



## WHOLESALE RATES AGREEMENT

This agreement is made between

### A) Six Senses Laamu

Address: Olhuveli Island, Laamu Atoll, Maldives

Tel: +960 680 0800 Fax: +960 680 0801

AND

### NUBA EXPEDICIONES DE MEXICO

Address: R.F.C. NEM190208F75. Goldsmith 60, Polanco, Mexico City, 11590, Mexico

Tel: +34 917454745 Fax: Mobile:

Email: alessandra.girardi@nuba.net;

Issued: August 8, 2023

Validity: December 22, 2023 to December 21, 2024

### 1. Villa Rates: valid for worldwide markets

Currency US dollar

Water villa category	Units	Rate based on	Maximum villa occupancy	Peak 22.12.23 to 06.01.24	High 07.01.24 to 30.04.24	Low 01.05.24 to 30.09.24	Shoulder 01.10.24 to 21.12.24	Additional adult charge (12 years & above)
Lagoon Water Villa	16	2A	2A + 2C or 3A	2,500	1,410	1,080	1,200	105
Ocean Water Villa	16	2A	2A + 2C or 3A	2,610	1,505	1,180	1,305	105
Laamu Water Villa	12	2A	2A + 2C or 3A	2,770	1,650	1,330	1,460	105
Sunset Laamu Water Villa	12	2A	2A + 2C or 3A	2,970	1,805	1,490	1,615	105
Ocean Water Villa with Pool	4	2A	2A + 2C or 3A	3,720	2,255	1,910	2,055	105
Laamu Water Villa with Pool	8	2A	2A + 2C or 3A	3,970	2,465	2,120	2,260	105
Sunset Laamu Water Villa with Pool	2	2A	2A + 2C or 3A	4,410	2,815	2,430	2,590	105

Beach villa category	Units	Rate based on	Maximum villa occupancy	Peak 22.12.23 to 06.01.24	High 07.01.24 to 30.04.24	Low 01.05.24 to 30.09.24	Shoulder 01.10.24 to 21.12.24	Additional adult charge (12 years & above)
Lagoon Beach Villa with Pool	5	2A	2A + 2C or 3A	3,240	1,950	1,550	1,665	105
Ocean Beach Villa with Pool	10	2A	2A + 2C or 3A	3,510	2,160	1,755	1,875	105
Family Beach Villa with Pool	6	2A	2A + 2C or 3A	4,040	2,605	2,200	2,320	105
Two-Bedroom Lagoon Beach Villa with Pool	1	4A	4A + 2C	10,600	5,850	4,885	5,440	105
Two-Bedroom Ocean Beach Villa with Pool	1	4A	4A + 2C	12,750	7,455	6,375	7,090	105
The Retreat	1	8A	8A+4C or 12A	19,400	11,275	8,940	10,830	105



Notes

- Minimum 5-night stay falling over New Year's Eve. No check out on December 30, 2023 and December 31, 2023 (both dates inclusive).
- Above net rates are quoted in US dollars per villa per night inclusive of buffet breakfast at Longitude Restaurant.
- Above net rates are inclusive of 10% service charge, 16% GST (both per villa per night), and US dollar 6 per person per night Green Tax.
- Government taxes, fees & charges may change without prior notice. Six Senses Laamu reserves the right to amend rates with immediate effect should there be any changes.
- The Resort has the right to stipulate that any government changes and increases in taxes or other government mandated surcharges will be passed on.
- Additional adult rate is in US dollars per person per night inclusive of taxes and buffet breakfast.
- Up to two children aged 0 – 11 years stay complimentary when sharing the same villa with two adults.
- The island setup does not make it possible to have connected villas and adjacent villas cannot be guaranteed at the time of booking.
- Minimum mark-up of 25% on the above room rates is required. The contract is null and void if the partner fails to honor minimum markup requirements.

