

28 March, 2024

Ms. Alessandra Girardi
Product Director
**NUBA EXPEDICIONES S.L. including
NUBA EXPEDICIONES DE MEXICO,
S. DE R.L. DE C.V., Nuba USA, Inc.**
96 Serrano Madrid Spain, 28006

**RE: Wholesale FIT Rate Agreement
November 1, 2024 to October 31, 2025**

Dear Ms. Girardi,

Enclosed please find the **Wholesale FIT Rate Agreement for NUBA EXPEDICIONES S.L. including NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V., Nuba USA, Inc.** for your review and approval. We also ask that you carefully review the Terms & Conditions on the following pages.

Please sign and return one copy indicating your acceptance and once received we will proceed with the implementation accordingly.

Best regards,



Vipavee Thongkum
Cluster Assistant Director of Sales

**WHOLESALE FIT RATE AGREEMENT
NOVEMBER 1, 2024 to OCTOBER 31, 2025**

Between:

**NUBA EXPEDICIONES S.L. including
NUBA EXPEDICIONES DE MEXICO,
S. DE R.L. DE C.V., Nuba USA, Inc.**
96 Serrano Madrid Spain, 28006

Ms. Alessandra Girardi / Product Director
Telephone: +34 917454745
E-mail: alessandra.girardi@nuba.com

And:

Anantara Chiang Mai Resort
123 – 123/1 Charoen Prathet Road
Tumbol Changklan, Amphoe Mueang
Chiangmai 51000, Thailand
Tel: 66 53 253333, 476 Ext. 3330
Email: Chiangmai@anantara.com

Bangkok Sales Office
12th Floor, 88 The PARQ Building
Ratchadaphisek Road, Khlong Toei,
Bangkok 10110, Thailand
Tel: +66 2 365 7500

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

HIGH SEASON			
November 1 - December 19, 2024 / January 6 - April 15, 2025			
Deluxe Garden View Room	Deluxe River View Room	Kasara Garden View Suite	Kasara River View Suite
12,160	15,240	18,260	21,970

PEAK SEASON			
December 20, 2024 to January 5, 2025			
Deluxe Garden View Room	Deluxe River View Room	Kasara Garden View Suite	Kasara River View Suite
18,010	21,880	27,780	32,490

GREEN SEASON			
April 16 – October 31, 2025			
Deluxe Garden View Room	Deluxe River View Room	Kasara Garden View Suite	Kasara River View Suite
8,650	11,480	12,480	15,820

RATES

The above rates are quoted in Thai Baht (THB), per room, per night, inclusive of prevailing tax and 10% service charge. Rates are **inclusive of breakfast for two**. Rates are non-commissionable. In the event of changes to government taxes (+/-), rates will be adjusted according to reflect any changes. Rates are guaranteed if the Thai Baht (THB) does not move up or down 5% between booking and arrival or contract term. 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.

REMARK: Our rates are applicable for bookings with a minimum 3-night stay and longer during December 27, 2024 to January 03, 2025. (inclusive)

ROOM CAPACITY

Room type	Total		Accept Roll Away Bed	Max Adults	Max Children	Comments
Deluxe Garden View Room	40 Rooms		No	2	0	
	25 Kings	15 Double/Double				
Deluxe River View Room	12 Rooms		No	2	0	
	8 Kings	4 Double/Double				
Kasara Garden View Suite	20 Suites		Yes	2	2	Or 3 Adults/ 1 Child
	13 Kings	7 Double/Double				
Kasara River View Suite	9 Suites		Yes	2	2	Or 3 Adults/ 1 Child
	5 Kings	4 Double/Double				
Kasara Riverfront Suite	3 Suites		Yes	2	2	On request only
	3 Kings	N/A				

- Maximum one (1) extra bed in Kasara Garden View Suite and Kasara Riverview Suite.
- If more than one child in Suite, extra bed will be the existing day bed in room.
- The Hotel provides complimentary baby cots/cribs. (subject to availability)

Extra Person with Extra Bed and Breakfast

- Adult – THB 3,000 Net
- Child (4 - 11 years of age) – THB 800 Net (extra bed is subject to availability)

Kasara Suite Benefits

- Personalized concierge service.
- Personalized check in and check out.
- Afternoon snacks and refreshments from 12:00 to 17:00 hrs. at Brit Bar & Verandah area.
- Social Hours - Two hours of cocktails and a selection of canapés offered from 15:00 – 17:00 hrs. at Brit Bar & Verandah area.
- Complimentary local international digital newspapers.
- Complimentary one time in-room minibar.
- Complimentary laundry service. (6 pieces per day excluding dry cleaning and express service)
- Late check out until 14:00 hrs., subject to availability.
- Laptop for day-use, on request.
- 20% discount on food & beverage (excluding alcoholic beverage) and spa.

OTHER INFORMATION:

- Pets are not allowed in the hotel.

VALIDITY FOR APPLICABLE MARKET:

- The above rates are valid only for Worldwide market. (Excluding Chinese speaking, UK, and Australian Markets)

OFFERS

DATES VALID	OFFER	DETAILS
All year round <u>Except:</u> 15, 16, 17 November 2024 (inclusive) & Peak season	Early Bird (I)	<ul style="list-style-type: none"> Book 90 days before arrival and receive 20% discount from the above room rates. Early Bird offer is applicable for 3rd person. (adult/child) Early Bird (I) offer is combinable with honeymoon/anniversary and long stay offers. Booking must include date reservation was made.
All year round <u>Except:</u> 15, 16, 17 November 2024 (inclusive) & Peak season	Early Bird (II)	<ul style="list-style-type: none"> Book 60 days before arrival and receive 15% discount from the above room rates. Early Bird offer is applicable for 3rd person. (adult/child) Early Bird (II) offer is combinable with honeymoon/anniversary and long stay offers. Booking must include date reservation was made.
All year round <u>Except:</u> 15, 16, 17 November 2024 (inclusive) & Peak season	Early Bird (III)	<ul style="list-style-type: none"> Book 30 days before arrival and receive 10% discount from the above room rates. Early Bird offer is applicable for 3rd person. (adult/child) Early Bird (II) offer is combinable with honeymoon/anniversary and long stay offers. Booking must include date reservation was made.

MEAL OPTIONS

MEAL OPTIONS	PRICE PER ADULT (IN THB)
Bodhi Terrace Lunch (3 courses)	800
Bodhi Terrace Dinner (3 courses)	1,200
The Service 1921 Lunch (3 courses)	1,200
The Service 1921 Dinner (3 courses)	2,400
Afternoon Tea	600
Afternoon Tea on JAO Ping River Cruise	990
JAO Ping River Cruise Dinner (4 course, food only)	2,400
JAO Ping River Cruise Dinner (4 course, include free flow drinks)	3,600
Loy Krathong Eve (food only) on November 15, 2024	3,000
Christmas Eve Dinner (food only) on December 24, 2024	3,200
Christmas Day Brunch (food only) on December 25, 2024	3,200
New Year's Eve Dinner (food only) on December 31, 2024 **Compulsory**	8,500
<ul style="list-style-type: none"> Meal rates for child between 4 - 11 years of age: Apply 50% off adult rate. Cruises are subject to weather and river conditions; cancelations may occur without prior notice. Shared cruise (Nam Jit River Cruise) is subject to a minimum of 4 and maximum of 24 guests. 	

ADDITIONAL OFFERS

OPTIONS	PRICE PER ADULT (IN THB)
<p>Anantara Spa A selection of 60 minutes massages:</p> <ul style="list-style-type: none"> ▪ Stress Release Massage ▪ Traditional Thai Massage ▪ Anantara Signature ▪ Deep Tissue Massage ▪ Neck Back & Shoulder Massage 	1,800 Net
<p>JAO Ping River Cruise Sunrise Cruise (Morning)</p> <ul style="list-style-type: none"> ▪ Alms offering to monk, community visit and sampling of Michelin guide local snack. <p>Twilight Voyage (Evening)</p> <ul style="list-style-type: none"> ▪ Canapes and free flow sparkling wine, beer & soft drinks. 	<p style="text-align: center;">1,800 Net</p> <p style="text-align: center;">2,800 Net</p>
<p>Streetwise Guru by Tuk Tuk This tour is the best introduction to the old city of Chiang Mai. Visit historical places, Buddhist temples and community areas as well as give you a taste of some local Chiang Mai Street food.</p>	<p>3,000 Net (Half Day Tour)</p> <p>4,000 Net (Full Day Tour)</p>
<ul style="list-style-type: none"> ▪ All excursions require a minimum of two (2) persons. ▪ Excursion rates for child between 4 - 11 years of age: Apply 50% off adult rate. ▪ Advance booking is required, and reservations are subject to availability. ▪ Cruises are subject to weather and river conditions; cancelations may occur without prior notice. ▪ Shared cruise (Nam Jai River Cruise) is subject to a minimum of 2 and maximum of 8 guests. 	

HOTEL FACILITIES OPERATION HOURS

Bodhi Terrace	Breakfast 06:30 – 10:30 hrs. Lunch 12.00 – 14.30 hrs. Dinner 17.30 – 22.30 hrs.
The Service 1921 Restaurant	Lunch 12:00 – 14:30 hrs. Dinner 17:30 – 22:30 hrs.
Brit Bar	12:00 – 24:00 hrs. Afternoon Tea 14:00 – 17:00 hrs.
Bubbles Bar	17.30 – 22.30 hrs.
JAO Ping River Cruises	Sunrise Cruise 9.00 – 10.30 hrs. Afternoon Tea on Cruise 14:30 – 16:00 hrs. Twilight Voyage 17.00 – 18.30 hrs. Dinner Cruise 18:00 – 20:00 hrs.
Fitness Center	07:00 – 21:00 hrs.
Pool	07:00 – 19:00 hrs.
Spa	10.00 – 22.00 hrs.

OFFERS

DATES VALID	OFFER	DETAILS
All year round	Honeymoon/Wedding Anniversary	<ul style="list-style-type: none"> Honeymoon set up in room. One (1) bottle of sparkling wine. Copy of marriage certificate required upon check-in. Honeymoon/Anniversary offer is combinable with early bird and long stay offer.
All year round	Long Stay	<ul style="list-style-type: none"> Minimum consecutive 5 nights stay receive one (1) Dinner for two persons in hotel's restaurant with one (1) bottle of wine and 60-minute Thai Massage for two people. Additional 20% discount on food, beverages & spa during the stay. Long stay offer is applicable to 3rd person. Long Stay offer is combinable with Honeymoon/Wedding/Anniversary offer.

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 9 rooms only.
- Room reservations and rates are subject to availability and confirmation unless allocations have been confirmed.
- Group rates for 10 rooms and above 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 Thai Baht (THB) and will be settled/invoiced in Thai Baht (THB). All payments to be made in form of Bank Draft, Bank Notes, Money Order or Telegraphic Transfer.

DURATION

The duration of this agreement is in effect from **November 1, 2024 – October 31, 2025**.

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.

ANANTARA CENTRAL RESERVATIONS OFFICE

TEL: +66 (0) 2 365 9111
 FAX: +66 (0) 2 365 7673
 Email: reserveanantara@anantara.com
 Office Hours: 24 Hours

ALLOTMENT

VALIDITY/SEASONALITY	NO. OF ROOMS				RELEASE DATE
	Deluxe Garden View room	Deluxe River View room	Kasara Garden View Suite	Kasara River View Suite	
HIGH SEASON November 1 - December 19, 2024 January 6 – April 15, 2025	n/a	n/a	n/a	n/a	14 days
PEAK SEASON December 20, 2024 - January 5, 2025	n/a	n/a	n/a	n/a	28 days
GREEN SEASON April 16 - October 31, 2025	n/a	n/a	n/a	n/a	7 days

In the event of allocations given, please note that above allocations will be automatically released if no reservation details are received by the release time stated above. Allocation is extended on an understanding that bookings will be confirmed inside the allotment as priority. Moreover, Hotel reserves the right to sell outside allotment at a best available rate.

The above allocations are provided based on the mutual agreement that the Hotel will review the materialization of the total rooms allocated on a monthly basis. In the event the monthly materialization falls below 50% of the monthly allocation, the Hotel reserves the right to adjust the number of rooms being held in the allotment to be based on the historical production or to cancel the entire allotment immediately. The Hotel also reserves the right to request return of any/all allocations during specific high demand periods and subject to Hotel written notification.

After the above cut-off dates, all unsold space will automatically be released for sales to the general public without any penalty on behalf of the hotel and any reservations received after that date will be space and rate availability.

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 **NUBA EXPEDICIONES S.L. including NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V., Nuba USA, Inc.'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 Anantara Hotels and Resorts Thailand 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.

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 15:00, an overnight rate will be charged to guarantee check-in before 15:00 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, a charge of 50% of the room rate and thereafter a full night charge.

CANCELLATION

GREEN SEASON	CANCELLATION TERMS AND POLICIES
7 days or more prior to arrival	▪ No cancellation fee
3-6 days prior to arrival	▪ 50% of the full stay
0-2 days prior to arrival (incl. no show)	▪ 100% of the full stay
NOTE: If reservation overlaps different seasons, the higher season cancellation terms and policies apply	

HIGH SEASON	CANCELLATION TERMS AND POLICIES
14 days or more prior to arrival	▪ No cancellation fee
7-13 days prior to arrival	▪ 50% of the full stay
0-6 days prior to arrival (incl. no show)	▪ 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
28 days or more prior to arrival	▪ No cancellation fee
15-27 days prior to arrival	▪ 50% of the full stay
0-14 days prior to arrival (incl. no show)	▪ 100% of the full stay
NOTE: If reservation overlaps different seasons, the higher season cancellation terms and policies apply	

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.

If no credit facilities are agreed, Full payment is required as follows:

- Green Season: not less than 7 days prior to arrival
- High Season: not less than 14 days prior to arrival
- Peak Season: not less than 28 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: Pacific Hotel Chiang Mai Co., Ltd. (The Anantara Chiangmai)
 A/C: Saving Account No. 403-2-36749-4
 Bank: TMBThanachart Bank Public Company Limited (Talad Nong Ho-Chiang Mai Branch)
 Bank Address: 534 Lampun Road, T.Nong Hoi, A. Muang, Chiangmai, Thailand
 Swift Code: TMBKTHBK

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, pandemics, 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 Anantara Hotels and Resorts sites, or any other sites that exclusively promote Anantara Hotels and Resorts brands, for which the Wholesaler has no contractual rights for the online promotion of any products or services other than Anantara 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.

USE OF WHOLESALER RATE

"Wholesaler" agrees to the following with respect to the Anantara Chiang Mai 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 Anantara Chiang Mai 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.

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.

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 Anantara Chiang Mai 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 website).

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 Thailand and that any disputes, action or other matters arising there under shall be determined in a court of Law in Thailand and in Accordance with the laws and procedures of Thailand 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 fulfill the above terms and conditions.

ACCEPTANCE

Ms. Girardi, if the above details meet with your approval, please sign a copy of this agreement and stamp with **NUBA EXPEDICIONES S.L. including NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V., Nuba USA, Inc.** official company stamp and return to my attention no later than **30 April 2024**. Once the agreement is received, this will signify that **NUBA EXPEDICIONES S.L. including NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V., Nuba USA, Inc.** 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:
NUBA EXPEDICIONES S.L. including
NUBA EXPEDICIONES DE MEXICO,
S. DE R.L. DE C.V., Nuba USA, Inc.

ON BEHALF OF THE HOTEL:
Anantara Chiang Mai Resort



Name: Ms. Alessandra Girardi
Title: Product Director
Date: 01/04/2024



Name: Vipavee Thongkum
Title: Cluster Assistant Director of Sales
Date: 28 March, 2024



Name: Chin Pitak Norathepkitti
Title: General Manager
Date: 28 March, 2024



Name: Siriporn Sida
Title: Director of Finance
Date: 28 March, 2024

DEFINITIONS

For purposes of these Terms and Conditions:

- “Agents” means others to whom you make Program Rates available to enable them to make guest reservations for Hotel Rooms on behalf of Hotel guests.
- “Best Available Rate” means the lowest of the following rates for which a customer qualifies: (a) the lowest rate that each Hotel makes available to the general public; or (b) the lowest rate for which a particular customer qualifies as a result of his or her membership in a particular segment of the general public.
- “Dynamic Rates” means real time selling rates through an automated process that enables the sale of the room at the Best Available Rate.
- “Hotels” means any Anantara Chiang Mai Resort-branded lodging product.
- “Hotel-Supplied Rates” means any rates committed to you by any Hotel for use in making guest reservations on behalf of such Hotel that are, at the time they are committed to you, lower than the Best Available Rate.
- “Hotel Rooms” means guest rooms at any Anantara Chiang Mai Resort-branded lodging product.
- “Package Rates” means the aggregate price to a hotel guest at which you offer a Packaged Room together with the required additional significant travel component.
- “Packaged Rooms” means Hotel Rooms that are ultimately sold to consumers as part of a packaged travel product in which the Hotel Room is sold as a single product at a single price in combination with an additional significant travel component, such as airfare or car rental (but not breakfast or other de minimus items or services provided by the Hotel), with a value equal to at least twenty percent (20%) of the value of the room rate.
- “Program Fee” means the difference, if any, between the Program Rate and the rate ultimately paid by the Hotel guest.
- “Program Rates” means the Standard Net Rates and the Hotel-Supplied Rates, collectively.
- “Standard Net Rates” means the rates provided to you via the enclosed CD for use in making guest reservations on behalf of any Hotel.
- “Unpackaged Rooms” means Hotel Rooms that are not packaged.