



Siam Holidays & Leisure Co. LTD

ONLINE INTERMEDIATION SERVICES AGREEMENT

THIS AGREEMENT IS MADE BY AND BETWEEN:

HOTEL	
Commercial Entity	ibis Samui Bophut
Owning Company	Infinity North Samui Co., Ltd.
Address	197 Bophut, Koh Samui Surat thani, 84320, Thailand
<u>Representation (duly empowered for the purpose hereof)</u>	
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Designation	General Manager
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Hereinafter referred to as “**HOTEL**”

PROVIDER	
Commercial Entity	TK Travel Korea
Owning Company	TK Travel Korea
Address	5F MuyungKyung B/D, 39 Sinimun-ro, Dongdaemun- gu, Seoul, Republic of Korea(02409)
<u>Representation (duly empowered for the purpose hereof)</u>	
Name	Kang IL Goo
Designation	
Email	ken@tktravelkorea.com
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Hereinafter referred to as “**PROVIDER**”

Hereinafter referred to individually as a “**Party**”, and together as the “**Parties**”.



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WHEREAS:

- A.** HOTEL accommodation services can be distributed at HOTEL's discretion either on a standalone basis or as part of a package combining accommodation services with other travel services, such as transport or any other touristic service, for the purpose of the same trip or holiday. In line with HOTEL's own revenue management strategy and internal policies, HOTEL accommodation and other hospitality services are distributed at HOTEL's discretion, through several direct or indirect channels, offline and/or online, as part of a package or on a standalone basis, for guests travelling for business or leisure purposes.
- B.** The PROVIDER offers intermediation services through various solutions which allow providers of accommodation and other travel services to offer their goods or services to guests with a view to facilitating direct bookings between those providers of accommodation and other travel services and guests.
- C.** In this context, the Parties consider it is in their mutual interest to establish a business relationship under which HOTEL would purchase intermediation services offered by the PROVIDER with a view to promoting HOTEL's accommodation services and facilitating direct bookings between the Participating Properties and Guests.
- D.** The purpose of this agreement is to define the terms and conditions of the relationship to be entered into by HOTEL and the PROVIDER (the "**Agreement**").

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties, intending to be bound in agreement hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

The following terms shall have the meaning ascribed to them below:

Affiliate	means, with respect to any Party, another party directly or indirectly Controlling, Controlled by or under common Control with such Party.
Agreement	has the meaning ascribed to it in paragraph D of the recitals.
Applicable Rate	means the amount as established by the HOTEL and made available to the PROVIDER in respect of a relevant room night to be sold to a Guest on a standalone basis or as part of a Package upon the HOTEL discretion in accordance with this Agreement. This amount may include or exclude (as the case may be) depending on the relevant local regulation, any and all applicable Taxes or other charges imposed on the amount, including, without limitation and to the extent applicable, extra person fees or child fees. The Applicable Rate shall not include (i) other mandatory charges such as resort fees, resort service charges, energy fees or surcharges, safe fees, safe warranty charges, or transportation fees or other similar type of charges, (ii) incidental charges such as extras ordered by the Guest at the time of the Guest's check-in or stay such as, without limitation, mini-bar, room service, specific services, attractions and amenities, in-room movies, extra-person charges not charged at the time of booking, roll-away bed charges and telephone charges or (iii) Incidental Local Charges. Different kind of Applicable Rates may be made available such as flexible rates, non-flexible rates and selected promotional rates. The HOTEL shall decide the terms and conditions attached to each Applicable Rate (including dates, check-in and check-out times, restrictions, modification and cancellation policies, bed type, number of guests, breakfast).
Booking	means a direct booking of accommodation services offered by the HOTEL on a standalone basis or as part of a Package and validly completed by a Guest through the PROVIDER Distribution Channels in accordance with this Agreement.
Confidential Information	has the meaning ascribed to it under Article 19.1.
Control	means the control of (i) more than 50% of the voting power to elect the directors or the members of any management body of a relevant entity, or (ii) ownership of more than 50% of the ownership interest in a relevant entity.
Effective Date	1 November 2024
Force Majeure Event	means an event beyond the control of one Party, which could not reasonably have been foreseen and which effects cannot be avoided by appropriate measures, preventing this Party from performing its obligations performed under this Agreement.
Guest	means the end customer who makes a Booking on an individual basis in accordance with



	this Agreement, provided that the end customer is a natural person.
Incidental Local Charges	means any city, state, local or national accommodation taxes, levies, surcharges, duties, and other mandatory local charges applicable under local laws or regulations to accommodation services, which are not required under applicable laws to be included in the information related to amounts payable to be communicated to the Guests at the time of booking.
Intellectual Property	means all intellectual property rights (whether registered or unregistered and existing anywhere in any jurisdiction) such as trademarks, trade names, designs, patents, copyrights, domain names, sub-domain names, protection conferred to software and database rights, forming part of and used in connection with the Parties' respective businesses.
Losses	has the meaning ascribed to it under Article 15.1.
Net Room Night	means a consumed room night (price net of Taxes and any Incidental Local Charges) which has not been cancelled nor modified by the Provider, its Affiliates or the Guest prior to the check-in date in accordance with the terms and conditions attached to the relevant Applicable Rate and which has been duly paid and not subject to any dispute.
New Brand	has the meaning ascribed to it under Article Error! Reference source not found..
No Show	means the situation where a Guest who has made a Booking does not show up without having cancelled his reservation in accordance with the cancellation rules attached to the Applicable Rate.
Onward Intermediaries	means the companies, organizations, businesses, individuals or other entities contracting with the PROVIDER or its Affiliates (and any subsequent distributor or subcontractor thereof) that offer intermediation services with a view to facilitating direct Bookings in accordance with this Agreement. For the avoidance of doubt, while the Onward Intermediaries might also be named "affiliates" in the business language, these intermediaries shall be deemed as "Onward Intermediaries" under this Agreement.
Package	means a combination of (i) accommodation services made available to the PROVIDER by the HOTEL under this Agreement and (ii) at least one other travel service (such as flight, train, boat, carriage of passengers, rental of cars or any other tourist service) for the purpose of the same trip or holiday if the accommodation services (including breakfast) account for 25% or more of the value of the combination and the combination is booked as a whole by the Guest.
HOTEL	means a Property available for booking through the PROVIDER Distribution Channels pursuant to this Agreement.
Hotel Description	means data pertaining to the HOTEL including supplier details, rates (including any taxes and other mandatory charges, which are required under applicable laws to be included in the amounts payable by Guests), property, room and venue descriptions (such as facilities, attractions, services and amenities), photographs and any other promotional media such as video, cancellation policies, geo codes and star ratings listed by the HOTEL that are made available to the PROVIDER and its Affiliates in accordance with this Agreement.
Property	means any hotel, dormitory, resort or residence which is owned, managed, franchised, operated or otherwise distributed by ACCOR.
PROVIDER Distribution Channels	means the intermediation services operated by the PROVIDER or its Affiliates or the Onward Intermediaries to facilitate direct Bookings under this Agreement. Schedule 1 provides the list of the Provider's websites and a non-exhaustive list of the Onward Intermediaries' websites.
PROVIDER System	means the software, databases, products, and other components and interactive devices that make up the services provided by the PROVIDER and/or any of its Affiliates for the purpose of offering its online intermediation services with a view to facilitate direct bookings between the HOTEL and Guests.
Rate Agreement	means an agreement entered into by the PROVIDER and the HOTEL in accordance with Article 6 of this Agreement relating inter alia to individually negotiated rates, availabilities, and terms and conditions.
Remittance	has the meaning ascribed to it under Article 9
Remuneration	Means the amount calculated with the percentages set out in Schedule 5 as applicable which compensate the PROVIDER for its online intermediation services in accordance with this Agreement.
Sanctioned Country	means any country or territory which is, or whose government is, the subject of Sanctions broadly prohibiting dealings with it. As of the Effective Date, the Parties agree that the



