

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

Anantara Golden Triangle Elephant Camp & Resort
229 Moo 1, Chiang Saen
Chiang Rai 57150, Thailand
Phone: +66 (0)5 378 4084

Hotels Regional Office - Asia - Bangkok
12th Floor, 88 The PARQ Building
Ratchadaphisek Road, Khlong Toei,
Bangkok 10110, Thailand
Tel: +66 2 365 7500 Fax: +66 2 365 7797

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

GOLDEN TRIANGLE LUXURY EXPLORER PACKAGE PRICE:

HIGH SEASON (November 1 - December 17, 2024 and January 7 - March 31, 2025)			
Deluxe Three Country View		Three Country View Suite	
Single	Double	Single	Double
37,000	48,100	52,700	63,900
Three Country View Family Suite			
Double	Quadruple		
79,400	101,700		

PEAK SEASON (December 18, 2024 - January 6, 2025)			
Deluxe Three Country View		Three Country View Suite	
Single	Double	Single	Double
46,300	57,400	58,900	73,600
Three Country View Family Suite			
Double	Quadruple		
93,500	115,800		

LOW SEASON			
(April 1 - October 31, 2025)			
Deluxe Three Country View		Three Country View Suite	
Single	Double	Single	Double
29,900	41,500	46,100	57,600
Three Country View Family Suite			
Double	Quadruple		
82,300	109,500		

RATES

- Above contract rates are applicable for a **minimum of 2 nights stay** or longer
- The above rates are quoted in Thai Baht (THB), per room, per night, inclusive of Golden Triangle Luxury Explorer package (see below for inclusions), prevailing tax and 10% service charge.
- 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 Please note all rates committed to your Company are confidential and should not be published at any time or disclosed to a third party for any reason of purpose.

GOLDEN TRIANGLE LUXURY EXPLORER PACKAGE
<p>* Golden Triangle Luxury Explorer Package is inclusive of the following:</p> <ol style="list-style-type: none"> 1. Accommodation 2. Daily Breakfast Buffet in Hotel's main restaurant 3. Lunch and Dinner for each paying night at Sala Mae Nam Restaurant, Elephant Bar and Opium Terrace as well as room service 4. Non-alcoholic beverages 5. In-room minibar, refreshed daily, with a selection of soft drinks and snacks 6. Internet Access throughout resort 7. Ticket to Opium Museum (one time per person per stay) 8. One Activity (per person) for each night stayed. <ol style="list-style-type: none"> a. Choice of: <ol style="list-style-type: none"> i. Elephant Camp Experience <ul style="list-style-type: none"> • Walking with Giants • Elephant Learning Experience • Elephant Guardian ii. Local Golden Triangle Excursions iii. Spice Spoons Cooking Class iv. 60 minutes Spa Treatment v. 60 minutes Private Yoga vi. 60 minutes Private Pilates
<p>* Golden Triangle Luxury Explorer package is inclusive of one activity per night, per person. Additional charges will apply for any guest wishing to book a second activity.</p> <p>NOTE: Advanced reservations for activities are highly recommended</p>

MEAL SUPPLEMENTS

MEAL SUPPLEMENTS	PRICE PER ADULT (IN THB)
Christmas Eve Gala Dinner (December 24, 2024) – COMPULSORY	7,700
New Year's Eve Gala Dinner (December 31, 2024) – COMPULSORY	12,000
Child Policy	A 50% discount on meal rates applies for child between 4-12 years of age.

ROOM CAPACITY

Room type	Total	Accept Roll Away Bed	Max Adults	Max Children	Comments	
Deluxe Three Country View	40 rooms		Yes	2	1	Or 3 adults
	27 Kings	13 Twins				
Three Country View Suite	15 rooms		Yes	2	2	Or 3 adults/ 1 Children
	14 Kings	1 Twin				
Three Country View Family Suite	6 suites		Yes	5	1	Or 6 adults

ROOM CAPACITY

- Maximum one (1) extra bed per room
- Maximum two (2) extra beds per suite
- The Hotel provides complimentary baby cots/cribs (subject to availability)

Extra Person with Extra Bed and Golden Triangle Luxury Explorer Package

- Adult – 14,000 THB
- Child (4-12 years of age) – 9,500 THB (extra bed is subject to availability)

APPLICABLE MARKETS

- The above rates are valid only for the Worldwide Market (excluding UK and Australian Markets).

AIRPORT TRANSPORTATION (Chiang Rai Airport)

	ALL ROOM TYPE
Car (max 2 people)	3,900 THB per way
Van (max 6 people)	4,900 THB per way

AIRPORT TRANSPORTATION (Chiang Mai)

	ALL ROOM TYPE
Car (max 2 people)	8,700 THB per way
Van (max 6 people)	9,500 THB per way

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.
- 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

VALIDITY

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; goldentriangle@anantara.com
Office Hours: 24 Hours

OFFERS

VALIDITY	OFFER	DETAILS
All Year (except: Peak Season)	Early Bird (I)	<ul style="list-style-type: none"> Book 120 days before arrival and receive 15% discount from the above package rates Early Bird (I) is applicable for 3rd person extra bed rate. (Adult/Child) Early Bird (I) is combinable with Honeymoon offer
All Year (except: Peak Season)	Early Bird (II)	<ul style="list-style-type: none"> Book 30 days before arrival and receive 10% discount from the above package rates Early Bird (II) is applicable for 3rd person extra bed rate. (Adult/Child) Early Bird (II) is combinable with Honeymoon offer
All Year	Long Stay Offer	<ul style="list-style-type: none"> Minimum 3 nights stay will receive 5% discount from package price and applicable for 3rd person extra bed rate. (Adult/Child) Long stay offer is combinable with Early Bird and Honeymoon offer.
All Year	Honeymoon Offer	<ul style="list-style-type: none"> Romantic set up in the room One (1) bottle of sparkling wine Romantic Khom Loi lantern ceremony Copy of marriage certificate required upon check-in (issuing date not exceeding 12 months) Honeymoon offer is combinable with Early Bird, Long Stay.

FREE SALE

VALIDITY/SEASONALITY	NO. OF ROOMS		RELEASE DATE
	Deluxe Three Country View	Three Country View Suite & Family Suites	
November 1, 2024 – March 31, 2025	Free Sale	Free Sale	14 days
April 01 – October 31, 2025	Free Sale	Free Sale	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.

CANCELLATION

LOW SEASON	CANCELLATION TERMS AND POLICIES
31 days or more prior to arrival	▪ No cancellation fee
0- 30 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 and PEAK SEASON	CANCELLATION TERMS AND POLICIES
46 days or more prior to arrival	▪ No cancellation fee
0 - 45 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. and check-out time is 12:00 noon on the day of departure.

For early check-in (08:00 -14:00 hrs.) and late check-out up till 18:00 hrs. a supplement of THB 8,000 net per room will be applied, covering additional breakfast for 2 people (early check in) or additional lunch for 2 people (late check out).

(*subject to availability)

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:

- Low and Shoulder Season: not less than 30 days prior to arrival
- High Season: not less than 45 days prior to arrival
- Peak Season: not less than 90 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: Baan Boran Chiangrai Co.,Ltd.
A/C: Current Account No. 012 630 8019
Bank: Citibank, N.A
399 Sukhumvit Road, Interchange 21 Building
Klongtoey Nua, Wattana, Bangkok 10110
Swift Code: CITITHBX

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 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.

DISCOVERY REWARDS

The Wholesaler and/or its customers will 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 Anantara Golden Triangle Elephant Camp & 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 Golden Triangle Elephant Camp & 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 Anantara Golden Triangle Elephant Camp & 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.

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 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.