

GROUP SALES AGREEMENT

Date Prepared:	15 August 2023
Group Contact:	Mr. Justin Shaw
Title:	Director
Organization:	Broadsword Event House
Address:	Unit 20, Gardener Industrial Estate, Kent House Lane, Beckenham, Kent, BR3 1QZ
Event Name:	Clarivate Sales Kick Off
Event Dates:	29 February 2024
Hotel Sales Manager:	Ms. Pornprapat Leekijwatana
Title:	Sales Manager Tel: +66 2 098 1234 Email: Pornprapat.leekijwatana@hyatt.com

Broadsword Event House and Grande Asset Hotels and Property PCL. trading as Hyatt Regency Bangkok Sukhumvit agree as follows:

GROUP'S FIRST OPTION DUE DATE

Hotel agrees to hold the guest rooms and meeting and event space listed in this Group Sales Agreement (the "Agreement") for the Event named above on a tentative basis until **18 August 2023.** If this Agreement is not fully executed by Group and returned to Hotel, together with any required deposit, credit application or other materials, **18 August 2023.** Hotel may release the guest rooms and/or meeting and event space. If, prior to Group's execution and return of this Agreement together with any other required materials, Hotel receives an alternate request for the Event guest rooms and/or meeting and event space. Hotel will notify Group and Group will have forty-eight (48) hours from Hotel's notification to return this signed Agreement together with any other required materials to Hotel.

GUEST ROOM BLOCK AND CONTRACTED GUEST ROOM REVENUE COMMITMENT

The table below sets forth the total number of guest rooms set aside by Hotel for Group's use during the Official Event Dates ("Guest Room Block") together with Group's associated daily contracted guest room revenue commitment ("Contracted Guest Room Revenue Commitment"), and Group's daily Guest Room Revenue Minimum (as defined herein).

Date	Day	Room Type	Guest Room Block	Daily Total Contracted Guest Room Revenue Commitment
26/02/24	Monday	Standard Room	120	THB 6,800 x 120 = THB 816,000 net
27/02/24		Standard Room	120	THB 6,800 x 120 = THB 816,000 net
27/02/24 Tuesday	Club Room	30	THB 9,300 x 30 = THB 279,000 net	
28/02/24		Standard Room	120	THB 6,800 x 120 = THB 816,000 net
28/02/24 Wednesday	Club Room	30	THB 9,300 x 30 = THB 279,000 net	
29/02/24	Thursday	Check Out		

Total Contracted Guest Room Block:<u>420 room nights</u>Total Guest Room Revenue Commitment:THB 3,006,000.- net

GUEST ROOM RATES

Hotel confirms the following Guest Room Rates:

Period	Room Category Single Occupancy		Double Occupancy
	Standard Room	THB 6,800 net / Room /	THB 7,300 net / Room /
26-29 February	Stanuaru Room	Night	Night
2024	Club Room	THB 9,300 net / Room /	THB 10,300 net / Room /
		Night	Night

Guest Room Rates are quoted inclusive of applicable taxes (which are currently 7%) and applicable service charge at the time of the Event. **Breakfast is included for Single and Double occupancy.** Rates are applicable 3 days pre and post the event date, subjected to room availability.

RESERVATION METHOD

Hotel recommends using Hyatt Rooming List App to make web-based reservations. Hyatt Rooming List App is made available by Hotel on a complimentary basis, and provides an electronic reservations interface that is customized for the Event. Reservations may be made, modified or canceled by Group's meeting planner or designate, who may enter reservations as they are received using the on-line reservation form accessible at <u>http://roominglist.hyatt.com</u>. Reservations for rooms accessible to guests with disabilities may be made in the same manner. Reservations must be made on or before the Cut-Off Date specified below.

CUT-OFF DATE

The "Cut-Off Date" is **29 January 2024**. After the Cut-Off Date, all rooms within Group's Guest Room Block that have not been reserved will be returned to Hotel's general inventory. Reservation requests for rooms within the Guest Room Block that are received after the Cut-Off Date will be based on availability at Hotel's prevailing rates and will be credited to achieving Group's Contracted Guest Room Revenue Commitment. Only actual reservations for Event attendees will be considered valid room reservations. After the Cut-Off Date, cancelled guest rooms will be returned to Hotel's inventory. Name changes on, or other transfers of, room reservations will not be accepted after the Cut-Off Date.

COMMISSIONABLE

The Guest Room Rates set forth above are commissionable to **Broadsword Event House**. Commissions shall be paid at the rate of ten percent (10%) of the Guest Room Rate of all rooms within the Guest Room Block over the Official Event Dates, up to the Total Room Nights, that are actually used and paid for by Group. Said commissions shall be paid to Group's organizer no later than thirty (30) days after Group's payment in full of the Master Account. Commissions will not be paid on guest room booked outside the Guest Room Block.

CONTRACTED GUEST ROOM REVENUE COMMITMENT

It is understood that Hotel is relying on, and Group is agreeing to provide, the Daily Contracted Guest Room Revenue Commitment and Group is responsible to achieve the Daily Guest Room Revenue Commitment, during each day of the Event, as set forth in the Guest Room Block (plus any applicable service charge and taxes.

Group shall pay as liquidated damages of **hundred percent (100%)** of the difference between the Daily Contracted Guest Room Revenue Commitment and the daily actualized guest room revenue, plus any applicable services charges and taxes, as calculated on a daily basis ("Attrition Charges"). However, on any date Group does not meet its Daily Contracted Guest Room Revenue Commitment and Hotel achieves one hundred percent (100%) occupancy for that date, the Daily Contracted Guest Room Revenue Commitment will be considered to be fulfilled for that date and no Attrition Charges will be due for that date. Overachievement of the Daily Contracted Guest Room Revenue Commitment for any date during the Event may not be applied to any other date during the Event. Attrition Charges owed to the Hotel under this Section, if any, will be posted to Group's Master Account together with any applicable services charges and taxes.

Group may not transfer or resell its rights under this Agreement to any third party for purposes of reselling unused portions of its Guest Room Block or fulfilling the Daily Contracted Guest Room Revenue Commitment.

Hotel and Group intend to liquidate the damages suffered by Hotel in the event that Group fails to meet the Daily Contracted Guest Room Revenue Commitment set forth in this Section. Therefore, Group and Hotel agree that: (a) the damages suffered by Hotel in the event that the Contracted Guest Room Revenue Commitment is not met are difficult to calculate; (b) the above formula is a reasonable estimate of such damages; and (c) the Attrition Charges do not constitute a penalty.

Group's obligations under this Section shall survive completion of this Agreement.

Signed: By: [[SertifiSignature_2]] Name Pornprapat Leekijwatana Title: Sales Manager Hyatt Regency Bangkok Sukhumvit Date:

MEETING and EVENT SPACE COMMITMENT

Group's program of events must be signed and initialed by Group and returned to Hotel with this signed Agreement (the "Program of Events"). Hotel will hold the meeting and event space as set forth on the signed and initialed Program of Events, which shall be attached to and made a part of this Agreement. This is considered to be a firm commitment by Group and any increase or decrease to that commitment or Group's Food and Beverage Revenue Commitment (as defined below) may result in a modification of Group's Meeting and Event Space Rental Fee (as defined below), if any, by Hotel. All meeting and event space is assigned by Hotel according to the number of persons guaranteed to attend the Event.

Hotel may reassign the meeting or event space listed on the Program of Events at Hotel's sole discretion. Failure to submit a finalized Program of Events to Hotel by **10 February 2024** may result in a release or reassignment by Hotel of the meeting or event space being hold for Group. Group agrees to prompt notify Hotel of any changes in its meeting or event space requirements.