	countries subject to such sanctions are Crimea, Cuba, Iran, North Korea and Syria [to be updated in accordance with the information made available by the compliance team].
Sanctions	means any economic, financial or trade sanctions laws, regulations, embargoes or other restrictive measures adopted, administered, enacted or enforced by any Sanctions Authority.
Sanctions Authority	means the United Nations Security Council (UN), the European Union (EU) (including any of its Member States), Her Majesty's Treasury (UK HMT) or the United States Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC), the U.S. Department of State (DOS) or the Bureau of Industry and Security of the US department of Commerce (BIS)), or any other governmental institution or agency of any of the foregoing.
Specific Marks	means any term which is the same as or confusingly similar to any trade name, trademark, domain name, sub-domain name or term that distinguishes the HOTEL or HOTEL products and services from its competitors or any distinctive name identifying the HOTEL or HOTEL products and services, that the PROVIDER knows or should reasonably know belongs or is related to the HOTEL.
Suspension Period	has the meaning ascribed to it under Article 6.6.
Taxes	means any taxes, levies, imports, duties, charges, fees or withholding taxes (including value added tax goods and services tax (GST)) of any nature now or hereafter imposed by any governmental, fiscal or other authority.
Term	has the meaning ascribed to it under Article 11.1.
Virtual Credit Card	has the meaning ascribed to it in <u>Schedule 8</u> .
1.2. Interpretation	The Parties agree that the provisions contained in the recitals form an integral part of the Agreement. Except as otherwise expressly set forth herein, all references to a number of days shall be to calendar days.
2. PURPOSE	
2.1.	This Agreement defines the terms and conditions on which the HOTEL, purchases intermediation services offered by the PROVIDER with a view to facilitating direct Bookings by Guests through the PROVIDER Distribution Channels.
2.2.	No exclusivity is granted to either Party under this Agreement.
2.3.	The HOTEL shall have sole control over the number, type of accommodation services and the Applicable Rate made available to the PROVIDER and its Affiliates pursuant to this Agreement in line with its own revenue management strategy and internal policies. In particular, nothing in this Agreement shall oblige the HOTEL to provide last room availability or any kind of price or condition parity to the Provider, its Affiliates and Onward Intermediaries.
2.4.	Nothing in this Agreement shall constitute a sale, resale or rental of accommodation services from the HOTEL to or by the PROVIDER, its Affiliates or Onward Intermediaries. The Parties acknowledge and agree that (i) the PROVIDER, its Affiliates and Onward Intermediaries merely provide intermediation services with a view to facilitating direct bookings of accommodation services between the HOTEL and Guests, irrespective of whether and where the transactions are ultimately concluded, (ii) the PROVIDER, its Affiliates and Onward Intermediaries bear no risks of loss with respect to any accommodation services made available under this Agreement, and (iii) Guests are legally and financially responsible for their respective charges.
3. SCOPE	
3.1.	The Provider, its Affiliates and Onward Intermediaries shall not be entitled to act in the name or on behalf of the HOTEL in any manner, for any purpose, except as expressly set forth in this Agreement.
3.2.	This Agreement does not define the terms and conditions applicable to the distribution of accommodation services made available to groups or to corporate customers travelling for business purposes, for which different terms and conditions apply in line with ACCOR's distribution strategy and internal policies.
4. DUTIES OF THE PROVIDER	
4.1.	During the term of this Agreement, the PROVIDER shall (and, where relevant, shall cause its Affiliates and Onward Intermediaries to): - Make all its best efforts to look after ACCOR's interests in good faith, perform its intermediation services under this Agreement dutifully with the goal of maximizing the number of Bookings and enhancing the goodwill of the HOTEL; - Display and regularly update on the PROVIDER Distribution Channels the information related to the accommodation services (e.g., the Description, the Applicable Rates and room availability) as originally entered by the relevant the HOTEL or any other tool made available to the PROVIDER by ACCOR and facilitate the completion of Bookings accordingly in order to (i) not disadvantage the HOTEL (e.g. with deterioration of the Hotel Description) and (ii) avoid content inconsistencies and double bookings; - Ensure that accommodation services made available to the PROVIDER and its Affiliates by Participating Properties under this Agreement are exclusively booked by Guests travelling for leisure purposes; - Ensure that Bookings are limited to individual bookings (<i>i.e.</i>, one or multiple bookings of less than seven (7) rooms in total) and shall not be distributed to groups (<i>i.e.</i>, one or multiple bookings of more than seven (7) rooms in total) to which different terms and conditions apply;



- v. Ensure that the Applicable Rates made available under this Agreement to be sold exclusively in full compliance with the terms as set forth in Article 6 of this Agreement;
 - vi. Inform and make available to each Guest, at the latest at the time of booking, in accordance with applicable laws, the terms and conditions (including cancellation policies and additional supplements) attached to each Applicable Rate as well as the standard accommodation rules and policies of the Participating Properties as further described in Schedule 3;
 - vii. Bear its own costs inherent to its activity as PROVIDER of intermediation services, including the costs incurred for connecting the PROVIDER System to ACCOR Databases and the costs for promoting the accommodation services and processing Bookings through the PROVIDER Distribution Channels under this Agreement;
 - viii. Respect ACCOR's role of coordinator as a Hotel Chain Partner by contacting the HOTEL in accordance with the terms and conditions of the Agreement;
 - ix. Comply and ensure the Onward Intermediaries comply with applicable national and local laws and regulations relating to the online intermediation services and in particular the online payment services, the facilitation of booking of accommodation and/or travel services, and all relevant consumer protection laws;
 - x. Provide ACCOR and the HOTEL with performance reports (distinguishing *inter alia* performance by country, domestic/outbound flows, corporate/leisure customers, Affiliates/Onward Intermediaries) on a monthly basis; these reports shall detail the production with the room nights, revenue, average rate, length of stay, point of sale, content score, fair share comparisons and other relevant statistics as defined by ACCOR, over a 12-month rolling basis;
- 4.2. Any violation by the Provider, its Affiliates or Onward Intermediaries of any of the foregoing shall be deemed a material breach of this Agreement.

5. DUTIES OF THE HOTEL

- 5.1. During the term of this Agreement, the hotel shall:
- i. Make its best efforts to encourage Properties to become Participating Properties under this Agreement;
 - ii. Give the PROVIDER access to HOTEL Databases in accordance with this Agreement, including to all information relating to the Hotel Description and, where relevant, the Incidental Local Charges and Taxes;
 - iii. Make the Applicable Rates available to the PROVIDER in accordance with the terms of this Agreement;
 - iv. Ensure that the Hotel Description is accurate, up-to-date and not misleading;
 - v. Honor any Booking validly completed through the PROVIDER Distribution Channels in accordance with the terms of this Agreement;
 - vi. Ensure that all services, facilities and amenities as offered or advertised by the HOTEL shall be made available to Guests (except in case of temporary construction or restoration works or a Force Majeure event as described in Article 12). In such case, the HOTEL shall provide a written notification to PROVIDER of:
 - a) any HOTEL's withdrawal or intended withdrawal of services, facilities or amenities;
 - b) any building or public work carried out in the immediate vicinity of the HOTEL (including, without limitation, any refurbishment, renovation or other operation which may significantly affect the quality of a Guest's stay);with a view to enabling the PROVIDER to promptly inform the Guest prior to travel and give the Guest the option to book an alternative accommodation, as the case may be.
 - vii. Comply with applicable national and local laws and regulations relating to accommodation services, including all relevant consumer protection laws, fire, health and safety regulations.
- 5.2. Any violation by the HOTEL, as the case may be, of any of the foregoing shall be deemed a material breach of this Agreement.

6. APPLICABLE RATES

- 6.1. Applicable Rates shall be made available by the HOTEL to the PROVIDER as described in Schedule 5 or in any Rate Agreement entered into between the HOTEL and the PROVIDER in accordance with this Agreement with respect to accommodation services made available to the PROVIDER under a static model.
- 6.2. Whatever distribution model applies (static) - as for the provisions of the following paragraphs of this Article, the PROVIDER acknowledges and agrees that the Applicable Rates apply to bookings for leisure purposes only.
- 6.3. The PROVIDER shall not impose a fixed or minimum price for the Bookings that it intermediates.
- 6.4. When the Applicable Rate is made available as a "Package rate", the PROVIDER acknowledges and agrees (i) that Participating Properties' accommodation services shall be sold exclusively as part of a Package and (ii) that the Applicable Rates shall under no circumstances, be disclosed or made apparent to Guests or to the public, directly or indirectly, other than expressly set forth under this Agreement. As a result, The PROVIDER shall ensure (and, where relevant, shall procure that its Affiliates or Onward Intermediaries shall ensure) that the Applicable Rates made available to be sold as part of a Package are not disclosed or made apparent to Guests or to the public, directly or indirectly, other than expressly set forth under this Agreement.
- 6.5. In case of a breach of Articles 6.3 and 6.4 above, the HOTEL may give the PROVIDER notice by email identifying the issue and requesting to take all necessary steps so that the violation be remedied to the satisfaction of the HOTEL within seventy two (72) hours after the PROVIDER's receipt of the HOTEL notice by email.
- 6.6. If the breach is not remedied in accordance with Article 6.4, the HOTEL shall be entitled to partly or fully discontinue the Provider's ability to offer Bookings at all or some of the Participating Properties under this Agreement during thirty (30) days after the Provider's failure to remedy the violation (the "**Suspension Period**").
- 6.7. If the breach remains being not remedied to the satisfaction of the HOTEL at the expiry of the Suspension Period, or if another violation of Article 6.2 occurs subsequently, the HOTEL shall be entitled to opt out from this Agreement and shall be entitled to terminate this Agreement in accordance with Article 11.2 hereunder.



