

RATE AGREEMENT

The following rate agreement is entered with Samui Laem Samrong Co. Ltd. (the owner) operating under the name of “Six Senses Samui” (referred to herein as the resort)

Issued: 28 April 2025
Validity: 21 December 2025 to 20 December 2026

1. FIT Room Rates: Valid for Worldwide Market

Currency: Thai Baht

Villa Category (villa count)	Rate is based on (people)	Maximum Occupancy	Peak Season 21 Dec 25 - 05 Jan 26	High Season 1 06 Jan - 18 Apr 26	Shoulder Season 1 19 Apr - 10 Jul 26
Hideaway Villa (3)	2	2A+1C	30,000	17,500	15,200
Ocean Villa (4)	2	2A+1C	37,000	24,000	19,200
Hideaway Pool Villa (17)	2	2A+1C or 3A	40,000	27,000	22,200
Ocean View Pool Villa (24)	2	2A+1C or 3A	44,000	30,000	26,000
Ocean Front Pool Villa (7)	2	2A+1C or 3A	54,000	38,500	31,500
Ocean Front Pool Villa Suite (10)	2	2A+2C or 3A	65,500	47,000	37,500
The Ocean Retreat (1)	4	4A+2C or 6A	140,000	98,500	87,000
The Beach Reserve (1)	4	4A+2C or 6A	140,000	98,500	84,500
The Beach Reserve Three Bedroom* (1)	6	6A+3C or 9A	180,000	125,500	106,700
Extra Person Charge			4,500	4,500	4,500

Villa Category (villa count)	Rate is based on (people)	Maximum Occupancy	High Season 2 11 Jul - 31 Aug 26	Shoulder Season 2 01 Sep - 31 Oct 26	Low Season 01 Nov - 20 Dec 26
Hideaway Villa (3)	2	2A+1C	19,000	15,200	13,800
Ocean Villa (4)	2	2A+1C	26,000	19,200	16,800
Hideaway Pool Villa (17)	2	2A+1C or 3A	29,000	22,200	20,600
Ocean View Pool Villa (24)	2	2A+1C or 3A	32,000	26,000	23,500
Ocean Front Pool Villa (7)	2	2A+1C or 3A	40,000	31,500	28,600
Ocean Front Pool Villa Suite (10)	2	2A+2C or 3A	49,000	37,500	33,000
The Ocean Retreat (1)	4	4A+2C or 6A	98,500	87,000	82,000
The Beach Reserve (1)	4	4A+2C or 6A	98,500	84,500	80,000
The Beach Reserve Three Bedroom* (1)	6	6A+3C or 9A	127,500	106,700	100,600
Extra Person Charge			4,500	4,500	4,500

Notes

- All rates are quoted in Thai Baht, per villa, per night.
- The rates are net, **non-commissionable** and inclusive of service charge, provincial and government taxes totaling 18.7%. 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.
- **All rates are required to be marked by 25%, or in line with our Best Available Rate on SixSenses.com when onselling to the public. Rate disparity may result in immediate contract termination.**
- The rates are not applicable for groups, meetings, or incentives which are defined at 6 villas or more.
- Arrival registration must be completed by a guest aged 18 years and above per villa. Minors under 18 years old must be accompanied by parent or guardian and will not be allowed to check in independently.
- **The Beach Reserve Three Bedroom*** is an extension of two-bedroom The Beach Reserve, adjoining to the Hideaway Pool Villa next door by an outdoor pathway forming a three-bedroom unit.

2. Guest Benefits

- Accommodation with daily buffet breakfast for 2 people in one-bedroom villas, 4 people in two-bedroom villas, and 6 people in three-bedroom villas.
- Seasonal fruits on arrival, with complimentary tea and coffee facilities.
- Access to library and unlimited wireless internet.
- Access to spa with use of steam, sauna, and fitness center.
- Use of bicycle and non-motorized water sport equipment.
- Daily morning wellness activity as per resort schedule.
- Daily complimentary guest activities, and children/family friendly activities as per resort schedule.
- Complimentary ice-cream at Chill on the Hill between 3 to 5pm daily.
- Sustainability tour at Farm on the Hill as per resort’s schedule.

