



Dynamic NET Rate Agreement 2024

| Client | Hotel |
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| NUBA EXPEDICIONES | COMO Parrot Cay |
| NUBA EXPEDICIONES S.L. including NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V., Nuba USA, Inc. | PO Box 164 Providenciales Turks and Caicos Islands BWI +1 649 339 7788 |

This "Agreement" is entered into by and between Hotel, and Client, effective January 3rd 2024 and concludes March 31st 2025.

Confidential Rates

NET Rates have been agreed upon with a dynamic pricing structure at twenty (20%) percent off the published best available rate including published room only promotions excluding published package rates. Dynamic NET rates are confidential and not for public distribution. All rates are subject to change without notice. All rates are subject to availability.

Dynamic NET Rates, non-commissionable, are quoted in US dollars (\$) per room, per night (single or double occupancy per bedroom) and include breakfast, unless otherwise stated. Breakfast can be enjoyed at Terrace Restaurant or via Room Service (delivery charges apply). Dynamic NET Rates must be paid on time according to the Payment and Billing section.

Rates will be valid only when an agreement signed from both parties.

Tax and Service charge

All of the rates are in US Dollars and exclude tax, service charge and facility fee.

- Accommodations are subject to 10% service charge, 12% government taxes and 5% Facility Fee
- Incidentals (Food and Beverage, COMO Shambhala services) are subject to 10% service charge and 12% government taxes
- Transfers are only subject to 12% government tax

On Request: Reservations for COMO Private Estate; and for Festive season, will be handled "on request" by contacting our reservation department.

Blackout dates: Festive Season

- Friday December 20th 2024 to Monday January 6th 2025

Dynamic NET Rates will not be valid during the festive season. Festive Season, will be handled "on request" by contacting our reservation department. During this period, the hotel will extend a 10% commission only based on Best Available Rates (please contact hotel reservation department for rates and terms & conditions). Commission will be paid within 30 days following date of check out.

Complimentary Services for all Guests

- Welcome amenity
- Signature welcome beverage
- Daily American breakfast at the Terrace Restaurant
- Wi-Fi Internet access throughout the resort
- Non-motorized water sports at the main beach
- Twice a day housekeeping service
- Participation in daily wellness scheduled activities
- Access to COMO Shambhala Fitness Retreat
- Outdoor tennis courts lit for night-time play, including use of racquets and balls
- Children activities with Play by COMO team

Check In and Check Out

- Check in is after 4pm on day of arrival and check-out is by 12 noon on the day of departure
- Early arrivals or late departures may incur additional charges
- Late arrivals and early departures will be charged in full

Occupancy and Extra Person Charge

- Accommodations are single or double occupancy per bedroom
- COMO Parrot Cay allows a maximum of one additional person per Garden Rooms and Ocean Facing Rooms, or two additional persons in COMO Suites, One Bedroom Beach Houses
- For the Family Beach Houses and larger accommodations, extra beds are at COMO Parrot Cay's discretion
- A fee of \$210 per person, per night published rate will be applied to extra person(s) from the age of 13 when sharing accommodations. This extra person fee is based on bed and breakfast and excludes tax, service charge and facility fee

Children's Policy

- Taking into consideration maximum occupancy, children of 2 years and under can stay in their parent's room free of charge
- Children of 12 years old and under can stay as an additional person in the accommodation on a complimentary basis (based on maximum occupancy per accommodation)
- Children of 12 years old and under, will have access to our children's menu, providing at least one adult is dining with them

Airport Transfers

Airport transfers to and from COMO Parrot Cay require car and speedboat rides, and take a total of approximately 50 minutes each way.

| Transfer | Capacity | Price | Additions |
|---|--|----------------------|--|
| Transfer One-Way per person (Private SUV and shared boat transfer) | | US\$99 per person | |
| Exclusive One Way (Private SUV and private boat transfer) | Five passengers per SUV, up to fifteen passengers per private boat (staying in the same accommodation and traveling on the same commercial or private plane) | 7am to 8pm US\$850 | USD\$260 per each additional private SUV (up to five passengers per vehicle) |
| | | 8pm to 7am US\$1,250 | |

No charge for children 2 years old and younger

Please provide accurate flight arrival and departure details, at least 72 hours prior to date of arrival, in order for COMO Parrot Cay to arrange transfers accordingly. Should flight details not be provided in due time, private transfer charge may apply.

Please note that Exclusive transfers are mandatory for guests arriving or departing via a private airline.

Meal Supplement

- Half Board = one 3-course dinner per person, per day
- Full Board = one 3-course lunch and one 3-course dinner per person, per day

| | Half Board | Full Board |
|--------------------------------|------------|------------|
| Child (12 years old and under) | \$ 60.00 | \$ 85.00 |
| Adult | \$ 120.00 | \$ 170.00 |

- Meal supplement available in all of our food and beverage outlets, including Room service (delivery charges apply)
- Children's meal plans are available for food selections from our children's menu
- Meal Plan offers will not be available over festive season: Friday December 16th 2022 to Monday January 2nd 2023

Prices are exclusive of 22% tax and service charge. Meal plans do not include beverages

Reservations

Reservations requests must be confirmed by e-mail (unless direct connectivity) directly by Operator with Hotel.

The following format is required when reporting reservations:

- State the **room category** you wish to reserve
 - Advise **specific arrival and departure dates**, as well as the **total number of nights and flight schedule** (see terms and conditions for transfers)
 - State **full name** (surname followed by first name) of **all passengers**. Please include ages of any children occupying the same room with parents
 - **Special remarks:** Advise any special comments and/or requests
- Hotel will not accept any reservations without guest names
 - Any change of guest name(s) may constitute a cancelation of the reservation and will require a new booking
 - For high profile clientele using an alias, such request should be communicated to the reservation team at time of booking and official name(s) must be disclosed no less than 96 hours prior to arrival

Email: res.parrotcay@comohotels.com

In the event you need to speak to a member of the Reservations Department, please call our dedicated phone line at: +1 855 727 7682

- 8:00 am – 6:00 pm. Monday-Friday (EST)
- 9:00 am – 5:00 pm Saturday and Sunday (EST)

Terms and Conditions: Resort

Rates

- When sold as a stand-alone rate (not packaged with flights and/or other services), the Client agrees to mark-up contracted net rates by 20%. Failure to do so may result in the termination of this agreement.
- Government taxes, service and facility fees are all subject to change by without notice. COMO Parrot Cay will not absorb additional taxes or facility fee.
- Promotions are subject to specific terms and conditions, not available over Blackout dates.
- Under no circumstance may NET rates available be sold by the Company or its B2B partners on a retail website in an accommodation only or unbundled manner.

Blackout dates

- Reservations will be handled on request only.
- Minimum length of stay may apply

Groups

Reservations of 8 or more rooms will be considered as group and must be contracted and confirmed separately from this agreement. Please contact the hotel directly to secure a group rate and agreement

COMO Butler Service

- Complimentary COMO Butler service is included for accommodation Beach Houses and larger
- For all other room types, should personal COMO butler service be required, the daily rate is \$450, excluding 12% government tax and 10% service charge (subject to availability)
- COMO Butlers provide a 24 hour service

Private Chef (subject to availability)

The rate for a private chef is \$450 per meal (maximum 1-10 guests) excluding 12% government tax and 10% service charge. 1 private chef for every 10 guests is required. (additional set up fee may apply)

Guest Property

The Hotel shall not be liable for any loss or damage to property owned by, or in the custody of, the Client its guests, employees, agents or others. Safe deposits boxes are available for the use.

Limitation of Liability

Except as expressly set forth in this agreement, neither party makes any warranties, expressed or implied. Except for the indemnification obligations set forth in this agreement, neither party shall be liable for consequential or indirect loss of any kind, even if the other party has been advised of the possibility of such loss occurring.

Indemnification

- Hotel shall, at their expense and at Client's request, hold harmless, indemnify and defend Client, any Affiliate, or any of their directors, employees, or agents, against any third-party claim or action brought against any of them, arising from or relating to Hotel's accommodations or services or Hotel's breach of this Agreement.
- Client shall, at its expense and Hotel's request, as applicable, hold harmless, indemnify and defend Hotel against any third-party claim or action brought against the Hotel, any of their affiliates, or any of their directors, employees, or agents, relating to (i) the booking of reservations through Client's Systems, or (ii) any breach of this Agreement by Client. The indemnified party is seeking indemnification ("Indemnification Claim"); the failure to give prompt notice shall not relieve the indemnifying party of its obligations except to the extent that the indemnifying party is damaged as a result. At all times, the indemnified party shall have sole control over the defence and settlement of an Indemnification Claim. Any indemnified party has the right, but not the duty, to participate in the defence and/or settlement of any Indemnification Claim with counsel of its own choosing and at its own expense, provided that the indemnified party and its counsel cooperate with and follow the direction of the indemnifying party in the defence of such Indemnification Claim.

Force Majeure

A Party's failure to perform under this Agreement is excused if the failure results from an unforeseeable cause beyond that party's control, such as war, earthquake, epidemic, accident, explosion, casualty, strike or work stoppage, lockout, civil disturbance, act of public enemy, embargo, terrorist act, fire, weather events, air carrier interruption, or act of government. A party whose performance is impaired as a result of such an unforeseeable cause shall promptly notify the other parties.

Confidentiality

Without the express written consent of the disclosing party, no party shall disclose or allow the disclosure to any third party, or use other than as specifically permitted in this Agreement, any confidential, proprietary or trade secret information of such disclosing party. A party shall not be liable for the disclosure of any confidential, proprietary or trade secret information if such information (i) becomes publicly available without the receiving party's breach of any obligation owed to the disclosing party, (ii) became known to receiving party prior to disclosing party's disclosure of such information, (iii) became known to receiving party from a source other than disclosing party where such source did not breach an obligation of confidentiality owed to disclosing party, or (iv) is independently developed by the receiving party. If Client provides Hotel access to an extranet, Hotel shall (a) allow access to such extranet only to its employees who have a legitimate need for such access and to Authorised Third Parties for the sole purpose of fulfilling Hotel's obligations under this Agreement, (b) inform Client in writing of all employees with access to such extranet, including any changes to such employees, (c) keep confidential, and require Hotel's employees and Authorised Third Parties to keep confidential, all passwords and other security measures necessary to access such extranet, and report any unauthorized access to such extranet, and (d) prevent the use of any automated scripts or software to repetitively query the extranet to gather information. Hotel, as applicable,

is responsible for the use of the extranet by anyone using Hotel's password or other access permissions. Any direct connect functionality implemented for the Hotel(s) shall be governed by Client's then-standard direct connect terms and conditions. "Authorized Third Parties" means a third party hired by Hotel under a written contract, and approved by Client in writing, to access Client's extranet and perform online rate and room management services.

Brochure/Website

- The Client agrees to feature the Hotel in programs and brochures as a "luxury five star" hotel, including photographs provided by the Hotel when appropriate. Brochure copy and layout must be approved prior to printing. Hotel will not be responsible for mistakes if approval is not sought. Images can be obtained from the following link:
<https://app.leonardoworldwide.net/comohotels/login>
- Client and its affiliates agree that they will not bid on any Hotel brand name keywords, Hotel names and/or permutations thereof. Hotel will consider that a copyright violation and reserve the right to terminate this agreement immediately, this would include any pay-per click advertising on same.
- Cyber-squatting: Client agrees not to register any domain names which might be construed by the user as belonging to or associated with Hotel or its affiliates, nor will they supply inventory through any affiliate network to any persons operating a domain or URL of same. Should Hotel determine that any non-approved URL or portal is gaining access Hotel room inventory through Client's program, Client will immediately, at Hotel's request assist Hotel in the cease and desist process.

Publicity

Neither party will release a press release that identifies the other party, via use of the company name or trademarks nor otherwise, without the prior written consent of the identified party, which approval may be granted or withheld in the identified party's sole discretion.

Incidentals

Please be aware that each individual guest will be responsible for incidental charges to be paid upon departure. To guarantee these charges, we require a credit card at time of check-in. An authorization of \$400 per day will be assessed for incidentals. We will be unable to register any guest that is not able to provide sufficient credit to cover their charges upon arrival.

Direct Billing - Credit

- A credit application form (Hotel's application form) must be completed and approved by the Hotel Financial Controller for Client requesting direct billing facilities. Reservations either with or without vouchers will only be accepted if credit has been approved and remains approved at the time a guest arrives.
- This facility is available at the Hotel's sole discretion and for United States based companies, with the exception of those International companies that have been previously approved by other COMO Hotels & Resort properties
- All invoices are to be settled by the Client within 10 days of issuance (all undisputed invoices to be paid within this time frame)
- Any query or dispute regarding an invoice needs to be submitted to the Hotel by the Client within 5 days following issuance of the original invoice. Thereafter, the invoice will be considered as final and payable by the Client.
- All invoices not settled within the above time frame will result in the automatic suspension of the booking and any subsequent bookings until full payment of the due balance has been received by the Hotel.

Payment Terms

- The Client will be liable to pay all charges agreed upon in advance, on behalf of, or at the request of, its Client, its guests, agents or employees
- The balance of all sums due from the Client to the hotel (taking into consideration the deposit and any prepayment) shall be paid no later than 30 days prior to guest arrival, unless Client has been approved for direct billing, or the booking will be subject to cancellation and cancellation charges will apply.
- If the Client has received direct billing approval, any query or dispute regarding an invoice needs to be submitted to the Hotel by the Client within 5 working days following receipt of the original invoice. Thereafter, the invoice will be considered as final and payable by the Client.
 - All invoices are to be settled by the Client within 10 days of issuance or in the case of query or dispute within 5 days of final agreement.
 - All invoices not settled within the above time frame will result in the automatic suspension of the booking and any subsequent bookings until full payment of the due balance has been received by the Hotel.

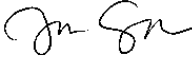

Cancellations and No Shows

- Bookings cancelled within 14 days prior to arrival date will incur cancellation charges equal to 100% of the total booking (including tax, service charge and facility fee)
- Cancellations must be received in writing by the hotel or its representative and confirmed by the hotel as received
- Cancelled Reservations within cancellation policy will be charged in full + applicable tax and fees without any exception
- Hotel agrees not to charge Client for reservations cancelled outside of cancellation policy
- Late arrivals, no shows and early departures will be charged in full without any exception
- No show penalties: to avoid a no show charge of the full stay + tax and service charge, a cancellation number needs to be provided. We will not adjust no-show charges without a cancellation number

Wiring instructions for payment are as follows:

| Incoming International USD | Incoming International Currency |
|---|---|
| <p><i>For credit to:</i> Beneficiary Bank: TD Banknorth Swift Code: NRTHUS33XXX</p> <p><i>For further credit to:</i> TD BankNorth Branch Address: 560 Maywood Avenue Maywood, NJ. USA. 07607 Routing / ABA # 031101266</p> <p><i>In favor of Beneficiary:</i> PC Hotel Management, Ltd Account # 4252679746</p> <p><i>Beneficiary address:</i> P O Box 164 Providenciales Turks & Caicos Islands British West Indies</p> | <p><i>For credit to:</i> Beneficiary Bank: TD Banknorth, Toronto, Ontario, Canada Swift Code TDOMCATTOR</p> <p><i>For further credit to:</i> TD BankNorth Branch Address: 560 Maywood Avenue Maywood, NJ. USA. 07607 Routing / ABA # 031101266</p> <p><i>In favor of Beneficiary:</i> PC Hotel Management, Ltd Account # 4252679746</p> <p><i>Beneficiary address:</i> P O Box 164 Providenciales Turks & Caicos Islands British West Indies</p> |

Please initial each page of this agreement, sign below and return one copy to the signatory below, or this agreement shall not be binding upon COMO Parrot Cay.

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| <p>Jessica Sarkin Director of Sales and Marketing COMO Parrot Cay</p>  <p>10 January 2024</p> | <p>First Name: Alessandra Girardi Last Name: Product Director Title: Signature:  Date: 11/01/2024</p> |
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