- 6.8. The foregoing shall not limit any other right or remedy of the HOTEL available under this Agreement, or any right or remedy that the HOTEL may be entitled to pursue, independent of this Agreement, directly against the Onward Intermediaries. In particular, the foregoing shall not limit the right of the HOTEL to claim full indemnification for any Losses suffered by the HOTEL arising from a breach of Article 6, including any amount paid by HOTEL to a Guest as a result of the inconsistency between the room rates and/or availability displayed through the PROVIDER Distribution Channels and on ACCOR and/or HOTEL's own booking or distribution channels (including any "Best Price Guarantee" claim submitted by a Guest).

7. BOOKING PROCESS

- 7.1. Upon each Booking, the PROVIDER shall send to the HOTEL a booking request of accommodation services either in writing (by email or fax) or via a channel manager (*i.e.*, a switch service which enables transfer of booking data between the PROVIDER System and the HOTEL'S own booking or distribution systems).
- 7.2. Whatever distribution model applies (static) - upon each Booking, the PROVIDER shall issue to the Guest a voucher or a booking confirmation as the case may be, corresponding to accommodation services booked in the HOTEL pursuant to this Agreement. The voucher or the booking confirmation shall specify for each Booking (without limitation): (i) the corporate name of the PROVIDER and its local legal ID, (ii) the number of Guests, (iii) their names, (iv) the number of rooms, (v) the Guests' check-in date, (vi) the Guests' check-out date, (vii) the number of nights booked, (viii) the name of the HOTEL and (ix) the type of services covered.
- 7.3. The PROVIDER shall submit to the HOTEL a sample voucher or a booking confirmation for prior approval.
- 7.4. Vouchers or booking confirmations shall be presented at the HOTEL reception desk by the Guest upon check-in. Failure to do so shall result in the Guest being charged by the HOTEL for the full amount of the service at the public rate to be paid by the Guest before check-out, without prejudice to any applicable Taxes and Local Incidental Charges.

8. BOOKING CONDITIONS

- 8.1. Whatever distribution model applies (static), the PROVIDER shall ensure that the Guests have permanent access to all the terms and conditions applicable to the Booking including the conditions under which vouchers or booking confirmations are to be issued and used by the Guests as well as modification and cancellations policies.
- 8.2. If the HOTEL is unable to honour a Guest's reservation due to a Force Majeure Event, or an exceptional event, the HOTEL reserves the right to relocate and transport the Guest to alternative accommodation of equivalent quality in the immediate area. If needed and from time to time, the HOTEL may solicit the Provider's assistance to relocate the Guest in accordance with the HOTEL's rules. In any case, the PROVIDER must obtain the HOTEL's prior approval before validating the final relocation. In case of relocation as described in this paragraph, the reasonable expenses relating to the transfer (additional cost of the rooms, transportation and a phone call) between the two hotels shall be payable by the HOTEL in accordance with the existing standard procedure of the HOTEL, and shall not be liable to pay any other compensation whatsoever to any party.

9. PAYMENTS

- 9.1. For each room night covered by a Booking under a static model, the PROVIDER collects the payment from the Guest (*i.e.*, the PROVIDER is the merchant) and the PROVIDER shall remit to the HOTEL an amount equal to the Applicable Rate, net of the discount (the "Discount") as defined in Schedule 5 or in any specific Rate Agreement and any applicable charges or Taxes charged to the Guest by the PROVIDER (the "Remittance").
- 9.2. If a virtual credit card ("**Virtual Credit Card**") is available to the HOTEL, the PROVIDER shall remit to the HOTEL the Remittance via a Virtual Credit Card. Depending on the applicable commercial conditions, the relevant HOTEL shall charge the Virtual Credit Card for the Remittance as set forth in Schedule 8.
- 9.3. If a Virtual Credit Card is not available to the HOTEL, upon check-out of the Guest, the HOTEL shall issue an invoice to the PROVIDER on the basis of the Applicable Rates with the applicable Taxes and Incidental Local Charges.
- 9.4. An invoice may combine all amounts due with respect to the accommodation services rendered under all given Bookings completed during a relevant period of time.
- 9.5. Only bank transfers shall be accepted for the settlement of invoices and down payments with specification of the invoices settled. Bank charges associated with the settlement of invoices shall be borne by the PROVIDER. Any other means of payment proposed by the PROVIDER instead of bank transfer (*e.g.*, cheques issued by a bank established in the country in which the accommodation takes place) is subject to HOTEL's prior written approval. Bills of exchange and cheques not issued by a bank established in the country in which the HOTEL is located shall not be accepted as a method of payment.
- 9.6. In the event of non-payment by the contractual due date, late payment penalties shall be due as specified by the HOTEL as set forth in Schedule 5 and Schedule 8.
- 9.7. The Parties further agree that:
- The payment currency used by the PROVIDER shall be the same as the Booking currency;
 - Guests shall be responsible for all Incidental Local Charges and any other extra expenses ordered and/or consumed by the Guests (such as, telephone, minibar, *etc.*) to be settled directly with the HOTEL;
 - In case of non-payment of any amount that might be due by the Guest to the HOTEL under this Agreement, the PROVIDER shall make its best efforts to assist the HOTEL in obtaining payment from the Guest;
 - Promotional offers (*e.g.*, 3 nights for 2) or grant of free night(s) shall not interfere with the application of the Taxes and Incidental Local Charges which will be systematically invoiced in accordance with the applicable tax rules (such as tourist tax based on the total number of Guests and for each night spent in the HOTEL).
- 9.8. In the event of a No-Show, in the absence of a cancellation in accordance with the terms and conditions attached to the Applicable Rate or in case of late cancellation, the HOTEL will not honor the Booking if the Guest arrives after the cancellation deadline unless otherwise agreed by the HOTEL, and:
- As regards refundable Rates, the PROVIDER shall pay to the HOTEL an amount equal to the Applicable Rate applicable to the first night of the Guest's stay, except otherwise specified by the Participating Properties;



- ii. As regards non-refundable Rates, the HOTEL shall retain, as a deposit (*arrhes*) (within the meaning of articles 1590 of the French Civil Code and L 214-1 of the French Consumer Code), the total of the sums paid by the Guest at the time of its Booking.
- 9.9. The Remittance shall not include (i) other mandatory charges such as, without limitation, resort fees, resort service charges, energy fees or surcharges, safe fees, safe warranty charges, or transportation fees, (ii) incidental charges such as, without limitation, mini-bar, room service, in-room movies, extra-person charges not charged at the time of booking, roll-away bed charges and telephone charges, or (iii) Incidental Local Charges.
- 9.10. The HOTEL shall inform the PROVIDER in advance of the applicability of any mandatory Taxes and Incidental Local Charges so that the PROVIDER may advise Guests of the applicability thereof. The HOTEL and the PROVIDER agree to apply the Taxes and Incidental Local Charges on due time. In the rare event the applicable Taxes and Incidental Local Charges (any new Tax/Incidental Local Charges rate or a new Taxes and/or Incidental Local Charges) may increase or decrease or the collection change as imposed by Governmental and/or regulatory bodies or agencies between the date of Booking and the date of check-out, a readjustment shall be done accordingly, and Guests may be required to pay the difference to the HOTEL upon check-out. The HOTEL (as applicable) and the PROVIDER agree to work together in good faith to resolve such a scenario on a case-by-case basis.
- 9.11. The HOTEL and the PROVIDER will cooperate reasonably and in good faith in the determination and administration of each Party's tax responsibilities (collection, fulfilment, payment, withholding, remittance, etc.). Under no circumstances, the HOTEL and the PROVIDER shall recharge any cost related to the digital services tax via a gross-up on the payment invoiced or by other means.
- 9.12. The Parties acknowledge and agree that the provisions of this Article 9 represent full compensation for all of the intermediation services provided by the PROVIDER under the terms of this Agreement or which the PROVIDER may otherwise be required to provide to be able to perform the intermediation services specified in this Agreement, including all costs that the PROVIDER might incur or reasonably anticipates it will incur directly or indirectly in its capacity as intermediary with respect to the HOTEL in accordance with this Agreement, including costs in respect of IT costs, advertising and marketing costs and any other costs and expenses incurred by the PROVIDER at its own discretion in the ordinary course of its business in relation to its facilitation of such Bookings in accordance with the provisions of this Agreement.

10. REPRESENTATIONS AND WARRANTIES

- 10.1. Each Party warrants to the other Party that the representations and warranties contained in this Article 10 are, insofar as it is concerned, accurate as at the Effective Date or on such other date or period stated under this Agreement.
- 10.2. The PROVIDER represents, warrants and covenants to the HOTEL that:
 - i. all materials and technologies owned by PROVIDER to provide the intermediation services under this Agreement shall not violate or otherwise infringe upon the copyright, trademark, patent or other proprietary or intellectual property rights of any third party;
 - ii. it shall secure or has secured all permits, licenses, patents, consents, regulatory approvals and registrations required to deliver the intermediation services under this Agreement;
 - iii. it shall perform the intermediation services hereunder in a timely and professional manner using state-of-the-art technology and competent personnel having expertise suitable to their assignments;
 - iv. it shall, at its own expense, comply with all applicable laws, rules, guidelines and regulations governing the provision of its intermediation services under this Agreement, and in particular, to the extent applicable, with Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements and all relevant implementations of it and any other current or future laws relating to package travel;
 - v. it has implemented commercially reasonable measures in line with industry standards to prevent any services relating to the PROVIDER System and Connectivity from including or interacting with malware, viruses, worms, Trojan horses, bots (e.g., bots that artificially raise click rates), and other harmful code, to the extent applicable.
- 10.3. Each Party represents, warrants and covenants for itself to the other that:
 - i. it has the authority to enter into and perform this Agreement;
 - ii. it is not insolvent (*en état de cessation des paiements*) or subject to any safeguard (including accelerated safeguard), bankruptcy, liquidation or equivalent proceedings under any applicable insolvency law, including any procedure that aims to prevent or resolve business difficulties (*prévention et règlement amiable des difficultés des entreprises*);
 - iii. its execution, delivery and performance of this Agreement and provision of the relevant services under this Agreement does not violate any agreement to which it is a party or violate any laws, rules, guidelines and regulations or governmental orders;
 - iv. neither the entry into nor the performance of this Agreement constitutes or triggers or will constitute or trigger (i) a violation of any term or provision of the by-laws or equivalent constitutional documents of such Party; or (ii) a violation of, or a default under, any agreement binding upon such Party; or (iii) a violation by such Party of any applicable law or governmental authorization applicable to such Party or any of its assets, other than, for (ii) and (iii), any violation or default which would not impair its ability to perform its obligations under this Agreement;
 - v. any services performed under this Agreement shall be provided in a diligent, workmanlike manner in accordance with industry standards applicable to the performance of such services. Notwithstanding any other provision in this Agreement, in the event that either Party's services fail to conform at any time to the above warranties, upon the other Party's request, such Party must, without charge, promptly cure the cause of such failure;
 - vi. the Party complies with applicable anti-bribery, anti-corruption or anti-money laundering laws or regulations and no investigation, action, suit or proceeding by or before any court, or governmental agency, authority or body, or any arbitrator, involving the Party with respect to applicable anti-bribery, anti-corruption or anti-money laundering laws or regulations is pending or, [to the best knowledge of the Party], threatened.



- vii. neither the Party, nor as far as the Party is aware (i) any Affiliates of the Party, (ii) any employee, director or officer of the Party or (iii) any director or officer of any Affiliates of the Party, (1) is currently the target of Sanctions or permanently resident or incorporated under the laws of a Sanctioned Country to the extent such residency or incorporation constitutes a breach of applicable Sanctions or (2) conducts its business and operations in violation of Sanctions, and no investigation, action, suit or proceeding by or before any court, or governmental agency, authority or body, or any arbitrator, involving the Party with respect to Sanctions is pending or, [to the best knowledge of the Party], threatened.

10.4. The foregoing shall apply, where relevant, to the Provider, its Affiliates and Onward Intermediaries.

11. TERM - TERMINATION

11.1. Term

The initial term of this Agreement shall end one (1) year after the Effective Date (the initial term, the “Term”).

11.2. Termination

Unless otherwise provided herein, any Party or otherwise specified, may terminate the Agreement:

- i. at any time upon thirty (30) days prior notice;
- ii. in the event of a material breach by the other Party of its obligations set forth under this Agreement that has not been remedied within thirty (30) days of receiving notice of such breach, with immediate effect upon notice stating the absence of remediation; furthermore, ACCOR shall be entitled to partly or fully discontinue access to HOTEL with immediate effect and without notice for so long as the material breach has not been remedied by the PROVIDER to ACCOR’s satisfaction;
- iii. in the event of a change of Control of the PROVIDER or its Affiliates within one (1) month of such change of Control with a thirty (30) day-notice;
- iv. in the event of an unauthorized assignment of this Agreement by the Provider, with immediate effect and without prejudice;
- v. in the event of failure to comply with Article 10.3(vi) and (vii) and Article 17 by the Provider, with immediate effect from the date of notification and without prejudice.

Termination of this Agreement shall not affect any rights, remedies or obligations of the Parties that have accrued or become due prior to Termination.

The Parties further agree that:

- i. Expiration or Termination of this Agreement as between the HOTEL and the PROVIDER shall automatically cause the Agreement to expire or terminate (as applicable) unless otherwise agreed by the Parties;

Termination of this Agreement shall not affect the provisions of Article 19.1 (*Confidentiality*) which shall remain in force after such termination pursuant to their terms. Upon Termination of this Agreement, each Party shall destroy all of the other Party’s Confidential Information that such Party may have in its possession or control, upon the other Party’s request.

The rights, duties and responsibilities of the Parties shall continue in full force and effect during any termination notice period unless otherwise instructed by the HOTEL in writing. In particular, the HOTEL shall honour any Booking completed in accordance with this Agreement prior to Termination of this Agreement.

The provisions of this Article 11.2 shall apply *mutatis mutandis* to any Rate Agreement.

12. FORCE MAJEURE

12.1. Force Majeure Event between the HOTEL and the Provider

Neither Party shall be liable in case of a failure to perform or a delay in the performance of its obligations hereunder due to a Force Majeure Event which was unforeseeable at the execution date of this Agreement.

The Party affected by the Force Majeure Event shall notify the other Party as soon as reasonably possible of the occurrence of the Force Majeure Event in accordance with Article 19.2 herein. Such notice shall detail how the Force Majeure Event prevents the performance of its obligations hereunder.

As from the occurrence of said notification, the Parties’ respective obligations shall be suspended during the time of the Force Majeure Event, and neither Party shall incur any liability in this regard. However, in any event, the affected Party shall make its best efforts to mitigate the effects of such Force Majeure Event.

In any event, each Party shall bear all its own expenses resulting from the occurrence of the Force Majeure Event.

12.2. Force Majeure Event between the HOTEL and a Guest

The HOTEL or a Guest shall not be liable in case of a failure to perform or a delay in the performance of its obligations hereunder due to a Force Majeure Event which was unforeseeable at the time of the Booking.

In any event, for any Booking, as the PROVIDER acts as an intermediary between the HOTEL and the Guest for the only purpose of facilitating Bookings, the PROVIDER cannot and is not authorized hereunder to grant additional rights to the Guest than granted by the HOTEL under the Booking and as such, the PROVIDER is not authorized to and shall not determine whether a Force Majeure Event has occurred in relation to a Booking in the name or on behalf of the HOTEL and/or a Guest, such determination being left to the HOTEL’s sole discretion. In this regard, should the HOTEL and/or a Guest invoke a Force Majeure Event in relation to a Booking, the PROVIDER shall only convey any exchanges of information related thereto to the HOTEL and/or the Guest.

Any breach of the foregoing by the PROVIDER shall be at the Provider’s entire responsibility and the PROVIDER shall indemnify the HOTEL of any and all costs incurred in this regard.

If the HOTEL is unable to honour a Guest’s reservation due to a Force Majeure Event, or an exceptional event, the HOTEL reserves the right to relocate and transport the Guest as set forth in Article 8.2 herein.

