

This Online Accommodation Services Agreement ("Agreement") is made on [date will be printed upon approval] between:

- 1) Name of Hotel :Cross Hotels & Resorts "**Hotel**"
Address :floor11 ,10/125 The trendy bldg klongtoey-nua,Wattana,,13 Sukhumvit Rd, Khlong Toei,,,TH,10110
- 2) Travel Agent :[details will be printed upon approval] "**Contractor**"
Address :[details will be printed upon approval]

Whereas:

1. Hotel is using the TA Network System to market or distribute its Accommodation Services and
2. Contractor wishes to purchase for itself or its customers the Accommodation Services, which Hotel will be selling through the TA Network System.

In addition to the general terms & conditions in the Appendix, both parties agree on the following commercial terms:

1. Services and Rates :
Contractor shall purchase the room based on available inventory, which will be updated by Hotel from time to time and subject to the standards, rates and conditions specified in this Agreement.
2. Price :
Hotel shall maintain the rates through the TA Network System. Rates will either be published as a commissionable BAR rate for B2C rate plans or a nett BAR rate after deducting a commission for B2B rate. Upon approval of this Agreement by Hotel, the agreed commission will be indicated in the Annexure to the Agreement.
3. Booking Limitation :
The room rates are not applicable to incentive and group size of 10 rooms and above. Group bookings of 10 rooms or more should be directed to Hotel's Sales Department. In addition, groups attending conference / exhibition are subject to a different rate.
4. Effective Period :
This Agreement shall be effective for 24 months from the date of this agreement but may be terminated by either party giving thirty (30) days prior notice to the other party.

An electronic signature or electronic record of this Agreement transmitted by email shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. Hotel reserves the right to change or withdraw the rates extended without prior notice.

Contractor acknowledge and agree that by clicking on the "SUBMIT" button to complete the business account registration in Step 2, the Contractor is entering into a legally binding contract. Furthermore, Contractor hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non- electronic records, to the extent permitted under applicable mandatory law. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Annexure:

This Annexure to the **Agreement** entered into by and between **Cross Hotels & Resorts "Hotel"** and **[details will be printed upon approval] "Contractor"** on **[details will be printed upon approval]** revises, amends and modifies the Agreement as follows:

COMMISSION TERMS. The additional point is hereby revised and added with the following:

The Hotel agrees to provide a commission of **[details will be printed upon approval]**% to the Contractor which will either be included in the published price as commissionable BAR rates for B2C rate plans, or a nett BAR price after deducting the commission for B2B rate plans.

Appendix:

1. Article 1: Definition

1.1 In this Agreement, the following terms shall have the meanings defined below, unless otherwise stated:

i. "Accommodation Services" means the benefits a Guest may receive from Hotel at a Registered Property, such as overnight lodging, temporary rest use, food and beverage availability and/or other related items.

ii. "Accommodation Charge" means the amount payable by Contractor to Hotel for the delivery of Accommodation Services and shall, unless otherwise agreed, be the total amount that includes any service charge, consumption tax, other costs and taxes borne by the Guest.

iii. "Accommodation Service Information" means the description and details of the Registered Properties and the Accommodation Services to be displayed on the System, including but not limited to, property description, photographs, maps, explanation of facilities and any other details required by TP.

iv. "Contractor" means a travel agent/wholesaler/corporate who has contracted with Hotel to purchase for itself or sell to its Customers the Accommodation Services of the Hotel.

v. "Customer" means a party who has made an inquiry to the Hotel through the TA Network System but may or may not have made any Reservation.

vi. "Extranet" means the online facility which Hotel ("Hotel Extranet") or Contractor ("Contractor Extranet") can use to update the Accommodation Service Information and Registered Information, including rates and availability, and forms part of the TA Network System.

vii. "Guest" means a person (e.g. User or its customers) who receives Accommodation Service at a Registered Property.

viii. "Hotel Application" means the inventory management system used by Hotel to manage its Accommodation Service Information and Registered Information, which is connected to the TA Network System through a web/api interface to automate a Reservation fulfilment process.

ix. "Member" means any party that has signed up directly with TP to join the Trip Affiliates Network to buy travel products on the TA Network System.

x. "Non-Member" means any party that has not signed up directly with TP to join the Trip Affiliates Network but is able to buy travel products on the System through a sub-account of a Member or Hotel. Such a party is assumed to have entered into an agreement with the Member or Hotel to use the TA Network System to purchase travel products through their account with TP.

xi. "Reservation" means the creation of a record for booking an Accommodation Services made by a User through the System.

xii. "Registered Information" means the description and details of the rooms at the Registered Property provided by Hotel or Contractor for the Accommodation Service. The information includes, but is not limited to, availability information, room types, amount of Accommodation Charge, and any other details required by TP. This information will be registered in the System by the Hotel or Contractor in accordance with the procedure prescribed by TP.

xiii. "Registered Property" means a hotel which TP has approved for registration on the System.

xiv. "TA Network System" means an internet-based tour and hotel reservation system operated by TP, which includes, but is not limited to,

a. the software that enables Hotel or Contractor to register and/or display Accommodation Service Information and/or Registered Information

b. the websites or sales channels powered by TP, Members and/or alliance members or operated by the Hotel/Contractor and/or affiliates (including other associated services such as call centres). TP, Hotel, Contractor and/or their affiliates or alliance partners will access and operate the TA Network System under separate unique accounts (hereinafter referred as "Accounts").

xv. "Tax" or "Taxes" means any sales, use, value-added occupancy, accommodation, lodging, tourism, excise, gross receipts, ad valorem, goods and services, and other taxes, however designated, and other transaction taxes or fees of any kind (including any related interest, penalties and additions to tax) imposed with respect to travel-related services in any country, state or locality.

xvi. "TP" means Travel Prologue Pte Ltd, a company incorporated in Singapore.

2. Article 2: General

- 2.1 Contractor agrees to purchase the Accommodation Services of Hotel through the TA Network System in accordance with the rules, procedures and/or guidelines prescribed by Hotel and the agreed terms of use by Hotel of the TA Network System.

3. Article 3: Credit and Payment

- 3.1 For each Reservation made by Contractor, who is a Member, TP may act as a facilitator between Hotel and Contractor to collect the relevant Accommodation Charges and/or Cancellation Fees from Contractor and remit the Accommodation Charges and Cancellation Fees less applicable fees and Taxes, which TP/Contractor is required to pay directly to the applicable Tax authorities, to Hotel.
- 3.2 Alternatively, TP may extend its Virtual Credit Card (VCC) services to its Member and provide the TP VCC details of each individual guest reservation to Hotel as a guarantee for the Accommodation Charges. For the avoidance of doubt, the finalized Accommodation Charges will be finalised after the customer completes check-out.
- 3.3 For each Reservation made by a Contractor, who is a Non-Member, Hotel shall be responsible for the collection of the Accommodation Charge and/or Cancellation Fees directly from Contractor subject to the terms and conditions below:

a) Contractor with credit facility : Direct billing based on the credit facility approved by Hotel.

i Where credit facilities are approved by Hotel, Hotel shall extend a credit term to Contractor to make bookings without the necessity of prepayments.

ii Hotel reserves the right to refuse any new booking on a credit basis unless all outstanding accounts are settled. The credit facility will only be applicable to FIT bookings.

iii Execution of this contract does not imply the establishment of credit facility for Contractor, who needs to apply separately with the Hotel for the credit facility.

b) Contractor VCC : All payments due and payable to Hotel shall be made using the Contractor's VCC. Contractor will provide the Contractor VCC details of each individual guest reservation to Hotel as a guarantee for the Accommodation Charges. For the avoidance of doubt, the finalized Accommodation Charges will be finalised after the customer completes check-out.

c) Online payment facility : In the event Hotel extends an existing online payment facility available on the TA Network System, TP will notify Hotel the Accommodation Charge collected from such Contractors for each Reservation. Any payments TP receives on behalf of Hotel will be remitted to the Hotel less applicable fees and Taxes which TP/Contractor is required to pay directly to the applicable Tax authorities.

- 3.4 Payment for 3.1 and 3.3(a) have to be made to Hotel in the form of telegraphic transfer or online bank transfer made payable to Hotel's bank account in the currency quoted and payment advice stating details of bill paid to be provided with each payment. Bank charges incurred to be borne by Contractor.

4. Article 4 : Cancellation and Fees

4.1 Cancellation Deadline

Cancellation deadline for all dynamic rate plans shall be as stipulated in the TA Network System, which can be amended by Hotel from time to time.

4.2 Cancellation Fees

In the case of cancellations made by Guests before the time and date beyond which a cancellation fee applies, the Hotel shall refund the Accommodation Charge to Contractor if Hotel has already received the Accommodation Charge.

5. Article 5 : Direct Adjustment of Charges with Guest

- 5.1 If the terms and conditions of the Accommodation Service are modified at the request of Guest and, therefore, the amount of the Accommodation Charge changes, Hotel shall, at its own responsibility, adjust and settle the difference with Guest.

6. Article 6 : Invoice Arrangement

6.1 At the end of each month, Hotel shall submit to Contractor the invoices detailing the charges incurred based on the departure of the Guests for that month booked by Contractor, as specified on the Contractor booking instructions. In view of the confidentiality of Hotel's rates, Contractor agrees to accept Hotel's invoices without acknowledgement of the Guest.

7. Article 7 : Amendment/Shortening

7.1 Amendments, shortening of stay or change of guest's name (if permitted by the terms and condition of the rate) can be made only with Hotel's written approval.

8. Article 8 : Responsibility of Contractor and its Guests

8.1 Accommodation Service Information and Registered Information

With the exception of information provided or updated by Hotel through the Hotel Application or Hotel Extranet, Hotel shall not accept responsibility for any incorrect or over-bookings or incorrect rates which result from the failure of Contractor to use the TA Network System correctly.

8.2 Booking and payment

Contractor and its Guests shall be responsible for ensuring that bookings are made with a valid MasterCard/Visa credit/debit card or sufficient funds are available in their respective accounts for deduction. Contractor acknowledges and agrees that neither Hotel nor TP shall be liable for any damage, loss, costs, expenses, indirect losses or consequential damage of any kind which may be suffered or incurred by Contractor from using the online payment facility.

8.3 Online/internet sale.

Room rates contracted as wholesale are not for sale via online channels across the worldwide web (e.g. Agoda, Tripadvisor, Trivago etc) unless they are sold as part of a package. Room rates contracted as retail are to be sold to Guests as contracted without a further deduction.

8.4 Check-in.

FIT reservation on Contractor's account must be supported by Contractor's voucher upon check-in into the Hotel/s.

8.5 Security.

Contractor will ensure its user IDs and passwords for the TA network System, including those it issues to its users, are kept confidential and that it will inform Hotel or TP immediately of any suspected security breach. Contractor must keep the IDs and passwords confidential and not share it with any third party. To prevent the unauthorized use of the TA Network System, Contractor bears the responsibility of taking any and all necessary measures, including but not limited to, regularly changing the password. Under no circumstances does Hotel nor TP bear responsibility for any unauthorized use, misuse or any other problems that may arise with respect to the IDs or passwords issued to the Contractor or the IDs or passwords the Contractor issues to its users.

9. Article 9 (Responsibility of Hotel)

9.1 Accommodation Service Information and Registered Information.

Hotel shall be responsible for updating the Hotel Application and Hotel Extranet on a regular basis, ensuring that such information is accurate, proper and up to date at all times, including room availability, price and all other relevant information.

9.2 Contract

When a Reservation for Accommodation Services through the Service is made by Contractor (or its users) for a Guest and the Hotel receives a confirmation of the Reservation made via the TA Network System, Hotel is bound to accept the Guest as a contractual party, in accordance with the Accommodation Charges, Cancellation Fees, any applicable Taxes and Accommodation Services information provided in the System.

9.3 Guaranteed room

In an event that Hotel becomes unable to provide the Accommodation Service after a Reservation, Hotel shall immediately inform Contractor. In a case of an incorrect or over-booking caused by the failure of the Hotel to comply with Article 9.1 above, Hotel shall, at its own cost and responsibility, arrange alternative accommodation at least equivalent to the original Accommodation Service for the respective Guest, including complimentary transport to and from the alternative accommodation.

9.4 Hotel shall provide Guest with the same level of service as all other users with the same or similar types of reservation made without using the TA Network System and shall not treat Guests unfavourably.

10. Article 10 : Effect of Expiration or Termination

10.1 Upon the expiration or termination of this Agreement, Hotel and Contractor shall pay to the other party

all accrued but unpaid monetary obligations. Furthermore, Hotel shall continue to render to Guests any and all Accommodation Service duly reserved by Users through the System prior to such expiration or termination.

11. Article 11 : Confidentiality

11.1 Neither Hotel nor Contractor shall disclose to any third party any confidential information regarding the other party, including but not limited to the Services provided under this Agreement. The parties further agree not to use such information for any purposes other than those prescribed in this Agreement, except in the case where any court, administrative office and/or other relevant authority requires the receiving party to disclose such information in compliance with applicable laws and/or regulations.

11.2 Article 11.1 shall survive for two (2) years from the date of expiration or termination of this Agreement

12. Article 12 : Disclaimer

12.1 Contractor hereby acknowledges and agrees that the TA Network System may become unavailable without prior notice as a result of:

- a. inspection, repair, maintenance or improvement of any hardware or software;
- b. accidents and/or the failure of any computers or telecommunication lines; and
- c. any other unforeseen circumstances that directly and/or indirectly result in the suspension of service.

12.2 Contractor agrees that Hotel has the right to adjust all applicable service charges and Taxes in line with governmental legislation without prior notice.

12.3 Contractor further agrees that neither Hotel nor TP will have liability resulting from (i) any suspension or (ii) any damage incurred by Contractor, irrespective of the cause, as relates to Contractor's use of the System.

13. Article 13 : Indemnity

13.1 Contractor shall be liable to indemnify and keep Hotel, TP and Members fully indemnified for any claims, losses or damages arising from or in connection with any default, negligence, breach, or any other act or omission of itself and its Users.

13.2 This indemnity shall survive the termination of this agreement.

14. Article 14 : Change of Ownership of Management

14.1 Hotel must be informed PRIOR to change of Ownership/Management of the Contractor, in writing, no less than 30 days prior to effective date.

15. Article 15 : Governing Law and Jurisdiction

15.1 This Agreement shall be construed in accordance with and governed by the laws of Singapore

15.2 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

16. Article 16 : Miscellaneous

16.1 Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party. The sole exception being that Hotel may assign or otherwise transfer this Agreement to any affiliate, successor, or purchaser of all or substantially all of its business.

16.2 This Agreement may be amended, supplemented or modified only by a written instrument duly executed by each of the parties.

16.3 The English language version of this Agreement will be legally binding in case of any inconsistencies between this English version and any translations thereof.

16.4 Any matters not provided for in the Agreement or any dispute arising from its interpretation will be resolved through good faith consultation between the Hotel and the Contractor.

