

The Hotel reserves the right to suspend or cancel this Agreement upon seven (7) days prior written notice to the Operator if the payment status of the Operator is not in strict compliance with the Payment Terms.

6.2 Provision of invoice

Except where the Operator has expressly advised the Hotel otherwise in writing, the Hotel shall send its respective invoice to the Operator at the Operator's address set out in Article 15 of this Agreement.

6.3 Payment in advance

If credit facilities have not been established with the Hotel in accordance with Article 6.2, the Operator shall make full prepayment for all bookings at least 10 days prior to the Individual Leisure Customer's expected date of arrival at the Hotel.

If the booking is confirmed less than 10 days prior to the Individual Leisure Customer's expected date of arrival at the Hotel, the Operator shall make full prepayment within [3 days] of receipt of the invoice, or such shorter time to ensure that Hotel has received full prepayment for all bookings before the Individual Leisure Customer arrives at the Hotel.

6.4 Credit Facilities

The Operator may apply for credit facilities with the Hotel. The Hotel is entitled to grant such credit facilities in its absolute discretion in accordance with the Hotel's Payment Terms. Where credit facilities are granted, the Hotel shall advise the Operator of the Hotel's required Payment Terms, which may include financial guarantees.

Where credit facilities have not been granted, the Hotel is not obliged to accept the Operator's vouchers and may require the Operator's customer to pay the Hotel directly at the Hotel's best available rate of the day.

6.5 Method of payment

Except where the Hotel has expressly advised the Operator otherwise in writing, payment must be made by way of bank transfer.

Article 7 – Change of Management

The parties agree that, during the term of this Agreement as a consequence of a transfer of the Hotel or change of brand name, the hotel name may change. In this case, the Hotel may inform the Operator in writing from time to time of any changes to a change of brand name or change of Hotel under this Agreement. Such variation will be effective from the date of the Hotel's written notice to Operator and does not need to be countersigned by the Operator.

Article 8 - Conditions relating to accommodation

8.1 Services other than accommodation

The cost of all services provided to the Individual Leisure Customer by the Hotel, other than accommodation, including, for example, telephone, laundry, mini bar, etc. and other additional services consumed and/or ordered at the Hotel, as well as





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any Taxes and service charges (except as otherwise stipulated in the Contract Rate), must be paid in full directly by the Individual Leisure Customer to the Hotel upon departure. Operator must ensure the Individual Leisure Customers are aware of this obligation before arriving at the Hotel.

8.2 ***Non-combination of offers and/or promotions***

The Contract Rates granted and the vouchers issued by the Operator cannot be combined with promotional offers other than those granted by the Operator for use at the Hotel.

8.3 ***Relocation***

In the case of an unanticipated circumstance or an event which prevents the normal operation of the Hotel, in particular natural disasters, unscheduled work in the Hotel, water damage, technical problems, etc., the Hotel may not have rooms available for the Individual Leisure Customer. In such circumstances, the Hotel reserves the right to accommodate Individual Leisure Customers in a nearby the Hotel of a similar standard at no additional price.

Article 9 - Liability

The Operator is liable for any claim, costs, expenses, damage (whether bodily, material, or financial) caused to the Hotel, Owner (including the operator or manager of the Hotel), Individual Leisure Customers or any third parties, arising out of or in any way connected with this Agreement or resulting from the failure of the Operator to perform any of its obligations under this Agreement or otherwise caused by any faulty act or omission of the Operator, its affiliates or the Individual Leisure Customers. As used herein, "affiliates" of the Operator shall include, inter alia, its officers, employees, agents, directors, consultants and subcontractors.

The Operator shall hold the Hotel, the Owner (including the operator or manager of the Hotel) and the Hotel and the Hotel Owners' respective affiliates, subsidiaries and employees harmless from and against any claim resulting from the failure of the Operator to perform any of its obligations under this Agreement or otherwise caused by any faulty act or omission of the Operator, its affiliates or Individual Leisure Customers.

Hotel shall not be liable for any consequential or indirect loss or loss of profits, business revenue, goodwill, expectation or anticipated income or savings incurred by Operator directly or indirectly as a result of any breach of this Agreement by Hotel or of the operation of any of the provisions of this Agreement.

Article 10 – Termination

10.1 ***Termination events***

(a) Notwithstanding any other provision of this Agreement, Hotel may terminate this Agreement at any time on 30 days prior written notice.

(b) If either of the parties fails or neglects to perform or observe any of its obligations under this Agreement (the "Defaulting Party") the other party (the "Non-defaulting Party") may issue a notice to the Defaulting Party calling upon the Defaulting Party to remedy the failure within [7 days]. If the Defaulting Party does not remedy the failure within [7 days], then the Non-Defaulting Party can terminate this Agreement by written notice to the Defaulting Party without prejudice to any rights of the parties arising prior to such termination and any rights of action or remedies of the Non-Defaulting Party in respect of the Defaulting Party's breach of this Agreement.

10.2 ***Effect of termination***

Upon termination of this Agreement, any amounts payable by the Operator pursuant to any Payment Terms shall immediately become due and payable, notwithstanding the existence of any credit facilities (if applicable).

Article 11 - Full Agreement

This Agreement cancels and replaces all correspondence previously exchanged between the parties. Subject to Article 7 and Article 15 of this Agreement, all amendments made subsequent to the execution of this Agreement must be included in a written document and countersigned and dated by each of the parties.

Article 12 - Governing law and disputes

This Agreement is governed by the laws of *Thailand*





Article 13 - Confidentiality and assignment

The Operator confirms and agrees that this Agreement is confidential between the Operator and the Hotel. The Operator shall not in any circumstances divulge or permit to be divulged the contents of this Agreement.

The Operator shall not assign or transfer all or any of its rights and obligations hereunder without the prior written consent of the Hotel.

The Hotel may assign or transfer all or any of its rights and obligations hereunder upon written notice to the Operator.

Article 14 – Social Responsibility

The Hotel, Owner and the Operator repudiate the commercial sexual exploitation of children.

Article 15 – Notices

A notice or other communication under this Agreement is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail.

Each party must promptly notify the other party in writing of any change in their respective addresses.

Article 16 – Counterparts

This Agreement may be executed in two (2) counterparts which together shall constitute one and the same agreement.

Article 17 – Survival

The provisions contained in Articles 9 and 10 of this Agreement shall survive the termination of this Agreement.

Article 18 – Third Party Beneficiary

Except as expressly provided under this Agreement, a person who is not party to this Agreement has no rights under any applicable legislation to enforce any of its terms.

Article 19 – Definitions

Allotments means a set number of rooms made available at agreed contract rates to the Operator, per contract and for a limited period for sale.

Contract Rate means the rate per room, per night in accordance with the specifications for the Hotel as described in the Contract Rate Agreement.

Individual Leisure Customers means individuals travelling solely for leisure purposes who have arranged for accommodation at the Hotel through Operator.

Taxes means value added taxes (VAT) and any other applicable government taxes, levies and charges (if any).