13. INTELLECTUAL PROPERTY



13.1. License

- 13.1.1. ACCOR invests heavily in brand-building, including by investments in broad scale advertising and customer service, in order to maintain the consistency of its distribution network and the quality image of its accommodation services and brands, to avoid consumer confusion as to source and affiliation and to acquire or preserve a reputation capable of attracting Providers and retaining their loyalty. As a result, ACCOR actively protects its Intellectual Property, including the Specific Marks, from infringement and dilution both offline and online, either directly or indirectly.
- 13.1.2. Against that background, the HOTEL hereby grants to the PROVIDER a non-exclusive, non-transferable, worldwide, royalty-free license, to use, display and publish the HOTEL Intellectual Property, including the names, logos, trademarks, images and other intellectual property rights from the Hotel Description or provided the HOTEL (including photographs), solely with a view of facilitating direct Bookings by Guests of the accommodation services made available under this Agreement.
- 13.1.3. The PROVIDER is authorized to sublicense HOTEL Intellectual Property solely to its Affiliates and Onward Intermediaries and under the same terms and conditions of this Agreement.
- 13.1.4. Such license shall be subject to generally applicable HOTEL Intellectual Property guidelines as amended from time to time and shall expire immediately upon termination of the Agreement or, with respect to the Intellectual Property rights of a given HOTEL, the date on which such Property ceases to be a HOTEL, whichever is sooner.
- 13.1.5. Subject to Article 19.1 (*Confidentiality*), the PROVIDER shall not use or disclose any of the trade secrets, algorithms, inventions, or technology revealed or embodied by HOTEL Intellectual Property and the HOTEL Description, except as is strictly necessary and proper to provide the facilitation and intermediation services under this Agreement.
- 13.1.6. Notwithstanding the license rights expressly granted to the Provider, nothing in this Agreement shall give either Party any right, title or interest in or to the other Party's Intellectual Property. Neither Party shall register any trade names, trademarks or domain names containing any of the other Party's (or HOTEL's) Intellectual Property.
- 13.1.7. The PROVIDER acknowledges and agrees that any information, data, content, materials, website terms and conditions, policies or guidelines provided by the HOTEL or by any third party at the direction of the HOTEL in connection with this Agreement, and any other Intellectual Property owned by the HOTEL uploaded or otherwise published via digital media by any recipient of a web page, advertisement or other content related to the HOTEL, are the HOTEL's sole and exclusive property.

13.2. Advertising

- 13.2.1. In accordance with Article 13.1.1, the HOTEL, instructs the PROVIDER to ensure (and the PROVIDER shall cause its Affiliates and Onward Intermediaries) that no advertisement, promotional or marketing item, material or action designed and/or displayed in relation with HOTEL's products and services beyond the necessary use to designate the HOTEL, offline and/or online, shall reproduce, use or benefit from a Specific Mark unless jointly approved in writing with the HOTEL.
- 13.2.2. The PROVIDER shall ensure that any use of HOTEL's Intellectual Property, if any, by the Provider, its Affiliates and Onward Intermediaries shall not substantially interfere with HOTEL's own use of its Intellectual Property to acquire or preserve a reputation capable of attracting customers and retaining their loyalty, and the Provider, its Affiliates and Onward Intermediaries shall not take unfair advantage of the distinctive character or repute of HOTEL's Intellectual Property nor engage in any advertising which would be detrimental to such distinctive character or repute.
- 13.2.3. As a result, as a condition of HOTEL acquiring intermediation services from the PROVIDER pursuant to this Agreement, the PROVIDER shall (i) use (and shall cause its Affiliates and Onward Intermediaries to use) HOTEL's Intellectual Property (including any Specific Mark) in relation to any form of online targeted advertising services, including any paid search advertising services, provided that HOTEL' has given its prior written approval to use or bid on Specific Marks, to target a well-identified public in a number of countries and for a specific period of time in a manner consistent with HOTEL's distribution strategy and legitimate business interests.
- 13.2.4. Notwithstanding the foregoing, nothing in this Agreement shall prevent the effective use of the internet or of any entire online advertising channel by the Provider, its Affiliates and Onward Intermediaries to promote and market online the HOTEL' accommodation services with a view to facilitating direct Bookings between HOTEL and Guests. In particular, nothing in this Agreement shall prohibit the Provider, its Affiliates and Onward Intermediaries from bidding on and/or purchasing keywords for reasons unrelated to the provision of intermediation services under this Agreement, including (i) bidding on and/or purchasing keywords that pertain to geographical destinations, (ii) bidding on and/or purchasing keywords that will be used in a descriptive or generic manner, (iii) bidding on and/or purchasing keywords or using ad text that is unrelated to HOTEL' products or services which happen to be a duplication of any portion of HOTEL Intellectual Property or (iv) bidding on and/or purchasing keywords or using ad text related to third party marks which happen to be a duplication of any portion of the Specific Marks provided that the ad text is unrelated to HOTEL' products or services.
- 13.2.5. For the purpose of this Article 13.2:
- i. Source codes of the PROVIDER Distribution Channels, such as HTML source code, are considered as promotional and marketing items; and
 - ii. Hyperlinks pointing to the PROVIDER Distribution Channels, including hyperlinks automatically generated by Internet users through the use of web applications, including buttons such as "Like buttons", are considered as promotional and marketing items.
- 13.2.6. The PROVIDER shall not use and shall use commercially reasonable efforts to provide notice to any third party acting on behalf of the PROVIDER (including its Affiliates and Onward Intermediaries) that it shall not use, any Predatory Advertising Methods designed to redirect traffic from HOTEL's current or future sites. As used herein, a "**Predatory Advertising Method**" is an advertising method that creates or overlays links or banners on websites, spawns browser windows, or utilizes any other method to generate traffic from either HOTEL sites without ACCOR's knowledge, permission or participation.
- 13.2.7. Any violation by the Provider, its Affiliates and/or Onward Intermediaries, as the case may be, of any the foregoing shall be deemed a material breach of this Agreement.

14. PERSONAL DATA PROTECTION



- 14.1. In this section, the terms “**Personal Data**”, “**Data Subject**”, and “**Data Controller**” shall have the meanings set forth in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter, the “**GDPR**”).
- 14.2. In connection with the performance of the intermediation services under this Agreement, the Provider, the HOTEL are not entering into a relationship of joint controllership regarding Personal Data. Each entity solely determines the purposes and means of the data processing needed to pursue their respective commercial activities, PROVIDER as a PROVIDER of online intermediation services, ACCOR as a hotel chain and the HOTEL as an accommodation establishment.
- 14.3. Consequently, the Provider, ACCOR and the Participating Properties (each acting as an independent Data Controller) undertakes to process and transmit Personal Data only in compliance with all data security and data protection laws applicable to it, in particular the GDPR. To this end:
- i. each Data Controller undertakes to personally file the statements, notices or applications for authorization or to keep the records of processing activities for which it is responsible and which may be required under applicable law;
 - ii. each Data Controller undertakes to process Personal Data lawfully, fairly and in a transparent manner in relation to the Data Subject and to collect Personal Data for specified, explicit and legitimate purposes;
 - iii. each Data Controller undertakes to process Personal Data which are adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed and to keep such data accurate and up to date;
 - iv. each Data Controller recognizes that each Data Subject has the possibility of effectively exercising his/her rights of access to, rectification, cancellation of his/her Personal Data and opposition to the use of his/her Personal Data and implements free and straightforward procedures to this end; each Data Controller undertakes to communicate to the other any request it may directly receive from a Data Subject who wishes to exercise his/her rights to access, rectify, cancel or oppose the use of Personal Data relating to him/her and that makes express reference to one other Data Controller;
 - v. each Data Controller undertakes not to keep Personal Data in a form which permits identification of Data Subjects for longer than is necessary for the purposes for which the data were collected or for which they are further processed;
 - vi. each Data Controller agrees that it has in place and will maintain, or will establish and maintain, adequate security procedures and controls to prevent the unintended disclosure of, and the unauthorized access to or misappropriation of, any Personal Data or information of any Guest.

15. INDEMNIFICATION

15.1. PROVIDER Indemnification

Subject to Article 15.3, the PROVIDER shall defend, indemnify and hold harmless ACCOR, the HOTEL, their Affiliates and respective officers, directors, employees and shareholders from and against (and pay the full amount of) all third party claims, demands, suits, causes of action, judgments, liabilities, costs, losses and expenses (including reasonable attorneys’ fees) (collectively, “**Losses**”), which any of them may suffer, incur or pay out, in whole or in part, to the extent by reason of, or to the extent in connection with, the following:

- i. the intermediation services provided under this Agreement by the PROVIDER (including, where relevant, its Affiliates and Onward Intermediaries) and any of their respective suppliers or personnel (except to the extent such Losses are caused by any inaccuracy, incompleteness or impropriety of information provided to the PROVIDER by the HOTEL);
- ii. any alleged or actual violation by the PROVIDER (including, where relevant, its Affiliates and Onward Intermediaries) of any applicable law of any applicable jurisdiction;
- iii. any claim by a subcontractor or any third party arising out of agreements between the PROVIDER and such parties that are made in furtherance of the Provider’s services under this Agreement;
- iv. any breach of the Provider’s representations, warranties, covenants and obligations set forth in this Agreement; or
- v. acts or omissions by the PROVIDER (including, where relevant, its Affiliates and Onward Intermediaries) of negligence or willful misconduct.

15.2. HOTEL Indemnification

Subject to Article 15.3, the HOTEL shall defend, indemnify and hold harmless the Provider, its Affiliates and their respective officers, directors, employees and shareholders from and against (and pay the full amount of) all Losses, which any of them may suffer, incur or pay out, to the extent by reason of, or to the extent in connection with, the following:

- i. any breach of ACCOR representations, warranties and covenants set forth in this Agreement; or
- ii. acts or omissions by the HOTEL of gross negligence or willful misconduct.

The PROVIDER acknowledges and agrees that (i) ACCOR shall not be liable for the acts or omissions of the HOTEL; (ii) the HOTEL shall not be liable for the acts or omissions of any nor of ACCOR; and (iii) the Provider’s sole recourse if any Losses arise under this Agreement is to the party whose acts or omissions gave rise to the Loss hereabove.

15.3. Indemnification Process

In the event of a third party claim or action for which a Party is entitled to indemnification under Article 15.1 or 15.2 above, the indemnifying party shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise unless otherwise mutually agreed in writing by the Parties, provided, however, that neither Party shall have the right to bind the other Party to any settlement or agreement without its prior written consent, which consent shall not be unreasonably withheld or delayed.

Each Party shall give the other prompt notice of any written risk, warning or notice of any such claim or action, and copies of all papers served upon or received by such Party regarding the same. The failure of the indemnified party to give prompt notice of



any third-party claim shall not release, waive or otherwise affect the indemnifying party's obligations with respect thereto except to the extent that the indemnifying party can demonstrate actual loss and prejudice as a result of such failure. The indemnified party shall provide reasonable assistance to the indemnifying party, at the indemnifying party's expense, regarding the defense of such claim or action.

15.4. Liability

- 18.4.1. In no event shall the HOTEL be liable to the PROVIDER for indirect, consequential or punitive damages arising in connection with this Agreement.
- 18.4.2. Notwithstanding the foregoing, the HOTEL or the PROVIDER shall be liable to the others for the following damages arising in connection with this Agreement: (i) breach of its intellectual property obligations under Article 13 (Intellectual Property), (ii) breach of its advertising obligations under Article 15.2 (Advertising), (iii) breach of its personal data obligations under Article 14 (Personal Data Protection), (iv) breach of its anti-bribery and ethics obligations under Article 17 (Anti-Bribery and Ethics), (v) breach of its confidentiality obligations under Article 19.1 (Confidentiality), (vi) liability for death or personal injury caused by that Party's fraud, negligence or willful misconduct or (vii) indemnification obligations (as to third party claims or actions) as set forth in this Article 15 (Indemnification).
- 18.4.3. Except as specifically provided in this Agreement, the PROVIDER acknowledges that the HOTEL shall have no liability or responsibility whatsoever to the PROVIDER with regard to the use or inability to use ACCOR CRS or ACCOR Databases.
- 18.4.4. Notwithstanding the foregoing, under no circumstances shall ACCOR incur or assume liability in any manner whatsoever with respect to any amount or payment due or made by the HOTEL to the PROVIDER or its Affiliates pursuant to this Agreement or otherwise, including without limitation in the event of such HOTEL becoming insolvent during the Term of this Agreement.

16. INSURANCE

- 16.1. The PROVIDER shall at all times during the Term of this Agreement and for two (2) years thereafter, without limiting PROVIDER's liability to the HOTEL, maintain a liability insurance policy, with reputable insurers, for a minimum amount of five (5) million euros per claim, without limit, covering the financial consequences of its civil and professional liability. The PROVIDER shall also maintain during the whole term of the Agreement a cyber-liability insurance for the same minimum amount of five (5) million euros per claim and per year, covering the financial consequences of a breach of personal data and/or credit card protection laws. Upon request, the PROVIDER shall provide evidence of proper coverage to the satisfaction of the HOTEL and that it has duly paid the corresponding premium.
- 16.2. Properties owned by ACCOR are covered by the ACCOR Group Insurance Policy. The other Properties, including Properties franchised or managed by ACCOR, are covered by their own insurance policies contracted at the Property level. The PROVIDER shall send possible claims to each of the HOTEL with a copy to ACCOR. Guest complaints relating to accommodation services provided under this Agreement shall be handled directly at the HOTEL level in line with the HOTEL internal policies without ACCOR being involved in any manner beyond mere information purposes.
- 16.3. This Article 16 shall in no way affect the indemnification, remedies or warranty provisions of this Agreement.

17. ANTI-BRIBERY, ANTI-CORRUPTION, ANTI-MONEY LAUNDERING, SANCTIONS AND ETHICS UNDERTAKINGS

- 17.1. The Parties undertake to comply with any applicable anti-bribery, anti-corruption or anti-money laundering laws or regulations.
- 17.2. Without limiting the generality of the foregoing, the Parties undertake that, in respect of the Agreement and the matters covered therein, they shall (i) comply and (ii) ensure that their respective Affiliates, employees, officers, directors comply with all applicable anti-bribery, anti-corruption or anti-money laundering laws or regulations and that they have not given or promised to give and will not give or promise to give any money, benefit or anything of value, whether directly or through intermediaries, to or for the use of any person (private individuals as well as public officials) where such money, benefit, or thing of value would be for purposes of obtaining or retaining a commercial advantage, inducing or rewarding the recipient for acting improperly, or where it would be improper for the recipient to accept the benefit.
- Furthermore, the Parties undertake to maintain adequate policies and procedures designed to ensure such compliance at all times.
- 17.3. The Parties undertake that, in respect of the Agreement and the matters covered therein, they shall conduct their business and operations in compliance with applicable Sanctions and maintain policies and procedures designed to ensure such compliance.
- 17.4. Each Party undertakes that in performing its obligations under this Agreement it will comply with and abide by the ACCOR Ethics & CSR Charter available on <https://group.ACCOR.com/en/commitment>.
- 17.5. Failure to comply with the foregoing by a Party or an Affiliate shall be deemed to be a material breach of this Agreement giving right to early termination of this Agreement with immediate effect and without prejudice.

18. ANNUAL REVIEW

- 18.1. An annual review shall take place in the beginning of each calendar year (or such other time as the Parties agree) for the review of the prior year's performance, including a review of:
- i. the Provider's contribution to the HOTEL business results;
 - ii. the overall working relationship between the HOTEL and the Provider, including strategic initiatives roadmap to develop mutual growth opportunities for the HOTEL, with for instance marketing opportunities, connectivity, cancellation and fraud prevention;
 - iii. the Provider's execution of this Agreement;



- 18.2. Without prejudice to any right or remedy hereunder, the HOTEL and the PROVIDER shall agree on any corrective action that may need to be taken following each performance review.
- 18.3. Performance reviews shall be attended by appropriate the HOTEL and PROVIDER management representatives.

19. MISCELLANEOUS

19.1. Confidentiality

The Parties shall treat as confidential and not disclose to any third party (other than their Affiliates on a need-to-know basis) the existence of this Agreement, the content of this Agreement, the transactions consummated pursuant to this Agreement, any trade and any information concerning any of the Parties, its activities, its customers, its financial results, its development and its strategy, which is obtained directly or indirectly from the other Party in the context of or in the course of performance of this Agreement (the "**Confidential Information**").

Notwithstanding the foregoing, the HOTEL can disclose Confidential Information to any third party who need to know the Confidential Information for the purpose of assisting in and analyzing the performance of the Agreement and agree to be bound by the terms hereof as if a party to this Agreement and will protect such Confidential Information Hereinafter referred to as "**PROVIDER**" unauthorized use and disclosure.

