

**WHOLESALE FIT RATE AGREEMENT
NOVEMBER 1, 2022 TO OCTOBER 31, 2023**

Between:

And:

Cong ty TNHH du lich Bai Dai
AVANI Quy Nhon Resort
Ghenh Rang, Bai Dai Beach
Quy Nhon City, Binh Dinh Province, Vietnam
Mr Pieter van der Hoeven / Regional General Manager Indochina
Tel: +84 (0)256 3840 132 Fax: +84 (0)256 3840 138
Email: quynhon@avanihotels.com

The following is a confirmation of our agreement listing terms and conditions, which are the basis of our cooperation.

RATES (BASED ON SINGLE / DOUBLE OCCUPANCY) AND SEASONALITY

Room type	NORMAL SEASON	PEAK SEASON
	1 Nov - 22 Dec 2022 3 Jan– 20 Jan 2023 29 Jan– 27 April 2023 3 May -31 Aug 2023 5 Sep -31 Oct 2023	23 Dec 2022 - 2 Jan 2023 21 Jan– 28 Jan 2023 28 April-02 May 2023 01-04 Sep 2023
Avani Deluxe Studio Room	3,984,000	4,680,000
Avani Junior Ocean Suite	5,760,000	6,480,000
Avani Family Studio	6,960,000	7,680,000

Room type	Size Sqm	Roll Away Bed	Max. Adults	Max. Children	Comments
Avani Deluxe Studio Room (29)	50	Yes	2	1	Or 3 adults
Avani Junior Ocean Suite (28)	58	Yes	2	2	Or 3 adults
Avani Family Studio (06)	75	Yes	2	2	Or 3 adults

The above rates are quoted in Vietnam Dong (VND), per room, per night, inclusive of breakfast buffet for two (2) people, incl. government tax and 5% service charge. Rates are non-commissionable. In the event of changes to government taxes (+/-), rates will be adjusted according to reflect any changes. Please note all rates committed to your Company are confidential and should not be published at any time or disclosed to a third party for any reason of purpose.

- Maximum one (1) extra bed per room
- The Hotel provides complimentary baby cots/cribs (subject to availability)

Extra Person with Extra Bed and Breakfast Charge

- Adult – 960,000 VND
- Child (6-11 years of age) – 600,000 VND

WHO CONTRACT OFFERS

DATES VALID	OFFER	DETAILS
All year round (except: Peak Season)	Early Bird Offer	<ul style="list-style-type: none"> ▪ Book 50 days before arrival and receive a 15% discount from the above room rates ▪ Early Bird Offer is applicable for 3rd person ▪ Early Bird Offer (II) is not applicable to meal plans ▪ Early Bird Offer (II) is not combinable with Bonus Night Offer ▪ Early Bird offer is combinable with honeymoon/anniversary offer.
All year round (except: Peak Season)	Long stay offer	<ul style="list-style-type: none"> ▪ Stay 3 nights get 10% discount from the above room rates ▪ Stay 4 nights get 15% discount from the above room rates ▪ Stay 5 nights and above get 20% discount from the above room rates ▪ Long Stay Offer is not combinable with Early Bird offer ▪ Long Stay Offer is not applicable to meal plans ▪ Long Stay Offer is applicable to extra person ▪ Long Stay Offer is combinable with honeymoon/anniversary offer
All year round	Honeymoon/Anniversary	<ul style="list-style-type: none"> ▪ Romantic in room set up ▪ Applicable only for honeymoon guests. Proof of marriage required (One year from date of marriage)

MEAL SUPPLEMENT

MEAL OPTIONS	PRICE PER ADULT
Half board (set lunch <u>or</u> dinner)	480,000
Full board (set lunch <u>and</u> dinner)	840,000

VALIDITY FOR APPLICABLE MARKET

- The above rates are valid for the **Worldwide Market**.

DURATION

The duration of this agreement is in effect from **November 1, 2022 to October 31, 2023**.

OTHER TERMS

- The rates quoted above are not applicable for Corporate Transient or Group Reservations.
- The rates noted above apply for Leisure FIT up to 5 rooms only.
- Room reservations and rates are subject to availability and confirmation unless allocations have been confirmed.
- Group rates for 6 rooms and above (6+) are available upon request and subject to space and rate availability.

- Kindly note that this contract supersedes all previous agreements for all or some of the same period.
- All prices are quoted in US Dollars (USD) and will be settled/invoiced in US Dollars (USD). All payments to be made in form of Bank Draft, Bank Notes, Money Order or Telegraphic Transfer

BOOKING PROCEDURE

The Wholesaler agrees to provide written orders for bookings including indication of payment method before Guests' arrivals. Published rates will be charged direct to the guest in absence of written confirmation from the Operator.

HOTEL RESERVATIONS OFFICE

TEL: +84 (0)256 3840 132
FAX: +84 (0)256 3840 138
Email: quynhon@avanihotels.com
Office hours: 08:00 hrs. - 17:00 hrs. (Monday-Sunday)

FREE SALE CONTRACT

All rooms are sold on free-sale basis, and subject to stop sale notice

TRADING TERMS

Application of contract rates for additional bookings over and above the contract room allocation where applicable will be at the Hotel's discretion, based on booking status and written confirmation by the Hotel prior to arrival. The Hotel reserves its right to charge additional bookings at published rates. Supplements or close out dates may be applicable during pre-determined periods, which will be advised prior to dates applicable.

Room rates are applicable to **Agent** 's visitors only.

Room rates are applicable on the Wholesaler's account only. Should the guest be paying on his/her own account, regular published rates will be applied. The aforesaid special contract rates are offered to Wholesaler expressly and solely for wholesale use and must be "bundled" with another travel component, such as car rental, air fare or tour package.

VOUCHERS

If the Hotel approves credit terms, the Wholesaler agrees to provide the Hotel with a sample voucher for FIT bookings for reference.

BROCHURES

The Wholesaler will feature the Hotel in its tour program (s) and brochure (s) as an upscale Hotel and include a photograph of the Hotel when appropriate. The Hotel will provide the Wholesaler with such pictures, descriptive text and Hotel logos to enable the Wholesaler to advertise to the market and sell accommodation as part of a package/Programme.

The Wholesaler must ensure that the information included by it or on its behalf in any brochure or marketing material is accurate and updated as may be appropriate from time to time and approved by The Hotel prior to publication and shall indemnify The Hotel and AVANI Hotels and Resorts Vietnam in respect of claims arising there from. The Wholesaler shall at its own expense provide the Hotel with the Package/Programme information and a copy of any brochure or marketing literature produced by it or on its behalf featuring The Hotel, as soon as it is available.

CANCELLATION

Whole year except Peak Season	CANCELLATION TERMS AND POLICIES
15 days or more prior to arrival	▪ No cancellation fee
8-14 days prior to arrival	▪ 50% of the full stay
0-7 days prior to arrival	▪ 100% of the full stay
NOTE: If reservation overlaps different seasons, the higher season cancellation terms and policies apply	

PEAK SEASON	CANCELLATION TERMS AND POLICIES
46 days or more prior to arrival	▪ No cancellation fee
31-45 days prior to arrival	▪ 50% of the full stay
0-30 days prior to arrival	▪ 100% of the full stay
NOTE: If reservation overlaps different seasons, the higher season cancellation terms and policies apply	

EARLY DEPARTURE

In the event a guest who has reserved a room checks-out prior to the guest’s reserved check-out date, the hotel will charge the entire stay and no refunds will be given.

NO SHOWS

Any room reservations confirmed and guaranteed by the agent and not claimed as per guarantee on the day of arrival will be charged in full with no refunds.

OVERBOOKING

The Hotel reserves the right to overbook, which may result in some guests being relocated. In this event, the Hotel will secure, and the client agrees to accept, alternative accommodation of at least an equal standard but is not liable to pay compensation to the Wholesaler or any individual Hotel guests.

CHECK-IN AND CHECK-OUT TIME

Check-in time is 14:00 hrs, an overnight rate will be charged to guarantee check-in before 14:00 hours. Check-out time is 12:00 noon on the day of departure. Late checkout is subject to availability on the day of check out and the following charges will be applied: prior to 18:00 hrs a charge of 50% of the room rate and thereafter a full night charge.

CREDIT

The Hotel’s credit manager will provide credit terms under a separate cover. Failure to comply with credit terms may result in suspension of the Hotel’s obligations of this agreement.

BILLING

If credit has been approved, the Wholesaler will be required to settle accounts due to the Hotel within 30 days of the invoice date. Should the Wholesaler fail to settle the accounts within the credit period, the Hotel reserves right to withdraw credit facility. The Hotel also 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 1.5% per month.

Full payment is required as follows:

- *Not less than 14 days prior to arrival*

Unless credit facilities have been established, by means of a Bank Guarantee, Floating Deposit, Telegraphic Transfer or such other security acceptable to the Hotel, the amount and all other details of this must be discussed and agreed between the Wholesaler and the Hotel.

Name: Bai Dai Tourism Company Limited
A/C No: 005 13700 27806 (USD)
005 10000 27793 (VND)
Bank Vietcombank Viet Nam - Binh Dinh Branch
Address 66C Le Duan Street, Ly Thuong Kiet Ward, Quy Nhon City, Binh Dinh Province, Viet Nam.
Swift Code: BFTV VN VX 005

AMENDMENTS

Amendments to this agreement shall only be valid if made in writing and signed by representatives from both the Hotel and the Wholesaler. The waiver of any terms of this agreement on one particular occasion shall not be deemed as a waiver of such terms for any future occasions. Any such waivers are at the discretion of the Hotel.

FORCE MAJEURE

Neither party will be held responsible for failure to execute obligations specified herein directly or indirectly occasioned by or through or in consequence of war, change of statutes of the government, strikes, riots and acts of God or conditions beyond the control of either party.

INTERNET KEYWORD MARKETING

The Wholesaler shall not bid on or purchase internet placement rights for the Marks or, except as stated above, use any of the Marks in any manner or in any of its advertising, including but not limited to Internet and web advertising, without the express written consent of the Hotel.

BRAND LOYALTY MARKETING AND ONWARD DISTRIBUTION

The Wholesaler shall not target, solicit, or otherwise make use of loyal customers (i.e. customers expressing a preference for and Anantara Hotels and Resorts brand). Unpublished rates are offered by Hotel expressly and solely for provider use. Under no circumstances are rates in this contract to be published on the Internet or to the public without an agreed minimum "sell" rate and the express written permission of the Hotel. The offering or distribution of unpublished rates or any other data or information provided by Hotel hereunder, through any internet site or global distribution system booking sites, is expressly forbidden, except as Wholesaler shall notify the Hotel and the Hotel shall approve such redistribution in writing.

PREDATORY ADVERTISING

The Wholesaler shall not use, and shall prohibit all web sites within its control from using, any predatory advertising methods designed to generate traffic from AVANI Hotels and Resorts sites, or any other sites that exclusively promote AVANI Hotels and Resorts brands, for which the Wholesaler has no contractual rights for the online promotion of any products or services other than AVANI Hotels and Resorts. A predatory advertising method is an advertising method that creates or overlays links or banners on web sites, spawns browser window, or utilizes any other method to generate traffic from a web site without that web site owner's knowledge, permission, and participation.

DISCOVERY REWARDS

The Wholesaler and/or its customers will not be eligible for Discovery Rewards based upon any confirmed reservation based upon this agreement. It will be the Wholesaler's responsibility to make this known to all booking parties.

USE OF WHOLESALER RATE

"Wholesaler" agrees to the following with respect to the AVANI Quy Nhon Resort– Supplied Rates:

1. "Wholesale Agent" will make best efforts to ensure that that all guest reservations with respect to Unpackaged Rooms (whether made by you or your Agents) are made at rates that are at least equal to the Best Available Rate for such Hotel Rooms at the time of sale to such Hotel guest, and you will not knowingly permit reservations to be made that do not comply with this standard.
2. Within 24 hours of receiving notice from the AVANI Quy Nhon Resort that you are responsible for guest reservations that do not comply with these Terms and Conditions, you will take corrective action to ensure that no further non-compliant reservations are made.
3. "Wholesale Agent" will not offer, or permit others to offer, rates for consumer reservations for Unpackaged Rooms through the Internet, nor will you permit rates associated with unpackaged rooms to be disclosed on any Internet site.
4. "Wholesale Agent" will ensure that Program Rates are not disclosed to the Hotel guest or anyone else.
5. If "Wholesale Agent" makes Program Rates available to your Agents, you will ensure compliance by both you and such Agents with (a) all applicable laws; and (b) these Terms and Conditions.
6. "Wholesale Agent" will not advertise that you have the "lowest prices available" (or make any similar claim that implies that you offer discounts for Unpackaged Rooms) with respect to any Hotel's inventory.
7. With respect to each paid Hotel guest stay that results from your use of Program Rates, you agree that your retention of the Program Fee will be the sole compensation to which you will be entitled with respect to such stay.
8. Each Hotel, and not you, will bear the full risk of loss with respect to the Hotel rooms, including the risk of unsold inventory. Consistent with the foregoing, you will ensure that your refund policy is no more lenient than the refund policy of the Hotel on whose behalf you are making guest reservations, meaning that there will never be a scenario in which a guest would qualify for a refund under your policy but would not qualify for a refund under the Hotel's policy.
9. "Wholesale Agent" agrees that in making guest reservations for Hotel Rooms, and / or in making Program Rates available to Agents for making reservations on your behalf for Hotel Rooms, you will at all times act as an agent of the owner of the Hotel in question.

TERMINATION

This agreement can be terminated by either party, without penalty, for any reason upon thirty days prior written notification to the other party. Termination of this Agreement shall not extinguish the rights or obligations of the parties hereunder with respect to indemnification, trademarks, ownership and disposition of information, confidentiality, and accounting.

The Hotel shall have the absolute right at any time by giving notice in writing to the Operator to cancel this Agreement forthwith including current and future reservations on the occurrence of any of the following events:

Non-compliance with agreed trading terms: If the Wholesaler enters into bankruptcy or liquidation whether compulsory or voluntarily (other than for the purposes of amalgamation or reconstruction) or compounds with its or their creditors or takes or suffers any similar action in consequence of debt or is served with notice of or relating to bankruptcy or liquidation.

OTHER TERMS AND CONDITIONS

This Agreement is subject to the other Terms and Conditions outlined below:

Contract rates are extended on an understanding that the AVANI Quy Nhon Resort will be featured in promotional brochure both pictorially and editorially. Importantly, rates must be packaged with at least one other travel services listed herewith, air-ticket, transportation and meals (exception of breakfast).

Under no circumstances are the contracted rates to be published on any internet website without the express permission of the Hotel. (i.e. contract rates which are not packaged are not permitted to be displayed in any web-site).

By signing of the Agreement, the Hotel shall not be held liable or responsible for failure to execute arrangements specified herein directly or indirectly occurred by or through or in consequence of war, strikes, riots and Acts of God or conditions beyond the control of the Hotel.



Disputes action or other matters arising. It is expressly agreed and declared that the proper law of the Agreement is the Law of Vietnam and that any disputes, action or other matters arising there under shall be determined in a court of Law in Vietnam and in Accordance with the laws and procedures of Vietnam and under any and all circumstances.

The Hotel reserves the right at any time by giving notice in writing to cancel this Agreement should the Wholesaler fail to fulfil the above terms and conditions.

ACCEPTANCE

If the above details meet with your approval, please sign a copy of this agreement and stamp with **Agent** official company stamp and return to my attention no later than 31 October 2022. Once the agreement is received, this will signify that **Agent** has accepted and agreed upon the above rates and all Terms and Conditions. The agreement is not valid if a signed copy is not returned by the requested date or without a valid company stamp.

ON BEHALF OF THE WHOLESALER:

ON BEHALF OF THE HOTEL:

Agent

Avani Quy Nhon Resort

Name:
Title:
Date:

Name:
Title:
Date: