

31 May 2018

Company: Lozano Travel

Kanuhura Maldives

Address: Lozano Travel de Mexico S.A de C.V
Taine #79 – Colonia Polanco, Del. Miguel Hidalgo, Mexico city
Telephone: +52 55 52554455
Fax:
Email: alex.mendiola@lozano.com

Lhaviyani Atoll,
Republic of Maldives
T +960 662 0044
F +960 662 0033

E-mail: reservations@kanuhura.com.mv

WHOLESALE RATE AGREEMENT 2018 – 2020

Validity 01 November 2018 – 09 January 2020

THE RATES BELOW ARE VALID FOR ALL MARKETS

1. RATE TABLE

| Villa Categories | Size | Seasons | Shoulder 2018 | Festive 2018/19 | High 2019 | Low 2019 | Shoulder 2019 | Festive 2019/20 |
|--|---------|--|---------------|-----------------|-----------|-----------|---------------|-----------------|
| | | Start Date | 1 Nov 18 | 23 Dec 18 | 6 Jan 19 | 28 Apr 19 | 29 Sep 19 | 22 Dec 19 |
| | | End Date | 22 Dec 18 | 5 Jan 19 | 27 Apr 19 | 28 Sep 19 | 21 Dec 19 | 9 Jan 20 |
| Maximum Occupancy and Beddings | | Rate Per night | | | | | | |
| Beach Bungalow | 75sqm* | 2 Adults + 2 Children or 3 Adults 1 Sofa Bed and 1 Extra Bed | 850 | 1,800 | 1,200 | 750 | 850 | 1,800 |
| Beach Villa | 90sqm* | | 950 | 2,400 | 1,300 | 850 | 950 | 2,400 |
| Water Villa | 140sqm* | | 1,350 | 2,200 | 1,750 | 1,200 | 1,350 | 2,200 |
| Beach Pool Villa | 120sqm* | | 1,195 | 2,800 | 1,650 | 1,075 | 1,195 | 2,800 |
| Water Pool Villa | 165sqm* | | 1,850 | 3,250 | 2,400 | 1,650 | 1,850 | 3,250 |
| Retreat Beach Pool Villa | 290sqm* | | 1,975 | 4,000 | 2,725 | 1,775 | 1,975 | 4,000 |
| Grand Beach Villa (2 Rooms) | 270sqm* | 4 Adults + 4 Children or 2 Adults + 6 Children 2 Sofa Beds & 2 Extra Beds | 2,600 | 5,250 | 3,750 | 2,150 | 2,600 | 5,250 |
| Grand Beach Pool Villa (2 Bedrooms) | 250sqm* | 4 Adults + 2 Children or 2 Adults + 4 Children 1 Sofa Bed & 1 Extra Bed | 3,350 | 6,000 | 4,625 | 3,000 | 3,350 | 6,000 |
| Retreat Grand Beach Pool Villa (2 Bedrooms) | 370sqm* | 4 Adults + 4 Children or 2 Adults + 6 Children 2 Sofa Beds & 2 Extra Beds | 3,850 | 6,500 | 5,000 | 3,450 | 3,850 | 6,500 |
| Retreat Family Beach Pool Villa (3 Bedrooms) | 620sqm* | 6 Adults + 2 Children or 4 Adults + 4 Children 3 Sofa Beds & 3 Extra Beds | 5,250 | 7,750 | 6,250 | 4,750 | 5,250 | 7,750 |
| Sanctuary Pool Villa (3 Bedrooms) | 715sqm* | 6 Adults + 2 Children or 4 Adults + 4 Children 3 Extra Beds | 8,500 | 11,000 | 9,500 | 7,500 | 8,500 | 11,000 |

*Size of the Rooms are including Indoor and Outdoor living spaces

1.1. Above rates are per night, inclusive of Breakfast, 10% Service Charges, 12%TGST and Green Tax based on the following occupancy:



| Room Categories | Rate based on: |
|---|------------------------------------|
| Beach Bungalow, Beach Villa, Water Villa, Beach Pool Villa, Retreat Beach Pool Villa and Water Pool Villa | Single/Double (Adults or Children) |
| Grand Beach Villa, Grand Beach Pool Villa and Retreat Grand Beach Pool Villa | Four Guests (Adults or Children) |
| Retreat Family Beach Pool Villa and Sanctuary Pool Villa | Six Guests (Adults or Children) |

Additional person sharing charges:

Adult (12 years and above): USD 150 per night
 Children (below 11.99 years): Complimentary

2. RATE RULES – APPLICABLE FOR ALL ROOM CATEGORIES

- 2.1. All net rates are quoted in USD per room per night including buffet breakfast in A Mano restaurant and includes 10% Service Charge, 12% T-GST and USD 6 Green Tax per person per night.
- 2.2. Government taxes and fees are subject to change and Kanuhura reserves the right to add these on, effective from the date of implementation.
- 2.3. 10% Service Charge plus 12% TGST will be charged on any additional services not already shown in this contract.
- 2.4. The above rates are excluding seaplane transfers, additional charges will apply.
- 2.5. Infant age up to 1.99 years, child age 2 – 11.99 years, adult age 12 years and above. Infant cots are provided free of charge but must be booked in advance.
- 2.6. All stays over the 31 December 2018 & 31 December 2019 must stay a minimum of 5 nights.
- 2.7. Until the new contract for 2019 -2021 is issued, please apply a 10% increase to the 2018/2019 rates.
- 2.8. These rates will be invalid from the date the new contract for 2019/2020 is issued. Contracted Discounted or Long Stay and Loyal Guests Bonus Offer and h Honeymoon Offer are applied.

3. RESERVATION

- 3.1. Bookings should be sent in writing by e-mail to the Kanuhura reservations department reservations@kanuhura.com.mv on a sell and report basis on the same day or within 48 hours
- 3.2. First and last names of the guest/s, age of the children, date of stay and arrival/departure flight details are to be provided when making a booking.
- 3.3. The hotel shall forward the operator a written confirmation of reservations, change in reservations or cancellations indicating the reservation or cancellation number.
- 3.4. Operator must obtain written proof of confirmation/amendment of booking from the hotel before confirming to the client.
- 3.5. The resort operates on a free sale subject to stop sale basis. In the event of a stop sale being issued for any villa category, Kanuhura will send the stop sales notice to your designated stop sales e-mail address. On some occasions a stop sale notice may in fact re-open villas for sale.
- 3.6. The receipt of the notice must be acknowledged by your company immediately.
- 3.7. 24 working hours will be given for the operator to advise any unreported bookings which the hotel will confirm.



4. CHECK IN & CHECK OUT

- 4.1. Check-in time: 14.00
- 4.2. Check-out time: 12.00 noon
 - 4.2.1. Early Check-in and late check-out is subject to availability
 - 4.2.2. To guarantee early check in, please book the room one night prior to actual check-in date.
 - 4.2.3. To guarantee late check-out in advance, please book an additional night. A late-check out may be arranged at the management discretion on the day of departure subject to the villa availability. An additional charge will apply which is to be paid directly by the guest.

5. MEAL SUPPLEMENTS

- 5.1. Half Board (HB) meal supplement (BB to HB) per person per day:

| | | |
|------------------|--------------------|----------------|
| Adults | 12 years and above | USD 120 |
| Infants/Children | 0 - 11.99 years | Free of charge |

- 5.2. Full Board meal (FB) supplement (BB to FB) per person per day:

| | | |
|------------------|--------------------|----------------|
| Adults | 12 years and above | USD 170 |
| Infants/Children | 0 - 11.99 years | Free of charge |

- 5.3. Full Board meal (FB) supplement (HB to FB) per person per day

| | | |
|------------------|--------------------|----------------|
| Adults | 12 years and above | USD 50 |
| Infants/Children | 0 - 11.99 years | Free of charge |



5.4. Meal supplement terms

- 5.4.1. Half Board (dinner) net supplement (food only) will be USD 120 per adult per day and includes a buffet dinner in the A Mano Restaurant. Children 11.99 years and below will dine free of charge if dining with their parents. Guests will be able to “dine-around” in the a la carte restaurants at no extra charge with the exception of premium dishes such as Lobster, Wagyu Beef and as specified on the menu. Children 11.99 years and below and infants can dine free of charge from the kids menu in the a la carte restaurants.
- 5.4.2. Full Board (lunch and dinner) net supplement will be USD 170 per adult per day and includes a buffet dinner in A Mano Restaurant and an option of a la carte restaurants for lunch excluding the Drift restaurant located on Jehunuhura. The same “dine-around” policy as the HB supplement applies.
- 5.4.3. All board supplements are inclusive of 10% Service Charge and 12% T-GST. All beverages are at additional cost.
- 5.4.4. The meal plan basis must be the same for all the days of stay and for all guests staying in the same room.
- 5.4.5. Please note that In-Villa-Dining and Destination Dining is not included in any meal plan and will be charged as per menu prices.
- 5.4.6. During lower occupancy periods we may close certain restaurants on a rotational basis.

5.5. Dine Around

Free a la carte Dinner Dine Around for all Half Board & Full Board bookings excluding Drift Restaurant. This offer includes a free meal choice of 1 starter, 1 main course and 1 dessert per person from the main menu. Premium Dishes Wagyu Beef and Lobster excluded and as specified on the menu. Dinner meals can be availed in both buffet and a la carte Restaurants. Children eat from the kids menu. Applicable all year round - special events, Easter, Christmas and New Year’s Eve excluded. Supplement charges for special events may apply.

6. CHRISTMAS & FESTIVE SUPPLEMENT

6.1. Compulsory Christmas Eve Dinner supplement:

24 DECEMBER 2018 AND 2019

| | ON BED & BREAKFAST | ON HB & FB |
|--|--------------------|----------------|
| Adults | USD 375 | USD 250 |
| Teenager (12 – 17.99 years) | USD 200 | USD 90 |
| Infants and Children (0 – 11.99 years) | Free of charge | Free of charge |

This supplement includes a gala buffet dinner in Amano Restaurant on 24 December 2018 and 24 December 2019 (excluding beverages).



6.2. Compulsory New Year's Eve Dinner supplement 31 DECEMBER 2018 AND 2019

| | ON BED & BREAKFAST | ON HB & FB |
|--|--------------------|----------------|
| Adults | USD 500 | USD 350 |
| Teenager (12 – 17.99 years) | USD 250 | USD 150 |
| Infants and Children (0 – 11.99 years) | Free of charge | Free of charge |

This supplement includes a gala buffet dinner in Amano Restaurant on the 31 December 2018 and 31 December 2019 (excluding beverages).

7. COMPLIMENTARY PRIVILEGES

- ✓ Complimentary Wi-Fi on in the island
- ✓ Complimentary use of snorkelling set during the stay
- ✓ Complimentary use of our picnic island with complimentary transfers
- ✓ Complimentary Pure by Sun Resorts water in the room
- ✓ Complimentary use of Steam and Sauna in the Spa
- ✓ Complimentary use of our Airport lounge on arrival.
- ✓ Complimentary private Kanuhura vehicle between International terminal and seaplane terminal (our own vehicle)
- ✓ Coffee/tea and snacks in the Airport lounge
- ✓ Complimentary unpacking and packing services
- ✓ Complimentary early check-in and late check-out, subject to availability on arrival or departure
- ✓ Complimentary Maldivian traditional sarong (Feyli) on arrival – for all guests
- ✓ Complimentary use of Tennis court, squash, games room, Futsal, Badminton, Beach Volleyball
- ✓ Complimentary business facilities (use of guest computer in the lobby). Printing, scanning and fax available on request
- ✓ Complimentary beach cinema once a week
- ✓ Complimentary bubble bath (on request)
- ✓ Complimentary use of amenities during the stay (such as beach bags, bathrobes)
- ✓ Complimentary weekly sundowner cocktails
- ✓ Complimentary kids amenities
- ✓ Complimentary laundry services for infants
- ✓ Personalized guest name board in each Villa (at the entrance)
- ✓ Complimentary cakes on special occasions (Birthday, anniversary etc.)
- ✓ Complimentary transportation (from 7:00 to 17:00) to and from Jehunuhura (Drift Restaurant)

