

Yearly Contract Rate 2019 - 2020

This letter of agreement governed by The Republic of Indonesia's law, is drawn between **PT. Bali Perkasasukses** an owning company of **Hotel Indigo Bali Seminyak Beach**, thereunder referred to as the "Resort" and **Lozano Travel DMC Bali** thereunder referred to as the "Company":

Contracting Person:	Pingkan Kereh
Company Name:	Hotel Indigo Bali Seminyak Beach
Company Address:	Jalan Camplung Tanduk No. 10, Seminyak, Bali 80361, Indonesia
Company Phone Number:	+62 361 209 9999
Company Fax Number:	+62 361 209 9988
Mobile Phone Number:	+62 817 346 141
Email Address:	pingkan.kereh@ihg.com
Website:	www.seminyak.hotelindigo.com

(Hereinafter referred to as the "Resort")

And:

Contracting Person:	Rodrigo Garza – President & Owner
Company Name:	Lozano Travel DMC Bali
Company Address:	Jl. T. Jinah F-3 Renon, Denpasar, Bali 80225 Indonesia
Company Phone Number:	+62 361 4724997
Email Address:	rodrigo@lozano.com
Website:	www.lozano.travel/bali

(Hereinafter referred to as the "Company")

Contracting Period:	01 April 2019 – 31 March 2020
Contracting Subject:	Yearly Contract 2019 - 2020
Contracting Market:	Middle East

1. Confidential NET Rates

Room Category	Room Size/ Inventory	Normal Season 01 Apr 19 – 17 Apr 19 23 Apr 19 – 14 Jun 19 01 Sep 19 – 23 Dec 19 06 Jan 20 – 24 Jan 20 31 Jan 20 – 31 Mar 20	High Season 18 Apr 19 – 22 Apr 19 15 Jun 19 – 31 Aug 19 25 Jan 20 – 30 Jan 20	Peak Season 24 Dec 19 – 05 Jan 20
Classic Room	50 sqm 120 rooms (89 King & 31 Twin)	IDR 3,562,500	IDR 4,275,000	IDR 4,987,500
Neighbourhood Room	50 sqm 46 rooms (42 King & 4 Twin)	IDR 3,847,500	IDR 4,560,000	IDR 5,272,500
Oasis Room	50 sqm 40 rooms (37 King & 3 Twin)	IDR 4,132,500	IDR 4,845,000	IDR 5,557,500
Patio Room	50 sqm 18 rooms (12 King & 6 Twin)	IDR 4,417,500	IDR 5,130,000	IDR 5,842,500
Sea Breeze Room	50 sqm 23 rooms (19 King & 4 Twin)	IDR 4,702,500	IDR 5,415,000	IDR 6,127,500
Perada Suite	69 sqm 17 suites (17 King)	IDR 5,272,500	IDR 6,270,000	IDR 6,982,500
Tirta Suite*	107 sqm 3 suites (3 King)	IDR 6,412,500	IDR 7,410,000	IDR 8,122,500
Sagar Suite*	115 sqm 3 suites (3 King)	IDR 7,837,500	IDR 8,835,000	IDR 9,547,500
Wangsa 1 BR Pool Villa	300 sqm 17 villas (17 King)	IDR 7,837,500	IDR 9,262,500	IDR 9,975,000
Maha 2 BR Pool Villa*	800 sqm 2 villas (2 King & Twin)	IDR 14,962,500	IDR 16,387,500	IDR 17,100,000
Additional Extra-bed, incl. Breakfast (adult)		IDR 926,250	IDR 926,250	IDR 926,250
Additional Extra-bed, incl. Breakfast (for child 3-12yo)		FOC	FOC	FOC
Additional Child's Breakfast (application for child 3-12yo share bed with parent)		IDR 185,250	IDR 185,250	IDR 185,250

*Inventory subject to availability, please check in advance prior to making reservation.

Maximum Room Occupancy:

- Room categories:** 2 adults on king bedding + 1 child under 12 years old on extra bed + 1 child under 12 years old sharing bed with parents **or** 2 adults on king bedding + 1 adult on extra bed.
- Suites categories:** 2 adults on king bedding + 1 child under 12 years old on extra bed + 1 child under 12 years old sharing bed with parents **or** 2 adults on king bedding + 1 adult on extra bed.
- Wangsa 1 Bedroom Pool Villa:** 2 adults on king bedding + 1 child under 12 years old on extra bed + 1 child under 12 years old sharing bed with parents **or** 2 adults on king bedding + 1 adult on extra bed.
- Maha 2 Bedroom Pool Villa:** 4 adults on king and double bedding + 1 child under 12 years old on extra bed **or** 4 adults on king and double bedding + 1 adult on extra bed.
- Please request in advance for extra bed requirements, subject to availability upon receipt of reservation.**

