

WHOLESALE RATES AGREEMENT

The following rate agreement is entered into with RPB Investment Co., Ltd (the owner) operating under the name of "Six Senses Krabey Island" (referred to herein as the resort)

Issued: April 28, 2024
 Validity: November 1, 2024 – October 31, 2025

1. Room Rates: Valid for Worldwide including Asia

Seasonality			High Season	Peak Season	Shoulder Season	Low Season
Villa Category (villa count)	Rate Based on	Maximum Occupancy	Nov 1, 2024 to Dec 20, 2024 & Jan 8, 2025 to Mar 31, 2025	Dec 21, 2024 to Jan 7, 2025	Apr 1, 2025 to May 4, 2025 & Oct 1, 2025 to Oct 31, 2025	May 5, 2025 to Sep 30, 2025
Hideaway Pool Villa Suite (11)	2	2A + 1C or 3A	1,000	1,650	850	700
Ocean Pool Villa (2)	2	2A	1,100	1,750	950	800
Ocean Pool Villa Suite (18)	2	2A + 1C or 3A	1,250	2,000	1,075	900
Oceanfront Pool Villa Suite (6)	2	2A + 1C or 3A	1,620	2,700	1,410	1,200
Oceanfront Two Bedroom Pool Villa (2)	4	4A + 2C or 6A	2,500	5,200	2,200	1,900
The Beach Retreat (1)	4	2A + 3C or 5A	4,100	6,700	3,350	2,600

Notes

- Above rates are quoted in US Dollars per villa per night inclusive of buffet breakfast at AHA Restaurant.
- Rates are net, non-commissionable and inclusive of service charge, provincial and government taxes totaling 23.42%.
- In the event provincial or government taxes increase or decrease within this contract period, the resort reserves the right to adjust the contract rates accordingly to reflect the change.
- Rates are required to be marked by a minimum 25% and/or packaged to increase the rate by 25% before being sold to the public.
- Rates are not applicable for groups, meetings, incentives which are defined at 6 rooms or more.

2. Extra Person Charges

Age	Rate per person
Adult (12 years and above)	100

Notes

- Above rates are quoted in US Dollars per person per night inclusive of a converted sofa bed in the living room and breakfast at AHA Restaurant.
- Rate is net, non-commissionable and inclusive of service charge, provincial and government taxes.

3. Transfer Rates

Car Transfer

Details	Sihanouk Airport (KOS - 10 mins)	Phnom Penh (old) Airport (PNH - 120 mins)	Phnom Penh (new) Airport (TTM - 150 mins)
Private Car up to 3 people	USD 60 per way per way	USD 280 per way per car	USD 320 per way per car
Private Car up to 5 people	USD 90 per way per car	USD 340 per way per car	USD 360 per way per car

Speedboat Transfer

Details	Between Six Senses Mainland Jetty and the resort (10 mins)	To other ports / locations
Shared speedboat	USD 40 per person per way	Available upon request
Private speedboat up to 10 people	USD 180 per way per boat	

Shared Speedboat Transfer Schedules

From Lazy Lounge at Mainland Jetty to the resort	From the resort to Lazy Lounge at Mainland Jetty
10:30 am	8:30 am
1:00 pm	10:00 am
4:00 pm	12:30 pm
6:00 pm	2:30 pm
	5:30 pm

- Private speed transfer will be offered with above prices for arrival and departure outside of the provided scheduled.
- The resort reserves the right to adjust or change the transfer time, prices and scheduled according to the variation of arrival and departure flights within the related airports and weather conditions.
- All prices are net, non-commissionable and inclusive of service charge, provincial and government taxes.

4. Minimum Stay

Period	Nights
Peak Dec 25, 2024 – Jan 5, 2025 (inclusive)	Min. 4 nights Check-in and Check-out on Dec 31, 2024, and Jan 1, 2025, are not permitted.
Lunar New Year Jan 30 – Feb 5, 2025 (inclusive)	Min. 3 nights
May Golden Week Apr 28 – May 4, 2025 (inclusive)	Min. 2 nights
October Festive Holiday Oct 1 – 5, 2025 (inclusive)	Min. 3 nights

5. Meal Plan Supplements

Half Board (Lunch OR Dinner)	USD 85 net per person
Full Board (Lunch AND Dinner)	USD 150 net per person
Gala Dinner on December 31, 2023	Non-Compulsory
Children: 0-5 years	FOC from children menu
Children: 6-11 years	50% discount (all menus and meal plan except for children's menus)

- Meal plan supplements are in US Dollars per person per day and are inclusive of service charge and applicable taxes.
- Breakfast is included in the rates and is available at Aha Restaurant.
- Half Board/Full Board meal plans are available at AHA Restaurant or Tree Restaurant from selected a la carte menus, inclusive of a starter, main dish and dessert (excluding beverages). Supplement charges may apply for some individual menu items.
- Should the guest wish to partake in other dining experiences, such as themed dining, in villa barbeques, chef's table etc., the above Half/Full Board rate will be credited towards the final bill of the food only, which the differences will be settled on guest's own account.

6. Special Offers

Extended Stay Offer (ESO)		
Seasonality	Minimum night stay	Offer
High Season Nov 1 - Dec 20, 2024 Jan 8 - Mar 31, 2025	4 nights or more	20 percent savings off
Shoulder Season Apr 1 - May 4, 2025 Oct 1 - 31, 2025	3 nights or more	20 percent savings off
Low Season May 5 - Sep 30, 2024	3 nights or more	20 percent savings off

Early Booking Offer (EBO)		
Seasonality	Booking window	Offer
High Season Nov 1 - Dec 20, 2024 Jan 8 - Mar 31, 2025	30 days or more prior to arrival	15 percent savings off
Peak Season Dec 21, 2024 - Jan 7, 2025	60 days or more prior to arrival	20 percent savings off
Shoulder Season Apr 1 - May 4, 2025 Oct 1 - 31, 2025	15 days or more prior to arrival	15 percent savings off
Low Season May 5 - Sep 30, 2024	30 days or more prior to arrival	15 percent savings off

- All offers apply to all villa types.
- **The Extended Stay Offer CANNOT be combined with The Early Booking Offer**
- **The Extended Stay Offer and The Early Booking Offer can be applied to extra person charges but not meal plans.**
- **The Extended Stay Offer and The Early Booking Offer are subject to blackout for any high occupancy dates or periods requested by the resort.**

Cambodia and Vietnam Combined Stay Offer

All bookings combining minimum 3 nights at Six Senses Krabey Island, Cambodia and with minimum 3 nights at Six Senses Ninh Van Bay, Vietnam with 30 days of the same itinerary will receive additional offer and amenities as follows (excluding Peak season)

Accommodation:

- 10% off the contract rate and contracted tactical (excluding separate seasonal promotion), non-accumulative. e.g. EBO 15%, followed by 3 nights 10%.

Amenities:

Six Senses Krabey Island, choose one of the following complimentary benefits:

- A USD 100 resort credit per stay.
- A 60-min massage per person per stay.
- Upgrade to the next categories (excluding two-bedroom villas, applicable for Shoulder and Low Seasons only). If upgrade cannot be honored, then the guests can choose one of the other two instantly.

Six Senses Ninh Van Bay, choose one of the following complimentary benefits:

- A USD 100 resort credit per stay.
- A 60-min massage per person per stay.

Family Offer

- Complimentary stay for children under 12 years of age according to maximum villa occupancy, inclusive of a converted sofa bed and shared scheduled speedboat transfer.

Celebration Amenities

Honeymoon

- For stays of 2 to 3 nights, guest will receive a bottle of sparkling wine upon arrival.
- For stays of 4 nights or more, guest will receive a bottle of sparkling wine upon arrival and a one-time sixty-minute spa massage for 2 persons per stay at Six Senses Spa

Wedding Anniversary and Birthday celebration

- For stays of 2 or more, guest will receive a bottle of sparkling wine upon arrival.

Long Stay Benefits: Minimum 5 consecutive nights stay:

- A complimentary Authentic Khmer Cuisine Dinner per standard occupancy (excluding beverages), once per stay.

Extra Amenities for The Beach Retreat:

- Roundtrip transfer by private car and speedboat for between the resort and Sihanouk (KOS) or Phnom Penh (PNH) International Airports.
- A bottle of sparkling wine and fruit platter upon arrival.
- A choice of private wellness activity, choose between Yoga class, Meditation class or Alchemy Bar per villa, per stay.
- Amenities are applicable to a booking with a minimum of 3 consecutive nights stay and are non-transferable, nor exchangeable to other services.

7. Guest Experience Offer:

Experience	Price (USD)	Remark
60 minutes massage	120	One person
90 minutes massage	180	One person
45 minutes integrated wellness screening	110	One person
60 minutes private Yoga, Meditation, Alchemy class	110	One person
Castaway picnic at Koh Takiev	300	Up to two persons
Islands Hopping	1,100	Up to two persons
Private Dining (Seabreeze, Sky Lounge)	370	Up to two persons

- All prices are net inclusive of applicable taxes and service charge, non-commissionable.
- **Advanced reservation is required and is subject to availability.**
- **Dining experience is including standard set up, dedicated host and selection of menu (excluding beverages).**

8. Deposits - Prepayment

- **Shoulder and Low Seasons** full prepayment is required 15 days prior to arrival.
- **High Seasons** full prepayment is required 21 days prior to arrival.
- **Peak Season** full prepayment is required 45 days prior to arrival.
- In the event credit facilities are in place then prepayment is only required for Peak Season as stated above.
- In the event a booking crosses over two different seasons, the stricter cancellation policy of the two will apply.

Bank Details for Deposit Payment / REMITTANCE INSTRUCTION (USD)

Account Name	RPB INVESTMENT CO., LTD
Account Number	000090200048209
Bank Name	Maybank (Cambodia) Plc
Bank Address	Phnom Penh Branch, Phnom Penh, Cambodia
Swift Code	MBBEKHPP
International Payment (USD from Overseas via The U.S.):	
Correspondent Bank	Citibank N.A
Address	111 Wall Street, New York, New York 10043. U.S.A
Swift Address of	CITIUS33
FED ABA	021000089

9. Cancellation Policy

- | | | |
|-----------------------------------|-------------------------------------|--------------|
| • Peak Season | Up to 45 days prior to arrival date | No charge |
| | 44 days or less | 100% of stay |
| • High Seasons | Up to 21 days prior to arrival date | No charge |
| | 20 days or less | 100% of stay |
| • Shoulder and Low Seasons | Up to 15 days prior to arrival date | No charge |
| | 14 days or less | 100% of stay |
- In the event a booking crosses over two different seasons, the stricter cancellation policy of the two will apply.
 - Booking amendment within the cancellation period is not allowed and cancellation policy will be applied.
 - Change of guest name within the cancellation period is not allowed.

10. No Show & Early Check-Out Policy

In the event that the individual or entire group does not arrive, arrive later than the confirmed arrival date, or departs earlier than the confirmed departure date, a penalty equivalent to the full originally booked length of stay will apply.

TERMS & CONDITIONS:

1. All information and rates offered in this agreement are strictly confidential and may not be disclosed to third parties for whatsoever reason or purpose.
2. Brochure Contribution agreements will be issued separately as an addendum- however please note that such agreements will only be agreed against bookings taken during low and / or shoulder season/s.
3. Rates quoted are applicable only to tour operator clients.
4. Rates quoted are NOT applicable to individual commercial business travelers or corporate accounts.
5. For villa categories not featured in the contract, rates will be available on request directly from the resort and may be subject to different conditions than those stated in the contract.
6. Rates offered are applicable ONLY if reservations are made directly to the Resort.
7. The tour operator is not entitled to offer accommodation at the Resort to third parties at rates higher than the Resort's published tariff prevailing at the time of intended occupancy. The resort shall advise the tour operator of the tariff changes as and when these occur.
8. Rates are not valid for internet portal sites. Should tour operators wish to promote their packages on the internet, any daily room rates shown on websites must include a minimum 23% mark up, or at least be equal to the daily rate published in the tour brochure. Where applicable the rates must be packaged with flights / 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 uses the internet as a medium or advertising / distribution without expressed prior written consent of the hotel. If the partner breaches the obligations above, the hotel reserves the right at its option to withdraw the rates or terminate entirely this agreement, without notice.
9. All bookings made on www.sixsenses.com at applicable online room or package rates are eligible for 10% commission excluding taxes and service charge.
10. Check-in time: Check-in is at 2:00 pm, but due to the nature and location of the resort we will provide a room as soon as is convenient to the resort. Guaranteed access to rooms prior to 2:00 pm on the day of arrival may be reserved from the previous evening with one night additional contract rate charge.
11. Check-out time: Check-out is at 12:00 noon. The resort will endeavor to allow the client to remain in their room until the scheduled time of departure by boat transfer from the island - if this is not possible the resort will provide a day use facility until departure subject to availability. Late check-out charges: until 6:00 pm 50% of contracted rate after 6:00 pm 100% of contracted rate, subject to availability.
12. Groups: The rates given in this contract are not applicable for reservations of over 5 rooms, meetings, groups or conference business. Please contact your account manager for group rates.
13. Governing Law: It is expressly agreed and declared that the proper law of this agreement is the law of Cambodia that any disputes, actions or other matters arising hereunder shall be determined in a court of law in Cambodia in accordance with the laws and procedures of the Kingdom and under any and all circumstances.
14. Stop Sell Procedure: The hotel reserves the right to request a Stop Sell to the business partner. All rooms sold under confirmed allotment must be reported in writing within forty-eight hours (48) of the Stop Sell notification to the hotel and unused allotment must be returned to the hotel by the business partner.
15. Reservations Procedure: The business partner or the designated ground representative shall direct all reservations to the resort Reservations Department. Vouchers are to be sent to the resort when reservations are made or given to clients to present upon check in. Voucher numbers will be listed on invoices as well as the contract rate and any other relevant information pertaining to the invoice.
16. Cancellations: Save and except where deposits have been duly paid in accordance with the above, the Hotel reserves its absolute right to release all rooms if the requirements herein stated are not fully met within the time limit stated. The hotel also reserves the right NOT TO ALLOW changes in dates of reservations and guests' name with an original booking confirmed. During the High/Peak Seasons, the hotel will inform with each reservation the time limit (cut off period) of each reservation to observe all points stipulated in this contract. The hotel reserves its absolute right to release the room reserved WITHOUT any prior notice if the conditions in this contract are not observed. All deposits made for reservations during the Peak Season are NON-REFUNDABLE and NON-NEGOTIABLE if cut off periods/cancellation notices are not
17. observed. Please note that cancellations will not be accepted until they have been confirmed by the Resort by return fax or e-mail.
18. The hotel must be informed in writing at least 30 days prior the effective date of any change to ownership or management.
19. Allotments: The hotel may request return of allotment during high demand periods. Allotments are not uploaded into our reservation system until a signed contract is returned. When the allotment has been filled, additional bookings will only be accepted on rates available at the time of reservation. Any unused allotment will be automatically released on the cut-off date without notification.
 - Allotments can be retracted by Six Senses if the allotment materialization drops below 60% of rooms allotted.
 - Allotments will be released automatically without any prior notice if materialization is below 40% of rooms allotted.
 - Allotment agreements for upcoming contracts / periods / seasons will be based upon previous year's materialization.

20. **Force Majeure:** The Resort shall be relieved of its obligations hereunder in the event and to the extent its performance of this agreement is delayed or prevented in whole or in part by any cause beyond its control, including, without limitation, acts of God, change of laws, war or hostilities (declared or not), civil unrest, fire, flood, earthquake or explosion, sale, seizure of the Resort under legal process, strikes, lockouts or labour stoppages or any other circumstances beyond the control of the Resort that makes it impossible for the Resort to operate fully or partially.
21. **Exclusion of Liability:** It is agreed that the Resort and the Resort Company shall not be liable to the Tour Operator or any other person for any loss, damage, liability, expenses or costs suffered or incurred by the tour operator or any member of any booking(s), including any loss, damages, liability, expenses and costs arising from any loss of, damage to or theft of property, unless such loss, damage, liability, expenses and costs resulted directly from the gross negligence or willful default of the Resort or the Resort Company.
22. **Termination:** A) This agreement may be terminated by the Resort immediately in the event of any breach by the Tour Operator of (a) its payment obligations under this Agreement; or (b) its other obligations under this Agreement which, if in the opinion of the Resort is capable of remedy, is not remedied to the satisfaction of the Resort within 30 days (or such shorter period as the Resort may require) from the date of notice from the Hotel. B) Either party may terminate this agreement for any reason whatsoever by giving the other party 15 days prior written notice of termination. C) Upon termination of this Agreement, the Tour Operators' credit arrangements (if any) shall automatically cease and all amounts due or owing by the Tour Operator to the Resort under this Agreement shall be immediately due and payable. The Resort shall be entitled to levy a late payment charge on any outstanding and overdue sum at the rate of 1.5% per month from the due date until the date on which full payment is made. D) Any termination of this Agreement shall not prejudice any of the parties' rights or obligations that have accrued prior to termination and shall not relieve the Tour Operators' duty of confidentiality.
23. **Brochure Features:** The tour operator shall feature the Resort in its programs and brochures as a Luxury Resort and where appropriate, also include therein a color photograph of the Resort- digital quality photographs are available for download from the photo gallery on the resort page on the Six Senses website.
24. The tour operator shall use pre-approved text panels in brochure features and will send brochure features / pages for review to the relevant Director of Sales / Regional Sales Office or Corporate Sales Executive of Six Senses for review prior to printing.
25. The tour operator shall at its sole cost and expense, develop, print and distribute promotional materials, which include the hotel. All advertising and promotional material pertaining to Six Senses Resorts & Spas, must be approved in writing by the Six Senses Resorts & Spas DOS, DOSM or GM, prior to any form of print or production. Six Senses Resorts & Spas, preserves the right to cancel this agreement should the business partner misrepresent in any advertising, brochure promotion or press release, information pertaining to Six Senses Resorts & Spas, which may damage the image of the Hotel. Six Senses Resorts & Spas will supply the business partner with a selection of digital images and copy to accurately portray the Resort.
26. Please note that all photography and images of Six Senses Resorts & Spas are protected by copyright. All images used for any purpose must always be credited with the correct name of the resort and destination. Failure to do this will result in a charge being made to protect copyright agreements. Photographs not approved by the Resort will not be permitted without prior agreement.
27. This brochure contribution agreement is only valid to be paid / deducted from invoices once target production / revenues are met.
28. This agreement is not a sign of mutual consent of any automatic deductions from invoices.
29. Invoices can only be deducted with written approvals from property DOS, DOSM or General Manager.

Clause against Sexual Exploitation of Children in Contracts with Suppliers to Six Senses Krabey Island

The resort condemns any and all activities related to any sexual abuse and exploitation of children, ie. sexual exploitation, trafficking, violence and pornography. We are committed to abide by and implement The Code of Conduct for the Protection of Children from Sexual Exploitation in Travel and Tourism in collaboration with ECPAT International (www.ecpat.net).

By adding this clause to our contractual agreement, we are not insinuating that your company is engaged in any activities related to sexual exploitation of children, but encouraging you to support and sign The Code of Conduct. Together with the resort we would like you to Say No to Child Sex Tourism.

By signing this Contract, the business partner agrees to:

- Refrain from knowingly engaging or dealing with companies who are engaged in sexual exploitation of children.
- Prohibit storage or use of images which sexually exploit children.
- Report sexual exploitation to local law enforcement authorities should your company become aware of such exploitation either on you company's premises or on that of a supplier.

Six Senses Krabey Island, Koh Krabey Island, Ream Commune, Preah Sihanouk Province, 18000 P.O. Box 9553 Cambodia
Tel - +855 69 944 888 Res: reservations-krabey@sixsenses.com; Sales: Danat Thanosilp (danat.thanosilp@sixsenses.com)
Code: KOSKK_TO_24/25_NUBA EXPEDICIONES S.L.

The resort reserves the right to cancel the contract if it is discovered that your company is not complying with this clause or that your company is involved in any way in the facilitation, encouragement or toleration of sexual exploitation of children within the context of your company's daily operations.



Alessandra Girardi (Ms)

Nuba - Net Rates 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

Spain

Tel: +34 917454745

Fax:

Email: alessandra.girardi@nuba.net



Danat Thanosilp (Mr)

Director of Sales and Marketing

Six Senses Krabey Island, Cambodia