Special inclusions for the Two-Bedroom Lagoon Beach Villa with Pool, Two-Bedroom Ocean Beach Villa with Pool and The Retreat:

- Welcome amenity
- One time combined Sunset Dolphin Cruise
- Personalized amenities placed in the villa
- In-villa dinner (food only) once during stay, for up to 6 guests sharing the same villa in 2 bedroom units or for up to 12 guests sharing the same villa in The Retreat.
- Departure gift

Notes: Kindly note that the above services offered cannot be exchanged nor can they be redeemed in cash or credit if not availed at the end of the stay.

**2. Seaplane Transfer**

Six Senses appreciates the importance of a seamless transfer experience. The Six Senses Laamu “Flying Turtle” is a 12-seat luxury aircraft with leather seats in a business-class configuration. The Flying Turtle flies direct between Male and Six Senses Laamu. We highly recommend and encourage all our guests to book the seaplane transfer, be it shared or as a private charter.

**2.1 Seaplane Transfer Rates**

Return transfers are arranged by	Up to 1 year	2 – 11 years	12 years and above
Seaplane Transfer (65 minutes)	0	595	995
<b>Seaplane transfer</b> flight cancellation or date amendment charges will apply when notice is received less than 72 hours prior to scheduled date of travel.			



Notes

- All seaplane flights are arranged by Six Senses Laamu as per flight movements.
- In order to ensure best possible transfer timings, all international flight details must be advised by email to the reservations team at [reservations-maldives@sixsenses.com](mailto:reservations-maldives@sixsenses.com) with a **minimum seven (7) days prior to arrival**. Note though that the more notice the resort has on international flight arrivals and departures, the better the resort can ensure seaplane transfer flight movements best match these flights. In the event resort receives international flight details less than seven (7) days prior to arrival, resort will endeavor to ensure best connection but with understanding that a longer layover may be required.
- Above net rates are quoted in US dollars per person for a round trip transfer and are inclusive of 10% Service Charge and 16% GST. Government taxes, fees & charges may change without prior notice.
- Seaplanes operate within the Maldives during daylight hours only in between sunrise and sunset. Considering the distance from Male to Six Senses Laamu, guests are requested to land in Male no later than 3:00 pm (15h00) local time in order to meet the last seaplane departure from Male for Six Senses Laamu. Similarly, guests are requested to ensure their departure flight from Male onwards is after 9:30 am (09h30) local time.
- If the Six Senses branded plane is not unavailable, an alternative seaplane will be arranged.
- Baggage allowance for scheduled seaplane transfer is up to 25 kg per person (20 kg + 5 kg hand luggage). Excess baggage charges are USD 5 per kg plus applicable taxes. Overweight luggage may be sent via separate flight if so required.
- Six Senses Laamu reserves the right to amend rates with immediate effect should there be any changes in applicable government taxes and airport related surcharges.
- In the event guests arrive outside the hours of normal seaplane operating times, Six Senses Laamu can endeavour to organise a combined domestic flight and speedboat transfer to resort via Kadhdhoo Domestic Airport within the Laamu Atoll. Availability of these flights is not guaranteed and important thus to be mindful that arrival into Male after 3:00 pm or departure from Male before 9:30 am may require for guests to overnight in Male. Six Senses Laamu cannot be held responsible for these arrangements. In the event the resort can organize domestic flights, rates for these will be as follows:

Return transfers are arranged by	Up to 1 year	2 - 11 years	12 years and above
Domestic Flight (40 minutes) followed by 20 minutes speedboat	0	535	895
<b>Domestic transfer</b> flight cancellation or date amendment charges will apply when notice is received less than 3 days prior to scheduled date of travel.			

**3. Meal-plan Supplements**

Available meal plan options	Adults 12 & above	Child 6 - 11 years	Child 5 years and under
Half Board dining	135	67.50	Free of charge for meals taken with their parents
Full Board dining	195	97.50	Free of charge for meals taken with their parents

Notes

- Reservations required for Zen and Leaf Restaurants.
- Leaf restaurant is an adult only dining venue available for 12 years and above.
- Beverages are not included in our meal plans (Half Board or Full Board) and, all beverages are charged based on consumption.
- Half Board (dinner) is available at Longitude, Zen, Leaf Restaurant, and Chill Bar.
- Full Board (lunch) is available at Chill Bar and Sip Sip. Dinner is available at Longitude, Zen, Leaf Restaurant, and Chill Bar.
- With the Half Board and Full Board meal plan booked, guests are entitled to have 3-courses per person during the meal (lunch or/and dinner) - 1 starter, 1 main course and 1 dessert at Chill Bar; and our set menu in Longitude, Zen and Leaf restaurants.



- Guests booked on Half Board (paid or complimentary) can upgrade to Full Board prior to arrival for a supplement of US dollar 60 net per person per night or US dollar 30 net per child (6-11 years) per night.
- Meal plan basis must be the same for the entire stay and all guests in the same villa must book the same meal plan.
- Should guests wish to have more than the entitled menu, charges as per restaurant menu are applicable.
- Meal plan supplements are in US dollars per person per night and are inclusive of 10% Service Charge and 16% GST. Government taxes, fees & charges may change without prior notice.
- Six Senses Laamu reserves the right to amend rates with immediate effect should there be any changes.

#### 4. Christmas and New Year Supplements

Festive season supplements (mandatory)	Per adult on Bed & Breakfast basis	Per adult on Half Board or Full Board	Child Policy
Christmas Eve 24.12.23	399	289	Child 5 years and under do not pay supplement Child 6 - 11 years pay 50% of the adult rate
New Year's Eve 31.12.23	499	389	Child 5 years and under do not pay supplement Child 6 - 11 years pay 50% of the adult rate

#### Notes

- Beverages are not included in the festive supplements and are charged based on consumption.
- Above mandatory Festive supplements are in US dollars, per person and inclusive of 10% service charge and 16% GST. Government taxes, fees & charges may change without prior notice. Six Senses Laamu reserves the right to amend rates with immediate effect should there be any changes.

#### 5. Optional/Additional Beverage Packages

Optional/additional package in US dollar	Per adult per night	Extra child (2 - 11) years per night	Inclusions:
' <u>Saint</u> ' (non-alcoholic)	90	35	<ul style="list-style-type: none"> <li>▪ Water, soft drinks, fresh juices, mocktails, tea &amp; coffee</li> </ul>
' <u>Sinner</u> ' (alcoholic)	155	Not applicable	<ul style="list-style-type: none"> <li>▪ Water, soft drinks, fresh juices, mocktails, tea &amp; coffee</li> <li>▪ Selected house wine, sparkling wine, spirits, beers and cocktails as specified in the attached outline</li> </ul>

#### Notes

- Available to guests booked on Half Board or Full Board meal plan basis.
- Upgrading to the optional/additional beverage packages mean to upgrade for the entire duration of reservation, and must be applied to all occupants staying in the same villa.
- Mini Bar food and beverages are included and valid to *Sinner* package only.
- Snacks, soft drinks, house wine and beers only in villa minibar will be replenished daily.
- Spirits in villa minibar once consumed will not be replenished during the stay.
- Applicable for beverage consumption at Chill Bar, Longitude, Zen, Leaf and Sip Sip outlets.
- Beverages served by glass on standard house pours and limited to one drink per guest at a time.
- Package drinks will be marked on the outlet menus and serving hours correspond to outlet operating hours.



- Optional/additional beverage packages may be purchased for bookings already received and confirmed prior to guest arrival, or on arrival.
- Beverages may only be consumed within the immediate area of the outlet the beverage was served from, and beverages must not be removed from the outlet.
- No optional/additional beverage packages credit applies for In-Villa-Dining, Altitude, private barbecue, destination dining, special events, beach service and any other on/off island meal functions.
- Valid only for reservations from January 7, 2024 to December 21, 2024 inclusive with the understanding that the package is subject to change without notice and subject to availability. Optional/additional beverage packages are not applicable during festive period.
- All prices are listed in US dollar and are and inclusive of 10% service charge and 16% GST. Government taxes, fees & charges may change without prior notice. Six Senses Laamu reserves the right to amend rates with immediate effect should there be any changes.

## 6. Contracted Offers

Validity Period	Offer Detail	Terms and Conditions
<b>Festive Season</b> 22.12.23 to 06.01.24	Receive 25% off the villa rate when book by September 30, 2023 <b>Not valid on December 30, 31, 2023 and January 1, 2024</b>	<ul style="list-style-type: none"> <li>• Valid for all villa categories except two-bedroom categories and The Retreat</li> <li>• Minimum 5-night stay falling over New Year's Eve. No check out on December 30, 2023 and December 31, 2023 (both dates inclusive)</li> </ul>
<b>High Season</b> 07.01.24 to 30.04.24	Extended Stay – receive 25% off the villa rate <b>Not valid from March 29 to April 14, 2024</b>	<ul style="list-style-type: none"> <li>• Minimum stay of 5 nights is required</li> </ul>
<b>Low Season</b> 01.05.24 to 30.09.24	Extended Stay – receive 30% off the villa rate Complimentary upgrade to Half Board	<ul style="list-style-type: none"> <li>• Minimum stay of 4 nights is required</li> </ul>
<b>Shoulder Season</b> 01.10.24 to 21.12.24	Extended Stay – receive 25% off the villa rate	<ul style="list-style-type: none"> <li>• Minimum stay of 5 nights is required</li> </ul>

### Notes:

- Contracted offers are valid for all categories except Festive Season period as detailed above.
- Contracted offers are not combinable with any special or tactical offers unless otherwise mentioned.
- Extended stay offer and Complimentary upgrade to Half-board offer (where applicable) are combinable.
- Percentage discounts are applicable to villa rate only and are **NOT applicable to additional adult, meal plan, transfers, other supplements or services.**
- **Complimentary upgrade to Half Board** is applicable to one or two guests sharing the same one-bedroom villa, for up to four guests in two-bedroom villas, and for up to eight guests in The Retreat. Additional charges apply for additional guests.
- **All of the above offers are subject to stop sale with 48 hours advance notice.**



## 7. Honeymoon Benefits / Wedding Anniversary Benefits

### Entitled benefits

- Welcome Amenity
- Departure Gift
- Personalized bicycle tags
- A complimentary wedding cake OR Anniversary cake
- A complimentary bottle of sparkling wine in the villa upon arrival
- A complimentary combined Sunset Dolphin cruise OR a complimentary 60 minutes couple massage to be taken prior to 2:00 pm during guests' stay

### Notes

- Minimum 4 nights' stay is required.
- Valid for all villa categories and year-round.
- Honeymoon benefits are valid upon presentation of the Marriage Certificate within six months from registration date.
- Above contracted Honeymoon and Wedding Anniversary Benefits are combinable with all offers stipulated in this contract.
- Should clients not avail of the 60-minute couple massage or the complimentary combined Sunset Dolphin Cruise during their stay at the Resort, the benefit is lost.
- Kindly note that either the 60-minute couple massage or the complimentary combined Sunset Dolphin Cruise cannot be exchanged nor redeemed in cash or credit if not availed during the stay.
- Wedding Anniversary benefits are valid upon presentation of Marriage Certificate and, Anniversary must take place during respective stay (travel within 30 days of wedding celebration day).
- Six Senses Laamu reserves the right to amend the above benefits with immediate effect should there be any changes. Benefits are subject to change without prior notice.



## 8. Payment Terms and Conditions

### Prepayment

If credit arrangements have not been established, full prepayment for all bookings is required within the following periods prior to guest arrival: The Resort reserves the right to cancel reservations if payment terms are not honored.

<u>Period</u>	<u>Charge</u>	<u>Condition</u>
• 22.12.23 – 06.01.24	100%	90 days prior to arrival
• 07.01.24 – 30.04.24	100%	30 days prior to arrival
• 01.05.24 – 30.09.24	100%	21 days prior to arrival
• 01.10.24 – 21.12.24	100%	30 days prior to arrival

### Cancellation charges

The Resort reserves the right to cancel reservations if payment terms are not honored.

<u>Period</u>	<u>Charge</u>	<u>Condition</u>
• 22.12.23 – 06.01.24	100%	if notice received less than 90 days prior to arrival
• 07.01.24 – 30.04.24	100%	if notice received less than 30 days prior to arrival
• 01.05.24 – 30.09.24	100%	if notice received less than 21 days prior to arrival
• 01.10.24 – 21.12.24	100%	if notice received less than 30 days prior to arrival

### Credit terms

- Invoicing will be in the currency of the contract.
- In the event payment terms are not met, the Resort reserves the right to withdraw credit facilities, temporary or indefinite, as it sees fit.
- In the event payment terms are not met and a dispute is ongoing, Resort reserves the right to cancel future bookings and/or reach out to guests direct for payment.
- If credit facilities have been established, the rates on this contract are conditional on payment being received by the Resort not later than 30 days from the date of invoice.
- In addition, where accounts are not paid within 30 days after the billing dated, a 1.5% per month, late payment charge will be applied. In the event of a disputed charge, the balance due less the disputed amount is to be paid while the disputed item is reviewed with the Resort.

## 9. Bank Account Details

Account Name: LEISURE FRONTIERS PRIVATE LIMITED  
Account Number: 00001 2073 7000 271 USD  
Bank Name: BNP PARIBAS – HONG KONG BRANCH  
Bank Address: 22/F, PCCW Tower, Taikoo Place, 979 King’s Road, Hong Kong  
Swift Code: BNPAHKHHXXX

### International Payment (USD from Overseas via The U.S.):

Correspondent Bank: BNP PARIBAS – NEW YORK BRANCH  
Swift Address of BNP Paribas New York/Paris: BNPAUS3N



## 10. Contract / Agreement Terms & Conditions

- Room rates are inclusive of the US\$ 6 government Green Tax per person per night. And room rates are inclusive of 10% service charge and inclusive of 16% GST (Tourism Goods and Service Tax) for all seasons, per villa per night. Rates are non-commissionable and quoted in US dollars. Any future change in government tax charges will be effective immediately from date of implementation. Rates are based on 2 adults sharing unless specified.
- The Resort has the right to stipulate that any government changes and increases in taxes or other government mandated surcharges will be passed on.
- Rates quoted are NOT applicable to individual commercial business travelers or corporate accounts.
- Rates offered are applicable ONLY if reservations are made directly to the Resort.
- The Tour Operator is not allowed to re-sell or distribute rates to third parties, including but not limited to bedbanks and OTA's or any other online channels.
- **Confidentiality:** All information & rates offered in this agreement are strictly confidential & may not be disclosed to third parties for any reason or purpose.
- Rates are not valid for internet portal sites. Should Tour Operators wish to promote their packages on the internet, any daily villa rates shown on web sites must include a minimum 25% mark up.
- **Check-in/ Check-out times:** Check in is at 14:00 hrs., Check out is at 12:00 noon. Early check-in before 14:00 hrs is chargeable at 50% of contracted rate subject to availability. To guarantee early check-in before 14:00 hrs a 100% of contracted rate applies. Late check-out charges: until 18.00 hrs. 50% of contracted rate, after 18:00 hrs. 100% of contracted rate.
- **Groups:** The above listed rates and conditions do not apply to groups. Any reservation of 5 villas and above is considered a group, which requires a separate group quotation that can be obtained from the Director of Sales & Marketing.
- **No Show & Early Check Out Policy:** In the event that the individual or entire group does not arrive, arrive later than the confirmed arrival date, or departs earlier than the confirmed departure date the Tour Operator shall be held responsible for payment computed at the equivalent for the full originally booked length of stay.
- **Reservations Procedure:** Reservations can be done by email or by calling the Resort's reservations department directly. All bookings/amendments/cancellations must be reported immediately to the reservations department.
- **Guest Profile Forms:** All Tour Operators will be issued with a guest profile form to complete. Partners are strongly encouraged to submit completed guest profile forms back to the Resort prior to the guest's arrival so as to allow Resort to curate guest experience honoring guest preferences.
- **Cancellations:** Save and except where deposits have been duly paid in accordance with the above, the Resort reserves its absolute right to release all villas if the requirements herein stated are not fully met within the time limit stated. The Resort also reserves the right to not allow changes in dates of reservations and guests' name with an original booking confirmed. During the High/Peak Season, the Resort will inform with each reservation the time limit (cut off period) of each reservation to observe all points stipulated in this contract. The Resort reserves its absolute right to release the villas reserved (without any prior notice if the conditions in this contract are not observed). All deposits made for reservations during the Peak Season are non-refundable and non-negotiable if cut off periods/cancellation notices are not observed. Please note that cancellations will not be accepted until they have been confirmed by the Resort.
- **Weather and other unforeseen circumstances:** The Resort is not responsible for any supplementary charges incurred due to cancellation of seaplane transfer by seaplane service provider due to weather and other unforeseen circumstances.
- **Stop Sale Procedure:** The hotel reserves the right to send a Stop Sale to the business partner. All villas sold under confirmed allotment must be reported in writing within 48 hours of the Stop Sale notification to the hotel and unused allotment must be returned to the hotel by the business partner.
- **Renovation:** The Hotel reserves the right, upon giving reasonable notice to the Tour Operator, to close any part of its facilities and to carry out repairs, renovation/s and upgrades to the Hotel from time to time and at any time as it deems fit in its absolute discretion.
- **Change of ownership:** The Resort must be informed in writing at least 30 days prior the effective date of any change to ownership or management.
- **Force Majeure:** The Resort shall be relieved of its obligations hereunder in the event and to the extent its performance of this agreement is delayed or prevented in whole or in part by any cause beyond its control, including, without limitation, acts of God, change of laws, war or hostilities (declared or not), pandemic, civil unrest, fire, flood, earthquake or explosion, sale, seizure of the Resort under legal process, strikes, lockouts or labor stoppages or any other circumstances beyond the control of the Resort that makes it impossible for the Resort to operate fully or partially.
- **Exclusion of Liability:** It is agreed that the Resort and the Resort Company shall not be liable to the Tour Operator or any other person for any loss, damage, liability, expenses or costs suffered or incurred by the Tour Operator or any member of any booking(s), including any loss, damages, liability, expenses and costs arising from any loss of, damage to or theft of property, unless such loss, damage, liability, expenses and costs resulted directly from the gross negligence or willful default of the Resort or the Resort Company.
- **Termination:** A) This agreement may be terminated by the Resort immediately in the event of any breach by the Tour Operator of (a) its payment obligations under this Agreement; or (b) its other obligations under this Agreement which, if in the opinion of the Resort is capable of remedy, is not remedied to the satisfaction of the Resort within 30 days (or such shorter period as the Resort may require) from the date of notice from the Hotel. B) Either party may terminate this agreement for any reason whatsoever by giving the other party 15 days prior written notice of termination. C) Upon termination of this Agreement, the Tour Operators' credit arrangements (if any) shall automatically cease and all amounts due or owing by the Tour Operator to the Resort under this Agreement shall be immediately due and payable. The Resort shall be entitled to levy a late payment charge on any outstanding and overdue sum at the rate of 1.5% per month from the due date until the date on which full payment is made. D) Any termination of this Agreement shall not prejudice any of the parties' rights or obligations that have accrued prior to termination and shall not relieve the Tour Operators' duty of confidentiality.
- **Transfer of rights:** The Tour Operator may not assign or transfer any of its rights and obligations under this agreement.



- Jurisdiction: It is expressly agreed and declared that the proper law of this agreement is the law of the Maldives that any disputes, actions or other matters arising hereunder shall be determined in a court of law in the Maldives in accordance with the laws and procedures of the Maldives and under all circumstance.
- This contract is null and void until Resort has received a signed copy back from partner.

## 11. Signatories

A handwritten signature in black ink, appearing to read "Marteyne Van Well", written over a horizontal line.

**Marteyne Van Well**  
Regional General Manager - Maldives  
Six Senses Laamu  
August 8, 2023

A handwritten signature in black ink, appearing to read "Michael Vance", written over a horizontal line.

**Michael Vance**  
Regional Director of Sales & Marketing - Maldives  
Six Senses Laamu  
August 8, 2023

A handwritten signature in black ink, appearing to read "Alessandra Girardi", written over a horizontal line.

**Alessandra Girardi**  
Nuba - Net Rates Director  
NUBA EXPEDICIONES DE MEXICO  
Date: 10 August 2023