In any case, a Party may disclose or use any Confidential Information to the extent that:

- i. such disclosure or use is expressly authorized by this Agreement to the extent strictly necessary or proper for the purposes of this Agreement;
- ii. such disclosure or use is specifically authorized with the prior written consent of the disclosing Party;
- iii. such disclosure or use is specifically required by applicable law or by a court, administrative agency or other governmental body;
- iv. such disclosure or use is necessary to defend its interests in connection with any judicial or administrative proceeding; or
- v. the relevant Confidential Information becomes publicly available, other than by a breach of this confidentiality undertaking.

provided that, prior to such disclosure or use, the receiving Party shall (i) promptly notify the disclosing Party (to the extent permitted by applicable law) to give the disclosing Party the opportunity to review, narrow or prevent such disclosure or use, and (ii) use its best endeavors to ensure that the receiving third party keeps the Confidential Information confidential and does not use the Confidential Information except for the purposes for which the disclosure is made.

Should this Agreement be voided or terminated, this Article 19.1 shall remain in full force and effect for a period of five (5) years.

19.2. Public Announcement and Publicity

The Parties shall agree on any media release, public announcement or public disclosure relating to this Agreement. The PROVIDER and its Affiliates, employees, providers and representatives shall not (and shall cause Onward Intermediaries not to), without the HOTEL's prior written consent and a potential applicable fee in each instance, use ACCOR or any of its Properties', Affiliates', divisions' or brands' names or logos, or any of its employees' or providers' names or identities, or refer to any of them in any media release, public announcement or public disclosure relating to this Agreement including any promotional materials, web sites, customer lists, referral lists or business presentation.

19.3. Notifications

Any notice or other communication required or permitted to be given hereunder shall be delivered in person, transmitted by e-mail (with a confirmation copy to be sent by registered mail, return receipt or return email requested) or sent by international courier service or by registered mail, return receipt requested, addressed as follows:

For the HOTEL:

Sales:

To the attention of:	Naruedee Treephan
Position:	Sales Manger - ibis Samui Bophut
E-mail:	Naruedee.Treephan@accor.com

Accounting:

To the attention of:	Jarinya Choochan / Piyanoot Chikaew
Position:	Financial Controller
Email:	jarinya.CHOCHAN@accor.com ; piyanoot.CHUKAEW@accor.com

Reservation:

To the attention of:	Pattaranan Boonpitchayapa
Position:	Assistant Room Division Manager
Email:	H6688@accor.com

Any such notice or other communication shall be effective upon actual receipt and a Party may at any time change its address for service from time to time by giving notice to the other Party in accordance with this Article 0.

Any notice or other communication delivered to the PROVIDER shall be deemed delivered to its Affiliates and Onward Intermediaries for the purpose of this Agreement.



19.4. Severability

If any term or other provision of this Agreement is or becomes invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.

Upon such determination that any term or other provision is or becomes invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

19.5. Amendments - Waivers

Changes and amendments made to the provisions of this Agreement shall only be made in writing in a document signed by the Parties.

The Parties recognize that the duration of all the time periods provided in this Agreement have been agreed to, and that the consequences of compliance with or breach of these time periods have been accepted by the Parties, including in those cases where compliance or breach leads to the loss of a right. Subject to the above, waiver by a Party of any condition or right or waiver of enforcement of a breach of any provision, term or covenant contained in this Agreement at one or more times shall not be considered or construed as a recurring or continuing waiver of that condition or right or of the right to enforce a breach of any other provision, term or covenant of this Agreement.

19.6. Entire Agreement

This Agreement constitutes the entire agreement existing between the Parties relating to the subject matter hereof and supersedes and replaces in their entirety all other prior agreements and undertakings, both written and oral, between the Parties with respect to the subject matter hereof. As a consequence, each Party hereby irrevocably waives any and all rights and/or claims which it may have under any and all such other previous agreements.

Any Rate Agreement entered into between the PROVIDER and the HOTEL shall incorporate by reference the provisions of this Agreement. In case of contradiction or inconsistency, the provisions of this Agreement shall prevail over (i) any Rate Agreement, (ii) the terms of any booking confirmation sent by the HOTEL to the PROVIDER or (iii) the booking terms and conditions, unless the HOTEL and the PROVIDER specifically agree otherwise.

19.7. Further Assurances

The Parties undertake to communicate, execute and deliver any information and any document, as well as to take any action or decision which may be necessary to the performance of the Agreement.

19.8. Binding Effect - Assignment

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

This Agreement is personal to the PROVIDER and the PROVIDER may not directly or indirectly assign this Agreement (by operation of law or otherwise) or any of its rights or obligations under the Agreement without the prior written consent of the HOTEL, including full or partial assignment, delegation to any PROVIDER or subcontractor, and any purported assignment not permitted hereunder shall be null and void.

Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement, without the other Party's consent, to an Affiliate provided that such Affiliate unconditionally assumes the Agreement in writing and provided that the assignee is not a competitor of the other Party.

In the case of any assignment permitted under this Agreement, the assigning Party shall be released from the Agreement's obligations arising as from the assignment date.

Any assignment by a Party of its rights and obligations under this Agreement to a third party in violation of the above clause shall be deemed to be a material breach of the Agreement.

19.9. Independent contractors

Each Party shall act solely as an independent contractor, and nothing in this Agreement shall be construed to give either Party the power or authority to act for, bind, or commit the other Party in any way. Nothing herein shall be construed to create the relationship of partners or joint-venture partners between the Parties.

19.10. Expenses

Unless otherwise provided herein, each of the Parties shall bear its own costs, charges and other expenses of any nature whatsoever with respect to the negotiation, preparation, performance and implementation of this Agreement.

19.11. Applicable Law

This Agreement shall be governed by the laws of Thailand, without giving effect to its principles of conflict of laws.

19.12. Disputes

If a dispute between the Parties arises out of or in connection with the Agreement, including its validity, interpretation, implementation and/or termination, the Parties shall first try to find an amicable settlement through a mediation carried out. If an amicable settlement through such mediation is not reached, the dispute shall be submitted to the exclusive jurisdiction of the international chamber of the courts located within the jurisdiction of Thailand.

20. LIST OF SCHEDULES

This Agreement includes the following schedules:

Schedule 1 – PROVIDER Distribution Channels

Schedule 3 – Participating Properties Rules and Policies

Schedule 5 – Applicable Rates (Static Model)

Schedule 8 – Virtual Credit Card

Schedule 10 – Payment Card Industry Data Security Standard “PCI-DSS” Certification



Each of the foregoing Schedules to this Agreement forms an integral part of this Agreement and references to this Agreement shall, unless the context otherwise requires, include references to the Schedules.

Executed on [03/12/2025] by:

ibis Samui Bophut

Khajornjate Bottala
General Manager

Date: 04/12/2025

TK Travel Korea

Kang IL Goo

Date: _____



Schedule 1

PROVIDER Distribution Channels

- Eligible List of Provider's and Affiliates' Brands & Websites:

<http://www.asiatravelgroup.com.sg/>



Schedule 3

Participating Properties Rules and Policies

The PROVIDER shall inform the Guests (and, where relevant, its Affiliates and Onward Distributors) of the rules set forth in this Schedule.

- The Guest shall not invite into the HOTEL any person whose behavior is likely to be disruptive to the HOTEL and/or to the stay of other Guests.
- The Guest shall not bring into the HOTEL (communal areas and/or bedrooms) beverages or food from outside sources, unless clearly permitted in advance by the HOTEL in question.
- The Guest shall not smoke in public premises and should only smoke in bedrooms if they have been classified as a smoking room and booked in advance as such a room. Some Participating Properties are 100% non-smoking, which means that smoking in the bedrooms is also forbidden.
- The Guest shall not disrupt or interfere with the operations of the HOTEL including its staff shall not compromise the safety of the HOTEL or the persons within.
- More broadly, any behaviour contrary to good morals and public order at the HOTEL, as well as any violation of the Internal Regulations of the HOTEL will cause the Director of the HOTEL and/or any other service PROVIDER to ask the Guest to leave the premises without any compensation and/or refund if a payment has already been made. In the case where no payment has yet been made, the Guest must pay the price of the services consumed before leaving the premises.
- The Guest also undertakes to ensure that the computer resources made available by the HOTEL (including the Wi-Fi network) are not used in any way to reproduce, represent, make available or communicate to the public works or objects protected by copyright or related intellectual property rights, such as text, images, photographs, musical works, audiovisual works, software and video games, without the authorisation of the right holders provided for in Books I and II of the Intellectual Property Code when such authorisation is required. The Guest is also required to comply with the security policy of the internet access PROVIDER of the HOTEL, including the guidelines for the security measures implemented to prevent the illicit use of resources and to refrain from any act undermining the effectiveness of such measures.
- The Guest will be liable for all damage caused by him/her and/or his/her invitees within the HOTEL and shall bear all costs arising from such damage and/or failure to comply with the above rules. ACCOR reserves the right to intervene if necessary and to take any appropriate action against the Guest.
- The HOTEL is operated by independent companies, and therefore the Customer may not hold ACCOR or any company in the ACCOR group liable for any shortcomings attributable to the HOTEL.



Schedule 5

Applicable Rates (Static Model)

1. Rates

For the HOTEL, the following information must be included in this Schedule or in the relevant Rate Agreements:

- The rate per person/per room per day for a twin bed, with supplements, single, triple is calculated on a net rate basis (also named 'Net Rate').
- The validity period of the Rate Agreement (*which may be different from the validity period of this Agreement*).
- Taxes and Incidental Local Charges: 1% Local Tax, 7% VAT.
The PROVIDER acknowledges that the Applicable Rate is subject to Taxes or other Incidental Local Charges and shall ensure that these Taxes or Incidental Local Charges are distinctively indicated in the Rate Agreement. The methods of booking, which shall be agreed upon with the HOTEL may be:
 - i. allotment until total exhaustion of rooms allocated;
 - ii. request (according to availabilities, after having contacted the hotel directly);
 - iii. free sale up to 'closing' of the hotel for sales;
 - iv. allotment then free sale. The Discount granted to the PROVIDER in connection with free sales remains identical to the Discount for sales with allotment.
- The Meal Plan
- The Policy on children (which may vary between hotels)
- The specific conditions, which may be:
 - i. Dates on which the HOTEL is closed to sales;
 - ii. The price of an additional bed in the room;
 - iii. A supplement for breakfast.

2. Invoicing and payment

- **Deadline for payment:**

The payment deadline is 30 days from the invoice date. No discount shall be granted for early payment.

Late payment penalties shall be due from the day after the invoice due date at the rate of 15% applied to the total invoice amount all Taxes and Incidental Local Charges included. In addition, a lump sum penalty of 40 Euros excluding VAT per amount receivable shall be payable from the day after the invoice due date to which shall be added an additional penalty covering all the costs incurred for legal process.

In the absence of payment within a period of five (5) days after the deadline for payment has expired, the HOTEL shall have the right to change the payment terms, the pre-payment becoming mandatory to allow the continuation of the Agreement.

- **Invoicing procedure:**

The PROVIDER shall comply with the following invoicing procedure and with applicable laws and regulations. Any change to this invoicing procedure shall be subject to the HOTEL's prior written approval.

Full invoicing address:

Company name / Contact Department: Infinity North Samui Co., Ltd. / Accounting Department

Address: 197 Moo 1, Bophut, Koh Samui, Suratthani 84320 Koh Samui Thailand

Postal code / City / Country: 84320 / Suratthani / Thailand

Invoice email: jarinya.CHOCHAN@accor.com; piyanoot.CHUKAEW@accor.com

Shipping address if applicable:

Company name / Contact Department: Infinity North Samui Co., Ltd. / Accounting Department

Address: 197 Moo 1, Bophut, Koh Samui, Suratthani 84320 Koh Samui Thailand

Postal code / City / Country: 84320 / Suratthani / Thailand

Invoice email: jarinya.CHOCHAN@accor.com; piyanoot.CHUKAEW@accor.com

Information to be included in the invoice: *Voucher/reservation no., references, supplier no., etc.*

The supporting documents to be attached: *voucher, reservation confirmation*

Invoicing frequency (if applicable): *daily or per stay/voucher, weekly recap, etc.*

3. Conditions

- Payment shall be made in the currency used for the Booking or in the applicable Rate Agreement and shall be net of all charges (including Incidental Local Charges) payable to the HOTEL.
- Except as otherwise expressly set forth herein, the Applicable Rates are calculated on the basis of the Nett Rates communicated and confirmed at the time of Booking. These Net Rates are set to two decimal places with no rounding.
- Applicable Rates shall not include:
 - extras: to be settled by the Guest directly with the HOTEL,
 - Incidental Local Charges, whether or not deducted at source which may depend on where the HOTEL is located, shall be paid on the spot to the HOTEL by the Guest except as otherwise provided in the special terms and conditions.
- In case of promotional offers (e.g., 3 nights for 2) or grant of free night(s), this does not interfere with the application of the Taxes and Incidental Local Charges which will be systematically invoiced as per the tax rules (such as tourist tax based on the total number of Guests and for each night spent in the HOTEL).
- In any event, the Applicable Rates shall be valid for the stays taking place during the validity of this Agreement and the Incidental Local Charges shall be given per person in accordance with the indications given for each Property.
- If a Booking is made for a stay on a special date (trade fairs, New Year, etc.), specific conditions of sale may apply.
- The rates granted and the vouchers / booking confirmations issued by the PROVIDER cannot be combined with promotional offers other than those granted by the Provider.



Schedule 8

Virtual Credit Card

1. Selection of the Virtual Credit Card ("VCC")

The Parties agree that the PROVIDER uses the following VCC at the Effective Date for the purpose of payment to the Participating Properties under this Agreement and shall inform of any change during the Term: ***[list of VCC providers and types to be completed by the PROVIDER and agreed by HOTEL: Mastercard, Visa Card, Amex, JCB, Union Pay, Diner]***

As from the signature of this Agreement, should the use of any new VCC involve the application of additional charges for the HOTEL, the PROVIDER shall obtain the HOTEL's prior written agreement before using it for the performance of this Agreement.

2. Process

- The VCC details will be sent together with the booking confirmation via XML for each booking.

The HOTEL can charge the VCC at Guest's check-in/check-out/booking time or after the Guest's No-show or cancellation.

- If the HOTEL fails to charge the VCC within seven (7) days from check-out, the HOTEL may communicate this failure to the PROVIDER which will issue a new VCC number provided such request is received within thirty (30) days of check-out. The PROVIDER shall provide the new VCC number within seven (7) days as from the reception of the request by the HOTEL.
- In case of any failure of the VCC system which affects in full or in part the payment of the HOTEL whatever the reason, the PROVIDER shall inform immediately HOTEL and provide an alternative solution within a reasonable period (not more than 7 (seven) days as from the beginning of the failure) without any additional charges for the HOTEL.

3. Invoicing

The PROVIDER shall receive a settled invoice after the Guest's check-out.

4. Payment penalties

If the amount due is not paid to the HOTEL within the time limit mentioned above, penalties shall be due at the rate of 15% per annum, applied to the total invoice amount all Taxes and Incidental Local Charges included. In addition, a lump sum penalty of 40 Euros excluding Taxes per amount receivable and a lump sum penalty of 40 Euros excluding Taxes per amount receivable shall be payable from the day after the time limit, to which shall be added an additional penalty covering all the costs incurred for legal process.



Schedule 10

Payment Card Industry Data Security Standard "PCI-DSS" Certification

The PROVIDER is responsible for the security of the data of the payment cards processed by it.

The PROVIDER represents that it is PCI-DSS certified and agrees on that basis to ensure a security level for the banking data exchanged under this Agreement that is consistent with the requirements under the PCI-DSS standard, as published in its most recent version on the PCI SSC (PCI Security Standards Council) website. The PROVIDER agrees to maintain this certification at its own expense and to upgrade it. The PROVIDER is required to provide HOTEL with its PCI Attestation of Compliance, indicating the version of the standard obtained and to renew that certificate on a yearly basis.

The PROVIDER must ensure that its PCI DSS certification corresponds to the scope of services provided to HOTEL, prior to their certification and annual renewal.

The PROVIDER must provide HOTEL with a PCI DSS Responsibility Grid indicating the requirements carried by each party as well as those that are shared. [HOTEL makes this document available as required].

In the event that PCI compliance is exceeded – expiration date, the PROVIDER is required to inform HOTEL and communicate the new target date for obtaining the AOC.

At least once a year, upon prior request by HOTEL, the PROVIDER shall authorize HOTEL or any third-party auditor appointed by HOTEL, to audit such compliance by the Provider.

In case the PROVIDER loses such PCI-DSS certification during the course of the Agreement, it shall inform HOTEL promptly and indicate the remedial measures taken.

Any breach of the obligations under this section qualifies as a serious breach and grounds for termination of the Agreement by HOTEL, immediately and by right, by notice sent by registered post with delivery confirmation, without HOTEL incurring any responsibility, liability or obligation whatsoever on this basis. HOTEL may also claim from the PROVIDER the entire amount of any penalties and fines applied to HOTEL by bank payment networks due to the Provider's noncompliance with the aforementioned rules. The loss of PCI-DSS certification shall not release the PROVIDER from its security obligation concerning the banking data processed.