Date	Start	End	Function	Venue	Setup	Pax	Rate
	08:00	17:00	Main meeting room	Regency Ballroom I	Cabaret	118	Full day meeting at THB 2,600net/pax/day
	08:00	17:00	Breakout Room 2	Regency Ballroom II	Cabaret	ТВА	Complimentary
	08:00	17:00	Breakout Room 3	Regency Ballroom IIII	Cabaret	ТВА	Room rental charge at THB 40,000 net/room/day
	08:00	17:00	Breakout Room 4	Regency Ballroom IV	Cabaret	ТВА	Room rental charge at THB 40,000 net/room/day
29 th	08:00	17:00	Breakout Room 5	Regency I	Cabaret	TBA	Room rental charge at THB 40,000 net/room/day
February 2024 (Thursday)	08:00	17:00	Breakout Room 6	Regency II	Cabaret	TBA	Room rental charge at THB 40,000 net/room/day
(08:00	17:00	Breakout Room 7	Regency III	Cabaret	TBA	Room rental charge at THB 40,000 net/room/day
	08:00	17:00	Breakout Room 8	Regency IV	Cabaret	TBA	Room rental charge at THB 40,000 net/room/day
	10:00	10:30	AM Coffee Break	Foyer	Standing	118	Include in the package
	12:00	13:00	Lunch	Market Cafe	Existing	118	Include in the package
A Thora	15:00	15:30	PM Coffee Break	Foyer	Standing	118	Include in the package

FOOD AND BEVERAGE/MEETING ARRANGEMENTS

There are no function spaces have been blocked in this stage and subject to availability on the date we receive of your written confirmation

Signed: By: [[SertifiSignature_2]] Name Pornprapat Leekijwatana Title: Sales Manager Hyatt Regency Bangkok Sukhumvit Date:

Mr. Justin Shaw Subject: Clarivate Sales Kick Off Page 5 of 11

Terms and conditions:

- Function room subject to availability upon confirmation
- Prices are quoted in Thai Baht
- Above package does not apply to additional breakout room if need. Breakout room will be charge on separate basis
- The prices are non-commissionable
- · Additional hour subject to meeting room rental charge

The above rates are quoted on per person basis, inclusive of 10% service charge and 7%VAT, non-commissionable.

DINNER AND SPACE REVENUE COMMITMENT

Date	Function	No	Rate (THB)	Total (THB)
29 Feb 2024	Full day meeting	118 pax	2,600	THB 2,600 x 118 pax = 306,800 net
	Breakout Room Rental	6 rooms	40,000	THB 40,000 x 6 rooms = 240,000 net

Total Meeting and Space Revenue Commitment: THB 546,800.- net

SERVICE CHARGES

A service charge and applicable taxes that are in effect at the time of the Event. The current service charge is 10%. Group and its attendees may provide an additional tip to Hotel's staff.

All service charges will be posted to Group's Master Account.

HOUSEKEEPING GRATUITIES

All housekeeping gratuities are up to the individual's discretion. All housekeeping gratuities are distributed to those members of Hotel's staff servicing Group's attendees.

BILLING ARRANGEMENTS

Master Account is limited to charges for accommodation, incidental charge of all guest rooms, transportation, meeting packages, event space's rental fee, organized food and beverage events, events equipment and furniture rentals and other services requested by Group.

If Group wishes to set up direct billing for the Master Account, a credit application must be completed and returned to Hotel for approval together with this signed Agreement.

In the event credit is approved: (i) all charges (up to the authorized credit amount) shall be due and payable to Hotel no later than thirty (30) days after Group's receipt of the Master Account invoice; and (ii) Hotel reserves the right to rescind its approval if there is a material change in Group's creditworthiness or material increase in anticipated charges.

Signed: By: [[SertifiSignature_2]] Name Pornprapat Leekijwatana Title: Sales Manager Hyatt Regency Bangkok Sukhumvit Date:

Mr. Justin Shaw Subject: Clarivate Sales Kick Off Page 6 of 11

In the event that credit is not requested, not approved or subsequently rescinded, payment of Group's total estimated Master Account will be due to Hotel prior to Group's arrival in accordance with the deposit schedule below. Failure to remit such payment(s) when due will be deemed to be a cancellation of this Agreement by Group, and Group shall be liable for the Cancellation Charges as set forth herein.

Invoice disputes and/or billing errors must be communicated to Hotel no later than **seven (7) days** before the date payment is due.

SUMMARY OF ANTICIPATED CHARGES

Master AccountRoom accommodation:THB 3,006,000.- netMeeting package:THB 546,800.- net

TOTAL MASTER ACCOUNT: THB 3,552,800.- net

DEPOSIT

Deposit and payment will be applied as per **Broadsword Event House** Group

Group shall provide a non-refundable deposit for the Master Account Charges in the total amount of **THB 3,552,800.- net** as set forth in the table below. All deposits will be credited towards any Attrition Charges or Cancellation Charges (defined below) due to Hotel.

Payment may be made by check, credit card, wire transfer or other approved electronic means. Hotel will provide a Credit Card Authorization form for scheduled payments made by credit card or other approved electronic means.

Initial Deposit - (30%) Thirty percent of total estimated revenue or THB 1,065,840 net	By 31 August 2023
Second Deposit - (30%) Thirty percent of total estimated revenue or THB 1,065,840 net	By 29 September 2023
Third Deposit - (40%) Forty percent of total estimated revenue or THB 1,421,120 net	By 30 October 2023

Any additional MISC will be settle upon completion of the conference onsite via cash / credit card

Bank Details

The deposit must be received in the form of cash or telegraphic transfer only. The bank account details are as follows: -

Account Name: Account No.:	Grande Asset Hotels and Property PCL. 105-5-042111
Bank Name:	Bangkok Bank Public Company Limited
Branch Name:	Bang Kapi Branch
Bank Address:	182 Sukhumvit Road
	Klongtoey, Klongtoey
	Bangkok 10110 Thailand
Swift Code:	BKKBTHBK

Signed: By: [[SertifiSignature_2]] Name Pornprapat Leekijwatana Title: Sales Manager Hyatt Regency Bangkok Sukhumvit Date:

In order for us to trace for receipt of funds this end, please fax a copy of the telegraphic transfer remittance/requisition slip directly to my attention for our records.

ATTRITION

Should the group materialization falls below the original guest room block; the hotel is entitled to liquidate damages equal to:

ATTRITION	AFTER THE CONTRACT IS SIGNED TO 26 December 2023	27 DECEMBER 2023 TO ARRIVAL DATE (26 February 2024)
ROOMS	17 rooms night shrinkage is allowed with no cancellation fee. Additional guestrooms released will be subject to one hundred percent (100%) cancellation fee for the entire period of stay on all guestroom categories released.	No additional shrinkage is allowed. Additional guestrooms released will be subject to one hundred percent (100%) cancellation fee for the entire period of stay on all guestroom categories released.

CANCELLATION OPTION

Either Hotel or Group may cancel this Agreement without cause upon written notice to the other party at any time prior to the Event. In the event Group cancels without cause, Group shall pay Hotel liquidated damages in an amount calculated according to the table below (the "Cancellation Charges"), Cancellation Charges exclude applicable taxes and services fee.

* Lower of stated percentages permissible under applicable law.

Payment of the Cancellation Charges shall be made by Group to Hotel at the time this Agreement is canceled by written notice. Hotel and Group agree that: (a) the damages suffered by Hotel in the event that Group cancels without cause are difficult to calculate; (b) the above formula is a reasonable estimate of such damages; and (c) the Cancellation Charges do not constitute a penalty. In the event Hotel cancels this Agreement without cause, Hotel shall pay Group any direct damages suffered as a result of the cancellation, which damages shall not exceed the amount calculated according to above scale.

The parties' obligations under this Section shall survive termination of this Agreement.

RIGHTS OF TERMINATION FOR CAUSE

This Agreement may be terminated by either party without liability upon written notice under the following circumstances:

(i) if a party's performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency of a comparable nature beyond the party's control that in each case make it illegal or impossible to perform its obligations under this Agreement. In such event, the terminating party shall give written notice of termination to the other party within five (5) days of such occurrence; or

(ii) if either party makes a voluntary or involuntary assignment for the benefit of creditors or enters into bankruptcy proceedings prior to the date of the Event. In such event, the party who is not making an assignment or entering into bankruptcy proceedings shall have the right to terminate this Agreement upon written notice to the other party; or

(iii) if at the time of the Event, the hotel will no longer be operated under a Hyatt brand. In such event, Hotel shall notify Group in writing of such change, and Group shall have the right to terminate this Agreement without liability upon written notice to Hotel within thirty (30) days of the date of Hotel's notice of change of brand.

In the event of termination by either party under this Section, Hotel shall refund all deposits and/or prepayments made by Group within thirty (30) days of receipt of the notice of termination.

Except as otherwise specifically provided in this Agreement, neither party shall have the right to terminate this Agreement for any other cause.

INDEMNIFICATION AND HOLD HARMLESS

Hotel agrees to defend, indemnify and hold Group harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement except to the extent such actions or liabilities are due to the misconduct or negligence of Group or its employees, attendees, agents or contractors; or (ii) any breach by Hotel of its obligations under the Sections of this Agreement titled "Compliance with Laws" or "Privacy of Personal Information."

Group agrees to defend, indemnify, and hold Hotel, Hyatt International Corporation and their affiliates and each of their respective shareholders, members, directors, officers, managers, employees and representatives harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Group, its employees, invitees, attendees or any contractors hired or engaged by Group in connection with the performance of Group's obligations under this Agreement, except to the extent such actions or liabilities are due to the misconduct or negligence of Hotel; or (ii) any breach by Group of its obligations under the Sections of this Agreement titled "Compliance with Laws," "Privacy of Personal Information" or "Permits and Licenses."

The parties' obligations under this Section shall survive completion or earlier termination of this Agreement.

GUESTS WITH DISABILITIES

Hotel acknowledges its obligation to comply with those laws, if any, that govern access and public accommodation ("Public Access Laws"), except those applicable to Group. Group shall identify in advance any special needs of disabled Event attendees requiring accommodation by Hotel and will notify Hotel of such needs for accommodation in writing as soon as they are identified to Group.

Signed: By: [[SertifiSignature_2]] Name Pornprapat Leekijwatana Title: Sales Manager Hyatt Regency Bangkok Sukhumvit Date: Signed By: [[SertifiSignature_1]] Name: Mr. Justin Shaw Title: Director Company Name: Broadsword Event House Date:

Nongyao Rattanayenjai [[SertifiSignature_3]] Whenever possible, Group shall copy Hotel on correspondence with attendees who indicate special needs requiring accommodation under such Public Access Laws. Hotel shall notify Group of requests for accommodation that it may receive otherwise than through Group to facilitate identification by Group of its own accommodation obligations or needs as required by such Public Access Laws. Any extraordinary costs for special auxiliary aids requested by Group shall be borne by Group.

COMPLIANCE WITH LAWS

Each party hereby represents, warrants and covenants that it shall comply with all laws, rules, orders and regulations applicable to its performance under this Agreement.

CHANGES; NOTICE

Any changes to this Agreement must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given by: (i) certified or registered mail, return receipt requested; (ii) commercial courier for overnight delivery, with a signature signifying receipt; (iii) facsimile evidenced by a machine-generated receipt; or (iv) email, provided that for notices given by facsimile or email, a confirmation copy must also be sent that same day by commercial courier for overnight delivery as provided herein. All notices shall be deemed delivered upon receipt.

DAMAGE TO HOTEL PREMISES

Group shall be responsible for all damage to hotel premises caused by Group or its agents or contractors. Upon completion of the Event, Group will leave the premises in the same condition as received, reasonable wear and tear excepted.

Group's obligations under this Section shall survive completion or earlier termination of this Agreement.

LIMITATION OF LIABILITY

Except for damages covered by the indemnifying party's indemnification obligations as set forth in the Section titled "Indemnification and Hold Harmless," neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages even if such party has knowledge of the possibility of such damages, provided that in no event shall either party be liable to the other for any lost profits. Under no circumstances shall this limitation of liability limit or waive Group's obligations to pay liquidated damages, including without limitation, Attrition Charges or Cancellation Charges that may be owed.

The Section shall survive completion or earlier termination of this Agreement.

PRIVACY OF PERSONAL INFORMATION

Hotel complies with the Global Privacy Policy, which is available at http://privacy.hyatt.com (the "Privacy Policy"). If applicable, Group agrees to inform guests or event attendees at Hotel ("Guests") where they may access the Privacy Policy. Group affirms that it (and its Agent, if applicable) is authorized to provide, request, and receive information pertaining to Guests as is necessary pursuant to the Guests' hotel stay, event attendance or under this Agreement. Hotel will protect and use personal data about Guests that Hotel receives in connection with its performance of this Agreement and as set forth in the Privacy Policy, provided that Group acknowledges and agrees that certain services may be provided by a third party and that use of such services may be subject to terms and conditions (including those regarding the access and use of Guest information) different than those in this Agreement.

PERMITS, LICENSES AND APPROVALS

Group shall, at its sole cost and expense, obtain all licenses, permits and approvals that are: (i) required for the Event; or (ii) required and/or necessary for Group to perform its obligations under this Agreement. Such licenses or permits include, but are not limited to licenses and permits: (a) from any applicable governing body; and (b) for the use of a third party's intellectual property, including but not limited to any music, videos, performances, and/or images.

GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed under the laws of Thailand, excluding its conflicts of law rules. Any controversy, claim or dispute arising out of or relating to this Agreement shall be brought in any court of competent jurisdiction in the county, state, province, country or other relevant governmental subdivision (as applicable) where Hotel's premises are located for trial and determination without a jury.

WAIVER OF JURY TRIAL

To the extent permitted by law, the parties hereby expressly waive the right to a trial by jury.

ATTORNEYS FEES

In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorneys' fees, and expenses incurred by the prevailing party. In addition, the party against whom collection is sought by non-judicial means shall be responsible for all reasonable costs (including reasonable attorneys' fees) incurred by the party that is successful in seeking collection of monies due pursuant to this Agreement.

WAIVER

If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement.

Signed: By: [[SertifiSignature_2]] Name Pornprapat Leekijwatana Title: Sales Manager Hyatt Regency Bangkok Sukhumvit Date:

Mr. Justin Shaw Subject: Clarivate Sales Kick Off Page 11 of 11

ENFORCEABILITY

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

COUNTERPARTS/ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts with an original signature or with a Hotel-approved electronic signature, each of which shall be deemed an original and all of which shall constitute the same instrument. Further, if a signed Agreement is provided to Hotel as a photocopy, fax, PDF or other format through a Hotel-approved electronic software system, then such Agreement shall be treated and shall have the same binding effect as an original and shall be acceptable to Hotel to hold the Guest Room Block and/or meeting space as set forth herein.

ENTIRE AGREEMENT

This Agreement, along with its Attachments, contains all of the terms agreed to by the parties. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties. Should there be any conflict between this Agreement and any addenda, exhibits, or attachments, the language of this Agreement shall control.

When signed by each party's authorized representative, this Agreement shall constitute a binding agreement between Group and Hotel.

Authorized Representative Authorized Representative Hyatt Regency Bangkok Sukhumvit By: By: Broadsword Event House Name: Pornprapat Leekijwatana Name: Mr. Justin Shaw Title: Title: Sales Manager Director Date: Date: