



**FOUR SEASONS RESORT MALDIVES AT KUDA HURAA**  
**WHOLESALE NET RATE AGREEMENT- F.I.T. PROGRAM**

**PREPARED EXCLUSIVELY**

**FOR**

**NUBA Expediciones De México, S. DE R. L.**  
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Four Seasons Resort Maldives at Kuda Huraa  
North Male Atoll, Republic of Maldives

**“Did you know?”**

1. Accommodations include the family favourite **Two-Bedroom Beach Pavilions with Pool** and the **Deluxe Beach Pavilions with Pool**: beachfront hideaways that weave from crisp white interiors with pearl-grey furnishings and splashes of bougainvillea-pink to the white sand beach via lush private plunge pool gardens.
2. **The Island Spa** is a sanctuary of peace and purity showcasing marine-inspired treatments – including water bed massages – plus new therapeutic healing arts and an exclusive rooftop **Night Spa** for just one couple or individual each evening.
3. Kuda Huraa’s **expert Dive Team** teach the full gamut of PADI courses – including lagoon-based qualifications to kids as young as eight – alongside dive trips to over 30 sites within a 10 to 45-minute sail.
4. Kuda Huraa is a **surf haven** with year-round lessons for guests as young as six, run by luxury surf pioneers, Tropicsurf, as well as easy access to world-class breaks and extreme seaplane ‘surfaris’. **The Four Seasons Surfing Champions Trophy is back from Aug 21-28 2023**, showcasing a new line-up of surfing royalty following Kelly Slater’s epic 2022 victory.
5. ‘Early Bird Booking’ guests also receive a **complimentary half board à la carte dine around plan** – including theme night buffets and Lobster Night.

## Suggested Marketing Paragraph:

If the Maldives are the pearls of the Indian Ocean, Four Seasons Kuda Huraa is one of its rarest gems: a perfectly rounded incarnation that is true to itself and its setting; prizes outstanding service; and embraces each guest's stay with an almost familial devotion. The warm welcome begins at Velana International Airport, with an Arrivals Hall meet-and-greet, and swift 25-minute speedboat transfer to Kuda Huraa – a beautiful garden island with all the charm and intimacy of a Maldivian village.

Open-plan all-pool accommodations – some of the largest in the country – encapsulate the best of indoor-outdoor living. Beach hideaways include **Two-Bedroom Beach Pavilions with Pool** – steps-from-the-sand family sanctuaries with plunge pool and private gardens – and **Deluxe Beach Pavilions with Pool**: heavenly havens featuring decadent daybeds and lush lawns leading to the powder white sands.

The seamless inside-outside connection continues in the expansive **Water Villas with Pool** where highlights include a 8m x 3m infinity pool, a sea view bathroom with direct access to the lagoon, overwater hammock, a swing couch and shaded sun pavilion.

**The Island Spa** – located within the lagoon and accessed via traditional dhoni boat – is a dedicated isle of wellbeing and wonder, from its ethereal relaxation area with ornate Moorish arches and soothing water pond to a starlit Night Spa on a rooftop terrace. Innovative marine-inspired therapies harness the therapeutic powers of natural ocean derivatives, alongside Yin and Shakti Yoga, Yoga Nidra and Pranayama in the water's edge Yoga Pavilion, while Stand Up Paddleboard Yoga takes place afloat in the lagoon. Guests can also experience the **therapeutic powers of healing arts** including Acupuncture, Cupping, Moxibustion, Physiotherapy, Reflexology and **Complete Body Alignment**.

The flavours of Italy are fused with an oceanic colour palette on the lagoon-edge terrace and sand-floor garden of Reef Club: a serene al fresco setting for fresh seafood pastas and authentic Italian stone-fired pizzas. At **Baraabaru** – named by CNN Travel as one of the top ten “Finest Tables in the Maldives” – homestyle made-to-order Indian cuisine spans from Tandoor Tapas to tempting thalis. Soaring sea and pool views enhance a vibrant menu of Western, Asian and Maldivian specialities at Café Huraa, while the adjacent Kandu Grill serves BBQ specialities, washed down with a tantalizing Maldivian herb-inspired cocktail menu at Sunset Lounge.

For year-round surfing highs, the onsite **Tropicsurf** pros lead courses and escorted trips in some of the world's most consistent and warmest swells, while ‘**Seaplane Surfaris**’ take surfing nirvana to new heights. Guests can also explore up to 30 local dive sites with the **PADI 5-Star IDC Centre** and gain a new water sports perspective with hydrofoil, parasailing, and Jetblade experiences over the crystal-clear lagoon.

The **Serenity Pool** offers a quieter alternative to the main infinity pool while family activities include shark safaris, dolphin cruises, sunset fishing trips, Maldives Crusoe yacht adventures, Island Tennis Court (accessed by boat), Kids' Club and the **Marine Discovery Centre**, complete with coral reef transplanting and Turtle Pools for weak and injured sea turtles.

For latest photography, please contact: [venise.yap@fourseasons.com](mailto:venise.yap@fourseasons.com)

This Wholesaler Net Rate Agreement (this “**Agreement**”) is between **NUBA Expediciones De México, S. DE R. L.** hereafter referred to as the “**Company**”, and **HPL Resorts (Maldives) Pte Ltd.** d.b.a. **Four Seasons Resort Maldives at Kuda Huraa** hereafter referred to as the “**Resort**”. For so long as Company satisfies the criteria set out in Exhibit A of this Agreement (the “**Criteria**”), Company will be deemed an authorized distributor under the selective distribution system operated by Four Seasons (an “**Authorized Distributor**”). For the purpose of this agreement, a “**Program**” is a periodic arrival of [F.I.T.] guests on a continuous basis over a specified period. This agreement is only valid for the Company and cannot be distributed to any other Affiliate without prior approval of the Resort.

The initial term of this Agreement commences on **December 21, 2023**, (the “**Effective Date**”) and any party may terminate this Agreement at any time by giving thirty (30) days written notice of termination. This Agreement shall terminate immediately in the event that Resort ceases to be managed by Four Seasons Hotels Limited or one of its affiliates. Notwithstanding the foregoing, during the term of this Agreement, Resort may submit updated or revised rate and property information to Company. If Resort submits room or rate changes to Company after this Agreement terminates, then the terms of this Agreement shall apply to any bookings made by guests for such rooms, unless the parties have mutually agreed in writing to different terms.

## 1. RATES

- a. The net rates (“**Net Rates**”) of this Agreement are based on a fixed margin of 20% from the Resort public best available rate (“**BAR Rate**”). Net rates (“**Net Rates**”) are provided by Resort to Company for inclusion in packages or programs where the Net Rate will not be disclosed to consumers directly or to any unauthorized parties. Company must bundle rooms with high value components (such as air, ground transportation) and ensure that the bundled rate is substantially higher than the room only rate available directly on the Property Channel (as defined below). For the avoidance of doubt, nothing in this Agreement shall prevent Company from advertising the package price (covering the total combined price for the room, transportation and related components – including Company’s margin).

The Resort sells rooms at a variable room rate which fluctuates based on various market factors. Net Rate is calculated based on the above fixed percentage of the prevailing variable BAR Rate at the time of booking.

Resort shall set the Net Rates for rooms to be (a) at least as favorable as the rates, rules, terms, and conditions Resort offers to or sets for rooms made available for booking through any Property Channel. “**Property Channel**” means those distribution channels, through which Resort makes its rooms available, including any web site operated by Resort. Company is provided the Net Rates for the company specified in this Agreement. Access to Net Rates may be extended by Company to an Affiliate, provided that such Affiliate satisfies the Criteria and so would also be deemed an Authorized Distributor (and is approved by Resort, as provided herein). **Net Rate must remain confidential and not be revealed to consumers or end-users.**

During the term of this Agreement, Resort may revise the Net Rate, policies and property information and provide same to Company. Net rates are valid only for **Mexico** market.

2023/24 NET RATES BY SEASONS AND ACCOMMODATION TYPES ARE AS FOLLOWS:

<b>FESTIVE SEASON</b>	<b>PEAK SEASON</b>	<b>SHOULDER SEASON</b>	<b>HIGH SEASON</b>
December 21, 2023 to January 07, 2024	January 08 to April 14	April 15 to July 26 and August 26 to September 30	July 27 to August 25 and October 01 to December 20, 2024

<b>ACCOMMODATION TYPES</b>	<b>SEASONALITY</b>	<b>NET RATES</b> Inclusive of 27.6% service charge and GST (SGL/DBL)
Garden Pavilion with Pool	Festive Peak Shoulder High	US\$ 2,390.00 US\$ 1,410.00 US\$ 820.00 US\$ 1,020.00
Deluxe Beach Pavilion with Pool	Festive Peak Shoulder High	US\$ 2,930.00 US\$ 1,680.00 US\$ 1,020.00 US\$ 1,280.00
Sunrise Beach Bungalow with Pool	Festive Peak Shoulder High	US\$ 3,470.00 US\$ 2,170.00 US\$ 1,430.00 US\$ 1,790.00
Sunset Beach Bungalow with Pool	Festive Peak Shoulder High	US\$ 3,690.00 US\$ 2,390.00 US\$ 1,580.00 US\$ 2,040.00
Family Beach Bungalow with Pool	Festive Peak Shoulder High	US\$ 4,880.00 US\$ 3,040.00 US\$ 2,040.00 US\$ 2,860.00
Premier Family Beach Bungalow with Pool	Festive Peak Shoulder High	US\$ 5,420.00 US\$ 3,470.00 US\$ 2,250.00 US\$ 3,060.00
Two-Bedroom Beach Pavilion with Pool	Festive Peak Shoulder High	US\$ 5,970.00 US\$ 3,800.00 US\$ 2,450.00 US\$ 3,270.00
Sunrise Water Villa with Pool	Festive Peak Shoulder High	US\$ 4,230.00 US\$ 2,390.00 US\$ 1,990.00 US\$ 2,140.00
Sunset Water Villa with Pool	Festive Peak Shoulder High	US\$ 4,450.00 US\$ 2,600.00 US\$ 2,090.00 US\$ 2,300.00
Family Water Villa with Pool	Festive Peak Shoulder High	US\$ 5,210.00 US\$ 3,250.00 US\$ 2,040.00 US\$ 2,760.00
<b>Two-Bedroom Water Suite with Pool</b>	Festive Peak Shoulder High	<b>see addendum page 18</b> US\$ 8,680.00 US\$ 5,100.00 US\$ 7,150.00
<b>Three-Bedroom Water Suite with Pool</b>	Festive Peak Shoulder High	<b>see addendum page 18</b> US\$ 12,470.00 US\$ 8,170.00 US\$ 10,210.00

<b>Two-Bedroom Royal Beach Villa</b>	Festive	<b>see addendum page 18</b>
	Peak	<b>US\$ 11,390.00</b>
	Shoulder	<b>US\$ 8,680.00</b>
	High	<b>US\$ 9,700.00</b>

**Net Rates are:**

- Inclusive of 27.6% service charge and Goods and Services Tax (GST)
- Subject to Green Tax of US\$ 6 per person per night for all occupants
- Non commissionable
- GST and prevailing government tax are subject to change without prior notice

2024/25 NET RATES BY SEASONS AND ACCOMMODATION TYPES ARE AS FOLLOWS:

<b>FESTIVE SEASON</b>	<b>PEAK SEASON</b>
December 21, 2024 to January 07, 2025	January 08 to March 31, 2025

<b>ACCOMMODATION TYPES</b>	<b>SEASONALITY</b>	<b>NET RATES</b> Inclusive of 27.6% service charge and GST (SGL/DBL)
Garden Pavilion with Pool	Festive Peak	<b>US\$ 2,510.00</b> <b>US\$ 1,490.00</b>
Deluxe Beach Pavilion with Pool	Festive Peak	<b>US\$ 3,080.00</b> <b>US\$ 1,770.00</b>
Sunrise Beach Bungalow with Pool	Festive Peak	<b>US\$ 3,640.00</b> <b>US\$ 2,280.00</b>
Sunset Beach Bungalow with Pool	Festive Peak	<b>US\$ 3,870.00</b> <b>US\$ 2,510.00</b>
Family Beach Bungalow with Pool	Festive Peak	<b>US\$ 5,130.00</b> <b>US\$ 3,190.00</b>
Premier Family Beach Bungalow with Pool	Festive Peak	<b>US\$ 5,690.00</b> <b>US\$ 3,640.00</b>
Two-Bedroom Beach Pavilion with Pool	Festive Peak	<b>US\$ 6,270.00</b> <b>US\$ 3,990.00</b>
Sunrise Water Villa with Pool	Festive Peak	<b>US\$ 4,450.00</b> <b>US\$ 2,510.00</b>
Sunset Water Villa with Pool	Festive Peak	<b>US\$ 4,670.00</b> <b>US\$ 2,730.00</b>
Family Water Villa with Pool	Festive Peak	<b>US\$ 5,470.00</b> <b>US\$ 3,420.00</b>
<b>Two-Bedroom Water Suite with Pool</b>	Festive Peak	<b>see addendum page 18</b> <b>US\$ 9,110.00</b>
<b>Three-Bedroom Water Suite with Pool</b>	Festive Peak	<b>see addendum page 18</b> <b>US\$ 13,100.00</b>
<b>Two-Bedroom Royal Beach Villa</b>	Festive Peak	<b>see addendum page 18</b> <b>US\$ 11,960.00</b>

**Net Rates are:**

- Inclusive of 27.6% service charge and GST
- Subject to Green Tax of US\$ 6 per person per night for all occupants
- Non commissionable
- GST and prevailing government tax are subject to change without prior notice
- **Rates from December 21, 2024 to March 31, 2025 are provided on a preliminary basis. Bookings confirmed at these rates will be honoured. Final rates will be issued in the 2025 agreement.**

**Minimum length of stay: Festive Season**

December 29, 2023 to January 03, 2024

Arrivals between December 29, 2023 and January 03, 2024 require a minimum of 7 nights. No check-out allowed on December 31, 2023 and January 1, 2024.

December 29 2024 to January 03, 2025

Arrivals between December 29, 2024 and January 03, 2025 require a minimum of 7 nights. No check-out allowed on December 31, 2024 and January 1, 2025.

## MEAL PLANS

	Adults		Children 6 - 12 years	
	<b>NET RATES</b> Inclusive of 27.6% service charge and GST	<b>PUBLISHED RATES</b> Exclude 27.6% service charge and GST	<b>NET RATES</b> Inclusive of 27.6% service charge and GST	<b>PUBLISHED RATES</b> Exclude 27.6% service charge and GST
Breakfast 2 guests for regular rooms / 4 guests for family rooms and two-Bedrooms / 6 guests for three-bedrooms	<b>Included</b>	Included	<b>Included</b>	Included
Breakfast - additional	<b>US\$ 57.42</b>	US\$ 45.00	<b>US\$ 29.35</b>	US\$ 23.00
Half Board (à la carte dine around - dinner)	<b>US\$ 172.26</b>	US\$ 135.00	<b>US\$ 89.32</b>	US\$ 70.00
Full Board (à la carte dine around - lunch & dinner)	<b>US\$ 223.30</b>	US\$ 175.00	<b>US\$ 114.84</b>	US\$ 90.00

## **Festive Season**

Compulsory Christmas Eve dinner	<b>US\$ 382.80</b>	US\$ 300.00	<b>US\$ 114.84</b>	US\$ 90.00
Compulsory New Year's Eve dinner	<b>US\$ 478.50</b>	US\$ 375.00	<b>US\$ 114.84</b>	US\$ 90.00

### **Notes:**

- Net Rates include service charge and GST
- Net Rates exclude beverages
- Daily buffet breakfast served at Café Huraa and à la carte breakfast at Reef Club for 2 persons. Breakfast ordered through room service and other restaurants will be charged at published rates
- Half board - À la carte dine around plan entitles guests to dine in any of our restaurants. À la carte including theme buffets, lobster night (excluding special dining experiences) and dinner may be substituted for lunch. **Half board must be booked for the entire party.**
- Full board - À la carte dine around plan entitles guests to dine in any of our restaurants. À la carte including theme buffets and lobster night (excluding special dining experiences). **Full board must be booked for the entire party.**
- Room service, banquets and special catering setups are not included in half board and full board plans
- Children aged 13 years and above are considered adults
- All the above are subject to change without prior notice

## BEDDING

Guest rooms can accommodate:

- 2 adults and 2 children (12 years old and below) or
- 3 adults and 1 child (12 years old and below)

Family Beach Bungalow with Pool, Family Water Villa with Pool and Two-Bedroom Beach Pavilion with Pool and Premier Family Beach Bungalow with Pool can accommodate:

- 3 adults and 1 child (12 years old and below) or
- 2 adults and 3 children (12 years old and below)

## **CHILD POLICY**

<b>Age of Child</b>	<b>0 to 5 years</b>	<b>6 to 12 years</b>	<b>13 years and above</b>
Breakfast - additional	Complimentary	50% of the Adult	Adult price
Meal Plans	Complimentary	50% of the Adult	Adult price
Recreation Activities	Complimentary	50% of the Adult	Adult price
Child Bedding	Complimentary	Complimentary	Complimentary
Joining parents/adults with existing sofa bed or rollaway bed			
Round trip speedboat transfer	Complimentary	50% of the Adult	Adult price

### **Over-Water Accommodations**

Due to their open design and proximity to water, the Resort strongly discourages guests with children below the age of 08 years from staying in water units. If the Company's client insists on this type of accommodation, the Resort requires the signing of a liability release agreement.

### **AIRPORT SPEEDBOAT TRANSFERS**

#### **a. Combined round-trip speedboat transfer**

- Meet and greet service at the Malé International Airport
- Ticket re-confirmation service and portorage
- Departure assistance at the airport

Adult: US\$ 498.00 net per person

Child: US\$ 250.00 net per child (aged 6 to 12 years old)

Private speedboat transfers can be arranged at charter rates.

All rates quoted above are:

- Non-commissionable
- Inclusive of 27.6% service charge and GST

#### **b. Seamless transfers between Kuda Huraa and Landaa Giraavaru (applicable for two resort-stays)**

We offer seamless point-to-point transfers from the seaplane platforms at Kuda Huraa and Landaa Giraavaru for guests who are booked at both resorts. There is no routing through the Malé Seaplane Terminal.

### **COMPLIMENTARY VALUE-ADDED ACTIVITIES**

- Marine Discovery Centre
- Non-motorised water sports
- Snorkeling equipment to discover the wonderful house reef
- Gym
- Tennis (unattended)

### **FOR GUESTS ON HONEYMOON**

We provide the following with our compliments:

- Welcome fruits
- Souvenir gift
- Champagne & Cake

## **SEASONAL OFFERS**

### **“Early Bird Bookings” - For bookings made by December 17, 2023**

- Bookings for stay between January 08 and April 14, 2024 (excluding Easter Holidays between March 23 to April 07, 2024), receive complimentary **half board for 2 guests in all rooms (including Family rooms and Two-Bedroom Beach Pavilion), 4 guests in Two-Bedroom Suites and 6 guests in Three-Bedroom Suites.**
- Half Board must be booked for the entire party
- Applicable for all accommodation types

### **“Early Bird Bookings” - For bookings confirmed 30 days prior to arrival**

- Bookings for stay between April 15 and December 20, 2024, receive complimentary **half board for 2 guests in all rooms (including Family rooms and Two-Bedroom Beach Pavilion), 4 guests in Two-Bedroom Suites and 6 guests in Three-Bedroom Suites.**
- Half Board must be booked for the entire party
- Applicable for all accommodation types

### **“Stay Longer Promotion”**

- Offers for 2024 will be announced at a later stage

### **“Paradise Twice” - January 11 to December 17, 2024**

- Combination stays with Four Seasons Resort Maldives at Landaa Giraavaru. Combine three or more nights at Kuda Huraa with three or more nights at Landaa Giraavaru and receive **complimentary round trip seaplane transfers for 2 persons.**
- Applicable for all accommodation types
- Combinable with “Early Bird Bookings”

## **2. COMPANY OBLIGATIONS**

- a. Unless otherwise agreed in writing by Resort, Company will not and will not permit any party directly or indirectly in its distribution channels to market rooms as an unpackaged, room only product. Company agrees that it will not sell any Resort inventory that has not been supplied directly by Resort or another Authorized Distributor pursuant to this Agreement.
- b. The Company bears no risk for failing to book any of the rooms. Nothing in this Agreement constitutes a sale or rental of rooms to Company.

## **3. TAXES AND SERVICE CHARGES**

- a. Unless Resort communicates in writing to Company otherwise, Company shall collect all applicable local charges and government taxes from guest and shall provide to Resort the percentage taxes based on the Net Rate (or such rate as applied to the guest) and the full amount of flat taxes. Resort shall remit all such taxes to the taxing authority as required by law. Company shall collect all fees and Resort service charges from guest and shall pass the full amount collected of all such fees and charges to Resort. In the event Resort becomes liable for any tax payable on the margin, Company shall provide such amount to Resort for remitting to the appropriate tax authorities.
- b. **Service charge of 10% (the “Service Charge”) and Goods and Services Tax (the “GST”) of 16%** is applicable to accommodation, transfer to and from the Resort, food & beverage, spa services and products, boutique products, leisure activities, laundry, telephone charges, excursions, service charge and other folio items. All local and government taxes fees and Resort service charges (including but not limited to Service Charge and GST) are subject to change without prior notice. Should the local authorities and/or government increase the types or rates of taxes, the Resort will apply and enforce the new taxes or rates. Tax rates applicable to rooms shall be updated by Resort on the website. Resort is solely responsible for the accuracy of such tax rate information and for the accuracy of any changes.

#### 4. LIMITATIONS

- a. The Rates are available solely for individual leisure travel. Rates do not apply to business travel, meetings, conferences or groups. Any such booking shall have the best available rate apply or may be cancelled by Resort in its sole discretion.
- b. Reservations consisting of **ten (10)** or more rooms are considered group bookings (“**Group Bookings**”). Contract Net Rates do not apply to Group Bookings. Unless otherwise specified by Resort, the terms and conditions of the Agreement, with the exception of sections related to rates, cancellation, invoicing and payment, shall govern Group Bookings. It is anticipated that rate, cancellation and payment terms and conditions will be specifically negotiated in a separate writing signed by the Parties for each Group Booking. In the event no such separate writing is executed, Net Rates will not be valid and the published rate will govern such Group Booking. Any booking for an attendee of a convention/conference shall have the convention/conference rate apply or, the booking may be cancelled by Resort in its sole discretion.
- c. **The Net Rates are and shall remain strictly confidential**, except that Company may disclose the Net Rates to its employees, lawyers and accountants. Unauthorized disclosure by Company may result in termination of the Agreement. The Company agrees not to publish or otherwise disclose to the public the Net Rates in any medium.
- d. The Net Rates are valid only for wholesalers engaged in programs directly or through their portfolio of accounts (“**Program**”). The Program is required to function as a package, including the resort accommodation, travel and other services distributed through retail travel agencies. Company must promote the Resort as full service luxury resort.
- e. Availability of rooms and rates are as determined by Resort in its sole discretion and are fully yieldable by Resort. Blackouts, restrictions, special event policies, and minimum stays may apply at the option of Resort.
- f. Resort may cancel, with notice, any booking made in breach of the terms set out in this Agreement. Company acknowledges the importance to Resort that Company and any Affiliate adhere to the terms in this Agreement. In the event Company or an Affiliate is not in compliance with the terms, Resort shall provide notice in writing to Company. Company shall be liable to Resort for damages arising from non-compliance to this Agreement by Company or any Affiliate and for damages arising from the supply of Net Rates to unaffiliated third parties supplied by Company or an Affiliate in breach of this Agreement. As such damages are difficult to calculate, the parties agree that liquidated damages equal to the value of the booking and any other related costs per instance (“**Non-Compliance Fee**”) shall be payable by Company within 30 days of written notice from Resort to Company of such non-compliance. The parties agree the Non-Compliance Fee is a reasonable estimate of damages suffered and is not a penalty.

#### 5. RESERVATIONS POLICY & PROCEDURES

All Company reservations will be handled directly by the Resort’s Reservation office.

Resort Reservation Phone: (960) 66 00 888  
Resort Reservation Fax: (960) 66 00 800  
Reservation Email: [reservations.mal@fourseasons.com](mailto:reservations.mal@fourseasons.com)  
Resort Address: Four Seasons Resort Maldives at Kuda Huraa  
North Male Atoll, Republic of Maldives  
Reservations Manager: Abdulla Habeeb

- a. Resort must honor a guest’s reservation request upon delivery by Company of an appropriate message under this Agreement through email with the guest’s reservation. Resort shall send a confirmation of each reservation to Company within two business days after a reservation request is

received. Resort requests booking agency name and agent name with each reservation confirmation, which Company will provide to the extent available.

**b. Guest pre arrival information**

At the time of booking, Company shall provide all guest information collected by Company that is relevant to the guest stay to resort via the email at [reservations.mal@fourseasons.com](mailto:reservations.mal@fourseasons.com). Such information shall include but not be limited to the guest's name, address, telephone number, email address, number in party (adults) and (children with ages), type of accommodation, room category, arrival and departure date and time, bedding and connecting requests, and total number of nights and confirmed flights.

If known, Company will send to the Resort's Reservation office complete flight information at least 3 weeks prior to the guests' arrival in order to confirm airport transfers.

Resort may contact a booked guest directly to assist in planning the guest's visit.

**c. Changes to existing reservation**

All changes that occur after a reservation has been confirmed must be faxed or e-mailed directly to the Resort's Reservation office. Rates, promotional offers, policies and terms and conditions are dynamic and can differ by arrival date, length of stay and occupancy levels. Once the guest is at the property, resort is solely responsible for any changes or services requested by a guest directly with the Resort and Resort is solely responsible for collecting from the guest any and all charges for such changes or services.

No name changes will be permitted without prior authorization from Resort. In the event the Company changes the dates of the reservation within cancellation, the full stay will apply to the Company. The reservation request for the new set of dates will be subject to rate and room category availability.

In the event that the Company reduces the number of nights of the reservation within cancellation, the original number of nights booked will apply to the Company and the difference between the original room nights and revised room nights will be charged as a early check out fee.

Resort shall not charge any amount for a room if a guest arrives at the Resort but departs as a result of the guest's dissatisfaction with the Resort (Company and Resort to agree to the basis of the guest's dissatisfaction), a failure to cancel or a no-show is excused under Section d, or a "no walk" situation in which the guest remains dissatisfied after Resort has complied with the terms of Section e.

**d. No shows**

A reservation is considered a no show if arrival does not occur on the date reserved. Resort shall only invoice Company on behalf of the guest the applicable cancellation charge as described in the Cancellation Policy section.

**e. Relocation policy**

Resort shall treat any Company guest equal to or better than Resort treats any other Resort guest, including, without limitation, how Resort handles overbooking (i.e. "walk") situations. If Resort is unable to honor a guest's reservation after all other efforts to relocate direct bookings and other guests have been made by Resort, then Resort shall immediately (a) notify Company of such inability, (b) relocate the guest to a property that is of an equal star quality rating than Resort, (c) prepay or make other arrangements to cover the room charges at such property for first night room and tax and all transportation costs to such property, and (d) deliver a written explanation absolving Company of responsibility for Resort's failure to honor the reservation. Company shall not be responsible for any amounts owing to Resort related to such guest's reservation in the event the guest remains dissatisfied (as agreed upon by Company and Resort) following Resort's compliance with this Section a.

**f. Check-in /Check-out**

Guest check-in time is **2:00 pm** and checkout is **12:00 (Noon)**. The Resort management on a case-by-case basis will assess requests for early arrival and/or late departure on the day of arrival and/or departure.

**g. Facilitation**

The Company facilitates the booking of room reservations at the Resort through the Company's system and the collection and remittance of payments, and is responsible for any deficiencies or errors in or by the Company's system. If Company has not received an invoice for a reservation within 12 months after a guest's departure, then no amount is due to Resort for such reservation, and neither the Company nor the guest shall have any further obligation to Resort with respect to such reservation. The Resort is responsible for proving that each invoice was delivered to a Company within 12 months of a guest's departure.

**6. PAYMENT**

- a. The services payable by the Company shall be those specified in the reservation document forwarded to the resort. Company's clients must present Vouchers at check-in for all services to be provided by the Resort. The Resort will invoice Company for such amounts as are supported by official vouchers or faxes issued by the Company, without the necessity to produce the guests' acknowledgment.
- b. Unless otherwise instructed in writing by the Company, Company's Client shall be responsible for payment of all incidental charges incurred during the stay upon check out.
- c. All guests are required to provide credit card upon check in at the resort as guarantee for incidentals.
- d. In the absence of approved credit arrangements with the Resort, the Company will prepay all bookings prior to the client's arrival. Reservations are subject to cancellation in the event prepayment is not received as follows:

Peak and High Season	30 days prior to arrival
Shoulder Season	14 days prior to arrival

**Festive Season bookings (December 21, 2023 to January 07, 2024 and December 21, 2024 to January 07, 2025), require 50% deposit at the time of booking and 100% deposit 90 days prior to arrival.**

**The following room categories require 50% deposit at the time of booking and 100% deposit 120 days prior to arrival.**

- **Two-Bedroom Water Suite**
- **Three-Bedroom Water Suite**
- **Two-Bedroom Royal Beach Villa**

- e. To apply for credit facilities with the Resort, the Company must request and complete an application for credit facilities to be submitted with the required supporting documents to the Resort's Director of Finance. Credit facilities will be accorded to the policies set by the Resort. The Resort has the right to request for bank guarantees.
- f. Where credit arrangements are in place, settlement of outstanding bills shall be made within **30 days from the date of departure of Company's client**, after which a 1.5% monthly interest charge will apply. If Company fails to settle accounts within the stipulated time, the Resort reserves the right to demand for pre-payment for future bookings until the outstanding account is fully settled.

g. Telegraphic Transfers are to be made to the Resort's bank account as follows:

Beneficiary name:	HPL Resorts (Maldives) Private Limited
Name of bank:	<b>BNP Paribas</b>
Bank address:	Hong Kong Branch, 63F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong
Accounts number	00001-204731-008-10
Swift code	BNPAHKHH

**Intermediary Bank Details**

(This is not Four Seasons Bank Account but required for ALL cross-boarder USD payments)

Intermediate bank:	BNP Paribas USA, New York Branch, New York
SWIFT code:	BNPAUS3N
Clearing Id:	0260-0768-9

All Telegraphic Transfer request forms endorsed by the issuing bank are to be emailed/faxed to the Reservations Department with the reservation number as proof of payment.

## 7. INVOICE

Each invoice shall specify for each reservation, the guest name, Company property ID number, Company confirmation number, the arrival and departure dates, reservation status (booked or cancelled), the applicable Net Rate and taxes applicable to such Net Rate, and whether the reservation was billed on a previous invoice.

**Invoices shall be sent to:**

Company Name : Four Seasons Resort Maldives at Kuda Huraa

Company address: North Male Atoll

Country: Republic of Maldives

Phone: (960) 66 44 888

Fax: (960) 66 44 800

E-mail: [ar.maldives@fourseasons.com](mailto:ar.maldives@fourseasons.com)

If payment in full is not made at the time of booking, invoices are payable within fourteen (14) days of receipt. Interest at the rate of 1.5% per month shall apply on any late payment.

## 8. CANCELLATION POLICY

**Cancellation policy:**

1. 50% of the accommodation for the whole period of the reservation if a written cancellation notice is received within:
  - a. 90 to 61 days before the expected date of arrival from December 21, 2023 to January 07, 2024 and December 21, 2024 to January 07, 2025
  - b. 30 to 15 days before the expected date of arrival from January 08 to April 14, 2024 and January 08 to March 31, 2025
  - c. 14 to 07 days before the expected date of arrival from April 15 to July 26 and August 26 to September 30, 2024
  - d. 30 to 15 days before the expected date of arrival from July 27 to August 25 and October 01 to December 20, 2024

2. 100% of the accommodation for the whole period of the reservation if a written cancellation notice is received within:
  - a. 60 to 01 days before the expected date of arrival from December 21, 2023 to January 07, 2024 and December 21, 2024 to January 07, 2025
  - b. 14 to 01 days before the expected date of arrival from January 08 to April 14, 2024 and January 08 to March 31, 2025
  - c. 06 to 01 day before the expected date of arrival from April 15 to July 26 and August 26 to September 30, 2024
  - d. 14 to 01 days before the expected date of arrival from July 27 to August 25 and October 01 to December 20, 2024
3. Festive Season bookings (December 21, 2023 to January 07, 2024 and December 21, 2024 to January 07, 2025), The following room categories will incur a fee of 100% of total room charges plus taxes for cancellation 120 days or less prior to arrival
  - **Two-Bedroom Water Suite**
  - **Three-Bedroom Water Suite**
  - **Two-Bedroom Royal Beach Villa**
4. EARLY DEPARTURE OR NO SHOW - A fee equivalent to 100% per night plus taxes for early departures applies. In the event of a no -show (i.e. if you neither use nor cancel your reservation), a fee equivalent to the value of the entire stay plus taxes will be incurred.

## 9. INTELLECTUAL PROPERTY RIGHTS

Resort's manager Four Seasons Resorts Limited and its respective affiliates are the owners of all Four Seasons and Resort trademarks, copyright, service marks, logos, etc. ("**Intellectual Property**"). Company agrees to use and to procure that its affiliates (subject to Resort's approval) use the Intellectual Property solely for the approved purpose under this Agreement.

## 10. MARKETING AND BROCHURE DISTRIBUTION

Subject to the Resort's right of approval as set out herein, Company and its Affiliates have the right, solely for the purposes of merchandising and obtaining reservations for the Resort, to use the name, logos, trademarks, and images from Resort's website or provided by Resort (including photographs) used to identify or promote the Resort. "**Affiliates**" means entities that control, are controlled by or under common control with Company and any third parties that facilitate the booking of Resort room reservations through the System. "**System**" means software, databases, products, and other components that make up the service that is marketed by the Companies and their Affiliates to enable guests to shop for, reserve, book and pay for travel services through a computer, a telephone, some other interactive device, or some other booking channel. Resort warrants that such use of Intellectual Property does not infringe on any third party's rights. Any additional advertising or marketing to be performed for Resort shall be governed by Company's then-standard marketing terms and conditions. Company shall not and shall not permit its Affiliates to use any Resort Intellectual Property on any online channel to drive traffic or to sell, including pay per click on any search channels, in any language or any geographic region or on any metasearch platform. Company agrees to include a full color photo of the Resort in its brochure. Upon brochure publication, Company will provide three (3) copies to the Resort.

Company will provide Resort a complete list of all web sites on which Resort's information and inventory will be displayed. The Resort reserves right of prior approval of any information published as described in this Section for any proposed Company advertisement and printed promotions and materials featuring the Resorts trademarks, service marks, logos or trade names. Once materials are approved by Resort, Company may re-use such materials without further review or approval by Resort.

## 11. RESORT INFORMATION

Resort represents, warrants and covenants that it is the owner or operator of the Resort, that the information provided to Company is correct, and that it is not, and any beneficial owner of it is not, incorporated in or resident of a country subject to economic or trade sanctions by the United States Department of Treasury Office of Foreign Asset Control ("**OFAC**") or listed as a "Specially Designated National," a "Specially Designated Global

Terrorist,” a “Blocked Person,” or similar restrictive designation under the OFAC sanctions regime. Resort must disclose to Company, on an annual basis or as such fees are modified, all charges imposed by Resort at its discretion on guests, including, but not limited to, all mandatory guest, Resort parking and/or activity fees (collectively, “**Resort Fees**”). If Resort fails to disclose any Resort Fees to Company, then Resort must waive such Resort Fees to guests unwilling to remit payment of such Resort Fees.

## 12. INDEMNIFICATION

Resort shall, at its expense and at Company’s request, hold harmless, indemnify and defend such Company, any affiliate, or any of their directors, employees, or agents, against any third-party claim or action brought against any of them, arising from or relating to Resort’s accommodations or services or Resort’s breach of this Agreement. The Company shall, at its expense and at Resort’s request, indemnify, defend and hold harmless the Resort, its manager and any of its affiliates, or any of their directors, employers or agents against any third-party claim or action brought against any of them relating to Company’s breach of this Agreement or any error of Company in the booking of reservations through the Company’s System or through any entity of its Company’s distribution channel.

## 13. CONFIDENTIALITY

Without the express written consent of the disclosing party, no party shall disclose or allow the disclosure to any third party, other than to its employees, lawyers, accountants, representatives or parties engaged by Resort to provide analysis or use other than as specifically permitted in this Agreement, any confidential, proprietary or trade secret information of such disclosing party. The terms of this Agreement are confidential information of the parties. A party shall not be liable for the disclosure of any confidential, proprietary or trade secret information if such information (a) becomes publicly available without the receiving party’s breach of any obligation owed to the disclosing party, (b) became known to receiving party prior to disclosing party’s disclosure of such information, (c) became known to receiving party from a source other than disclosing party where such source did not breach an obligation of confidentiality owed to disclosing party, or (d) is independently developed by the receiving party. If Company provides Resort access to an extranet, Resort shall (i) keep confidential, and require Resort’s employees and agents to keep confidential, all passwords and other security measures necessary to access such extranet, (ii) inform Company of all personnel authorized to access such extranet, including any changes to such personnel, and of any unauthorized access to such extranet, and (iii) prevent the use of any automated scripts or software to repetitively query the extranet to gather information. Resort is responsible for the use of the extranet by anyone using the Resort’s password or other access permissions. Any direct connect functionality implemented for the Resort shall be governed by Company’s then-standard direct connect terms and conditions.

## 14. PRIVACY

The receiving party acknowledges that it may have access to data that is personal information, including any and all identifying information, of the employees, guests and customers or potential customers of the disclosing party (“**Personal Information**”). Such Personal Information requires a higher standard of care and the receiving party agrees to use its best efforts to protect such Personal Information. The disclosing party shall control at all times the storage and use of the Personal Information. The receiving party agrees to take the technical and organizational steps necessary for protecting Personal Information as required by the disclosing party. The receiving party shall use any Personal Information it receives from the disclosing party only to fulfill its obligations under this Agreement. The receiving party agrees it will not share, rent, sell, or in any way transfer any Personal Information whatsoever to any third party for any reason, without the specific written direction of the disclosing party. Without limiting the foregoing, the receiving party shall not use any Personal Information for market research purposes without the permission of the individual whose Personal Information is in question. Where the disclosing party provides the receiving party with such information, the disclosing party shall be responsible for obtaining the permission of the individual whose Personal Information is in question. The receiving party shall comply with all applicable laws, rules, regulations and industry standards related to privacy, anti-spam and data protection and the performance by the receiving party of its obligations hereunder in all jurisdictions where the disclosing party carries on activities under this Agreement.

The receiving party shall promptly notify the disclosing party in writing in the event there is any suspicion of irregularities in the storage or processing of the Personal Information. The disclosing party has the right to audit the receiving party for the purpose of confirming compliance with this section. On termination of this Agreement, the receiving party shall discontinue using the Personal Information and shall destroy any Personal Information in accordance with the terms of this Agreement.

The Resort can market directly to any guest who has completed a stay and has consented to such marketing.

## 15. INSURANCE

Resort represents and warrants that it has liability insurance coverage in an amount that is consistent with industry practice. In the event such insurance is cancelled or expires, Resort shall replace with a policy of similar coverage. On request, Resort shall deliver certificates of insurance coverage to Company.

## 16. ASSURANCES

Upon written notice, a party may terminate this Agreement immediately if any other party ceases to do business, becomes insolvent, or is subject to bankruptcy or insolvency proceedings, whether actual or reasonably believed to be imminent. If agreement is terminated, all future arrivals will convert to 100% prepayment. All outstanding balances must be paid by Company prior to Resort accepting future arrivals. If reasonable grounds for insecurity arise about a party's performance of this Agreement, then the other party may demand written adequate assurance of due performance. Until the requesting party receives such assurance in writing, it may suspend its performance of this Agreement. If the written assurance is not received within 5 days after its request, or within such other reasonable period of time as a requesting party may designate, then the failure to furnish such assurance constitutes a material breach of this Agreement, and the requesting party may immediately terminate this Agreement. Resort may terminate or suspend this Agreement immediately if Company breaches any part of this Agreement and fails to cure such breach within 30 days of receipt of notification from Resort.

## 17. MISCELLANEOUS

No party may assign any of its rights or obligations under this Agreement without the other party's prior written consent except that Resort may assign to a successor in interest to the Resort on notice to Company and without consent; provided, however, nothing herein shall prohibit a Company from assigning any of its rights or obligations to an affiliate.

## 18. AGREEMENT CONFIRMATION

- a. This Agreement is deemed valid once the signature page of this Agreement has been duly signed and returned to Resorts Sales Manager. Unless and until the Resort receives from the Company a counter-signed contract, there shall be no agreement of the parties and the terms hereof shall be of no force.
- b. The undersigned is an authorized signature of Resort or Company and is authorized to bind such party to the terms of this Agreement.
- c. **Health and Safety:** With respect to Resort, it represents and warrants that Resort has complied with or otherwise met all health and safety requirements and standards applicable to such Resort, whether arising pursuant to applicable law, governmental regulation or otherwise, and regardless of whether arising as a result of the location of the Resort, the nationality of guests or otherwise (collectively, "**Health and Safety Standards**"). In addition, with respect to Resort, it covenants and agrees that such Resort shall at all times comply with or otherwise meet all Health and Safety Standards for the duration of the term of this Agreement. Company may terminate this Agreement as it relates to Resort upon written notice and following a 30-day cure period to such Resort in the event Company believes in good faith that such Resort has at any time failed to comply with any Health and Safety Standards during the term of this Agreement.
- d. The Parties acknowledge that at any time Company may refuse to offer, display or list for booking the Resort's rooms, including during the cure period referenced in Section 16.
- e. This Agreement shall be interpreted and governed by the laws of the **Republic of Maldives**. The parties hereby submit to the exclusive jurisdiction of the courts of the **Republic of Maldives**.

*[Remainder intentionally left blank; Signature page follows]*

**SIGNATURE PAGE TO WHOLESALER NET RATE AGREEMENT**

SUBMITTED BY:

**HPL Resorts (Maldives) Pte Ltd.  
d.b.a. Four Seasons Resort Maldives at Kuda Huraa**



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Lars Herrmann  
Director of Sales

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Date: **June 15, 2023**



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Armando Kraenzlin  
Regional Vice-President and General Manager

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Date: **June 15, 2023**

ACCEPTED BY:

**NUBA Expediciones De México, S. DE R. L.**

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Lorena Ángeles

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Date:

Its: Authorized Signatory

cc: Lizah Bywater, Regional Director of Marketing  
Abdulla Habeeb, Reservations Manager  
Venura Iddamalgoda, Director of Finance



### Addendum for Suites

ACCOMMODATION TYPES	RATES Subject to 27.6% service charge, GST & Green Tax (SGL/DBL)	RATES Subject to 27.6% service charge, GST & Green Tax (SGL/DBL)
<b>FESTIVE SEASON</b>	<b>December 21, 2023 to January 07, 2024</b>	<b>December 21, 2024 to January 07, 2025</b>
<b>Two-Bedroom Water Suite with Pool</b>	<b>US\$ 12,000.00</b>	<b>US\$ 12,600.00</b>
<b>Three-Bedroom Water Suite with Pool</b>	<b>US\$ 15,000.00</b>	<b>US\$ 15,750.00</b>
<b>Two-Bedroom Royal Beach Villa</b>	<b>US\$ 16,500.00</b>	<b>US\$ 17,330.00</b>

**The above rates are:**

- Inclusive of breakfast for 4 for Two-Bedrooms and breakfast for 6 for Three-Bedrooms for buffet breakfast at Café Huraa and à la carte breakfast at Reef Club
- Subject to 27.6% service charge and Goods and Services Tax (GST)
- Subject to Green Tax of US\$ 6 per person per night for all occupants
- **10% commissionable** (excluding taxes)
- GST and prevailing government tax are subject to change without prior notice
- **Rates from December 21, 2024 to January 07, 2025 are provided on a preliminary basis. Bookings confirmed at these rates will be honoured. Final rates will be issued in the 2025 agreement.**

## **EXHIBIT A**

### **Criteria for Authorized Distributors**

In order to resell Net Rates, the Company and Affiliates must comply with the following criteria, as amended by Resort from time to time:

1. Carry on business as a retail travel agency or tour operator, offering package holidays (combining a Resort room with substantial transportation and other high value components) to individual consumers.
2. Comply with the following criteria to protect the luxury brand image of Resort:
  - a. Customer service or other requirements, e.g. ability to speak to a representative familiar with Resort offering; and
  - b. Net Rates must not be sold via a membership based website, mobile site or app that requires a guest login.
3. Configure separate deposit (if applicable) and cancellation policies by Resort and by date and by product (rate plan + room type). Deposit and Cancellation penalty amounts, due dates and times may vary.
4. Monitor their Affiliates to ensure they do not violate the terms of this Agreement.
5. Disconnect an Affiliate for Resort if requested to do so by Resort on the grounds that it is violating any of the terms of this Agreement.