



## **2024 RATE AGREEMENT**

5 July 2023

**BETWEEN**

**KHI Seychelles 01 LTD TRADING AS RAFFLES SEYCHELLES**

Anse Takamaka, Praslin

Republic of Seychelles

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**AND**

**NUBA TRAVEL**

**ALESSANDRA GIRARDI**

**PRODUCT DIRECTOR**

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Raffles Seychelles acts as The 'Hotel' shall refer to Raffles Seychelles and the 'Agent' shall refer to the Travel Company named above its owners and/or associated companies. The Hotel agrees to provide the Agent with rooms, facilities, meals and other services specified in this contract subject to these terms and conditions. Kindly note on signature of both parties this contract supersedes all previous agreements.

**RAFFLES SEYCHELLES**

Anse Takamaka, Praslin, Seychelles T +248 4296 000

[www.raffles.com/seychelles](http://www.raffles.com/seychelles)



**SCHEDULE 1 APPLICABLE RATES & OFFERS:**

Villa Type	Low Season	High Season	Easter Season	Festive Season
	09 Jan -23 Mar 10 May – 30 Jun 01 – 30 Sep 09 Nov -24 Dec	07 Apr – 09 May 01 Jul -31 Aug 01 Oct- 08 Nov	24 Mar – 06 Apr	25 Dec 2024- 08 Jan 2025
Hillside Pool Villa	1,068	1,281	1,472	1,706
Ocean View Pool Villa	1,212	1,432	1,647	1,998
Panoramic Pool Villa	1,328	1,548	1,780	2,244
Grand Hillside Pool Villa	1,684	2,048	2,355	2,479
Grand Ocean View Pool Villa	1,926	2,289	2,633	3,117
Grand Panoramic Pool Villa	2,167	2,531	2,911	3,756
Two Bedroom Ocean View Pool Villa	3,705	4,629	5,324	5,665
Two Bedroom Beachfront Pool Villa	4,075	4,989	5,737	6,445
Four Bedroom Pool Residence	6,552	8,012	9,219	11,449
All rates are inclusive of Breakfast, Service charge and Taxes and have to be marked up 20%.				

**ROOM RATES TERMS AND CONDITIONS**

- The currency for all prices, rates, and charges stated in this letter is in **EURO**.
- All rates are per Villa per night and inclusive of daily buffet breakfast based on 2 adults and 2 children below 13 years old when staying in Hillside Pool Villa, Ocean View Pool Villa, Panoramic Pool Villa and Grand Pool Villas. For 4 adults and 2 children below 13 years old or 2 adults and 4 children below 13 years old when staying in Two Bedroom Villa, 8 adults when staying in a Four Bedroom Residence.
- All rates are net inclusive of 15% VAT, 10% Service Charge.
- All rates have to be marked up 20%.
- A minimum length of stay of 4 nights applies over festive season.
- **Contracted Rates and offers over 2024 will apply over 2025 until a new contract is released.**

**ARRIVAL AND DEPARTURES**

- It is mandatory that the Hotel receives the arrival and departure details besides the guests passport details prior to arrival to ensure a smooth arrival/departure experience.
- Special requests (such as villa location etc.) are subject to availability and every effort will be made to accommodate them.

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**CHECK-IN AND CHECK-OUT**

- Check-In time is 3:00 pm local time. Check-Out time is 12:00 pm local time.
- Early Check-in is subject to availability. Guaranteed early check in from 9:00 am will incur in a charge of 50% of the nightly contracted villa rate (before discounts) all year round except over Easter and Festive seasons where a 100% of nightly contracted villa rate (before discounts) charge applies.
- Late Check-out is subject to availability. Guaranteed late check out until 5:00 pm local time will incur in a 50% charge of the nightly contracted villa rate (before discounts) while beyond 5:00 pm a 100% charge of the nightly contracted villa rate (before discounts) will apply. Above applies all year round except over Easter and Festive seasons when a 100% of nightly contracted villa rate charge (before discounts) applies.
- Grand Pool Villas, Two Bedrooms Pool Villas and Four Bedroom Pool Residence incur in a charge of 100% of the nightly contracted villa rate (before discounts) all year round for both early check in and late check out.

**INCIDENTAL CHARGES**

- Unless a master account is established and all charges are guaranteed by a Travel Company, our policy is to preauthorize the guest credit card with EUR 300 a day per Hillside, Ocean View, Panoramic or Grand Pool Villas stays, EUR 600 a day per Two Bedroom Villas and Four Bedroom Residences stays to cover incidentals.

**GROUP POLICY**

- Rates do not apply to groups (10 villas and above). Group rates are available on request. Please contact the resort directly for all groups inquiries.

**VILLA OCCUPANCY**

Villa Inventory	Villa Type	Maximum Occupancy	Base Rate	Extra Rollaway Bed & Baby cot
19	Hillside Pool Villa (125 sqm)	2 Adults + 2 Children or 3 Adults	2	Yes
33	Ocean View Pool Villa (125 sqm)	2 Adults + 2 Children or 3 Adults	2	Yes
22	Panoramic Pool Villa (125 sqm)	2 Adults + 2 Children or 3 Adults	2	Yes
2	Grand Hillside Pool Villa (200 sqm)	2 Adults + 3 Children or 3 Adults	2	Yes
3	Grand Ocean View Pool Villa (200 sqm)	2 Adults + 3 Children or 3 Adults	2	Yes
3	Grand Panoramic Pool Villa (200 sqm)	2 Adults + 3 Children or 3 Adults	2	Yes
2	Two Bedroom Ocean View Pool Villa (275 sqm)	4 Adults + 2 Children or 2 Adults + 4 children	4	Yes
2	Two Bedroom Beachfront View Pool Villa (275 sqm)	4 Adults + 2 Children or 2 Adults + 4 children	4	Yes
1	Four Bedroom Pool Residence (460 sqm)	8 Adults or 2 Adults + 6 children	8	Yes

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**SHARING POLICY & FAMILY OFFER**

Type	Adult (13 years and over)	Child (0 – 12.99 years)
Third Adult supplement	EUR 280 per person	No supplement

- Child: 0 – 12.99 years (inclusive) free of charge on Bed and Breakfast.
- Third Adult supplement (13 years and above): EUR 280 net per night on Bed and Breakfast.
- Maximum of 1 rollaway bed is permitted in Hillside, Ocean and Panoramic pool Villa and maximum of 2 in Grand Pool Villas, Two Bedroom Pool Villa and Four Bedroom Residence. Villas with twin beds are excluded.
- Maximum of 2 children aged up to 12.99 years old may share a Villa with 1 or 2 adults free of charge, utilizing existing room bedding or an extra rollaway.
- Any 3<sup>rd</sup> child in Grand Pool Villas, Two Bedroom Villas and Four Bedroom Residences is subject to third adult bed supplement charge regardless the age.
- Sugar Palm Kids Club entrance is free of charge from 4 years old above. 0-3.99 years old need to be supervised by a parent or guardian, or in the presence of a babysitter; the Resort can arrange a babysitter at an extra charge of EUR 35 net (taxes included) per hour per child until 9:00pm and EUR 45 net per hour per child after 9:00pm. Additional child up to maximum of 3 children per baby sitter is charged EUR 50 net per child per hour. A 48h advance booking is required for babysitting service.
- Cooking class, treasure hunting, t-shirt painting classes, tortoises feeding and a full array of additional fun games are included in the kids activities with our compliments.
- Snorkeling, kayaking, paddle boarding rental is free of charge for adults and kids.
- In villa kids amenities are provided free of charge. Baby cot is complimentary.

Meal Supplement	Half Board Supplement	Full Board Supplement	Compulsory Christmas Eve Dinner 24 Dec 2024	Compulsory New Year's Eve Gala Dinner 31 Dec 2024
Child 0- 04.99 years incl. sharing double	Free of charge	Free of charge	Free of charge	Free of charge
Child 5 - 12.99 years incl. sharing double	50 Euro	75 Euro	63 Euro	198 Euro
Adults - 13 years & above	100 Euro	150 Euro	126 Euro	396 Euro

- 0 - 4.99: free of charge on Full Board on Kids menu all year round solely whilst dining at restaurant with accompanying adults. For In villa dining a tray charge applies to the guests.
- 5 – 12.99: free of charge on Kids Menu at dinner solely when free Half Board offer applies.
- 5 – 12.99: 50% off adults Half Board and Full Board meal plan applies.
- 0 – 12.99 Kids wanting to eat from Adult's A la carte Menu pay full price on consumption.
- Half Board Guests are entitled to dine around at Losean Creole Mediterranean, Curieuse Pan Asian and The Sushi Room restaurants for a 3-course dinner A la carte.
- Full Board guests are entitled to Pool Bar and Restaurant for lunch on a 3 course menu daily, and at Losean Creole Mediterranean, Curieuse Pan Asian and The Sushi Room restaurants for dinner.
- Meals included in the booked meal plan can also be enjoyed through In Villa Dining for breakfast, lunch and dinner. A delivery charge applies to the guests.
- Cooking Class, Destination Dining, Private Dining and Themed Night dinners are **NOT** applicable to any booked meal plan.

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- Meal Plans are based on food only; all beverages are charged on consumption.
- Meal Plans must be purchased for all occupants for the entire stay. No multiple meal plans are allowed.
- Certain selected items which are not included in the meal plans will be clearly mentioned in the menu at a supplement price.

**TRANSFERS:**

We can assist with helicopter or private plane transfers from Mahe to the Resort private helipad or Mahe airport to Praslin airport.

- Helicopter transfers from Mahe airport directly to the resort helipad are operating from sunrise to sunset from EUR 974 one-way for up to 4 persons & 325 KG, however subject to change without notice hence to be reconfirmed upon booking request.
- Private Chartered Plane from Mahe airport to Praslin Domestic airport are available from EUR 504 one-way for up to 4 persons & 340 KG or EUR 790 one-way for up to 8 persons & 900 KG, subject to change without notice. Rates to be confirmed upon request.
- Praslin domestic airport to Resort by private car (one way, max 2 adults + 2 children or 3 Adults) is EUR 75 per car including taxes and service charge – One Way (30 min).
- Praslin Jetty to Resort by private car (one way, max 2 adults + 2 children or 3 Adults) is EUR 40 per car including taxes and service charge – One way (15 min).

**CANCELLATION POLICY**

The Operator shall notify the Resort in writing of any cancellation prior to the cancellation period. In the event of late notification, a cancellation charge will apply.

Period	Minimum Notice	Late Cancellation Charges
Year Round except Easter and Festive Season	21 – 0 days No Show	100% of accommodation
Easter	60 to 46 days 45 - 0 days No show	50% of accommodation 100% of accommodation
Festive	90 to 61 days 60-0 days No show	50% of accommodation 100% of accommodation

**OFFERS**

<b><u>Early Bird Offer</u></b>	<p><b>EBO 90 days and above</b> Receive 30% discount for bookings confirmed 90 days above prior to arrival date</p> <p><b>EBO 45 days</b> Receive 20% discount for bookings confirmed 89 to 45 days prior to arrival date</p>
Validity	9 January 2024 – 8 January 2025 (both dates included)
Villa Type	Hillside Pool Villa, Ocean View Pool Villa and Panoramic Pool Villa
Length of Stay	No minimum Length of Stay all year round except Festive Season when a minimum length of stay of 4 nights applies
Combinable with	All Contracted offers & additional benefits
Terms and Conditions	Discount applies to third adult supplement.

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<b><u>Long Stay Offer</u></b>	<b>5% Discount Offer</b> Receive 5% discount when staying 7 nights and above
Validity	9 January 2024 – 8 January 2025 (both dates included)
Villa Type	All Villa Types and Four Bedroom Residence
Length of Stay	7 nights and above
Combinable with	All Contracted offers & additional benefits
Terms and Conditions	Discount applies to third adult supplement.

<b><u>Honeymoon Offer</u></b>	<b>Honeymoon Offer</b> Receive 3% discount on top of EBO and Long Stay offers Honeymoon Villa set-up once per stay Complimentary Bottle of Champagne 30-minute couple's massage (each person) per stay
Validity	9 January 2024 – 8 January 2025 (both dates included)
Villa Type	All Villa Types and Four Bedroom Residence
Length of Stay	Minimum 4 nights
Combinable with	All Contracted offers & additional benefits
Terms and Conditions	Honeymoon Offer is applicable provided that dates of travel fall within 12 months of the wedding date. A copy of the wedding certificate is requested at the time of booking to guarantee the offer. The offer only applies to 2 persons. It does not apply when children are sharing the same villa.

<b><u>Birthday and Wedding Anniversary</u></b>	Villa set-up once per stay Complimentary Birthday/Anniversary cake
Validity	9 January 2024 – 8 January 2025 (both dates included)
Villa Type	All Villa Types and Four Bedroom Residence
Combinable with	All Contracted offers & additional benefits
Terms and Conditions	Please confirm celebration date at time of reservation.

<b><u>Offer</u></b>	<b>Free Half Board Offer – Low and High Season</b>
Validity	09 Jan – 23 Mar, 07 Apr – 31 Jul, 01 Sep – 24 Dec
Villa Type	All Villa Types and Four Bedroom Residence
Combinable with	All Contracted offers & additional benefits
Length of Stay	Minimum of 5 nights (the minimum nights must fall completely into the offer period)
Terms and Conditions	Applicable to all guests sharing the same villa. Applies to child and third adult as per supplement. Full Board supplement at 50 Euros per adult (13 years onwards) per day. Meal plan inclusions as per below description <b>NOT applicable over Easter, August and Festive</b>



<b>Offer</b>	<b>Free Half Board Offer – August</b>
Validity	1-31 August
Villa Type	All Villa Types and Four Bedroom Residence
Combinable with	All Contracted offers & additional benefits
Length of Stay	Minimum of 5 nights (the minimum nights must fall completely into the offer period) <b>when booked 60 days and above, prior to arrival date</b>
Terms and Conditions	Applicable to all guests sharing the same villa. Applies to child and third adult as per supplement. Full Board supplement at 50 Euros per adult (13 years onwards) per day. Meal plan inclusions as per below description <b>NOT applicable below 60 days prior to arrival date</b>

- On complimentary Half Board treatment, guests are entitled to dine around at Losean Creole Mediterranean, Curieuse Pan Asian and The Sushi Room for a 3-course dinner A la carte.
- Meals included in the booked meal plan can also be enjoyed through In Villa Dining for lunch or dinner. A delivery charge applies.
- 0 - 4.99: free of charge on Full Board on Kids menu all year round.
- 5 – 12.99: free of charge on Kids Menu at dinner solely when free Half Board offer applies.
- 5 – 12.99: 50% off adults Half Board and Full Board meal plan applies when free Half Board is not offered.
- 0 – 12.99 Kids wanting to eat from Adult’s A la carte Menu pay full price on consumption.
- Cooking Class, Destination Dining and other private dinners / lunches are **NOT** applicable to free Half Board Meal Plan upgrade. Meal Plans are based on food only; all beverages are charged on consumption.
- Certain selected items which are not included in the meal plans will be clearly mentioned in the menu at a supplement price.
- Meal Plans must be purchased for all occupants for the entire stay. No multiple plans are allowed.

**TERMS&CONDITIONS:**

**WHEREAS:**

- A. The Agent is a professional which is an intermediary between (i) providers of accommodation services and (ii) a network comprised of companies, organizations, businesses or other entities that make accommodation services available for booking by guests both online and/or offline.
- B. In this context, the Hotel wishes to engage the Agent in order to make accommodation services available for onward distribution to guests for leisure purposes.
- C. The purpose of this agreement is to define the terms and conditions of the agency arrangement to be entered into by the Hotel and the Agent (the “**Agreement**”).

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, the Parties, intending to be bound in agreement hereby agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1. Definitions**

The following terms shall have the meaning ascribed to them below:

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<b>Affiliate</b>	means, with respect to any Party, another party directly or indirectly Controlling, Controlled by or under common Control with such Party. With respect to the Agent, the term “Affiliate” shall also include any third party that facilitates Bookings through the Agent System.
<b>Agent System</b>	means the software, databases, products, and other components that make up the services provided by the Agent and/or any of its Affiliates for the purpose of performing its services to enable Guests to shop for, reserve, book, and/or pay for travel and/or accommodation and related services through a computer, telephone, other interactive device, or any other booking channel.
<b>Agreement</b>	has the meaning ascribed to it in paragraph 1.2 of the recitals.
<b>Applicable Rate</b>	means the amount, as established by the Hotel, made available to the Agent and its Affiliates in respect of a relevant room in accordance with this Agreement, which might include or exclude, as the case may be, the Discount and/or Taxes and other Incidental Local Charges. The Hotel shall decide the terms and conditions attached to each Applicable Rate (including restrictions, modification and cancellation policies, bed type, number of guests, breakfast).
<b>Booking</b>	means a booking of accommodation services offered by the Hotel completed through the Agent Distribution Channels in accordance with this Agreement.
<b>Confidential Information</b>	has the meaning ascribed to it under Article 18.1.
<b>Discount</b>	has the meaning ascribed to it under Article 9.
<b>Force Majeure Event</b>	means circumstances occurring inside or directly affecting the Territory, which: <ul style="list-style-type: none"><li>(a) are beyond the control of a Party;</li><li>(b) such Party could not reasonably have provided against before entering into this Agreement;</li><li>(c) having arisen, such Party could not reasonably have avoided or overcome; and</li><li>(d) is not substantially attributable to the other Party, and is not limited to the following exceptional events or circumstances: acts of terrorism, acts of foreign enemies, blockades, embargoes, wars (whether declared or not), invasions, rebellions, revolutions, insurrections or riots, pandemics, epidemics, natural catastrophes such as landslides, fires, earthquakes, hurricane, typhoon or volcanic activity.</li></ul>
<b>Guest</b>	means the end customer who books the Hotel accommodation services through the Agent Distribution Channels on an individual basis for leisure purposes in accordance with this Agreement, provided that the end customer is a natural person.

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<b>Incidental Local Charges</b>	means any city, state, local or national accommodation taxes, levies, surcharges, duties, and other mandatory local charges applicable under local laws or regulations to accommodation services, which are not required under applicable laws to be included in the information related to amounts payable to be communicated to the Guests at the time of booking.
<b>Intellectual Property</b>	means all intellectual property rights (whether registered or unregistered and existing anywhere in any jurisdiction) such as trademarks, trade names, designs, patents, copyrights, domain names, sub-domain names, protection conferred to software and database rights, forming part of and used in connection with the Parties' respective businesses.
<b>Losses</b>	has the meaning ascribed to it under Article 14
<b>Net Room Night</b>	means a consumed room night which has not been cancelled or modified by the Agent, its Affiliates or the Guest prior to the check-in date in accordance with the terms and conditions attached to the relevant Applicable Rate.
<b>Onward Distributors</b>	means the companies, organizations, businesses, individuals or other entities contracting with the Agent or its Affiliates (and any subsequent distributor or subcontractor thereof) for the onward distribution of the accommodation services made available to the Agent and its Affiliates by the Hotel under this Agreement.
<b>Package</b>	means a combination of (i) accommodation services made available to the Agent and its Affiliates by the Hotel under this Agreement and (ii) at least one other travel service (such as flight, train, boat, carriage of passengers, rental of cars or any other tourist service) for the purpose of the same trip or holiday if the accommodation services (including breakfast) account for 25% or more of the value of the combination and the combination is booked as a whole by the Guest.
<b>Hotel Description</b>	means data pertaining to the Hotel including supplier details, rates (including any taxes and other mandatory charges, which are required under applicable laws to be included in the amounts payable by Guests), property, room and venue descriptions (such as facilities, attractions, services and amenities), photographs and any other promotional media such as video, cancellation policies, geo codes and star ratings listed by the Hotel that are made available to the Agent and its Affiliates in accordance with this Agreement.
<b>Rate Agreement</b>	means an agreement entered into by the Agent and the Hotel in accordance with Article 5.1 of this Agreement relating <i>inter alia</i> to individually negotiated rates, availabilities, and terms and conditions.
<b>Remittance</b>	has the meaning ascribed to it under Article 9.
<b>Suspension Period</b>	has the meaning ascribed to it under Article 5.6.
<b>Taxes</b>	means any taxes, levies, imports, duties, charges, fees or withholding taxes (including value added tax goods and services tax (GST)) of any nature now or hereafter imposed by any governmental, fiscal or other authority.
<b>Term</b>	has the meaning ascribed to it under Article 11.1.



**Virtual Credit Card** has the meaning ascribed to it in Virtual Credit Card.

**1.2. Interpretation**

The Parties agree that the provisions contained in the recitals form an integral part of the Agreement. Except as otherwise expressly set forth herein, all references to a number of days shall be to calendar days. Whenever the words “include”, “includes” or “including” are used in this Agreement shall be deemed to be followed by the words “without limitation”.

**2. PURPOSE**

- 2.1. This Agreement defines the terms and conditions on which the Hotel instructs the Agent to facilitate the booking of the Hotel accommodation services by Guests travelling for leisure purposes through the Agent Distribution Channels.
- 2.2. This Agreement does not grant any kind of exclusivity to the Agent to promote, facilitate, market, offer for sale or sell the accommodation services of the Hotel through any offline or online distribution channel. Conversely, the Agent remains free to promote, facilitate, market, offer for sale or sell the accommodation services of other third parties.
- 2.3. The Hotel shall have sole control over the number and type of accommodation services made available to the Agent or its Affiliates pursuant to this Agreement in line with its own revenue management strategy and internal policies. As a result, nothing in this Agreement shall oblige the Hotel to provide last room availability to the Agent or its Affiliates.
- 2.4. The Parties acknowledge and agree that the role of the Agent under this Agreement is to act as an intermediary between the Hotel and potential Guests for the purpose of facilitating Bookings at the Hotel through the Agent Distribution Channels.
- 2.5. Nothing in this Agreement shall constitute a sale or rental of accommodation services from the Hotel to or by the Agent, its Affiliates or Onward Distributors, and the Parties acknowledge and agree that (i) the Agent, its Affiliates and Onward Distributors bear no risks of loss with respect to any accommodation services made available under this Agreement and (ii) Guests are legally and financially responsible for their respective charges.

**3. DUTIES OF THE AGENT**

- 3.1. During the term of this Agreement, the Agent shall (and, where relevant, shall cause its Affiliates and Onward Distributors to):
  - i. Make all its best efforts in its capacity as agent to look after the Hotel’s interests in good faith, perform its services under this Agreement dutifully with the goal of maximizing the number of Bookings and enhancing the goodwill of the Hotel ;
  - ii. Display the Hotel and make the Hotel Description available on the Agent Distribution Channels in accordance with this Agreement in a way that does not disadvantage the Hotel. For the avoidance of doubt, the Agent must not change the Hotel Description without the prior written approval of the Hotel;
  - iii. Regularly update the Hotel Description, the Applicable Rates and room availability on the Agent Distribution Channels, in accordance with (i) the information made available by the Hotel and (ii) the terms as set forth in Article 4 of this Agreement in order to avoid inconsistencies and double bookings;
  - iv. Ensure that accommodation services made available to the Agent and its Affiliates by the Hotel under this Agreement are exclusively booked by Guests travelling for leisure purposes;

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- v. Ensure that Bookings are limited to individual bookings (*i.e.*, one or multiple bookings of less than ten (10) rooms in total) and shall not be distributed to groups (*i.e.*, one or multiple bookings of more than nine (9) rooms in total) to which different terms and conditions apply;
  - vi. Ensure that (i) the Applicable Rates made available under this Agreement to be sold on a standalone basis will be offered to the Guests in accordance with the terms as set forth in Article 5 of this Agreement, and (ii) the Applicable Rates made available under this Agreement to be sold as part of a Package are under no circumstances disclosed or made apparent, either directly or indirectly, to the Guests or the public;
  - vii. Inform and make available to each Guest, at or prior to the time of booking or otherwise in accordance with applicable laws, the cancellation and other terms and conditions attached to each Applicable Rate as well as the applicable accommodation rules and policies of the Hotel;
  - viii. Bear its own costs inherent to its activity as agent, including the costs incurred for processing bookings of the Hotel's accommodation services through the Agent Distribution Channels in its capacity as agent under this Agreement;
  - ix. Comply and ensure the Onward Distributors comply with applicable national and local laws and regulations with respect to the services performed under this Agreement such as online payment services, accommodation and/or travel services, and with all relevant consumer protection laws, fire, health and safety regulations.
- 3.2. Any violation by the Agent, its Affiliates or Onward Distributors of any of the foregoing shall be deemed a material breach of this Agreement.

#### 4. DUTIES OF THE HOTEL

- 4.1. During the term of this Agreement, the Hotel shall:
- i. Ensure that the Hotel Description is accurate, up-to-date and not misleading;
  - ii. Make the Applicable Rates available to the Agent in accordance with the terms of this Agreement;
  - iii. Honor any Booking validly completed through the Agent Distribution Channels in accordance with the terms of this Agreement;
  - iv. Comply with applicable national and local laws and regulations relating to accommodation services as described in this Agreement, including all relevant consumer protection laws, fire, health and safety regulations.
- 4.2. Any violation by the Hotel of any the foregoing shall be deemed a material breach of this Agreement.

#### 5. APPLICABLE RATES

- 5.1. Applicable Rates shall be made available by the Hotel to the Agent as described in a Rate Agreement entered into between the Hotel and the Agent in accordance with this Agreement with respect to accommodation services made available to the Agent.
- 5.2. The Agent acknowledges and agrees that the Applicable Rates apply to bookings for leisure purposes only. In the event a Guest stays in the Hotel for any other reason, the Hotel reserves the right to issue to the Agent an invoice amounting to the standard public rate as published by the Hotel on the date of the relevant stay.

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- 5.3. The Hotel instructs the Agent (and, where relevant, to cause its Affiliates or Onward Distributors) to facilitate standalone bookings with a room price and availability consistent with the relevant Applicable Rates and inventory made available by the Hotel to the Agent under this Agreement. In particular, the Agent shall ensure that, only to the extent permitted by law in the relevant jurisdiction, the room price and the related conditions of sale for a given room sold on a standalone basis (including all applicable rules, terms, and conditions such as cancellation, advance purchase or no-show) are at least equal to and no more favorable to the Guest than the room price and conditions of sale offered or set through the Hotel's own direct booking or distribution channel. For the avoidance of doubt, the room price offered by the Hotel in the application of this Article 5.3 is deemed to be public.
- 5.4. The Agent shall ensure (and, where relevant, shall procure that its Affiliates or Onward Distributors shall ensure) that the Applicable Rate made available to be sold as part of a Package is not available for standalone booking by a Guest.
- 5.5. In case of violation of Article 5.3 or 5.4 above (provided that Article 5.3 applies), the Hotel may give the Agent notice by email identifying the issue and requesting to take all necessary steps so that the violation be remedied to the satisfaction of the Hotel within seventy two (72) hours after the Agent's receipt of the Hotel's notice by email.
- 5.6. If the violation is not remedied in accordance with Article 5.5, the Hotel shall be entitled to partly or fully discontinue the Agent's ability to offer Bookings at the Hotel under this Agreement during thirty (30) days after the Agent's failure to remedy the violation (the "**Suspension Period**").
- 5.7. If the violation is still not remedied to the satisfaction of the Hotel at the expiry of the Suspension Period, or if another violation of Article 11 occurs subsequently, the Hotel shall be entitled to terminate this Agreement in accordance with Article 0 hereunder.
- 5.8. The foregoing shall not limit any other right or remedy of the Hotel available under this Agreement, or any right or remedy that the Hotel may be entitled to pursue, independent of this Agreement, directly against the Onward Distributors. In particular, the foregoing shall not limit the right of the Hotel to claim full indemnification for any Losses suffered by the Hotel arising from the violation of Article 5.3 or 5.4, including any amount paid by the Hotel to a Guest as a result of the inconsistency between the room rates and/or availability displayed through the Agent Distribution Channels and on the Hotel's own booking or distribution channel (such as any "**Best Price Guarantee**" Guest claim).

## 6. STOP SALES

- 6.1 Free sale is available for the duration of this contract. Please follow our availability calendar for the latest updates, where it is mentioned in detail which periods are on free sale, on request or stop sale. All reservations must be on a 'Sell and Report' basis. Should the Agent receive a stop sale notice then free sale must be closed and the Agent will have 48 hours to report all outstanding reservations from the time of notice otherwise all reservations will be treated on a 'subject to availability' basis.

## 7. BOOKING PROCESS

- 7.1. The Agent shall make all bookings directly through the Hotel Reservations Office at Phone: +2484296791, Email: [bookus.praslin@raffles.com](mailto:bookus.praslin@raffles.com)
- 7.2. The Hotel a booking request of accommodation services either in writing (by email or fax) or via a channel manager (*i.e.*, a switch service which enables transfer of booking data between the Agent System and the Hotel's own booking or distribution systems).

Upon each Booking, the Agent shall issue to the Guest a voucher or a booking confirmation as the case may be, corresponding to accommodation services booked in the Hotel pursuant to this Agreement. The voucher or the booking confirmation shall specify for each Booking (without limitation): (i) the corporate

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- 7.3. name of the Agent and its local legal ID, (ii) the number of Guests, (iii) their names, (iv) the number of rooms, (v) the Guests' check-in date, (vi) the Guests' check-out date, (vii) the number of nights booked, (viii) the name of the Hotel, and (ix) the type of services covered.
- 7.4. The Agent shall submit to the Hotel a sample voucher or a booking confirmation for prior approval.

## 8. BOOKING CONDITIONS

- 8.1. Bookings that have not been cancelled are deemed confirmed, regardless of the time of arrival of the Guests. The Agent shall ensure that the Guests have permanent access to all the terms and conditions applicable to the Booking including the conditions under which vouchers or booking confirmations are to be issued and used by the Guests as well as modification and cancellations policies. Should the guest wish to extend the stay beyond the original dates booked by the Travel Company, the Best Available Rate of the day will be applicable and paid directly by the guest, securing rate confidentiality. Alternatively, the Travel Company may amend the reservation subject to availability and will be billed according to the credit status. Should the guest check out early, the Resort will charge the Travel Company for the full duration of the stay including any other arrangement.
- 8.2. After the release date (21 days in Low and High Season, 45 days in Easter & 60 days in Festive Season) no name and date changes will be accepted and a cancellation fee will be applicable as per contract policy.
- 8.3. If the Hotel is unable to honour a Guest's reservation due to Force Majeure Event, the Hotel reserves the right to relocate and transport the Guest to alternative accommodation of equivalent quality in the immediate area. If needed and from time to time, the Hotel may solicit the Agent's assistance to relocate the Guest in accordance with the Hotel's rules. In any case, the Agent must obtain the Hotel prior approval before validating the final relocation. In case of relocation as described in this paragraph, the reasonable expenses relating to the transfer (additional cost of the rooms, transportation and a phone call) between the two hotels shall be payable by the Hotel in accordance with the existing standard procedure of the Hotel, and shall not be liable to pay any other compensation whatsoever to any party.

## 9. PAYMENTS

This contract does not represent a credit agreement. All Hotel invoices will be issued according to this contract and arrangements at the time of booking. The Agent request for arrangements will be treated as guarantee of payment whether by email, extranet or by letter. Reservations must be prepaid and be lodged in the Hotel bank account 21 days in Low and High Season, 45 days in Easter and 60 days in Festive Season before the guest's arrival otherwise the Resort reserves the right to charge the guest the Best Available Rate (BAR) on arrival.

- 9.1. For each room night covered by a Booking, the Agent collects the payment from the Guest (i.e. the Agent is the merchant) and the Agent shall remit to the Hotel an amount equal to the Applicable Rate, net of the discount (the "**Discount**") as defined in the Rate Agreement and any applicable charges or Taxes charged to the Guest by the Agent (the "**Remittance**").
- 9.2. If a virtual credit card ("**Virtual Credit Card**") is available to the Hotel, upon check-out of the Guest, the Agent shall remit to the Hotel the Remittance via a Virtual Credit Card. Depending on the applicable commercial conditions, the Hotel shall charge the Virtual Credit Card for the Remittance as set forth in **Schedule 2**.
- 9.3. If a Virtual Credit Card is not available to the Hotel, upon check-out of the Guest, the Hotel shall issue an invoice to the Agent on the basis of the Applicable Rates with the applicable Taxes and Incidental Local Charges.
- 9.4. An invoice may combine all amounts due with respect to the accommodation services rendered under all given Bookings completed during a relevant period of time.

Only bank transfers shall be accepted for the settlement of invoices and down payments with specification of the invoices settled. Bank charges associated with the settlement of invoices shall be

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- borne by the Agent. Any other means of payment proposed by the Agent instead of bank transfer (*e.g.*, cheques issued by a bank established in the country in which the accommodation takes place) is subject to the Hotel's prior written approval. Bills of exchange and cheques not issued by a bank established in the country in which the Hotel is located shall not be accepted as a method of payment.
- 9.5. In the event of non-payment by the contractual due date, late payment penalties shall be due as specified by the Hotel as set forth in **Schedule 1** and **Schedule 2**.
- 9.6. The Parties further agree that:
- i. The payment currency used by the Agent shall be the same as the Booking currency;
  - ii. Guests shall be responsible for all Incidental Local Charges and any other extra expenses ordered and/or consumed by the Guests (such as, telephone, minibar, *etc.*);
  - iii. In case of non-payment of any amount that might be due by the Guest to the Hotel under this Agreement, the Agent shall make its best efforts to assist the Hotel in obtaining payment from the Guest.
- 9.7. In the event of a no-show, in the absence of a cancellation in accordance with the terms and conditions attached to the Applicable Rate or in case of late cancellation, the Hotel will not honor the reservation if the Guest arrives after the cancellation deadline unless otherwise agreed by the Hotel, and:
- concerning refundable Rates, the Agent shall pay to the Hotel an amount equal to the Applicable Rate applicable to the first night of the Guest's stay, except otherwise specified by the Hotel.
  - concerning non-refundable Rates, the Hotel will retain, as a deposit the totality of the sums paid by the Guest at the time of his Booking.
- 9.8. The Remittance shall not include (i) other mandatory charges such as, without limitation, resort fees, resort service charges, energy fees or surcharges, safe fees, safe warranty charges, or transportation fees, (ii) incidental charges such as, without limitation, mini-bar, room service, in-room movies, extra-person charges not charged at the time of booking, roll-away bed charges and telephone charges, or (iii) Incidental Local Charges.
- 9.9. The Hotel shall use its best endeavors to inform the Agent in advance of the applicability of any mandatory Taxes and Incidental Local Charges and the Agent must advise Guests of the applicability thereof. The Hotel and the Agent agree to apply the Taxes and Incidental Local Charges on the date of the check-out of the Guest. In the rare event the applicable Taxes and Incidental Local Charges (any new Tax/Incidental Local Charges rate or a new Taxes and/or Incidental Local Charges) increase or decrease or the collection change as imposed by governmental and/or regulatory bodies between the date of booking and the date of check-out, the Applicable Rates will be readjusted accordingly and Guests may be required to pay the difference to the Hotel upon check-out. The Hotel and the Agent agree to work together in good faith to resolve such a scenario on a case-by-case basis.
- 9.10. The Hotel and the Agent will cooperate reasonably and in good faith in the determination and administration of each Party's tax responsibilities (collection, fulfilment, payment, withholding, remittance, *etc.*). Under no circumstances the Hotel and the Agent shall recharge any cost related to the digital services tax via a gross-up on the payment invoiced or by other means.
- 9.11. The Parties acknowledge and agree that the provisions of this Article 9 represent full compensation for all of the services provided by the Agent under the terms of this Agreement or which the Agent may otherwise be required to provide to be able to perform the services specified in this Agreement, including all costs that the Agent might incur or reasonably anticipates it will incur directly or indirectly in its capacity as agent with respect to the Hotel in relation to its facilitation and intermediation activities set out in this Agreement, including costs in respect of IT costs, advertising and marketing costs and any other costs and expenses incurred by the Agent at its own discretion in the ordinary course of its business in relation to its facilitation of such Bookings in accordance with the provisions of this Agreement.



**10. REPRESENTATIONS AND WARRANTIES**

10.1. Each Party warrants to the other Party that the representations and warranties contained in this Article 10 are, insofar as it is concerned, accurate as at the Effective Date.

10.2. The Agent represents, warrants and covenants to the Hotel that:

- i. all materials and technologies owned by Agent to provide the facilitation and intermediation services under this Agreement shall not violate or otherwise infringe upon the copyright, trademark, patent or other proprietary or intellectual property rights of any third party;
- ii. it shall secure or has secured all permits, licenses, patents, consents, regulatory approvals and registrations required to deliver the facilitation and intermediation services under this Agreement;
- iii. it shall perform the facilitation and intermediation services hereunder in a timely and professional manner using state-of-the-art technology and competent personnel having expertise suitable to their assignments;
- iv. it shall, at its own expense, comply with all applicable laws, rules, guidelines and regulations governing the provision of its services under this Agreement;
- v. it has implemented commercially reasonable measures in line with industry standards to prevent any services from including or interacting with malware, viruses, worms, Trojan horses, bots (*e.g.*, bots that artificially raise click rates), and other harmful code, to the extent applicable.

10.3. Each Party represents, warrants and covenants to the other that:

- i. it has the authority to enter into and perform this Agreement;
- ii. it is not insolvent or subject to any safeguard (including accelerated safeguard), bankruptcy, liquidation or equivalent proceedings under any applicable insolvency law;
- iii. its execution, delivery and performance of this Agreement and provision of the relevant services under this Agreement does not violate any agreement to which it is a party or violate any laws, rules, guidelines and regulations or governmental orders;
- iv. neither the entry into nor the performance of this Agreement constitutes or triggers or will constitute or trigger (i) a violation of any term or provision of the by-laws or equivalent constitutional documents of such Party; or (ii) a violation of, or a default under, any agreement binding upon such Party; or (iii) a violation by such Party of any applicable law or governmental authorization applicable to such Party or any of its assets, other than, for (ii) and (iii), any violation or default which would not impair its ability to perform its obligations under this Agreement; and
- v. any services performed under this Agreement shall be provided in a diligent, workmanlike manner in accordance with industry standards applicable to the performance of such services. Notwithstanding any other provision in this Agreement, in the event that either Party's services fail to conform at any time to the above warranties, upon the other Party's request, such Party must, without charge, promptly cure the cause of such failure.

10.4. The foregoing warranties made by the Agent shall, where relevant, be deemed made by and/or applicable to the Agent's Affiliates and Onward Distributors.



## 11. TERM - TERMINATION

### 11.1. Term

The initial term of this Agreement shall end on the 8<sup>th</sup> January 2024 unless earlier terminated as permitted herein, and shall then automatically renew for a further year unless the Hotel provides the Agent with a new one, or the Hotel of the Agent provides the other with notice of its intent not to renew at least thirty (30) days prior to the end of the initial term (the initial term, together with the one renewal term(s), the “**Term**”).

### 11.2. Termination

Unless otherwise provided herein, any Party or otherwise specified, may terminate the Agreement:

- i. at any time upon ninety (90) days prior notice;
- ii. in the event of a material breach by the other Party of its obligations set forth under this Agreement that has not been remedied within thirty (30) days of receiving notice of such breach, with immediate effect upon notice stating the absence of remediation;
- iii. if there is a Force Majeure Event preventing performance of the obligations set forth under this Agreement for more than thirty (30) days, with immediate effect upon notice stating such Force Majeure Event;
- iv. in the event of a change of Control of the Agent or its Affiliates within one (1) month of such change of Control with a thirty (30) day-notice;
- v. in the event of an unauthorized assignment of this Agreement by Agent, with immediate effect and without prejudice.

Termination or expiration of this Agreement shall not affect any rights, remedies or obligations of the Parties that have accrued or become due prior to termination or expiration.

Termination or expiration of this Agreement shall not affect the provisions of Article 18.1 (*Confidentiality*) which shall remain in force after such termination or expiration pursuant to their terms. Upon termination or expiration of this Agreement, each Party shall destroy or return to the other Party all of the other Party’s Confidential Information that such Party may have in its possession or control, upon the other Party’s request.

The rights, duties and responsibilities of the Parties shall continue in full force and effect during any termination notice period unless otherwise instructed by the Hotel in writing. In particular, the Hotel shall honour any Booking booked in good faith by the Agent in accordance with this Agreement prior to termination of this Agreement.

The provisions of this Article 11.2 shall apply *mutatis mutandis* to any Rate Agreement.

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## 12. FORCE MAJEURE

### 12.1. Force Majeure Event between the Hotel and the Agent

Neither Party shall be liable in case of a failure to perform or a delay in the performance of its obligations hereunder due to a Force Majeure Event which was unforeseeable at the execution date of this Agreement.

The Party affected by the Force Majeure Event shall notify the other Party as soon as reasonably possible of the occurrence of the Force Majeure Event in accordance with Article 18.2 herein. Such notice shall detail how the Force Majeure Event prevents the performance of its obligations hereunder.

As from the occurrence of said notification, the Parties' respective obligations shall be suspended during the time of the Force Majeure Event, and neither Party shall incur any liability in this regard. However, in any event, the affected Party shall make its best efforts to mitigate the effects of such Force Majeure Event.

If the Force Majeure Event lasts more than thirty (30) days, then the Parties expressly agree to discuss in good faith the impact of the Force Majeure Event on the Agreement and on the Parties' respective obligations hereunder and shall negotiate, in good faith, any amendment, whether temporary or definitive, to be made to the Agreement.

Should the Parties fail to find a mutually acceptable solution within 30 days, then either Party shall be entitled to terminate the Agreement as of right, by written notice to the other Party, without any further formality, without incurring any liability and without any indemnity being due. Termination shall be effective as of the date of receipt of the aforementioned written notice.

In any event, each Party shall bear all its own expenses resulting from the occurrence of the Force Majeure Event.

### 12.2. Force Majeure Event between the Hotel and a Guest

The Hotel or a Guest shall not be liable in case of a failure to perform or a delay in the performance of its obligations hereunder due to a Force Majeure Event which was unforeseeable at the time of Booking. In any event, for any Booking, as the Agent acts as an intermediary between the Hotel and the Guest for the only purpose of facilitating Bookings, the Agent cannot and is not authorized to grant more rights to the Guest than granted by the Hotel and as such, the Agent is not authorized to and shall not determine whether a Force Majeure Event has occurred in relation to a Booking on behalf of the Hotel and/or on behalf of a Guest, such determination being left to the Hotel's sole discretion. In this regard, should the Hotel and/or a Guest invoke a Force Majeure Event in relation to a Booking, the Agent shall only convey any exchanges of information related thereto to the Hotel and/or the Guest.

Any breach of the foregoing by the Agent shall be at the Agent's entire responsibility and the Agent shall indemnify the Hotel of any and all costs incurred in this regard.

If the Hotel is unable to honour a Guest's reservation due to Force Majeure Event, the Hotel reserves the right to relocate and transport the Guest as set forth in Article 8.3 herein.

## 13. PERSONAL DATA PROTECTION

13.1. In this section, the terms "**Personal Data**", "**Data Subject**", and "**Data Controller**" shall have the meanings set forth in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter, the "**GDPR**").

13.2. The distribution of the Hotel through Agent implies the collection and the processing of Personal Data pertaining to Guests by the Agent and the Hotel.



- 13.3. In connection with the performance of the services under this Agreement, the Agent, and the Hotel are not entering into a relationship of joint controllership regarding Personal Data. Each entity solely determines the purposes and means of the data processing needed to pursue their respective commercial activities, Agent as a travel services operator, the Hotel as an accommodation establishment.
- 13.4. Consequently, the Agent and the Hotel (each acting as an independent Data Controller) undertakes to process and transmit Personal Data only in compliance with all data security and data protection laws applicable to it, in particular the GDPR. To this end:
- each Data Controller undertakes to personally file the statements, notices or applications for authorization or to keep the records of processing activities for which it is responsible and which may be required under applicable law;
  - each Data Controller undertakes to process Personal Data lawfully, fairly and in a transparent manner in relation to the Data Subject and to collect Personal Data for specified, explicit and legitimate purposes;
  - each Data Controller undertakes to process Personal Data which are adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed and to keep such data accurate and up to date;
  - each Data Controller recognizes that each Data Subject has the possibility of effectively exercising his/her rights of access to, rectification, cancellation of his/her Personal Data and opposition to the use of his/her Personal Data and implements free and straightforward procedures to this end; each Data Controller undertakes to communicate to the other any request it may directly receive from a Data Subject who wishes to exercise his/her rights to access, rectify, cancel or oppose the use of Personal Data relating to him/her and that makes express reference to one other Data Controller;
  - each Data Controller undertakes not to keep Personal Data in a form which permits identification of Data Subjects for longer than is necessary for the purposes for which the data were collected or for which they are further processed;
  - each Data Controller agrees that it has in place and will maintain, or will establish and maintain, adequate security procedures and controls to prevent the unintended disclosure of, and the unauthorized access to or misappropriation of, any Personal Data or information of any Guest.

## 14. INDEMNIFICATION

### 14.1. Agent Indemnification

Subject to Article 14.3, the Agent shall and shall continue to defend, indemnify and hold harmless the Hotel, its Affiliates and respective officers, directors, employees and shareholders from and against (and pay the full amount of) all third party claims, demands, suits, causes of action, proceedings, judgments, damages, fines, penalties, liabilities, costs, losses and expenses (including reasonable attorneys' fees) (collectively, "**Losses**"), which any of them may suffer, incur or pay out, in whole or in part, to the extent by reason of, or to the extent in connection with, the following:

- i. the services provided under this Agreement by the Agent (including, where relevant, its Affiliates and Onward Distributors) and any of their respective suppliers or personnel (except to the extent such Losses are caused by any inaccuracy, incompleteness or impropriety of information provided to the Agent by the Hotel);
- ii. any alleged or actual violation by the Agent (including, where relevant, its Affiliates and Onward Distributors) of any applicable law of any applicable jurisdiction;

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- i. any claim by a subcontractor or any third party arising out of agreements between the Agent and such parties that are made in furtherance of the Agent's services under this Agreement;
- ii. any breach of the Agent's representations, warranties, covenants and obligations set forth in this Agreement; or
- iii. acts or omissions by the Agent (including, where relevant, its Affiliates and Onward Distributors) of negligence or willful misconduct.

#### 14.2. **Hotel Indemnification**

Subject to Article 14.3, the Hotel shall defend, indemnify and hold harmless the Agent, its Affiliates and respective officers, directors, employees and shareholders from and against (and pay the full amount of) all Losses, which any of them may suffer, incur or pay out, to the extent by reason of, or to the extent in connection with, the following:

- i. If the Hotel is the indemnifying Party, any breach by the Hotel of its representations, warranties and covenants set forth in this Agreement; or
- ii. the respective acts or omissions by the Hotel of gross negligence or willful misconduct.

#### 14.3. **Indemnification Process**

In the event of a third party claim or action for which a Party is entitled to indemnification under Article 14.1 or 14.2 above, the indemnifying party shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise unless otherwise mutually agreed in writing by the Parties, provided, however, that neither Party shall have the right to bind the other Party to any settlement or agreement without its prior written consent, which consent shall not be unreasonably withheld or delayed.

Each Party shall give the other prompt notice of any written risk, warning or notice of any such claim or action giving rise to an entitlement under Article 14.1 or 14.2 above, and copies of all papers served upon or received by such Party regarding the same. The failure of the indemnified party to give prompt notice of any third-party claim shall not release, waive or otherwise affect the indemnifying party's obligations with respect thereto except to the extent that the indemnifying party can demonstrate actual loss and prejudice as a result of such failure. The indemnified party shall provide reasonable assistance to the indemnifying party, at the indemnifying party's expense, regarding the defense of such claim or action.

#### 14.4. **Limitation of Liability**

In no event shall either the Hotel or the Agent be liable to the others for indirect, consequential or punitive damages arising in connection with this Agreement. However, this limitation shall not apply to a Party's (i) breach of its personal data obligations under Article 13 (*Personal Data Protection*), (iv) breach of its anti-bribery and ethics obligations under Article 16 (*Anti-Bribery and Ethics*), (v) breach of its confidentiality obligations under Article 18.118.1 (*Confidentiality*), (vi) liability for death or personal injury caused by that Party's negligence or willful misconduct or (vii) indemnification obligations (as to third party claims or actions) as set forth in this Article 14 (*Indemnification*).

### 15. **INSURANCE**

- 15.1. The Agent shall at all times during the Term of this Agreement and for two (2) years thereafter, without limiting Agent's liability to the Hotel, maintain a liability insurance policy, with reputable insurers, for a minimum amount of five (5) million euros per claim, without limit, covering the financial consequences of its civil and professional liability.



- 15.2. The Agent shall also maintain during the whole term of the Agreement a cyber-liability insurance for the same minimum amount of five (5) million euros per claim and per year, covering the financial consequences of a breach of personal data and/or credit card protection laws. Upon request, the Agent shall provide evidence of proper coverage to the satisfaction of the Hotel and it has paid the corresponding premium.
- 15.3. This Article 15 shall in no way affect the indemnification, remedies or warranty provisions of this Agreement.

#### 16. ANTI-BRIBERY AND ETHICS

- 16.1. The Parties represent and warrant that they comply with the anti-bribery and corruption legislation applicable to their respective activities.
- 16.2. Without limiting the generality of the foregoing, the Parties represent and warrant that, in respect of the Agreement and the matters covered therein, they shall (i) comply and (ii) ensure that their respective employees, officers, directors will comply with all applicable anti-corruption laws and that they have not given or promised to give and will not give or promise to give any money, benefit or anything of value, whether directly or through intermediaries, to or for the use of any person (private individuals as well as public officials) where such money, benefit, or thing of value would be for purposes of obtaining or retaining a commercial advantage, inducing or rewarding the recipient for acting improperly, or where it would be improper for the recipient to accept the benefit.
- 16.3. Failure to comply with the foregoing by each Party and its Affiliates shall be deemed to be a material breach of this Agreement giving right to early termination of this Agreement with immediate effect, without notice and without prejudice.

#### 17. ANNUAL REVIEW

- 17.1. An annual review shall take place in December of each calendar year (or such other time as the Parties agree) for the review of the prior year's performance, including a review of:
- i. the Agent's contribution to the Hotel's business results;
  - ii. the Agent's servicing of the Hotel's account;
  - iii. the overall working relationship between the Hotel and the Agent;
- 17.2. Without prejudice to any right or remedy hereunder, the Hotel and the Agent shall agree on any corrective action that may need to be taken following each performance review.
- 17.3. Performance reviews shall be attended by appropriate Hotel and Agent management representatives.

#### 18. MISCELLANEOUS

##### 18.1. Confidentiality

The Parties shall treat as confidential and not disclose to any third party (other than their Affiliates) the existence of this Agreement, the content of this Agreement, the transactions consummated pursuant to this Agreement, any trade secret and any information concerning any of the Parties, its activities, its customers, its financial results, its development and its strategy, which is obtained directly or indirectly from the other Party in the context of or in the course of performance of this Agreement (the "Confidential Information").

Notwithstanding the foregoing, a Party may disclose or use any Confidential Information to the extent that:



- i. such disclosure or use is expressly authorized by this Agreement to the extent strictly necessary or proper for the purposes of this Agreement;
- ii. such disclosure or use is specifically authorized with the prior written consent of the disclosing Party;
- iii. such disclosure or use is specifically required by applicable law or by a court, administrative agency or other governmental body;
- iv. such disclosure or use is necessary to defend its interests in connection with any judicial or administrative proceeding; or provided that, prior to such disclosure or use, the receiving Party shall (i) promptly notify the disclosing Party (to the extent permitted by applicable law) to give the disclosing Party the opportunity to review, narrow or prevent such disclosure or use, and (ii) use its best endeavors to ensure that the receiving person or entity keeps the Confidential Information confidential and does not use the Confidential Information except for the purposes for which the disclosure is made.
- v. the relevant Confidential Information becomes publicly available, other than by a breach of this confidentiality undertaking.

Should this Agreement be voided or terminated, this Article 18.1 shall remain in full force and effect for a period of five (5) years.

#### 18.2. Notifications

Any notice or other communication required or permitted to be given hereunder shall be delivered in person, transmitted by facsimile or e-mail (with a confirmation copy to be sent by registered mail, return receipt or return email requested) or sent by international courier service or by registered mail, return receipt requested, addressed as follows:

##### For the Hotel:

To the attention of:	Ernestina Bertarini
Position:	Director of Sales & Marketing
Address:	Raffles Seychelles, Anse Takamaka Praslin
E-mail:	<a href="mailto:Ernestina.Bertarini@raffles.com">Ernestina.Bertarini@raffles.com</a>

##### For the Agent:

To the attention of:	Alessandra Girardi
Position:	Product Director
Address:	Calle Serrano, 165 28002 Madrid
E-mail:	<a href="mailto:alessandra.girardi@nuba.net">alessandra.girardi@nuba.net</a>

Any such notice or other communication shall be effective upon actual receipt and a Party may at any time change its address for service from time to time by giving notice to the other Party in accordance with this Article 18.2.

Any notice or other communication delivered to the Agent shall be deemed delivered to its Affiliates and Onward Distributors for the purpose of this Agreement.



### 18.3. Severability

If any term or other provision of this Agreement is or becomes invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.

Upon such determination that any term or other provision is or becomes invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

### 18.4. Amendments - Waivers

Changes and amendments made to the provisions of this Agreement shall only be made in writing in a document signed by the Parties.

The Parties recognize that the duration of all the time periods provided in this Agreement have been agreed to, and that the consequences of compliance with or breach of these time periods have been accepted by the Parties, including in those cases where compliance or breach leads to the loss of a right. Subject to the above, waiver by a Party of any condition or right or waiver of enforcement of a breach of any provision, term or covenant contained in this Agreement at one or more times shall not be considered or construed as a recurring or continuing waiver of that condition or right or of the right to enforce a breach of any other provision, term or covenant of this Agreement.

### 18.5. Entire Agreement

This Agreement constitutes the entire agreement existing between the Parties relating to the subject matter hereof and supersedes and replaces in their entirety all other prior agreements and undertakings, both written and oral, between the Parties with respect to the subject matter hereof. As a consequence, each Party hereby irrevocably waives any and all rights and/or claims which it may have under any and all such other previous agreements.

Any Rate Agreement entered into between the Agent and the Hotel shall incorporate by reference the provisions of this Agreement. In case of contradiction or inconsistency, the provisions of this Agreement shall prevail over (i) any Rate Agreement, (ii) the terms of any booking confirmation sent by the Hotel to the Agent or (iii) the booking terms and conditions, unless the Hotel and the Agent specifically agree otherwise.

### 18.6. Further Assurances

The Parties undertake to communicate, execute and deliver any information and any document, as well as to take any action or decision which may be necessary to the performance of the Agreement.

### 18.7. Binding Effect - Assignment

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

This Agreement is personal to the Agent and the Agent may not directly or indirectly assign this Agreement (by operation of law or otherwise) or any of its rights or obligations under the Agreement without the prior written consent of the Hotel, including full or partial assignment, delegation to any agent or subcontractor, and any purported assignment not permitted hereunder shall be null and void.

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Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement, without the other Party's consent, to an Affiliate provided that such Affiliate unconditionally assumes the Agreement in writing and provided that the assignee is not a competitor of the other Party.

In the case of any assignment permitted under this Agreement, the assigning Party shall be released from the Agreement's obligations arising as from the assignment date.

Any assignment by a Party of its rights and obligations under this Agreement to a third party in violation of the above clause shall be deemed to be a material breach of the Agreement.

#### 18.8. **Independent contractors**

Each Party shall act solely as an independent contractor, and nothing in this Agreement shall be construed to give either Party the power or authority to act for, bind, or commit the other Party in any way. Nothing herein shall be construed to create the relationship of partners or joint-venture partners between the Parties.

#### 18.9. **Expenses**

Unless otherwise provided herein, each of the Parties shall bear its own costs, charges and other expenses of any nature whatsoever with respect to the negotiation, preparation, performance and implementation of this Agreement.

#### 18.10. **Applicable Law**

This Agreement shall be governed by the laws of Seychelles, without giving effect to its principles of conflict of laws.

#### 18.11. **Disputes**

If a dispute between the Parties arises out of or in connection with the Agreement, including its validity, interpretation, implementation and/or termination, the Parties shall first try to find an amicable settlement through a mediation carried out by Seychelles Arbitration. If an amicable settlement through such mediation is not reached, the dispute shall be submitted to the exclusive jurisdiction of Supreme Court of Seychelles.

### **SCHEDULE 2: VIRTUAL CREDIT CARD**

#### **1. Selection of the Virtual Credit Card ("VCC")**

The Parties agree that the Agent uses the following VCC at the Effective Date for the purpose of payment to the Hotel under this Agreement and shall inform of any change during the Term: [***list of VCC providers and types to be completed by the Agent and agreed by Raffles Seychelles: WEX (VCC provider), Mastercard (VCC type)***]As from the signature of this Agreement, should the use of any new VCC involve the application of additional charges for the Hotel, the Agent shall obtain the Hotel's prior written agreement before using it for the performance of this Agreement.

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## 2. Process

- The VCC details will be sent together with the booking confirmation via XML for each booking. The Hotel can charge the VCC at Guest's check-in or after the Guest's no-show or cancellation.
- If the Hotel fails to charge the VCC within seven (7) days from check-out, the Hotel may communicate this failure to the Agent which will issue a new VCC number provided such request is received within thirty (30) days of check-out. The Agent shall provide the new VCC number within seven (7) days as from the reception of the request by the Hotel.
- 3. In case of any failure of the VCC system which affects in full or in part the payment of the Hotel, whatever the reason, the Agent shall inform immediately the Hotel and provide an alternative solution within a reasonable period (not more than 7 (seven) days as from the beginning of the failure) without any additional charges for the Hotel.

## 4. Invoicing

The Agent shall receive a settled invoice after the Guest's check-out.

## 5. Payment penalties

If the amount due is not paid to the Hotel within the time limit mentioned above, penalties shall be due at the rate of 5 % per month.

In order to confirm the arrangements, set forth herein, the Resort should receive this Agreement no later than 31<sup>st</sup> July 2023. Please sign and return a copy directly to:

RAFFLES SEYCHELLES  
Ernestina Bertarini  
Director of Sales & Marketing

NUBA TRAVEL  
Alessandra Girardi  
Product Director

RAFFLES SEYCHELLES  
Salwa Razzouk  
General Manager

Travel Company Name's Initials AG  
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## **RESORT INFORMATION**

**Address:** RAFFLES SEYCHELLES  
Anse Takamaka, Praslin  
Republic of Seychelles

**Telephone:** +248 4 296 000  
**Fax:** +248 4 296 001  
**Email:** [praslin@raffles.com](mailto:praslin@raffles.com)  
**Web:** [raffles.com/seychelles](http://raffles.com/seychelles)

### **Bank Details**

**Name of the Account:** KHI Seychelles 01 LTD - RAFFLES  
**Name of the Bank:** Nouvobanq SIMBC  
**Branch:** Victoria House, P.O.Box 241, Victoria, Mahe, Seychelles  
**Swift Code:** NOVHSCSC  
**Euros Account No:** 21002126574082/ IBAN: SC72NOVH02020021002126574082EUR  
**USD Account No:** 32002126574066/ IBAN: SC94NOVH02020032002126574066USD  
**SCR Account No:** 01002126574058 / IBAN: SC52NOVH02020001002126574058SCR

### **Key Contacts**

**General Manager:** Salwa Razzouk  
**Email:** [salwa.razzouk@raffles.com](mailto:salwa.razzouk@raffles.com)

### **Sales:**

**Director Sales & Marketing:** Ernestina Bertarini  
**Email:** [ernestina.bertarini@raffles.com](mailto:ernestina.bertarini@raffles.com)

### **Reservations:**

**Telephone:** +248 4 296 791  
**Email:** [bookus.praslin@raffles.com](mailto:bookus.praslin@raffles.com)

### **Finance:**

**Director Finance & Business Support:** Mayla Zabala  
**Email:** [Mayla.Zabala@raffles.com](mailto:Mayla.Zabala@raffles.com)