2. Special Offers

i. Early Birds:

- a. **Book 45 days** prior to stay period to receive **10% savings** from yearly contract rates
- b. **Book 60 days** prior to stay period to receive **15% savings** from yearly contract rates
- c. Early Birds applicable for Normal, High and Peak Seasons

ii. Honeymoon Benefits for Rooms, Suites & Villas:

- a. A “Love Box” two-tier mini wedding cake (4cm & 6cm diameter)
- b. “Mr & Mrs” decorative couple-cushion during guest’s stay
- c. For minimum of 2 nights stay, receive an additional bottle of sparkling wine (375ml)
- d. Honeymoon benefits entitlements to be extended upon receipt of reservation notes along with a valid wedding certification of maximum 1 year from wedding date

3. Rate Benefits

i. Guest Experiences:

- a. Welcome drink at lobby and refreshing cold towel upon arrival for 2 persons
- b. Breakfast at Makase Restaurant for 2 persons
- c. Complimentary 24 hours access to the gym
- d. Selections of resort’s scheduled complimentary activities

ii. Room Features:

- a. Spa inspired bathroom
- b. Spacious walk-in wardrobe
- c. Seating area inside room
- d. Working desk
- e. Spacious balcony with day bed
- f. Egyptian cotton bed linen
- g. Pillow menu

iii. Room Entertainment & Technology:

- a. 42” wall mounted adjustable, HD IPTV
- b. Complimentary Wi-Fi
- c. Universal power and USB charging facilities
- d. Pay per view movies

- iv. **Punch & Munch (Room Mini Bar) & Amenities:**
 - a. Espresso coffee machine & tea making facilities
 - b. Manual juicer & complimentary daily oranges (upon requests)
 - c. Mini Bar (chargeable per consumption)
 - d. 2 bottles of still water
 - e. Spa bathroom amenities

- v. **Additional Benefits for Rooms, Suites & Villas, please refer to attached Property Descriptions.**

4. Rate Particulars

- i. Validity: **01 April 2019 – 31 March 2020**
- ii. Valid for business from **Middle East**
- iii. All of the above rates are quoted in Indonesian Rupiah, per room, per night, net (inclusive of 10% service charge and 11% prevailing government tax), and are non-commissionable. Should any of these charges change during the validity of the Agreement, the Resort reserves the right to amend all rates accordingly.
- iv. The rates are the same for single and double occupancy and are inclusive of breakfast to a maximum of 2 adults. Breakfast will be served in Makase Restaurant during normal operating hours.
- v. Family Policy:
 - a. One child age 11.99 years or younger may sleep for free on an extra bed inclusive breakfast, with accompanied paying adults in a room.
 - b. Second additional child age 11.99 years or younger may sleep for free on share-bed, with accompanied paying adults in a room. Breakfast for child sharing bed with parents at 50% off adult breakfast rate.
 - c. Children age from 3 to 11.99 years old will be charged 50% of meals in all venues except children's menu.
 - d. Children age 12 years old and above will be considered as an adult.
 - e. Children occupying their own room sold at contracted rates will be charged full contract rate for accommodation and breakfast or other products and services packaged with accommodations.
 - f. Baby cot is complimentary.
 - g. Every child and extra-bed request must be mentioned on reservation. Extra-bed is subject to availability upon reservation.
- vi. IHG Rewards Club members will not receive points for reservations and bookings made with the above rates.
- vii. On a quarterly basis your account manager will meet with your company representative to update you on the room night production of your account. Should it be determined that the productivity is not materializing the projected room nights, it may be necessary to review the contract. In such instances a new contract will be issued which will supersede this one.

5. Brochure Inclusion

- i. In order to avail above rates, our rooms/ suites/ villas must be featured in your printed brochure and/or website with the copy approved by the “Resort” prior to the finalization and printing of the brochure.
- ii. The “Resort” shall be featured as 5-star lifestyle resort in any promotional collateral or brochure produced by the wholesaler.
- iii. The “Resort” grants the “Company” a non-exclusive, royalty free, non-sub-licensable (except B2B partners), non-transferable, revocable license to use the “Resort” trademarks and logos and text, images, data or other content depicting or otherwise related to the “Resort” facilities, solely to promote the sale of Travel Packages. All “Resort” trademarks and content must be obtained through the “Resort” and must be used by the “Company” and its B2B partners in accordance with the IHG brand guidelines.

6. Free Sale

- i. The “Company” and its B2B Partners may book rooms without an allotment commitment until such time as the “Resort” notifies the “Company” to cease booking rooms. The “Resort” will provide the “Company” free sale of **Classic Room/ Perada Suite/ Wangsa 1 Bedroom Pool villa category only** as indicated in the **Room Availability Status** which will be provided by the “Resort” on regular basis.
- ii. All rooms on free sale must be sold and reported to the “Resort” daily by email to hotelindigobali.reservations@ihg.com or fax +62 361 209 9988.

7. Block-Out & Cut-off Dates

- i. The “Resort” reserves the right to impose black-out dates at its sole discretion. In such case, the “Resort” will honour all reservations for the black-out period, which were made prior to the notification of the black-out, provided reservation are received within 24 hours of the notification of the black-out at the “Resort”.
- ii. Please note that the black-out dates may be added during the year at any time. The “Resort” will advise the “Company” of this in advance and in this case, the “Resort” will request that the “Company” stop selling from the allotment and/or cease free-sale and submit reservations already made within 24 hours from the date of notice.

8. Festivities, High & Peak Season Policy

- i. The “Resort” reserves the right to request full payment for bookings during High and Peak Seasons regardless the credit facilities.
- ii. **A minimum stay of 3 nights will be applied for bookings passing New Year’s Eve (Peak Season).**
- iii. **No check out allowed on 31 December and 1 January.**
- iv. Respecting the **Balinese Nyepi Celebration (Seclusion Day) on 2020**, the resort will not be able to service guest arriving/ departing between 14:00 on 24 March 2020 until 06:00 on 26 March 2020. Guests staying over the mentioned dates will be able to enjoy the resort facilities with discretion.

9. Meal Rate

	Breakfast	Lunch (2-Course)	Dinner (3-Course)	Festive Celebration (e.g. Chinese New Year, Lebaran, Easter, Christmas, New Year)
Adult	IDR 370,500 NET	IDR 655,500 NET	IDR 855,000 NET	Start from IDR 1,083,000 NET
Child below 12yo	IDR 185,250 NET	IDR 327,750 NET	IDR 427,500 NET	Start from IDR 541,500 NET
Child below 3yo	FOC	FOC	FOC	FOC

- i. Lunch, Dinner and Festive Celebration is based on Set Menu.
- ii. Advance reservation for meal options required at the time of booking.
- iii. For Resort a la-carte menu details available upon request, no advance reservation needed.

10. Relocation

- i. If any guest room reservation cannot be accommodated by the “Resort”, the “Resort” will provide: (1) accommodations at a sister property within InterContinental Hotel Group or at a comparable “Resort” reasonably nearby at no charge for the first night; (2) one complimentary round-trip ground transportation between the “Resort” and the alternate “Resort” for each day the guest is displaced; (3) reimbursement for any reasonable expenses incurred by the change, including cost of telephone calls and internet.

11. Reservation

- i. All reservations are subject to availability and confirmation, unless contract state differently and has been agreed upon by the Resort.
- ii. Confirmed rooms are available after 15.00 on the day of arrival. Check out time is at 12.00.
- iii. Rooms used from 12.00 to 18.00 on the day of departure will be charged at 50% of the contracted rate.
- iv. Rooms occupied after 18.00 will be charged at full contracted rate.
- v. Early check in will be granted if room is available. An early check in can be confirmed upon payment being received for a pre night stay at the contracted rate.
- vi. A written reservation request should be received by our Reservations Department’s email hotelindigobali.reservations@ihg.com . Each reservation request will be sent a Resort confirmation number to acknowledge receipt of the reservation.

12. Cancellation & No Show

Normal Season	Cancellation or change in length of stay within 72 hours prior to arrival	1 night penalty
	Cancellation within 24 hours prior to arrival	100% penalty, equivalent to the entire length of stay
High Season & Peak Season	Cancellation or change in length of stay within 14 days prior to arrival	1 night penalty
	Cancellation, no show or early check out within 7 days prior to arrival	100% penalty, equivalent to the entire length of stay
No Show	Client who do not show will be charged for the entire length of stay. No-Shows must be paid without reliance on vouchers due to the inability of the client to present the voucher. Should the “Company” fail to pay the cancellation fee, the “Resort” may cancel the “Company”’s billing privileges or this letter, at Resort’s sole discretion, without any obligation or liability whatsoever.	
Early Departure	100% penalty, equivalent to the entire length of stay. No refunds will be provided for early departure.	

13. Payment

- i. Should credit facilities not be established, a one-night deposit is required **14 days** prior to arrival. A full prepayment covering all agreed services will be prepaid by the “Company” within **7 days** prior to arrival for **Normal Season**, **21 days** prior to arrival for **High Season**, **45 days** prior to arrival for **Peak Season**. If full prepayment is not received as mentioned, the reservation will automatically be canceled.
- ii. All deposit are non-refundable and non-transferable. In the event of payment default in the deposit schedule, the “Resort” reserves the right to cancel the reservation.
- iii. Should credit facilities be established, all invoices including master account and cancellation/ no show charges are due and payable 30 days after the billing date.
- iv. Should accounts not be paid within 30 days after the billing date, a 1% per month late payment charge will be applied. The “Resort” at its discretion may cancel the credit facilities.
- v. The “Resort” reserves the right to take any appropriate action in respect of overdue accounts.
- vi. In the event of disputed charges, the undisputed amount due must be paid within 30 days of the billing date.
- vii. Billing rate used is based on the Resort’s at its discretion may cancel the credit facilities.
- viii. Billing rate used is based on the Resort’s prevailing exchange rate. The exchange rate is subject to change without prior notice.

- ix. Payment may be made in cash, cheque or telegraphic transfer to:
- Beneficiary Name: PT Bali Perkasasukses
 - Account Number – USD: 6996789789
 - Account Number - IDR: 6886898987
 - Bank Name: Bank Negara Indonesia
 - SWIFT CODE: BNINIDJARNN
 - Address of Bank: Jl. Raya Puputan No 27 Renon Denpasar Bali Indonesia, Cabang Renon (KCP Sunset Road)

14. Indemnification

- i. Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the negligence, gross negligence or intentional misconduct of the party indemnifying or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable. Such indemnity shall not apply to the extent the claim or cause of action results from the negligence, gross negligence or intentional misconduct of the party claiming indemnity.

15. Force Majeure

- i. The “Resort” shall not be responsible and shall be relieved of its obligation under this agreement in the event and to the extent the performance of this agreement is delayed or prevented by any cause reasonably beyond its control, including, “Act of God” or government authorities, natural disasters, or other emergencies and circumstances not due to its fault or negligence.

16. Confidentiality

- i. Parties to this contract are **Hotel Indigo Bali Seminyak Beach** and **Lozano Travel DMC Bali**
- ii. The net wholesale rates in this agreement are strictly confidential and must not be disclosed to third parties.
- iii. **Termination** – either party may terminate this contract in writing for any reason giving 30 days written notice.
- iv. **Ownership or Marks** – InterContinental Hotels Group plc and its affiliates (“IHG”) own many trademarks, including "HOLIDAY INN", "HOLIDAY INN EXPRESS", "HOLIDAY INN RESORT", "HOLIDAY INN SELECT", "HOLIDAY INN CLUB VACATIONS", "CROWNE PLAZA", "INTERCONTINENTAL", "STAYBRIDGE SUITES", "CANDLEWOOD SUITES", "HOTEL INDIGO", "PRIORITY CLUB", "EVEN", "HUALUXE", "STAY SMART", "IHG" and many other trademarks, as well as trade names and logos and domain names associated with all of those trademarks (the “Marks”). Distributor shall not use any of the “Marks”, nor any adaptation or variation thereof, in any manner whatsoever, without the prior written consent, in each instance, of IHG.

Distributor will take no actions that are adverse to IHG's ownership rights in the "Marks". Distributor shall not use or register any domain name that is identical to or confusingly similar to any of the "Marks". Upon termination of this Agreement, Distributor will immediately cease use of any and all such "Marks".

- v. **Internet Keyword Marketing** – The "Company" shall not purchase an advertising or sponsorship position triggered by the "Marks", or any word or phrase confusingly similar to the "Marks", in connection with paid online search or with respect to any top level domain. In addition, "Company" shall use commercially reasonable methods to prevent the "Marks" from being displayed when a user types such "Marks" in as part of a search. This includes the "Company" providing to Google a negative keyword list consisting of the "Marks", and using Yahoo! Bing's program that permits presentation of a list of terms to exclude from "Company" list of keywords, and any other option offered by an online marketing vendor that would permit "Company" to present a negative keyword list containing the "Marks".
- vi. **Brand Loyal Marketing** – The "Company" shall not target, solicit, or otherwise make use of any data made available to it as a result of this agreement to offer business related to hotels not in IHG's system to IHG- brand loyal customers (i.e., customers expressing a preference for an IHG brand).
- vii. **Onward Distribution Principles** – The "Company" may offer or further distribute the hotel inventory to consumers online through any consumer-facing internet site or other consumer-facing distribution system provided such hotel inventory is distributed or offered as a packaged room of which the room element does not constitute more than 60% of the total packaged price and whereby the net rate is not discernible by the consumer.

Without limiting the foregoing, "Company" may offer or further distribute the hotel inventory to third parties, regardless of the channel used to offer or distribute such hotel inventory. In the event such hotel inventory is distributed to third parties online over the internet, all access to such internet site(s) shall be password protected and restricted to third parties. In the event that "Company" distributes its Hotel Inventory to a third party, "Company" will ensure that any such third party adheres to these onward distribution principles, and that any third party will ensure that any subsequent third party adheres to these onward distribution principles.

- viii. **Best Price Guarantee** – Distributor acknowledges that IHG operates a Best Price Guarantee in relation to the sale of the hotel inventory ("BPG"). In respect of any breach by "Company" or any third Party of the Onward Distribution Principles (which may or may not result in a Verified BPG claim) "Company" shall be liable by way of liquidated damages within 30 days of receipt of a demand for payment for:
 - a. a fixed administration cost at the prevailing rate, as notified to Distributor from time to time, in respect of administration costs incurred in performing the verification/investigation process and identifying the source of breach of the Onward Distribution Principles;
 - b. the cost of any non-cancellable test booking made in performing the verification/investigation process and identifying the source of the breach of the Onward Distribution Principles; and
 - c. In the case of a verified BPG claim, an amount equal to the costs paid to the customer making the claim.

The parties acknowledge and agree that the amounts payable pursuant to this Section represent a genuine pre-estimate of loss.

- ix. **Opacity** – Unpublished rate are offered by Resort expressly and solely for wholesaler use and must be “bundled” with other components (car rental, tour package, airfare, etc.)
- x. **Brand Loyal Marketing and Onward Distribution** – It is not permitted to target, solicit, or otherwise make use of any data intended to switch IHG-brand loyal customers (i.e. customers expressing a preference for an IHG brand) to other hotels or resorts. Unpublished rates are offered by the Resort and provider use. The offering or distribution of unpublished rates or any other data or information provided by the Resort, through any internet site or global distribution system booking sites, is expressly forbidden, unless the Resort has been notified and the Resort has approved such re-distribution in writing.
- xi. **Predatory Advertising** – The tour operator shall not use, and shall prohibit all web sites within its control from using, any predatory advertising methods designed to generate traffic from IHG sites, or any other sites that exclusively promote IHG brands, for which the tour operator has no contractual rights for the online promotion of any products or services other than IHG hotels. A predatory advertising method that creates or overlays links or banners on websites, spawns browser windows, or utilizes any other method to generate traffic from a website without that website owner's knowledge, permission, and participation.
- xii. This agreement may be terminated immediately in the event such rates are made available online. Publicly available online rates may be published only after entering into a separate online distribution agreement with IHG.

17. Dispute Resolutions



- i. It is expressly agreed and declared that the law of the Agreement is the Law of Indonesia and that any disputes, action or other matters arising there under shall be determined in a court of Law in Indonesia.

18. Contact Information

Department/ Position	Person in charge	Email	Phone
Reservation Team	Reservation Team	hotelindigobali.reservations@ihg.com	+62 361 2099999
Reservation Manager	Santoso	santoso.santoso@ihg.com	+62 361 2099999
Director of Finance	Roma Berliana	roma.berliana@ihg.com	+62 361 2099999
Account Receivable/ Credit Manager	Ayu Rohaniwati	ayu.rohaniwati@ihg.com	+62 361 2099999
Senior Business Development Manager	Pingkan Kereh	pingkan.kereh@ihg.com	+62 817346141

By signing this Contract, you acknowledge and accept the Terms and Conditions and Rates provided by Hotel Indigo Bali Seminyak Beach, as outlined above. Hotel Indigo Bali Seminyak Beach cannot accept any bookings without a signed copy of the agreement and reserves the right to cancel this Contract at any time. Should we not receive a signed contract within 14 days of distribution; any booking request received for the contracted time frame will deem agreement and compliance of the said Terms and Conditions.

The Terms and Conditions of this **Yearly Contract Agreement 2019-2020** shall not be varied or modified except by mutual agreement in writing. Please complete the information below, signed and scanned, email the first and last page to **Pingkan Kereh, Senior Business Development Manager** at pingkan.kereh@ihg.com

Offered By Hotel Indigo Bali Seminyak Beach:	Accepted By Lozano Travel DMC Bali
Name: Pingkan Kereh Position: Senior Business Development Manager Signature:  Date: 10 January 2019	Name: Rodrigo Garza Position: President & Owner Signature: Date:
Name: Jean Heliere Position: General Manager Signature:  Date: 10 January 2019	Company Stamp: