



10 July 2024

**NUBA EXPEDICIONES S.L. S.L. including
NUBA EXPEDICIONES S.L. DE MEXICO, S. DE R.L. DE C.V.
Nuba USA, Inc.**
Serrano 96, 28006 Madrid, Spain
Telephone: +34 917454745
E-mail: alessandra.girardi@nuba.net

Dear Ms. Alessandra Girardi,

The following Leisure Partnership Agreement outlines the understanding of the terms and conditions of the agreement between “**NUBA EXPEDICIONES S.L.**” and **RAFFLES GRAND HOTEL PTE LTD**, trading as **Raffles Grand Hotel d’Angkor**. For ease of reference, **RAFFLES GRAND HOTEL PTE LTD**, trading as **Raffles Grand Hotel d’Angkor** will be referred to as the “**NUBA EXPEDICIONES S.L.**”; shall be referred to as the “Leisure Partner”; and Raffles Hotels & Resorts and/or any of its subsidiaries or affiliates, as the context requires, will be referred to as “Raffles”.

TERMS

The terms and conditions set out in this agreement will apply to room rates and reservations for **01 November 2024 – 31 October 2025**. The agreement will be reviewed annually with new rates for the following calendar year.

RATES

The contract rates, and applicable terms and conditions are attached herein as “**Schedule A**” (the “Rates”). The 'special rates quoted in the contract are non-commissionable, noted in USD and inclusive of the applicable 7% service charge plus 2% accommodation tax, plus 10% VAT.

These contracted rates are for FIT leisure clients and are not applicable for incentive, conference group or corporate business.

This agreement applies to FIT basis up to a maximum of nine (9) rooms. Over and above nine (9) rooms constitute a group booking and group rates will be quoted on an ad-hoc basis subject to availability. For group inquiry and quotation of ten (10) rooms and above, please contact sales team.

These rates cannot be posted, published or made available to 3rd Party internet sites, corporate travel, conferences or incentive groups at rates less than **raffles.com/siem-reap** published rates. Distribution or exposure of rates below **raffles.com/siem-reap** published rates will allow the Hotel to immediately terminate the agreement.

In order to receive the rates, the “Leisure Partner” must be a licensed “Travel Company” and feature the Hotel in a published (printed and/or online) brochure or tariff.

The contracted rates and the corresponding terms and conditions of this Agreement shall only be valid and applied if the hotel receives a countersigned Agreement from the Leisure Partner as stipulated in the Miscellaneous Provisions of this Agreement.

As the rates are based on this written agreement, they will not be quoted at the time of reservation to the Hotel.

A handwritten signature in blue ink, appearing to be a stylized name, located in the bottom right corner of the page.

Schedule A (Rates)

Room Type	Validity		Single/Double	Contract Rates		
	From	Until		Triple Supplement (with Extra Bed & Meal Plan)		Meal Plan
				Child	Adult	
COLONIAL WING						
State Room	1-Nov-24	19-Dec-24	USD 415	25	50	Bed & Breakfast
	20-Dec-24	2-Jan-25	USD 530	25	50	Bed & Breakfast
	3-Jan-25	31-Mar-25	USD 415	25	50	Bed & Breakfast
	1-Apr-25	30-Sep-25	USD 240	25	50	Bed & Breakfast
	1-Oct-25	31-Oct-25	USD 435	25	50	Bed & Breakfast
State Pool View Room	1-Nov-24	19-Dec-24	USD 435	25	50	Bed & Breakfast
	20-Dec-24	2-Jan-25	USD 550	25	50	Bed & Breakfast
	3-Jan-25	31-Mar-25	USD 435	25	50	Bed & Breakfast
	1-Apr-25	30-Sep-25	USD 255	25	50	Bed & Breakfast
	1-Oct-25	31-Oct-25	USD 455	25	50	Bed & Breakfast
Colonial Suite	1-Nov-24	19-Dec-24	USD 505	25	50	Bed & Breakfast
	20-Dec-24	2-Jan-25	USD 630	25	50	Bed & Breakfast
	3-Jan-25	31-Mar-25	USD 505	25	50	Bed & Breakfast
	1-Apr-25	30-Sep-25	USD 335	25	50	Bed & Breakfast
	1-Oct-25	31-Oct-25	USD 535	25	50	Bed & Breakfast
Raffles (Cabana) Suite - One Bedroom	1-Nov-24	19-Dec-24	USD 875	25	50	Bed & Breakfast
	20-Dec-24	2-Jan-25	USD 995	25	50	Bed & Breakfast
	3-Jan-25	31-Mar-25	USD 875	25	50	Bed & Breakfast
	1-Apr-25	30-Sep-25	USD 700	25	50	Bed & Breakfast
	1-Oct-25	31-Oct-25	USD 920	25	50	Bed & Breakfast
HERITAGE WING						
Landmark Room	1-Nov-24	19-Dec-24	USD 460	25	50	Bed & Breakfast
	20-Dec-24	2-Jan-25	USD 580	25	50	Bed & Breakfast
	3-Jan-25	31-Mar-25	USD 460	25	50	Bed & Breakfast
	1-Apr-25	30-Sep-25	USD 285	25	50	Bed & Breakfast
	1-Oct-25	31-Oct-25	USD 480	25	50	Bed & Breakfast
Landmark Pool View Room	1-Nov-24	19-Dec-24	USD 475	25	50	Bed & Breakfast
	20-Dec-24	2-Jan-25	USD 590	25	50	Bed & Breakfast
	3-Jan-25	31-Mar-25	USD 475	25	50	Bed & Breakfast
	1-Apr-25	30-Sep-25	USD 295	25	50	Bed & Breakfast
	1-Oct-25	31-Oct-25	USD 500	25	50	Bed & Breakfast
Personality Suite	1-Nov-24	19-Dec-24	USD 595	25	50	Bed & Breakfast
	20-Dec-24	2-Jan-25	USD 710	25	50	Bed & Breakfast
	3-Jan-25	31-Mar-25	USD 595	25	50	Bed & Breakfast
	1-Apr-25	30-Sep-25	USD 415	25	50	Bed & Breakfast
	1-Oct-25	31-Oct-25	USD 625	25	50	Bed & Breakfast
Landmark Suite - One Bedroom	1-Nov-24	19-Dec-24	USD 875	25	50	Bed & Breakfast
	20-Dec-24	2-Jan-25	USD 994	25	50	Bed & Breakfast
	3-Jan-25	31-Mar-25	USD 875	25	50	Bed & Breakfast
	1-Apr-25	30-Sep-25	USD 700	25	50	Bed & Breakfast
	1-Oct-25	31-Oct-25	USD 920	25	50	Bed & Breakfast



** Rate for Villa - Two Bedrooms is on request

Room rate inclusions:

- Daily **Champagne breakfast** in Café d'Angkor.
- Complimentary high-speed internet access with complimentary access to press reader app with 3,500 newspapers and magazines over 100 countries with 60 languages available.
- Welcome signature drink and cold towel upon arrival
- Khmer sweet platter in room, replenished daily
- Private Coffee machine and selection of coffee & tea
- Unlimited bottled drinking water, replenished daily
- Daily evening turndown service
- Complimentary access to Raffles Spa facilities such as Jacuzzi, steam room, sauna, fitness centre and pool.
- Round-the-clock butler service for all Suite accommodation
- Rates are inclusive of 7% service charge plus 2% accommodation tax, plus 10% VAT.

Extra Person and Child Accommodation Policy:

A maximum of two children under 12 years old can share the same room with parents.

- Child from 0 – 5 years: No extra charge if the child is sleeping in bed with parents. Breakfast is free of charge. Baby cot will be provided at complimentary for infant below 3 years old
- Child from 6 – 11 years: may use the same bed as the parent for no additional cost. However, an additional fee will be charged for the children's breakfast for guests with breakfast included in their stay at USD 12.50 per day.
- Child from 13 years: or an extra adult sharing the room using extra bed will be charged at USD 50 per person, inclusive of breakfast
- Extra bed is applicable only to the following room category:
 - State Rooms – with king bed only
 - Landmark Rooms – with king bed only
 - All Suites
 - Two Bedroom Villa – can accommodate up to two (2) extra beds

ADDENDUM/SPECIALS

Applicable to all Markets:

- Book 45 days in advance and receive 10% off contracted rates. Valid from 01 November 2024 to 31 March 2025, and 01 to 31 October 2025
- Book 30 days in advance and receive 10% off contracted rates. Valid from 01 April to 30 September 2025.
 - Black-out dates: 20 December 2024 to 02 January 2025.
 - This offer is not combinable.
 - Not applicable on extra bed and other meal plans.
 - Not applicable for suites and villa room types.
 - Applicable to new bookings only.

FESTIVE SEASON TERMS AND CONDITIONS

- Valid for stays on 20 December 2024 to 02 January 2025 inclusive
- Minimum of 3 nights consecutive stay is required
 - Peak season (20 December 2024 to 02 January 2025) - sixty (60) days cut-off with booking fully pre-paid and guaranteed sixty (60) days before arrival date. Any cancellations made on and after fifty-nine (59) days before arrival date would mean forfeiture of any payment made and shall be deemed non-refundable, non-transferable to any other booking made.

Optional New Year's Eve Gala Dinner on 31st December 2024:

Adults: USD 320 per person | Child (6-12Y): USD 160 per child.

Complimentary for child age 5 and below when dining with paying adults



Meal Rate:

- * Lunch at USD 35 net/pax (Western/Khmer set menu) at Café d'Angkor
- * Dinner at USD 45 net/pax (Western/Khmer set menu) at Café d'Angkor
- * Dinner at USD 80 net/pax (Royal Khmer Cuisine set menu) at 1932 restaurant

FREE- SELL OFFER

These contracted rates will be used as free-sell with:

- Fourteen (14) days cut-off for Green Season (01 April to 30 September 2025)
- Thirty (30) days cut-off for Winter Season (01 November to 19 December 2024 & 03 January to 31 March 2025 & 01 to 31 October 2025)
- Forty-five (45) days cut-off for Peak Season (20 December 2024 to 02 January 2025)

Applicable for all room categories indicated herewith based on the contracted period. Room types that were not contracted will be on request basis. Hotel reserves the right to offer Hotel's Best Flexible rate after the cut-off and for non-contracted room categories.

A detailed availability update will be sent out weekly, with open, request, or close-out dates being advised.

Additional upcoming internal promotions/events will also be shared via this channel.

TERMS AND CONDITIONS

Rates are quoted in US Dollars, non-commissionable per room per night and inclusive of the applicable 7% service charge plus 2% accommodation tax, plus 10% VAT. In the event of a change in the government tax or service charge or introduction of additional taxes, all contracts will be adjusted accordingly.

All room reservations and rates are subject to availability and written confirmation via email.

When the contracted rates are used on the internet, a minimum 25% mark-up must be applied, and rates must be packaged with air travel and other sightseeing arrangements so that the nightly accommodation rates are not revealed to the public. The operators may not sell at these rates to a 3rd Party who uses the internet as a medium of advertising/distribution without written consent. If this is not followed, the Hotel reserved the right to withdraw the rates without notice.

The above rates do not apply to reservations made through the RAFFLES/ACCORHOTELS website. Rates are only valid after the contract has been accepted and acknowledged by both party signatures. The contracted rates are applicable to the operator's company account only. Should the guest be paying for his/her own account, the published rates as can be found on the Hotel website raffles.com/siem-reap for that period will apply.

King (Double), Twin, and Triple bedding preference subject to availability of room category at time of check-in.

Every effort will be made to accommodate the requests for specific bed-type subject to availability of preferred category.

Occupancy:

A maximum of 3 guests can stay in a room/suite (except for the rooms which cannot accommodate an extra bed Villa). The additional 1 guest will stay in a roll-away bed.

RESERVATION AND SALES CONTACT

All reservations are subject to availability and confirmation by the Hotel.

The Leisure Partner shall make all bookings directly through the Hotel Reservation Office at:

RAFFLES GRAND HOTEL D'ANGKOR, SIEM REAP			
1 Charles de Gaulle Khum Svay Dang Kum, Siem Reap, Kingdom of Cambodia			
Telephone – Hotel	+855 63 963 888	Guest/emergency hotline	+855 17 506 820





Reservations		Sales and Marketing
Contact	Ms. May San	Ms. Phalla Chen
Title	Reservation Manager	Director of Sales
Email	bookus.siemreap@raffles.com	Phalla.Chen@raffles.com

ROOMING LISTS

The Leisure Partner shall submit to the Hotel a final rooming list together with flight details, meals and special requirements, according to the booking release period or otherwise thirty (30) days prior to arrival. Failing which, the Hotel reserves the right to release the reserved rooms, unless otherwise agreed by the Hotel in writing.

CHECK-IN / CHECK-OUT TIME

Check-in: 1400 hours (2pm) / Check-out: 1200 hours (12noon)

Should a guest plan to arrive at the Hotel prior to applicable check-in time, please include this information on the rooming list or at the time of booking. Every effort will be made to accommodate early arrivals based on availability; however, the room type cannot be guaranteed.

- For pre-booked LATE CHECK-OUT (before 1800 hours) – 50% of full day contracted rate applies
- For pre-booked LATE CHECK-OUT (after 1800 hours) – full day contracted rate applies
- For pre-booked EARLY ARRIVAL/CHECK-IN (prior to 1400 hours) – full day contracted rate applies
- Early check in and late checkout confirmation are subject to availability upon request

INCIDENTAL CHARGES

It is the Hotel policy that guests leave a credit card imprint with the front desk before signing privileges on incidentals will be extended - unless a master account is established and all charges are guaranteed by the “Leisure Partner”.

CANCELLATION, DEPOSIT AND NO SHOW POLICY

- For Green Season (01 April to 30 September 2025), room booking may be cancelled up to 14 days prior to arrival without penalty. Cancellation inside 14 days and less & early departure is 100%.
- For Winter Season (01 November to 19 December 2024 & 03 January to 31 March 2025 & 01 to 31 October 2025), room booking may be cancelled up to 45 days prior to arrival without penalty. Cancellation charge 44 – 36 days = 1 night charge, 30 days and less plus early departure is 100%.
- Peak season (20 December 2024 to 02 January 2025) - sixty (60) days cut-off with booking fully pre-paid and guaranteed sixty (60) days before arrival date. Any cancellations made on and after fifty-nine (59) days before arrival date would mean forfeiture of any payment made and shall be deemed non-refundable, non-transferable to any other booking made.
- Early departure shall be charged 100% of total room nights booked.
- Cancellation must be sent in writing to the Hotel’s Reservations Office, and acknowledged in return to be effective.
- Please note that “Leisure Partner” will be invoiced for NO SHOWS with or without vouchers, unless the guest’s reservation is cancelled based on the cancellation policy outlined above.
- Under stays – there is no refund for under stays. The Hotel will charge for the entire length of stay in the event of under stays.

PLEDGE RELOCATE POLICY

In the event the Hotel does not honor all guaranteed reservations to “Leisure Partner”, then the Hotel shall secure comparable accommodations and provide at its own expense, transportation to/from such accommodation. This shall apply to each reservation (two nights maximum) for which rooms are not provided and guests must be housed elsewhere.

CREDIT VERSION

Direct Billing - Credit with Hotel



Companies may request credit (up to 30 days) for invoices to be paid by the company directly as opposed to by the individual traveller at checkout. A credit application form will need to be filled out along with supporting documentation. The hotel reserves the right to grant credit privileges. Credit, if granted, can be revoked by the hotel, at the discretion of the hotel, immediately upon providing written notice to the company.

Or

Rates and conditions of this agreement are conditional on payment being received by the Hotel in full, seven (7) days prior to guests' arrival. Short Lead Reservations must be prepaid in full 48 hours prior to the scheduled arrival and payment shall be made by valid credit card. In the event that prepayment is not received within the time periods set out above, full payment may be requested by the Leisure Partners' guest at the time of arrival.

In the event of disputed billings, a grace period of seven (7) days is extended to facilitate collaborative settlement, which shall be advised by the Leisure Partner immediately upon identification of any irregularities. At 2% interest will be levied on the total amount outstanding at the end of the month if accounts are overdue.

In the event your company requires the use of a purchase order, please supply the purchase order number with the signed Letter of Agreement. Payments can be made by credit card or telegraphic transfer to the Hotel's account payable to:

Account Name	Raffles Grand Hotel Pte Ltd.
Account No.	0100-03-681323-23 (USD)
Swift Code	ACLBKHP
Bank Name	ACLEDA BANK PLC
Bank Address	#1-2-3-4, Sivath Street, Phum Mondul 2, Sangkat Svay Dangcum, Krong Siem Reap, Siem Reap Province, Cambodia

Agency who has been granted credit facilities may settle the payment within the credit terms. Credit facility is subject to Hotel's discretion and may be withdrawn if agency failed to settle the invoices on time.

INDEMNIFICATION

You shall indemnify and hold us our parent companies, subsidiaries, affiliates, officers, directors, employees, agents and representatives forever harmless from, and against, any and all personal injury, property damage, loss, liability or claim of liability, expenses, fines and penalties including reasonable legal fees caused by any wrongful or negligent act, error or omission by you, your guests, invitees, agents, delegates or representatives, except to the extent and percentage attributable to the hotel's negligence.

We shall indemnify and hold you, your parent companies, subsidiaries, affiliates, officers, directors, employees, agents and representatives forever harmless from and against, any and all personal injury, property damage, loss, liability or claim of liability, expenses, fines and penalties including reasonable legal fees caused by any wrongful or negligent act, error or omission by us, our agents, employees or representatives, except to the extent and percentage attributable to the Travel Company's or its guests', invitees', agents', delegates' or representatives negligence.

This indemnification provision shall survive the termination or expiration of the agreement.

INTELLECTUAL PROPERTY

"Leisure Partner" is granted the right to display the trademarks, trade names, images, photographs, logos, and copyrighted works of the Hotel (the "Hotel Marks") provided by the Hotel during the term of this agreement for the sole purpose of promoting the Hotel with the "Leisure Partner's" brochure for distribution to its customers and clients. This agreement does not convey to "Leisure Partner" any right,

A handwritten signature in blue ink, consisting of a stylized, cursive name.



title or interest in the Hotel Marks or any trademark, trade name or logo belonging to Raffles ("Raffles Marks"). Hotel and Raffles each retain all right, title and interest in and to the Hotel Marks and Raffles Marks, respectively. "Leisure Partner" shall not take any action that would in any way impair the proprietary rights of the Hotel in the Hotel Marks or of Raffles in the Raffles Marks.

"Travel Company" shall submit all printed descriptive and /or advertising copy pertaining to the Hotel or Raffles for review, no later than fourteen (14) days prior to printing or publication. Either the Hotel or a representative of Raffles will follow up with the "Leisure Partner" directly if any changes are required. "Travel Company" agrees to list the Hotel in its brochure and include a color photo when possible. The Hotel will provide exterior and room interior slides for brochure upon request.

DISTRIBUTION CHANNELS AND COLLATERAL PRESENTATION

The "Leisure Partner" will feature the Hotel in its tour programs, websites and brochures as an up market luxury hotel and include images of the Hotel where appropriate, which shall be obtained from the Raffles Media Library. The Hotel will supply the Leisure Partner with images and description to accurately portray the Hotel.

The Hotel may notify "Leisure Partner" in writing if it reasonably believes that the nature, quality, or character of select distribution channels of the rooms used by "Travel Company" or its affiliates is harmful to the reputation and business of the Hotel or Raffles. Within fifteen (15) days of receipt of such notice, "Travel Company" shall remove the Hotel's inventory from said distribution channel or other materials or collateral in accordance with the Hotel's instructions.

FORCE MAJEURE

If the Agreement becomes impossible to perform by either party due to acts of God, war, government regulations, disaster, strikes, civil disorder, curtailment of transportation facilities, or other emergencies, making it illegal or impossible to provide the rooms, the Party affected shall notify the other Party immediately and the non-performing Party shall be excused from any further performance of its obligations (other than non-payment of monies) for the duration of such event provided that the reason for said termination is in effect in Kingdom of Cambodia.

TERMINATION

Either party may, with cause, terminate this agreement at any time upon providing thirty (30) days prior written notice ("Termination Notice Period") to the other party.

MISCELLANEOUS PROVISIONS

This agreement is made and will be performed in the Kingdom of Cambodia and shall be governed by and constructed in accordance with the Law in the Kingdom of Cambodia, excluding its conflict of law rules. By executing this agreement, you consent to the exercise of personal jurisdiction over it by, and venue in, the courts of the Kingdom of Cambodia. Any legal action in connection with this agreement shall be brought and maintained only in the Kingdom of Cambodia. In the event of litigation arising from or associated with this agreement, we agree that the prevailing party shall recover its reasonable attorney's fees and any costs incurred. Any dispute arising between parties shall, in the first instance, be put to mediatory talks between the parties with a view towards an amicable settlement between them, failing which the matter can then be referred to the courts.

"Leisure Partner" may not assign this agreement or any of its rights under this agreement without the Hotel's prior written consent. "Leisure Partner" further agrees that any change in its corporate or business ownership structure, whether by merger, amalgamation, and takeover or otherwise, shall not serve to cancel, modify or in any way reduce its obligations under this agreement and this agreement shall remain in full force and effect with respect to the "Leisure Partner" and successor entity.

A handwritten signature in blue ink, consisting of a stylized, cursive name.



To confirm the contracted rate and the terms and conditions of this Agreement, please sign and return this Agreement prior to **17 July 2024**, after this date, if we have not received a signed Agreement, we reserve the right to apply Hotel's Best Available Rates on your forthcoming bookings.

This Contract shall be a legally binding contract only after it has been signed by a representative of **NUBA EXPEDICIONES S.L.** authorized to commit to the arrangements set forth herein on behalf of **NUBA EXPEDICIONES S.L.** and thereafter signed by a representative of Hotel.

CONFIDENTIALITY

These rates and terms of this agreement are strictly confidential and must not be disclosed to 3rd Parties. This term shall survive the termination of this agreement.


ACCEPTANCE

In order to confirm the arrangements set forth herein, the Hotel should receive this agreement signed via scanned email prior to close of business **17 July 2024** in order to guarantee this Leisure Partnership Agreement. After "Leisure Partner" has had an opportunity to review and approve this agreement, please sign and return a copy directly to:


Raffles Grand Hotel d'Angkor
Ms. Lima SLORM, Assistant Sales Manager
Telephone: +855 63 963 888 | E-mail: Lima.Slorm@raffles.com

On behalf of the Hotel:
Raffles Grand Hotel d'Angkor

On behalf of:
NUBA EXPEDICIONES S.L.



Signature
Name: Mrs. Phalla Chen
Title: Director of Sales
Date: 10 July 2024



Signature
Name: Alessandra Girardi
Title: Product Director
Date: 11 July 2024

NOTE: Written acceptance constitutes a binding contract between us. This document must therefore be signed by a representative authorized to commit to such arrangements on behalf of **NUBA EXPEDICIONES S.L.**

This contract may be executed in counterparts and delivery of an executed copy of this contract by any party via electronic transmission will be as effective as delivery of a manually executed copy of the contract by such party.

- End -