





Sales Kick Off during 25-29 February 2024





BANGKOK SUKHUMVIT

From: Mr. Parinya Lukkanapiruk To: Ms. Sophie O'Keeffe

Position: Director of Sales - Corporate & M.I.C.E. & Catering Title: Head of Events

Hotel name: Sofitel Bangkok Sukhumvit Company name: Broadsword

189 Sukhumvit Road Soi 13-15 Unit 20, Gardner Industrial Estate,

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Email: parinya.lukkanapiruk@sofitel.com Email: sophie.okeeffe@wearebroadsword.com

Date: 11 August 2023

Event: Clarivate Sales Kick Off during 25-29 February 2024

Bonjour Ms. O'Keeffe,

Thank you for your confirmation our Sofitel Bangkok Sukhumvit as the venue for your event.

Sofitel Bangkok Sukhumvit, the Southeast Asia flagship for Sofitel Hotels, brings to Bangkok the refined luxury of French elegance. This unique 32-storey hotel sits comfortably among the very best Bangkok has to offer, flanked by the commercial and financial district and prime shopping areas. Modern and opulent, Sofitel Bangkok Sukhumvit offers a truly luxurious experience for upscale business and leisure travelers - French savoir-faire at its finest. Sofitel's InspiredMeetings™ Program at Sofitel Bangkok Sukhumvit is designed to guarantee that your event exudes style and flair and is impeccably customized. Sofitel InspiredMeetings™ is designed to achieve a maximum impact through innovation, quality, tailor-made service and attention to the smallest details. Sofitel Bangkok Sukhumvit offers an intimate ambience, outstanding facilities along with a wide range of bespoke services.

Throughout the planning process, Sofitel Bangkok Sukhumvits's InspiredMeedtings[™] planners will tailor the offer and services to meet your specific needs and objectives. Six fundamental services and facilities are merged to create an exceptional experience: customised meeting rooms, cutting-edge technology, fine banqueting, tailored activities, custom-arranged rooms and on-demand services. On the day of the event, the InspiredMeetings[™] Concierge remains on standby, assuring that the event is flawless.

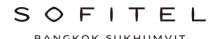
At Sofitel Bangkok Sukhumvit, our professional and creative team of event planners overseen by an expert InspiredMeetings™ Planner look forward to taking care of you and your guests.

The following offer is based on our understanding of your requirements, but can be easily modified, adjusted or changed to your needs.

The hotel team and I look forward to assisting you in making this important event magnifique.

Mr. Parinya Lukkanapiruk Director of Sales - Corporate & M.I.C.E. & Catering





ACCOR Meeting & Events Terms & Conditions

Agreement between Sofitel Bangkok Sukhumvit and Clarivate Sales Kick Off during 25-29 February 2024

This Agreement between **Broadsword** ("Customer") and **DelmonSiam Ltd.** trading as **Sofitel Bangkok Sukhumvit** ("Hotel") is effective as of the date it is signed by Hotel ("Agreement Date").

<u>Guest Rooms & Rates</u>: This Agreement applies to the following block of guest rooms (the "Room Block") and Hotel will provide the confirmed guest room rates below for the Room Block (the "Rates"):

Accommodation dates of stay: 25-29 February 2024

Date	Room Type	Nb. of Rooms Guaranteed/Night	Room Rate - THB (Single Occupancy)	Total Cost - THB (Single Occupancy)
25 February 2024	Run of House	20	7,200 net	144,000 net
26 February 2024	Run of House	180	7,200 net	1,296,000 net
27 February 2024	Run of House	200	7,200 net	1,440,000 net
28 February 2024	Run of House	200	7,200 net	1,440,000 net
29 February 2024	-	-	-	Check out
Sub Total (accommo	dation only)		Sub Tot	al 4,320,000 net
			Total with Service Charg and Ta	2 4 370 000 - net

- The group rates above require a minimum of 180 rooms but <u>NOT greater than 208</u> ones on peak nights. Otherwise, rates are subject to change with prior notice.
- The rates are inclusive of 17.7 tax and service charge.
- The extra-bed is THB 2,000.- net per night inclusive of breakfast and internet.
- The rates are applicable for 3 days for pre and post stay.
- The rates are inclusive of 10% commission to Broadsword, excluding 17.7 tax & service charge and breakfast.
- Complimentary upgrade five (05) Luxury Room to Luxury Club Millesime inclusive of club benefits with VIP
 amenities during the stay.