8. SPECIAL OFFERS

8.1. Offer 1: Short Stay Offer (1 – 6 nights)

25% DISCOUNT ON ALL ROOM CATEGORIES (ON BB RATES)
 Stay period: 1 November 2018 – 22 December 2019
 Blackout dates: 23 December 2018 – 5 January 2019
 Short Stay Offer is not combinable with Long Stay Offer

8.2. Offer 2: Long Stay Offer (7 night or more)

30% DISCOUNT ON ALL ROOM CATEGORIES (ON BB RATES)
 Stay period: 1 November 2018 – 22 December 2019
 Blackout dates: 23 December 2018 – 5 January 2019
 Long stay offer is not combinable with Short Stay Offer



8.3. Offer 3: Summer Offer

COMPLIMENTARY UPGRADE FROM BB TO HALF BOARD BASIS

Stay period: 28 April 2019 – 28 September 2019

Combinable with: Short Stay Offer/Long Stay Offer, Family Extravaganza, Honeymoon Offer and Loyal Guests Bonus Offer

| Meal Upgrade Charges | HB to Fullboard |
|---------------------------------------|-----------------|
| Adults (12 years and above) | USD 50 |
| Children (3 – 11.99 years) | Free of Charge |
| Infants and Children (0 – 2.99 years) | Free of charge |

8.4. Offer 4: Family Extravaganza (Two and three Bedroom Villas)

Applicable Room Categories:

Grand Beach Villa, Grand Beach Pool Villa, Retreat Grand Beach Pool Villa, Retreat Family Beach Pool Villa and Sanctuary Pool Villa

MINIMUM 5 NIGHTS

- Children up to 11.99 years stay free of charge in their parent’s room on parent’s booked meal plan
- Combined Sunset Cruise once during the stay, subjected to weather and sea condition
- A Lunch in Drift Restaurant, excluding beverages (in Jehunuhura) for family OR one-night private cinema (excluding meals and beverages)

7 OR MORE NIGHTS STAY RECEIVE ADDITIONAL:

- Complimentary Seaplane for children up to 11.99 years

Validity: 1 November 2018 – 9 January 2020 – including Festive seasons.

Combinable with: Short Stay Offer/Long Stay Offer, Summer Offer during applicable Period and Loyal Guests Bonus offer

8.5. Offer 5: Loyal Guests Bonus Offer

10% DISCOUNT FROM SECOND STAY ONWARDS

Validity: 1 November 2018 – 9 January 2020 – including Festive season.

- This discount is not applicable on the meal plan, transfers or any other pre-booked services.
- The percentage discount applies on extra bed price
- Combinable with: Short Stay Offer/Long Stay Offer and Family Extravaganza Offer and Summer Offer during applicable period.



8.6. Honeymoon Offer: 10% Discount (Minimum 4 nights stay)

Stay Period: 1 November 2018 – 9 January 2020

Honeymoon Benefits:

- A Bottle of Champagne and Welcome Amenities on Arrival
- Complimentary 60 minutes Massage for the Bride

A Wedding Certificate not older than 12 months must be shown during booking process and present a copy at the time of check-in

Combinable with Short Stay Offer/Long Stay Offer, Summer offer during applicable Period and Loyal Guests Bonus offer

8.7. Offer 6: Kids go Free

Children up to 11.99 years old stay free (including Green Tax) of charge in their parent’s room on parent’s booked meal plan (Kids enjoy free meal from Kids Menu when dining with Parents – when booked on HB or FB)

9. TRANSFERS AND SEAPLANE PRICES

| | | |
|----------|--------------------|----------------|
| Adults | 12 years and above | USD 550 |
| Children | 2 – 11.99 years | USD 325 |
| Infants | 0 – 1.99 Years | Free of charge |

- Seaplane transfer services are operated by Trans Maldivian Airways TMA
- Above rates are quoted per person inclusive of TGST for a return seaplane transfer from Male – Kanuhura – Male. Rates are subject to change without prior notice.

- 9.1. Seaplane flights are mandatory for every person staying in Kanuhura Maldives and will be booked along with the accommodation upon reservation.
- 9.2. Transfer rates include the baggage allowance restricted to 25kg per person and hand luggage of 5kg per person. Excess baggage will be charged as an extra cost upon check in.
- 9.3. The Seaplane flights/transfers are operated by third party operator (TMA); Kanuhura is not liable for any delay or operational matters of the transportation. Kanuhura role is to arrange the transportation booking on behalf of the customer.

Please allow approximately two hours between your international flight arrival and seaplane connection to the resort. Trans-Maldivian Air (TMA) is an independent operator, which provides the resort with confirmed seaplane schedules in the evening prior to arrivals and departures. As such, all scheduled timings are solely at the discretion of the management of TMA. Thus, waiting time may vary and are beyond the control of Kanuhura. Moreover, Kanuhura will not be held liable for any lost luggage or missed international flight caused by seaplane schedule or weather changes.



Kindly note that Trans-Maldivian Air's seaplane transfer has a luggage allowance of 30 kg per person including hand luggage, any amount over this will be charged additional 5 USD per kg. The maximum weight should not exceed 32kg per piece, if the luggage is heavier owner must repack to bring the weight to 32kg. Any items that are heavier than 32kg and cannot be reduced can be carried on a charter basis, where passenger must charter the aircraft. Full arrival and departure flight details should be received within 7 days prior to arrival date to ensure a smooth seaplane transfer. Trans-Maldivian Air (TMA) reserves the right to refuse bookings or amend bookings if details are informed less than 3 days prior to arrival.

Seaplane transfers in the Maldives only operate during daylight hours, and are subject to your international arrival and departure times. Your outbound flight must arrive in the Maldives between 06:00 and 15:00. Your inbound flight from the Maldives must depart between 08:50 and 20:00. You may be required to find your own accommodation in Male or at the airport if your arrival time is beyond 15:00. Please inform us in advance should you require the assistance from our Airport Representatives on your arrival. Kindly also advise us the name of the hotel where you will stay overnight in order for us to coordinate with them accordingly. If the fuel price increases, the mentioned rates will be subject to increase.

RESERVATIONS INFORMATION:

Kanuhura Reservations
Phone: +960 662 0044
Email: reservations@kanuhura.com.mv
Fax: +960 662 0033

SALES & MARKETING INFORMATION:

Mr. Amjad Thaufeeg
Director of Sales & Marketing
Phone: +960 662 0044
Mobile: +960 7978008
Email: amjad.thaufeeg@kanuhura.com.mv

Written confirmation will be provided for your reservation. Hotel voucher provided to the guest should only include details such as dates, room categories and any applicable packages that have been confirmed.

10. CANCELLATION AND NO-SHOW

10.1. Festive Season

Cancellation between 70 to 40 days prior to arrival incurs 50% of the total accommodation charges. If cancelled less than 40 days prior to arrival, 100% of the total accommodation charges.

10.2. All other periods

Cancellation between 21 to 11 days prior to arrival incurs 50% of the total accommodation charges. If cancelled less than 10 days prior to arrival, 100% of the charges plus one -way seaplane transfer shall be charged per passenger booked.

NO SHOW - entire length of stay Plus one-way Seaplane transfer will be charged.

EARLY DEPARTURE - guests departing prior to foreseen departure date are not entitled to any refund.



11. PAYMENT TERMS & CONDITIONS

For all Contracted Partners who does not have Credit facility, Kanuhura Maldives requires all confirmed bookings to be pre-paid 30 days prior to arrival by USD currency bank draft. Should delinquency in payment occur, the hotel reserves the right to cancel the booking. Any bank transfer fees should be settled by the wholesaler. In the event of a disputed charge, the balance due less disputed amount will be paid while the disputed item is being reviewed by the hotel. Use of credit card for any portion of payment or deposit will incur a payment processing fee (including T-GST) against full amount of the payment. This fee will be invoiced to the wholesaler and then charged at time of payment.

Accepted Credit Cards: American Express, Diners Club, Visa, Master Card and Union Pay.

Where credit facilities have been extended by SUN, all invoices raised must be paid within 30 days of the guest's departure as per credit agreement.

Bank Details

OPTION 1:

Account Name: SRL Kanuhura Limited
Bank Address: The Mauritius Commercial Bank (Maldives) Private Limited,
H. Sifa Building, Boduthakurufaanu Magu,
Male', Republic of Maldives
Bank Swift Code: MCBLMMV
Account Number: 000 000 3999

OPTION 2:

Account Name: SRL Kanuhura Limited
Bank Address: The Mauritius Commercial Bank Limited,
Sir William Newton Street, Port Louis,
Republic of Mauritius
Bank Swift Code: MCBLMUMU
Account Number: 0000 1182 9087
IBAN number: MU14MCBL0901000001829087000USD

12. HOTEL TERMS & CONDITIONS

12.1. All room rates and prices are net and inclusive of 10% Service Charge, 12% T-GST and USD 6 Green Tax per person (as per clause 1.1) per room per night. All rates are listed in USD (United States Dollars). All room rates are inclusive of breakfast (BB). All room occupants must be on the same meal plan basis for the duration of stay. Any unconsumed meal plans cannot be deducted from the final bill or refunded.



- 12.2. In the event of the Government of Maldives imposing any additional taxes or changes in taxes, Kanuhura Maldives reserves the right to pass this on to the wholesaler without prior notice.
- 12.3. The rates are only considered activated once we have received a copy of this agreement duly dated and signed by you.
- 12.4. The size of the Rooms are including indoor and outdoor living area
- 12.5. This contract is valid for all markets.
- 12.6. Please note that the rates are final, non-commissionable and should be kept confidential. Violation of rate confidentiality will result in termination of this agreement. If disclosed, the wholesaler shall indemnify any and all damages which Kanuhura Maldives may suffer due to such disclosure.
- 12.7. A mark-up of 25% is recommended. Online displayed rates need to appear reasonably packaged with meal plan and airfare.
- 12.8. The base rates should not be exposed in any form of publication and moreover has to be hidden in package and/or tours. Advertising the rate as the “lowest possible rate” is not permitted.
- 12.9. Rates are only valid if Kanuhura Maldives is featured publicly in the contracting partner’s brochure or display medium of choice. A copy of brochure text has to be sent to the resort prior to publishing and printing for proof reading and written approval. Compulsory Christmas & New Year’s Eve Dinner has to be mentioned. The agreement of this contract does not automatically confirm participation or acceptance in any wholesale program where fees of any nature are applicable (including brochure contribution in cash or barter payments).
- 12.10. To download high resolution images simply visit [Resort Images Library](#) and download high-resolution images free of charge. Downloaded content is not permitted to be passed on to third party users.
- 12.11. Rates and applicable terms and conditions are only valid for individual bookings.
- 12.12. Bookings with more than 6 rooms will be considered as a group and are subject to group rates.
- 12.13. For any reservations commencing in one season into another season during the guest’s stay, the corresponding rate for each season will apply.
- 12.14. Rooms on request basis may not be confirmed at contracted rates and this is up to the discretion of the hotel.
- 12.15. The hotel holds the right to impose Stop Sale / Black Out dates at its sole discretion. In such case, the hotel will honour bookings reported within the reporting period specified under “Free Sale Terms & Conditions”. Stop Sale and Black Out periods may be added during the year at any time. The hotel will advise contracted partners in advance. Sole responsibility lies with the contracted partner to provide an official recipient email address to receive stop sale notifications upon returning a signed copy of this contract.
- 12.16. All customers must be advised that they are responsible for payment of all charges exceeding pre-booked and pre-paid room rates produced in the course of their stay at the property (e.g. minibar, excursions etc.)



- 12.17. Kanuhura Maldives reserves the right to carry out repairs, renovations or upgrades/preventive maintenance programs it may deem necessary in order to keep the Resort in good condition. Such decisions may be made by Kanuhura Maldives at its absolute discretion, but prior notice of the commencement of any major renovation work on a prolonged basis that may affect the guests' comfort, will be provided to the contracted partner
- 12.18. Kanuhura Maldives advises all guests travelling with young children to be aware of the unrestricted access to the sea and the lagoon directly from the villas and other public areas. Families travelling with children are recommended to book all beach category villas for families. However, should the client choose to stay in a water villa, a disclaimer form must be completed and signed by the parents upon arrival at the resort. Kanuhura will not accept responsibility in case of accident or injury caused.
- 12.19. This agreement and all matters or issues related hereto shall be governed by the laws of Maldives. Jurisdiction and venue shall be the capital Male, Maldives.
- 12.20. Under this Contract, the obligations of Kanuhura Maldives shall be rendered invalid under all circumstances of Force Majeure (war, invasion, rebellion acts, government actions, strikes, lock-outs, fire, flood, earthquake, terrorist acts, acts of God, act of civil unrest, national catastrophes, compliance with any government ordered measures shall be considered as 'Force Majeure') where either party cannot perform its duties. Under any condition of 'Force Majeure', neither party shall hold the other party liable for failure to perform its obligations. Such situations of 'Force Majeure' shall be documented by certificates taken from official authorities.
- 12.21. The wholesaler agrees and accepts to indemnify Kanuhura Maldives and its employees against any claim, payment of damages, fines and/or legal costs arising as a result of any breach of contract or negligence by the wholesaler. This contract shall be governed in all respects by Maldives Law. All disputes arising out of or in connection with the present contract shall be finally settled under the rules of arbitration of the 'International Chamber of Commerce' by one or more arbitrators appointed in accordance with the said rules. The place of arbitration shall be Male and shall be conducted in the English language.
- 12.22. The wholesaler shall not transfer or assign this contract and/or the scope of this contract and/or any or all of its rights, receivables and/or obligations under this contract to any other persons or entities without prior written consent of Kanuhura Maldives.
- 12.23. This contract, together with all its attachments, constitutes the complete and exclusive statement of this contract between the parties hereto and supersedes any and all prior express or implied agreements or understanding between the parties hereto concerning the subject matter hereof. No amendment, waiver or other alteration of this contract may be made except by mutual agreement in writing.
- 12.24. Termination of the contract: Termination of this agreement by either party, without penalty, for any reason is valid upon 30 days of prior notification in writing to the other party. In such a situation, Kanuhura Maldives agrees to honour all the future confirmed bookings of the contracted partner



that would have been confirmed by Kanuhura Maldives, provided the contracted partner settle the value of the future bookings immediately (earlier than the effective date of termination of contract)

12.25. The language of this contract shall be the English language. If any provision or provisions of this contract shall be held to be invalid, illegal or unenforceable; the validity, legality and enforceability of the remaining provisions shall not be affected thereby. Such invalid, illegal or unenforceable provision shall be replaced by an alternative provision, which comes as close as to the intended purpose of the invalid, illegal or unenforceable provision as possible. This contract shall be binding on the legal successors of the parties.

By signing this contract, you acknowledge and accept the Terms and Conditions and rates provided by Kanuhura Maldives, as outlined above. Kanuhura Maldives 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 15 days of distribution, then this offer shall be null and void and shall not be binding.

Authorized Signatory: Mr. Amjad Thaufeeg
Title: Director of Sales & Marketing
Company: SRL Kanuhura Ltd
Date: 31 May 2018

Authorized Signatory:
Title:
Company:
Date: