



### Contract Rates Agreement

Effective Date: 1<sup>st</sup> November 2023 - 31 October 2024

This agreement is made between:

**Dolphins Bay Pattaya Co., Ltd.**

**Address:** 555/5 Moo 1, Nong Prue Sub-district,  
Banglamung, Chonburi Province 20150, Thailand

**Contact person:** Khun Boom

**Tel.** 094 468 8942

**Email:** sales2@pattayadolphinarium.com

Hereinafter referred to as **"The Company"**

**Company:** TH Anywhere Co., Ltd.

**Address:** 39 Chaopraya Jewelry Tower Flr. 4, Prayathai,  
Ratchathewi Bangkok 10400

**Contact person:** Khun Sunshine

**Tel.** 098 349 8197

**Email:** negyi.partnership@thanywhere.com

Hereinafter referred to as **"The Agent"**

Both parties hereby agree on the following services and rates to be paid by The Agent according to the terms and conditions set forth hereunder:

**1. Programs & Rates:** Rates are in Thai Baht, applicable for **WORLDWIDE MARKET**.

Show (Categories of seat) and Services	Customer type	Selling Rate	Net Rate	Minimum Selling price
Regular	AD	600	360	540
	CH	480	280	430
Deluxe	AD	800	480	720
	CH	640	380	570
VIP (1 <sup>st</sup> Row)	AD	1,100	660	990
	CH	880	520	790
Swimming with dolphin	AD/CH	4,000	3,200	3,800

Show Time (50 minutes / Round)	11:00	14:00	17:00
Swimming with Dolphin (10 minutes / Round)	12:00	15:00	18:00

**Operating day: 6 days/week, close every Wednesday**

- 'Child' refers to guests whose height is between 80 – 120 cm. with age must not exceed 12 years old.
- Child under 80 cm. shall refer to 'infant', is free of charge under adult's supervision with no seats provided.
- Swimming with a dolphin is for adults or children from 6 years old. Children under 6 years old is not allowed.
- Swimmer's weight must not exceed 100 kilograms. For swimmers weight 100 kilograms up, the program will be provided with exception of some parts of the activity.

**2. Terms and conditions:**

- The above rates are subject to availability.
- Online selling rates in every distribution channel must not be less than 10% of The Company's selling rates.
- Customers who present Child tickets but the height exceeds 120 cm. will be charged at The Company's selling rate from Child to Adult before entering the show.
- Tickets sold outside the market specified in this agreement will be subject to a surcharge.
- The above rates are for one person and inclusive of 7% VAT.
- Terms and conditions specified in this Contract are strictly confidential, and The Agent shall not disclose the contract to other parties for any reason.

**3. Reservation and Operation Time:**

- Bookings from the Agents are closed 2 hours prior to the show.
- Seats upgrading is available only on booking which be sent in advance. It's not available up on arrival.
- Reservation by email at rsvn@pattayadolphinarium.com
- Contact number: +66 64 55 66 888
- Office hours from 10:00 – 18:00, closed on Wednesday.
- Reservation and ticketing department operates from 10:00 to 18:00 daily.

**4. Reschedule & Cancellation Policy:**

- **Reschedule and cancellation** shall be done 24 hours prior to the program time. Any request for cancellation within 24 hours is subjected to full charge.
- **"No show"** is applied for The Agent's customers who are not presented on time for the booked program and are subject to a 100% cancellation charge to The Agent.
- Any cancellations and amendments must notify The Company in writing by email. Verbal advice is not valid under any circumstances. However, any tickets issued are non-refundable and non-changeable.
- Bookings made via the official website provide the tickets that could be scanned and entered to the show stadium directly. However, bookings made this way are non-refundable and non-amendable.

**5. Payment:**

Full payment must transfer directly to The Company account at least 24 hours before show time. Payment slip is required.

Company bank details:

Account's name: Dolphins Bay Pattaya Co., Ltd.  
 Account number: 0323325111  
 Bank: Kasikorn Bank  
 Branch: Central Festival Phuket

**Remark: The company is not responsible for covering the bank fee upon the Agent's transaction.**

**6. Termination of contract:**

The Agent must not directly or indirectly purchase or sell tickets from or to other travel agents, tour counters, hotels, governmental agencies, as well as the companies, which Dolphins Bay Pattaya Co., Ltd. disapproves. If The Agent defaults on due payment, or violates any sections of this agreement, The Company shall have the right to terminate this agreement without notice.

**7. Validity:**

The Company reserves the right to change any details and conditions without prior notice.  
 Any offers are subject to availability.

**8. Emergency:**

Force majeure or any circumstances that hinder The Company from performing the show or activities, The Company will offer a refund to The Agent at the same amount as received for the relevant show or activities only. The Company shall not be liable for any compensation, damages, or further remuneration to The Agent.

**For and on behalf of:**

Company: \_\_\_\_\_

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Position: \_\_\_\_\_

Date: \_\_\_\_\_

**For and on behalf of:**

Company: Dolphins Bay Pattaya Co., Ltd.

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Managing Director

Date: 1<sup>st</sup> November 2023