Hotel/Airport Transportation

BMW series 5 (Maximum 2 persons with luggage)

• One Way between Sofitel Bangkok Sukhumvit and Suvarnabhumi airport: THB 2,500 net / car / trip

• Round Trip between Sofitel Bangkok Sukhumvit and Suvarnabhumi airport: THB 5,000 net / car / round trip

MERCEDES BENZ VAN - VITO (Maximum 5 persons with luggage)

• One Way between Sofitel Bangkok Sukhumvit and Suvarnabhumi airport: THB 3,400 net / car / trip

• Round Trip between Sofitel Bangkok Sukhumvit and Suvarnabhumi airport: THB 6,800 net / car / round trip





<u>Rate Validity</u>: The "cut-off date" for reserving rooms in the Room Block is 5:00 p.m. local time at Hotel on 30 days prior to Arrival Date on 25 January 2024. After the cut-off date, Hotel may accept additional reservations subject to prevailing rates and availability.

- A preliminary rooming list must be provided no later than 20 December 2023. The rooming list must contain the names of persons in the group who will be staying at the Hotel, the date of arrival and departure for each person, the estimated time of arrival of each person.
- A final rooming list must be provided no later than 25 January 2024. The rooming list must contain the names of persons in the group who will be staying at the Hotel, the date of arrival and departure for each person, the estimated time of arrival of each person.

<u>Check-in/Check-out</u>: Check in time is 14.00 hrs. and check out time is 12.00 hrs. Hotel will make every effort to accommodate requests, but cannot guarantee an early check in or late departure.

Changes

In case of no availability from the Hotel, the latter may partially or fully relocate participants in nearest nearby hotel, of an equivalent category, without any price change.

<u>Accommodation Attrition:</u> Customer will have 2 opportunity to vary its Room Block commitment without liability by notifying the Hotel in writing on each Review Date as follows:

Review Dates	Change in Room Block commitment
20 December 2023	Customer may release up to 10 rooms of the <u>adjusted</u> room nights in the Room Block without any penalty charge.
25 January 2024	Customer may release up to 10 rooms of the adjusted room nights in the Room Block without any penalty charge. The full night charge will be applied for additional cancellation.



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<u>Schedule of Events:</u> This Agreement applies to the following events and function space:

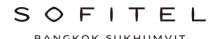
Date	Timing	Event Name	Event Type	Venue	Set up Format	Guaranteed Number (Persons)	Price per Person (THB)	Total (THB)
		Set Up	Set Up	Le Grand Ballroom (7 th floor)	To be advised	390	900,000 net	900,000 net
26 February 2024	24 hrs.	Production Office	Office	Biz 1 (7 th floor)	Boardroom	To be advised	Complimentary	Complimentary
		Speaker Room	Speaker Room	Biz 2 (7 th floor)	Boardroom	To be advised	Complimentary	Complimentary
	24 hrs.	Production Office	Office	Biz 1 (7 th floor)	Boardroom	To be advised	Complimentary	Complimentary
	24 hrs.	Speaker Room	Speaker Room	Biz 2 (7 th floor)	Boardroom	To be advised	Complimentary	Complimentary
	07:00-09:00	Working Breakfast	Working Breakfast	Inspiration (3 rd floor)	Round Table	50	1,000 net	50,000 net
	09:00-11:00	Manager Session 1	Meeting	Salon 1 (7 th floor)	Boardroom	20	50,000 net	50,000 net
	09:00-11:00	Manager Session 2	Meeting	Salon 2 (7 th floor)	Boardroom	20	50,000 net	50,000 net
	09:00-11:00	Manager Session 3	Meeting	Salon 3 (7 th floor)	Boardroom	10	25,000 net	25,000 net
27 February 2024	08:00-17:30	Full Day Meeting	Full Day Meeting	Le Grand Ballroom (7 th floor)	Theatre	390	2,500 net	975,000 net
	10:00-10:30	AM Break	Coffee Break	Foyer	Standing	390	Inclusive	Inclusive
	12:00-13:00	Lunch	To be advised	To be advised	Existing	390	Inclusive	Inclusive
	15:00-15:30	PM Break	Coffee Break	fee Break Foyer	Standing	390	Inclusive	Inclusive
		Cocktail Reception	Caaldail	Le Grand	Cocktail	390	2,300 net	897,000 net
	18:30-20:30	With Thai Temple Fair Theme	Cocktail Reception	Ballroom (7 th floor)	2 Hours Free Flow Package	390	2,000 net	780,000 net
	20:31 onwards	Set Up	Set Up	Le Grand Ballroom (7 th floor)	Theatre	390	Complimentary	Complimentary
	24 hrs.	Production Office	Office	Biz 1 (7 th floor)	Boardroom	To be advised	Complimentary	Complimentary
28 February	24 hrs.	Speaker Room	Speaker Room	Biz 2 (7 th floor)	Boardroom	To be advised	Complimentary	Complimentary
2024	08:00-17:30	Full Day Meeting	Full Day Meeting	Le Grand Ballroom (7 th floor)	Theatre	390	2,500 net	975,000 net
	10:00-10:30	AM Break	Coffee Break	Foyer	Standing	390	Inclusive	Inclusive