Additional Benefits for The Ocean Retreat and The Beach Reserve

- When staying for 3 nights or more: receive a roundtrip Samui Airport transfer and a 30-minute massage.
 - When staying for 4 nights or more: receive the benefits above with an additional two-course lunch at Drift at the Beach.
 - When staying for 5 nights or more: receive the benefits above with an additional in-villa BBQ, excluding beverages.
- All inclusions are based on staying occupancy, per person once per stay.

3. Special Offers

Special offers are subject to stop-sales with may be withdrawn with prior notice. Six Senses Samui reserves the right to revise or discontinue any offers with a minimum of 5 working days’ notice.

- Early Booking Offer and Extended Stay Offer are **non-combinable**, and **not applicable** for meal plans.
- Early Booking Offer and Extended Stay Offer savings are **applicable** for extra person charge.

3.1 Early Booking Offer (EBO)

EBO Blackout Period: 01 – 28 February 2026

Stay Period	Advance Booking Period	Savings
21 December 2025 – 05 January 2026	60 days before arrival	15%
06 – 31 January 2026 01 March – 18 April 2026 11 July – 31 August 2026	45 days before arrival	15%
19 April – 10 July 2026 01 September – 20 December 2026	30 days before arrival	15%

3.2 Extended Stay Offer

Stay Period	Minimum Length of Stay	Savings
21 December 2025 – 20 December 2026 Full contract validity	4 nights	20%

3.3 Honeymoon Benefits

When staying for a minimum of 2 nights: Honeymoon sweet delights, seasonal fruits and a bottle of sparkling wine upon arrival.

When staying for 4 consecutive nights or longer:

- Honeymoon sweet delights, seasonal fruits and a bottle of sparkling wine upon arrival.
- One-time set dinner at Dining on the Hill with a welcome glass of cocktail or mocktails per couple, once per stay.

3.4 Wedding Anniversary Benefits:

When staying for a minimum of 2 nights: Anniversary sweet delights, seasonal fruits and a bottle of sparkling wine upon arrival.

3.5 Family Offer

Family Offer: Child (0-11 years old) bed & breakfast FOC as per villa occupancy, other meal plans as per below.

4. Extra Person Charges

12 years and above THB 4,500 net per person per night.
Rate is inclusive of buffet breakfast, service charge & applicable taxes.

0 -11 years May share the villa on complimentary basis based on maximum villa occupancy, utilizing existing bedding with daybed sofa and inclusive of breakfast.

5. Check-in and Check-out

- Check in time is at 3:00 pm. However, due operational needs the villa will be provided as soon as it is convenient to the resort. Guaranteed early check in prior to 3:00 pm may be reserved from the day before with a full night's charge.
- Check out time is at 12:00 noon. The resort will endeavor to allow guest to remain in their villa, or a day use facility may be provided until the scheduled departure, subject to availability upon check out.
- Late checkout charges:
 - Low and Shoulder Season: 50% of nightly rate until 6:00 pm, and for after 6:00 pm the full stay nightly rate will apply, subject to availability at the time of reservation.
 - High and Peak Season: 100% of nightly stay rate will apply, subject to availability at the time of reservation.

6. Minimum Stay & No Check In and Check-out Policy

A minimum **2-night** stay applies to **all villa categories** throughout the contract period, with the exception of the below dates with applicable minimum length of stay:

Dates	Minimum Nights
21 December 2025 – 05 January 2026	Min. 3 nights No check-in & check-out on 31 Dec & 01 Jan
14 – 22 February 2026	Min. 3 nights
01 – 18 April 2026	
30 April – 05 May 2026	
01 – 07 October 2026	

Note: All mentioned dates are inclusive, and the minimum stay applies to all villa types. The hotel may implement minimum stay upon high demand period without advance notice.

7. Meal Rates are per person (Rates are inclusive of service charge & applicable taxes)

Half Board (Lunch OR Dinner)	THB 2,000 net per person (published rate THB 2,000++)
Full Board (Lunch AND Dinner)	THB 3,000 net per person (published rate THB 3,000++)
Gala Dinner 31 December 2025	Non-compulsory
Children: 0-5 years	FOC (on children's menus only)
Children: 6-11 years	50% discount (all menus and meal plan, except for children's menus)

- Meal plan rates are per person per day, inclusive of service charge and applicable taxes.
- Chosen meal plan is applicable to entire stay period and cannot be reserved for partial period.
- Meal Plan rates are food only, from a selected Meal Plan a la carte menu at 'Dining on the Hill' or 'Drift at the Beach'.
- Supplement costs may apply to premium items outside of the Meal Plan menus at the above two restaurants.
- All beverages are charged on consumption.
- Should guests wish to partake in other dining experiences, such as Dining on The Rocks, theme evenings/buffets, or destination dining, the Half/Full Board rate will be credited towards the final bill (food only) and difference will be charged to guest's own account.

8. Airport Transfer Rates (Rates are inclusive of service charge & applicable taxes)

Vehicle type	One Way – Per Vehicle	Maximum capacity
Car	THB 900 net	2 persons
Minivan	THB 1,500 net	6 persons

- Transfers between Samui Airport (USM) and Six Senses Samui takes approximately 15 minutes.
- Rates are per vehicle per way.

9. Deposit – Prepayment Policy

Stay Period	Deposit – Prepayment
21 December 2025 – 05 January 2026	Full prepayment is required 45 days prior to arrival
06 January - 18 April 2026 and 11 July - 31 August 2026	Full prepayment is required 21 days prior to arrival
19 April – 10 July 2026 and 01 September – 20 December 2026	Full prepayment is required 10 days prior to arrival

- When a reservation crosses over two different seasons, the stricter policy will be applied throughout.
- All payments made for reservations are non-refundable and non-transferable.
- If credit facility has been set up, please refer to payment policy as per the agreement.

10. Bank Details for Payment

Payments will be made direct to : Six Senses Samui
 Wire transfer to : Samui Laem Samrong Co. Ltd.
 Bank : Bangkok Bank, Branch Surawong
 Saving Account No. : 147 – 4 – 60152 – 1
 Bank Address : 23 Surawong Road, Bangrak, Bangkok, Thailand 10500
 Swift Code : BKKBTHBK – Surawong Branch

11. Cancellation Policy

Stay Period	Cancellation Policy
21 December 2025 – 05 January 2026	Up to 46 days prior to arrival = No Charge 45 days or less = 100% of stay
06 January - 18 April 2026 and 11 July - 31 August 2026	Up to 22 days prior to arrival = No Charge 21 days or less = 100% of stay
19 April – 10 July 2026 and 01 September – 20 December 2026	Up to 11 days prior to arrival = No Charge 10 days or less = 100% of stay

- When a reservation crosses over two different seasons, the stricter policy will be applied throughout.
- Booking amendment within the cancellation period is not allowed and full policy will be applied.
- Change of guest name within the cancellation period is not allowed.

12. No Show & Early Checkout Policies

In the event of no show, late arrival or early departure from the confirmed stay period, the hotel reserves the right to charge the entire confirmed stay rate and transfer charge as penalty.

13. Terms & Conditions

All information and rates offered in this agreement are strictly confidential, and must not be disclosed to third parties without the consent of Six Senses Samui.

1. **Rate Parity:** Contract rates are applicable only to B2B clients and NOT applicable to direct individual, commercial and business travelers or corporate accounts.

Contract rates are required to be **marked at a minimum of 25%, or in line with our Best Available Rate on www.sixsenses.com when onselling to the public.** Rate disparity may result in immediate contract termination. Where applicable the rates must be packaged with flights / transportation and other value-added arrangements so that the net contract rates are not disclosed to the public.

The business partner may not sell or resell these rates to any third party who uses the internet as a medium or advertising / distribution without written consent from the hotel. If the partner breaches the above obligations, the hotel reserves the right to withdraw the rates or terminate this agreement entirely without notice.

2. Groups: Contract rates are not applicable for reservations of 6 villas or more. Please contact your account manager for group rates.
3. Stop Sell Procedure: The hotel reserves the right to request a Stop Sell to all business partners. 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 by the business partner.
4. Reservations Procedure: Contract rates are for direct bookings ONLY. The business partner or the designated ground representative shall direct all reservations to the hotel reservations department. Vouchers are to be sent to the hotel 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.
All bookings made via www.sixsenses.com at hotel's Best Available Rates are eligible for 10% commission, before government taxes and service charge.
5. Cancellations: Cancellations will not be accepted until they have been confirmed by the hotel by return fax or e-mail. Failure to settle deposit/prepayment by due date as stipulated in this contract and reservation confirmation may result in auto-release of the room block or auto-cancellation of the reservation.
6. Management Change: The business partner must inform the hotel in writing at least 30 days prior to the effective date of any ownership or management change.
7. Allotments: The hotel may request return of allotment during high demand periods. Allotments are not uploaded into hotel's 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 cutoff date without notification.

8. Force Majeure: The hotel 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 hotel under legal process, strikes, lockouts or labor stoppages or any other circumstances beyond the control of the hotel that makes it impossible for the hotel to operate fully or partially.
9. Exclusion of Liability: It is agreed that the hotel and the hotel management company shall not be liable to the business partner or any other person for any loss, damage, liability, expenses or costs suffered or incurred by the business partner 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 hotel or the hotel management company.
10. Termination:
 - A) This agreement may be terminated by the hotel immediately in the event of any breach by the business partner of
 - (a) its payment obligations under this contract agreement; or
 - (b) its other obligations under this contract agreement which, if in the opinion of the hotel is capable of remedy, is not remedied to the satisfaction of the hotel within 30 days from the date of notice from the hotel.
 - B) Either party may terminate this agreement by submitting a written notice to request for termination with 15 days' notice.
 - C) Upon termination of this agreement, the business partner's credit arrangement (if any) shall automatically cease, and all amounts due or owing by the business partner to the hotel shall be paid immediately. The hotel is 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) No Prejudice. This Agreement has been jointly prepared by the parties hereto and the terms hereof shall not be construed in favor of or against any party on account of its participation in such preparation.
11. Governing Law: It is expressly agreed and declared that the proper law of this agreement is the law of Thailand that any disputes, actions or other matters arising hereunder shall be determined in a court of law in Thailand in accordance with the laws and procedures of the Kingdom and under any and all circumstances.

12. Brochure Contribution and Features:

Brochure agreement will be issued separately as an addendum, and deductions from invoice are subject to terms and conditions. This agreement is not a sign of mutual consent of any automatic deductions from invoices.

The business partner shall at its sole cost and expense, develop, print and distribute promotional materials, and to feature **Six Senses Samui** in its programs and brochure as a Luxury Resort. The hotel will supply a selection of digital images and copy to accurately portray the hotel. All contents featured, whether in brochure, online or via other channels must be submitted in writing to the hotel for review and approval from Six Senses Samui prior to any form of print or production.

All photography, video and image of Six Senses Resorts & Spas are protected by copyright. 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 hotel will not be permitted without prior agreement. Six Senses Resorts & Spas reserves 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.

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

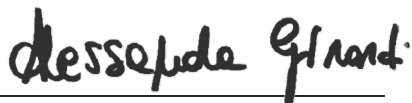
Six Senses Samui condemns any and all activities related to any sexual abuse and exploitation of children, i.e. sexual exploitation, trafficking, violence and pornography. We are committed to abide by and implement The Code of Conduct for the Protection of Children from Sexual Exploitation in Travel 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 Six Senses Samui 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 Samui reserves the right to cancel this contract if your company fail to comply 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.



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Six Senses Samui