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	12:00-13:00	Lunch	To be advised	To be advised	Existing	390	Inclusive	Inclusive
	15:00-15:30	PM Break	Coffee Break	Foyer	Standing	390	Inclusive	Inclusive
					1 Hours Free Flow Package	390	1,000 net	390,000 net
	40.00.04.00	Oala Biana	Oala Bianan	Le Grand Ballroom	Canape (3 Items)	390	1,000 net	390,000 net
	18:30-24:00	Gala Dinner	Gala Dinner	(7 th floor)	Wine Package (Half Bottle)	390	1,000 net	390,000 net
					Western Set Dinner	390	2,000 net	780,000 net
	00.01-06.59	Set Up	Set Up	Le Grand Ballroom (7 th floor)	Theatre	390	Complimentary	Complimentary
	24 hrs.	Production Office	Office	Biz 1 (7 th floor)	Boardroom	To be advised	Complimentary	Complimentary
	07:00-14:00	Half Day Meeting	Half Day Meeting	Le Grand Ballroom (7 th floor)	To be advised	272	2,300 net	625,600 net
	07:00-14:00	Breakout 1	Breakout	Biz 2 (7 th floor)	Boardroom	8	Included	Included
	07:00-14:00	Breakout 2	Breakout	Ballroom 1 (7 th floor)	Round Table	120	Included	Included
	07:00-14:00	Breakout 3	Breakout	Ballroom 2 (7 th floor)	Round Table	160	Included	Included
	07:00-14:00	Breakout 4	Breakout	Ballroom 3 (7 th floor)	Round Table	80	Included	Included
29 February	07:00-14:00	Breakout 5	Breakout	Salon 1 (7 th floor)	Round Table	30	70,000 net	70,000 net
2024	07:00-14:00	Breakout 6	Breakout	Salon 2 (7 th floor)	Round Table	30	70,000 net	70,000 net
	07:00-14:00	Breakout 7	Breakout	Salon 3 (7 th floor)	Boardroom	12	30,000 net	30,000 net
	07:00-14:00	Breakout 8	Breakout	Salon 4 (6 th floor)	Round Table	30	70,000 net	70,000 net
	07:00-14:00	Breakout 9	Breakout	Salon 5 (6 th floor)	Boardroom	12	30,000 net	30,000 net
	07:00-14:00	Breakout 10	Breakout	Club Millesime Meeting Room (31st floor)	Boardroom	12	30,000 net	30,000 net
	10:00-10:30	AM Break	Coffee Break	Foyer	Standing	272	Inclusive	Inclusive
	12:00-13:00	Lunch	International Buffet Lunch	To be advised	Existing	272	Inclusive	Inclusive





Sub Total Event Meeting Space and Venue (excluding accommodation)	Sub Total	7,382,600 net
	Total with Service Charge and Tax	7,382,600 net

Food & Beverage: Due to licensing requirements and for quality control, all food and beverage served at Hotel must be supplied and prepared by Hotel. Customer will spend a minimum of THB 7,577,600.- net on food and beverage for the event. Any shortfall in food and beverage spend will be charged as room rental.

Food & Beverage Attrition

Review Dates	% of the number of participants for F&B value being cancelled	Attrition fees
25 January 2024	Up to 10%	No fees
	More than 10%	100% of the amount cancelled
12 February 2024	Any cancellation will be	charged 100%

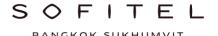
Substitution of Function Space: Hotel may assign an alternate function space for an event if the appointed function space is unavailable for any reason, or the Hotel believes the appointed function space is no longer appropriate, so long as the alternative function space meets with (or exceeds), Customer's material requirements. The Hotel will, consult with/notify Customer before making any changes, go under refurbishment and assign space that is similar to the original space booked.

Minimum Revenue: This Agreement will generate revenue for Hotel from a variety of sources. The minimum revenue anticipated by Hotel under this Agreement (including taxes and other charges) is:

Minimum Guest Room Revenue (# of room nights in Room Block x average Rate):	THB 4,320,000 net
Minimum Food & Beverage Revenue (based on committed food & beverage minimum):	THB 7,577,600 net
Estimated Other Revenue:	-
Total Minimum Revenue:	THB 11,897,600 net

Deposit Schedule: The deposit schedule is listed below. Failure to receive the first deposit, this agreement may result in space being released and the hotel accepting other enquiries.

Deposit	Portion	Due Date	Amount
1 st Deposit	25% of and estimated expenses	30 September 2023	THB 2,974,400 net
2 nd Deposit	25% of and estimated expenses	30 October 2023	THB 2,974,400 net
3 rd Deposit	25% of and estimated expenses	30 November 2023	THB 2,974,400 net
Outstanding Balance	-	29 February 2024	To be advised



Cancellation

- 1) Cancellation of bookings must be made in writing.
- 2) Cancellation of Accommodation and Food & Beverage will attract fees calculated as follows:
 - (a) If you cancel your accommodation and food & beverage booking:

When the cancellation request is received by the Hotel	Cancellation fees
90 days prior to group arrival	$50\ \%$ of the contracted accommodation charge for all room nights cancelled
60 days prior to group arrival	75 %of the contracted accommodation charge for all room nights cancelled
30 days prior to group arrival	100 %of the contracted accommodation charge for all room nights cancelled

3) Any services or goods organized, booked or ordered by the Hotel at the Client's request and subsequently cancelled, the Client will be liable for the payment in full of all costs and disbursements incurred by the Hotel. Such goods or services may include, but will not be limited to; transport, entertainment, audiovisual equipment, decorations and printing costs.

Payment Options: Payment will be made as indicated below. Please check applicable option.

	Group Master Account	Individual / Participant Account
Room &Tax Breakfast Minibar Room service Telephone Laundry & Valet Ser Porterage Other expenses (Lim Meeting & Event		
☐ Credit Card		
Credit Card No Expiry Date Card Holder's N	ame	
☐ Direct Deposit		
Hotel Bank's ac	DelmonSiam Limited	jak, Bangkok 10900

Payments shall be made in the currency indicated in the attached proposal and must be net of all expenses for the Hotel. Bills of exchange and foreign cheques are not accepted as means of payment.





<u>Insurance:</u> Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

The Customer shall be liable for any property damage and/or personal injury caused by itself or by the participants in the Hotel.

<u>Hotel Rules:</u> The Customer must, and must ensure that the participants at the event, must observe all procedures and policies implemented in the Hotel and, in particular, regulations relating to health, fire safety, compliance and procedures relating to depositing objects in the safe, etc. and may not claim compensation for the loss sustained in event of non-compliance with said procedures. https://all.accor.com/security-certificate/index.en.shtml).

<u>Disclosure</u>: The Customer will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive.

<u>Indemnification</u>: The Customer will indemnify, defend and hold the Hotel harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members, or participants.

<u>Indemnification</u>: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members, or participants.

<u>Data Protection</u>: Each party shall comply with all applicable data protection laws with respect to its collection, use and disclosure of personal data. The Customer will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive.

<u>Privacy</u>: <u>https://all.accor.com/security-certificate/index.en.shtml</u>).

<u>Limitation of Liability</u>: Neither Party shall be liable to the other by reason of any representation or any implied warranty, condition or other term or in tort (including negligence) or any duty at law, or under the express terms of this Agreement for any punitive damages or indirect or consequential loss or damage, or for expenses or claims for consequential compensation whatsoever which arise out of or in connection with this Agreement. Nothing in this Agreement excludes or limits either Party for death or personal injury caused by that Party's negligence or fraudulent misrepresentation. In no case shall the Hotel's liability exceed the total amount actually paid to the Hotel by the Customer.

<u>Force Majeure</u>: If either the Customer or the Hotel is affected by a force majeure event (an event beyond the Parties' control such as act of war, natural disaster, fire, flooding, epidemic ...), it shall promptly the other Party of the nature and extent thereof. Neither Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any force majeure event and the time for performance of such obligation shall be extended accordingly.

Acceptance: Customer may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval. This Agreement is governed by and is to be constructed in accordance with the laws of Thailand. The parties irrevocably agree that the commercial court in the jurisdiction the Hotel is located will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this contract. If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect. If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Customer.





ACCEPTED AND AGREED TO:

FOR Broadsword	FOR Sofitel Bangkok Sukhumvit
Signature	Signature
Date	Date: <u>11 August 2023</u>
Name:	Name: Parinya Lukkanapiruk
Title:	Title: <u>Director of Sales</u> <u>Corporate & MICE & Catering</u>