



21 February 2024

**NUBA EXPEDICIONES S.L.**

Including: NUBA EXPEDICIONES DE MEXICO, S.DE R.L. DE C.V., Nuba USA, Inc.

Alessandra Girardi – NUBA Net Rates Director

99 Serrano, Madrid Spain, 2800

Tel: +34 9174 54745

Email: [alessandra.girarda@nuba.net](mailto:alessandra.girarda@nuba.net)

**RE: 2024-2025 TOUR OPERATOR F.I.T. YIELDABLE AGREEMENT**

Dear Alessandra,

“...Mandapa, a sanctuary to relax one’s mind, body and soul...”

On behalf of the entire team of Mandapa, a Ritz-Carlton Reserve, we would like to thank you and your team for the amazing support and collaboration.

We would be delighted to continue our relationship. With fantastic accolades received, we are committed to show our commitment for delivering a memorable and immersing experience to your guests.

- The Gold List 2024 by Conde Nast Traveler”
- “Top 100 Best Hotels in the World, Best Resort in Asia and Indonesia” – Travel + Leisure World’s Best Awards 2021, 2022, 2023
- “Top Resorts in Asia” – Condé Nast Traveler’s Reader’s Choice Awards 2017, 2018, 2019, 2020 & 2023
- “#2 Best Upcountry Resorts in Indonesia, #6 Best Hotel Spas in Indonesia” – Travel + Leisure Asia’s Best Awards 2022
- “Best Health & Wellness Spa in Indonesia” – Haute Grandeur Awards 2022
- “Forbes Travel Guide Four-Star Hotel & Spa” – Forbes Travel Guide 2018 – 2023

We are delighted to present you with the attached special Tour Operator F.I.T Yieldable Agreement for your review. Kindly sign on the contract and send it to my attention via e-mail at your earliest convenience.

Should you have any questions or concerns, please do not hesitate to contact us at any time. We look forward to welcoming your guests to Mandapa, a Ritz-Carlton Reserve.

Best regards,

**Ariek Mahardika**

Director of Sales

Mandapa, a Ritz-Carlton Reserve

**2024-2025 TOUR OPERATOR F.I.T. YIELDABLE AGREEMENT**

This letter is intended to serve as agreement between concerned parties, namely:

**TOUR OPERATOR**

**NUBA EXPEDICIONES S.L.**  
**Including: NUBA EXPEDICIONES DE MEXICO, S.DE R.L. DE C.V., Nuba USA, Inc.**  
**Alessandra Girardi – NUBA Net Rates Director**  
**99 Serrano, Madrid Spain, 2800**

**HOTEL**

**PT Sukses Primatama Bersama**  
**Mandapa, a Ritz-Carlton Reserve**  
 Jalan Kedewatan, Banjar Kedewatan, Gianyar – 80571 Ubud Bali, Indonesia

**CONTRACT VALIDITY**

The following yieldable net wholesale rates are offered to you for the period of **1 April 2024 to 31 March 2025** ("Yieldable Net Rates") for opaque Tour Operator Dynamic Packages.  
**Contract valid for market: US, Latin America, Mexico and Spain Market**

**ROOM RATES & SEASONALITY**

Room Category	Keys	Size (sqm)	LOW SEASON	HIGH SEASON
			15 April 2024 to 30 April 2024 08 May 2024 to 30 June 2024 01 to 28 September 2024 07 October 2024 to 31 October 2024 01 November to 19 December 2024 08 January 2025 to 27 January 2025 05 February 2025 to 31 March 2025	01 April 2024 to 14 April 2024 01 May 2024 to 07 May 2024 01 July 2024 to 31 August 2024 29 September to 06 October 2024 28 January 2025 to 04 February 2025 20 December 2024 to 07 January 2025
Reserve Suite	25	100	<b>USD 1,000</b>	<b>USD 1,400</b>
Mandapa Suite	10	145	<b>USD 1,100</b>	<b>USD 1,600</b>
1 Bedroom Ubud Pool Villa	11	430	<b>USD 1,235</b>	<b>USD 1,800</b>
1 Bedroom Riverfront Pool Villa	12	430	<b>USD 1,535</b>	<b>USD 2,200</b>
Reserve 2 Bedroom Pool Villa	1	995	<b>On request</b>	<b>On request</b>
Mandapa 3 Bedroom Pool Villa	1	2,000	<b>On request</b>	<b>On request</b>

*Yieldable rate with Full Breakfast in Single or Double occupancy inclusive of 21% tax & service charge. No departure on 31 December 2024*

**RATE INCLUSION**

- **Includes** complimentary 24 hours daily breakfast for 2 people, 4 people for 2 Bedroom Villa and 6 people for 3 Bedroom Villa.
- **Includes** complimentary non-alcoholic minibar (applicable for villa booking).
- **Includes** complimentary pressing service, up to 5 pieces per room per day, non-accumulative (applicable for villa booking).
- **Includes** complimentary resort photoshoot up to 30 minutes with complimentary one e-portfolio.
- **Includes** complimentary hourly refreshment at the Pool Bar.
- **Includes** complimentary pass around canapés at AMBAR daily from 17.30hrs – 18.15hrs.
- **Includes** daily complimentary activities as per resort schedule.

- **Includes** an exclusive invitation to join wellness programs ‘Disconnect to Reconnect’.
- **Includes** complimentary Wi-Fi access.
- **Includes** complimentary 3 types of welcome amenities and daily in-room coffee and tea.
- **Includes** 24-hour personalized Butler service (*Patih*) for all room categories.
- **Includes** unlimited use of the wellness facilities (steam room, sauna and vitality pool).
- **Arrive and depart at your leisure**, includes early check-in starting from 9:00 AM and late check-out up to 6:00 PM (blackout during high season period).
- The above rates are valid for FIT reservations only. For groups (5 rooms and above) please contact our Group & Events Department (email to: [Putu.Putra@ritzcarlton.com](mailto:Putu.Putra@ritzcarlton.com) or [event.mandapa@ritzcarlton.com](mailto:event.mandapa@ritzcarlton.com))
- All rates are non-commissionable, quoted in **US Dollars and per room per night**.
- Rates are applicable for Single or Double occupancy.
- Confirmation is subject to availability at time of reservation.
- All rates in this agreement are **inclusive** of service charge and government tax currently at 21%. The hotel reserves the right to apply any rate adjustment in the event of changes to any government implemented taxes and charges or hotel-implemented charges.

Rates must be packaged including airfare and for the sole use of your fine agency. We discourage any premium charges that surpass our published rates. If your package or published rates includes a European Plan (with no meals included) rate that is greater than our published rates, Mandapa, a Ritz-Carlton Reserve will not be responsible for any disputed charges or refunds demanded from a client.

Published and net wholesale rates are subject to change. Your agency will ensure that all guest bookings – particularly for Room Only bookings – are confirmed at rates equal to the Published rate noted in this contract.

## **ANNUAL OFFERS**

### **1. LOW SEASONS OFFER (PROMO CODE: **10%OFF** or **15%OFF**)**

- Booking period : **immediately to 31 March 2025**
- Staying Period : from 1 April 2024 to 31 March 2025
- Condition :
  - **10% OFF** for Minimum Stay of 2 nights
  - **15% OFF** for Minimum Stay of 3 Nights and above
- **Combinable** with UPG offer and DNO or HNM offer
- Applicable on all room categories except 2 Bedroom and 3 Bedroom Pool Villa
- Not applicable for High Season period

### **2. UPGRADE (PROMO CODE: **UPG**)**

- Booking period : **immediately to 31 March 2025**
- Staying Period : from 1 April 2024 to 31 March 2025
- Condition :
  - The upgrade from **Mandapa Suite** to **One Bedroom Ubud Pool Villa**
- The upgrade is applicable for Mandapa Suite category only.
- The benefit will follow the benefit of paid room category (Mandapa Suite). Free Mini Bar, Pressing and all Villa benefit will not applicable for this promotion.
- **Combinable** with 10%OFF or 15%OFF and DNO or HNM offer
- Above special offers are subject to availability upon arrival and changes at hotel’s discretion.

### **3. HONEYMOON SPECIAL OFFER (PROMO CODE: **HNM**)**

- Booking period : **immediately to 31 March 2025**
- Staying Period : from 1 April 2024 to 31 March 2025
- Condition : Min. 3 nights for Suite category or Min. 2 nights for Villa category
- Complimentary amenities are:
  - Flower bath & bed turndown
  - Celebration miniature honeymoon / anniversary cake on arrival
  - One-time Couple’s treatment of 45 minutes Foot Reflexology massage for two guests
  - One-time Afternoon Tea at Ambar for two guests
- Applicable on all room categories except 2 Bedroom and 3 Bedroom Pool Villa
- **Combinable** with 10%OFF or 15%OFF and UPG

#### 4. DINING SPECIAL OFFER (PROMO CODE: **DNO**)

- Booking period : **immediately to 31 March 2025**
- Staying Period : from 1 April 2024 to 31 March 2025
- Condition : Min 3 nights for Suite category or Min 2 nights for Villa category
- Complimentary :
  - One-time three-course menu **Dinner at Sawah Terrace** restaurant for two people.
  - One-time **Afternoon Tea at Ambar** for two people.
- Dinner benefit not applicable during Christmas, New Year, Chinese New Year and Easter day.
- Applicable on all room categories except 2 Bedroom and 3 Bedroom Pool Villa
- **Combinable** with 10%OFF or 15%OFF and UPG

Room Category	Minimum 1 Night	Minimum 2 Nights	Minimum 3 nights and above
Reserve Suite	Contract Rate	10% OFF	15% OFF + DNO or HNM
Mandapa Suite	Contract Rate	10% OFF + UPG	15% OFF + DNO or HNM + UPG
1 Bedroom Ubud Pool Villa	Contract Rate	10% OFF + DNO or HNM	15% OFF + DNO or HNM
1 Bedroom Riverfront Pool Villa	Contract Rate	10% OFF + DNO or HNM	15% OFF + DNO or HNM
Reserve 2 Bedroom Pool Villa	On request	On request	On request
Mandapa 3 Bedroom Pool Villa	On request	On request	On request

#### RATES AND YIELDABILITY

Yieldable Net Rates are current as of the date of the Agreement and subject to change. Rates and availability are subject to Hotel's blackout dates, available upon request. Hotel reserves the right to increase or decrease rates. Hotel reserves the right to increase, decrease or cease making guest rooms available at any time. Prior notice will be given to you of any rate or availability changes.

Any reservation(s) made prior to a rate or availability change as detailed must be reported and confirmed to the Hotel within 24 hours of the rate or availability change notification. Hotel has no obligation to honor any reservation(s) that are reported outside the 24 hour timeframe.

Withholding booked rooms, holding rooms without a confirmed booking, or other such behavior to take advantage of rate or availability changes will be considered a material breach of this Agreement which, without limiting any of Hotel's other rights, shall entitle Hotel to terminate this Agreement.

#### MARRIOTT BONVOY

As part of the Reserve Collection, Mandapa is participating in Marriott Bonvoy for gaining or redeeming points and benefits. Yieldable Agreement for the tour operator, wholesales and travel agents are considered Non-Qualifying Rates. Hence the membership benefits including, but not limited to stay credits, membership points, special welcome amenities, and club lounge access (if any) are not applicable for the booking made through this agreement.

#### MAXIMUM OCCUPANCY

Reserve Suite	: 2 adults + 1 child or 3 adults
Mandapa Suite	: 2 adults + 1 child or 3 adults
1 Bedroom Pool Villa	: 2 adults + 1 child or 3 adults
1 Bedroom River Front Pool Villa	: 2 adults + 1 child or 3 adults
Reserve 2 Bedroom Pool Villa	: 4 adults + 2 children or 6 adults
Mandapa 3 Bedroom Pool Villa	: 6 adults + 3 children or 9 adults

#### CHILDREN POLICY

Age	Rate	Inclusion
Below 5 years old	Complimentary	Baby Crib & Breakfast
5-12 years old	USD 55 net	Rollaway Bed & Breakfast
Above 12 years old	USD 88 net	Rollaway Bed & Breakfast

**SPECIAL WHOLESALER FOOD & BEVERAGE RATES**

In addition to the main contract, we are pleased to confirm the followings:

- Afternoon Tea at Ambar (includes selection of coffee & tea)  
**USD 42 net** per person (inclusive of tax and service charge)
- Three Course Lunch menu + 1 welcome Balinese traditional Loloh drink at Sawah Terrace  
**USD 54 net** per person (inclusive of tax and service charge)
- Three Course Dinner menu + 1 welcome Balinese traditional Loloh drink at Sawah Terrace  
**USD 54 net** per person (inclusive of tax and service charge)
- Mandapa Royal Brunch at Sawah Terrace (food only)  
**USD 58 net** per person (inclusive of tax and service charge, available only on Sunday).

Rates must be packaged including airfare and for the sole use of your fine agency. We discourage any premium charges that surpass our published rates. If your package or published rates includes a European Plan (with no meals included) rate that is greater than our published rates, Mandapa, a Ritz-Carlton Reserve will not be responsible for any disputed charges or refunds demanded from a client.

Published and net wholesale rates are subject to change. Your agency will ensure that all guest bookings – particularly for Room Only bookings – are confirmed at rates equal to the Published rate noted in this contract.

Must be booked in advance and paid by the Tour Operator. Above rates are net and non-commissionable. Rates & menus can change at any given time as it depends of supplier price fluctuation and menu changes.

Special F&B Rates are not applicable during **High Season Period and Easter Holiday** (please find the blackout dates as below).

**Sawah Terrace Lunch and Dinner inclusion benefit & contract rates blackout:**

- Christmas Eve Dinner on the 24 December 2024.
- New Year Eve Dinner on the 31 December 2024.
- Chinese New Year Dinner on the 29 January 2025.
- Valentine Dinner on the 14 February 2025.
- Nyepi Day on the 29 March 2025.

**SPECIAL WHOLESALER SPA RATES**

In addition to the main contract, we are pleased to confirm the following:

- Reflexology (Zesty Reflex Zone) Massage 60 minutes **USD 129 net** per person
- Aromatherapy Massage 60 minutes **USD 129 net** per person
- Hot Stones Massage 60 minutes **USD 139 net** per person
- Mepijet Massage 60 minutes **USD 129 net** per person
- Mepijet Massage 90 minutes **USD 151 net** per person
- Royal Spice Ceremony (Rempah Ratu Raja 2.5hrs) **USD 656 net** for two (2) persons

Rates must be packaged including airfare and for the sole use of your fine agency. We discourage any premium charges that surpass our published rates. If your or published rates includes a European Plan (with no meals included) rate that is greater than our published rates, Mandapa, a Ritz-Carlton Reserve will not be responsible for any disputed charges or refunds demanded from a client.

Published and net wholesale rates are subject to change. Your agency will ensure that all guest bookings – particularly for Room Only bookings – are confirmed at rates equal to the Published rate noted in this contract.

Must be booked in advance and paid by the Tour Operator. Above rates are net and non-commissionable. Rates & menus can change at any given time.

**FREE SELL**

Space is guaranteed subject to the latest free-sell report (sent via email minimum on a weekly basis). A maximum of 4 bookings per day per category are accepted. In the event of last minute demand, hotel reserves the right to communicate new black out date via free-sell report which replaces any previous free-sell report. All rates and promotions are available on free-sell unless otherwise stated.

All bookings must be in writing and should be sent directly to [reservations.mandapa@ritzcarlton.com](mailto:reservations.mandapa@ritzcarlton.com). Free-sell is currently not applicable for Reserve 2 Bedroom Pool Villa and Mandapa 3 Bedroom Pool Villa (both categories are always on a request basis).

### **BLACK OUT DATES**

In cases of blackout dates other than mentioned in this contract, the hotel reserves the right to request for stop sales and gives 48 hours deadline to report all bookings accepted to you, will ensure that possible customer options are taken into account.

### **SPECIAL DAY**

Please note that during NYEPI (Silence Day), some services will be available throughout the resort and our guest are expected to respect local customs. Guest movement for arrival and departure are not allowed during Nyepi Days on the period of 29 March 2025.

### **CHECK-IN / CHECK-OUT**

Check-in time is after 3pm and checkout time is before 12 noon on the relevant day. Any request for early check-in or late checkout, will be subject to availability.

Late check-out time up to 6pm will incur additional charge of 50% off the contracted rate. Check-out after 6pm will incur in an additional full one-night charge.

### **RESERVATION PROCEDURES**

All reservations must be accompanied by an official booking request and/or Tour Operator voucher sent via fax or e-mail. Rooms requested over allotment are based on availability.

Reservations can be made directly via:  
Telephone : **+62 (0) 361 4792777**  
Facsimile : **+62 (0) 361 4792666**  
E-mail : [reservations.mandapa@ritzcarlton.com](mailto:reservations.mandapa@ritzcarlton.com)

Reservation must include the following information:

- Hotel name
- Guest(s) name including children's names/ages
- Arrival & departure time and dates
- Flight information when available
- Room category
- Contract Code
- Specific billing instructions

### **CANCELLATIONS, PREPAYMENT CUT-OFF AND NO SHOWS**

- 1) High Season: cancellation less than **30** days prior to arrival or no show, a cancellation fee equal to entire stay will be levied. Full payment must be received by the **30** days prior to arrival or booking will be released
- 2) Low Season: cancellation less than **14** days prior to arrival or no show, a cancellation fee equal to entire stay will be levied. Full payment must be received by the **14** days prior to arrival or booking will be released

All cancellations must be made in writing. In case of no show, a cancellation fee equal to entire stay will be levied.

Please note that for reservations of the Reserve 2 Bedroom Pool Villa and the Mandapa 3 Bedroom Pool Villa, an advance deposit equivalent to 1 night is required up to 3 days after the booking is confirmed. This 1 night deposit is non-refundable in any circumstances. The remaining deposit must be received by the 14 days (Low Season), 21 days (Shoulder Season) or 30 days (High Season) prior to arrival or booking will be released.

Date changes inside of the cancellation policy are considered a cancellation and a re-booking, and as such, are subject to cancellation damages. Cancellation is considered acknowledged by Hotel once confirmation number is issued from Hotel's Reservations Department as receipt and confirmation of cancellation.

### **EARLY DEPARTURE**

In case of early departure the nights not used by the guest will be billed as per original booking.

### **PAYMENT TERMS**

**Rates are quoted and paid in USD. Payment to be sent to the following account:**

Account Name : PT. Sukses Primatama Bersama (QQ Mandapa A Ritz-Carlton Reserve)  
Account Number : 064 02 275 2000 5  
Name of Bank : Bank CIMB Niaga  
Bank Swift Code : BNIAIDJA  
Bank Address : Dewi Sartika, Denpasar.  
Kompleks Duta Plaza Blok 1 F – G, Jl. Dewi Sartika, Denpasar - Bali 80113

- 1) The payment must be made and received in **USD**.
- 2) If payment is made after the agreed credit term, a penalty of 1.5% will apply.
- 3) Full payment is required for all services provided unless credit and billing approval has been established directly with the Hotel's Financial Controller.
- 4) For companies with approved Credit Facility, the hotel will issue and send an invoice which will be settled by the Tour Operator in full, which the Hotel will receive within thirty days after tender of invoice.

### **CREDIT ARRANGEMENTS**

Credit Facility is requested from the Hotel. Should Credit Facility be approved and established, the Tour Operator will reserve rooms without advance payment, with the exception of Reserve Two Bedroom Villa & Mandapa Three Bedroom Villa bookings (full pre-payment is required). However, any credit arrangement shall not affect the other rights of the Hotel, such as, asking for deposits and cancelling any reservations pursuant to the terms herein.

If the Tour Operator breaches any of the terms of this Agreement, exceeds any credit terms or credit limits, fails to make any payment when due or becomes insolvent, the Hotel reserves the right to cancel the Tour Operator's credit arrangements and demand immediate payment of all amounts due, to the Hotel, including any prepayment as stipulated.

### **PAYMENTS FROM GUESTS**

The Hotel will collect payment from its guests for any automatic and mandatory charges, and incidental charges not included in the Standard Room Charge.

### **HOTEL INFORMATION**

All Hotel information provided to you by the Hotel must be reproduced without changes. The hotel shall be featured as super-deluxe / luxury hotel in a PACKAGE, and where appropriate also include therein a color photograph approved by the hotel in advance. You must provide the Hotel with copies of any distributed content at points of sale upon request. You shall not display other third party rate plans or other information for the Hotel including wholesale and other third party affiliated rate plans and information. "**Your Channel(s)**" means, except as disapproved by Marriott or Hotel in their sole and absolute discretion from time to time, collectively, any Tour Operator entity or mechanism (e.g., website, xml feeds or call centers), in each case owned or operated by you or one of your affiliates, through which you market Dynamic Packages directly for booking by Hotel guests. All terms and conditions of this Agreement applicable to you shall apply directly and in full to your Channels.

### **RATES VALID FOR OPAQUE PACKAGED TRAVEL ONLY**

All rates quoted herein are applicable to FIT leisure packaged travel, for distribution via Marriott approved Tour Operators only. A "**Tour Operator**" is a travel company that combines hotel and other significant travel components to create an opaque single-priced package holiday. The Tour Operator will use brochures or similar printed material to advertise and book the packages directly to and by end consumers.

The rates quoted in this Agreement are only for you to facilitate the booking by individual transient leisure travel guests of opaque packaged, individual rates through your Tour Operator channels, not for onward distribution of any type, e.g. to travel wholesalers, affiliate networks, third parties, or business travel or group travel-oriented channels.

You are not authorized to release these rates to any other individual or entity, including but not limited to, internet booking/electronic distribution systems, except as and to the extent specifically authorized by Marriott or the Hotel from time to time and subject to their sole and absolute discretion to terminate with immediate effect any prior authorizations. You may not offer these rates as room-only / unbundled bookings in any manner (e.g. room tax and/or fees listed separately). Package components must be booked concurrently with the room booking, and the prices for each of the package components (hotel room, airfare and/or car rental) shall not be itemized for, disclosed to or discernible by the guest at any time (including but not limited to billing statements) and you must not provide functionality which would permit guests to strip the package down to view Hotel room rates separately at any time. Furthermore, you agree to indemnify Hotel for any loss or damage arising from your breach of this Section.

### **YOUR OBLIGATIONS**

You will, and will cause your Channels to, make Marriott guest rooms available to the end-user guest only as part of a bundle or package, meaning coupled with at least one other substantial travel component of material value, such as airfare, or overnight cruise. For the avoidance of doubt, under no circumstances may guest rooms made available through the Agreement be booked by guests through your Channels on a retail website in a room-only or unbundled manner.

You will not, and will not permit any of your Channels to;

- a. Make Marriott guest rooms available to the end-user guest as an unpackaged, room-only product;
- b. Market Marriott guest rooms as an unpackaged, room-only product on on-line (e.g., internet based) channels, or any other interactive channels including mobile devices that the end-user guest can access, this includes but is not limited to Online Travel Agents, Opaque Sites, Group Buying, Flash Sales, Social Commerce and Daily Deals sites and applications; make Marriott guest rooms available through any GDS;
- c. Disclose to the end-user guest the rate at which Marriott provided you the guest room for booking by the guest;
- d. Make any false, misleading or deceptive claims that it offers specially discounted rates on Marriott inventory, or advertise that it has the lowest price available, substantial discounts, online exclusive rates, exclusive savings, or comparable statements for Marriott guest room inventory.
- e. Transfer or assign rates provided in this Agreement to any company or organization. You may not transfer or assign this Agreement or the right to any payments due hereunder.

### **EXCEPTIONS**

Within 24 hours of identifying an Exception (defined below) or of being notified by Hotel or Marriott of an Exception, while you work diligently to resolve the Exception; you shall immediately suspend further access to any rooms by your Channels involved in the Exception until it is resolved. The Hotel may immediately suspend your access to any rates at the time any Exception is identified and you are notified. If the Exception remains unresolved after 2 days of notification, or is not resolved to Marriott's satisfaction within the time period, you must cease making the property and room information and/or room prices of Hotel available to your Channels. If the Exception remains still unresolved after 4 days of you being notified by Hotel, Hotel shall be entitled to treat this as a material breach of this Agreement which, without limiting any of Hotel's other rights, shall entitle Hotel to terminate this Agreement without incurring any liability to you for contracted rooms or rates.

For purposes of this Section, "**Exception**" shall mean if any of the following are applicable to any of your Channels: **(i)** your Channel is marketing or permitting bookings, or has control over an entity that is marketing or permitting bookings, of the Hotel's rooms in a manner that is inconsistent with the terms of this Agreement, **(ii)** your Channel is, in the reasonable opinion of Marriott, detrimental to Marriott's brand or image, including but not limited to displaying any information, images or their content which Marriott reasonably believes re defamatory, or libelous, lewd, pornographic, or obscene, or promote violence, or contain hate speech, or **(iii)** your Channel conducts business in a manner that is inconsistent with

Marriott's business model (e.g., such Channel is a flash sales site, group buying site, or offers rooms in violation of any of the requirements set forth herein or is engaging in practices that violate Marriott's official channel standards), and/or **(iv)** your Channel is engaging in activities or practices that are the subject of a good faith dispute between such Channel and Marriott or the Hotel with respect to the display of rooms on such Channel, or use of intellectual property **(v)** sells, resells, books or facilitates the booking of rooms in violation of any terms in this Agreement.

Hotel reserves the right to recover any and all Hotel and Marriott policy expenses from you in the event of an Exception, or Marriott Best Rate Guarantee approved claim which demonstrates you or your Channels as a source of the Exception. This includes the rate adjustment plus \$200 USD administrative fee per approved Exception, or Marriott Best Rate Guarantee claim, to be paid by you to the Hotel within ten (10) business days of the Hotel's invoice.

## **CONFIRMATION**

You will provide, in accordance with all applicable laws and privacy policies, confirmation of Travel Package details to guests. Such confirmation shall provide guests with the name, brand affiliation, precise location and telephone number of the Hotel.

## **DISCLOSURE**

You must, and must take commercially reasonable steps to ensure that your Channels: **(a)** advise all guests that they are responsible for payment of all charges over and above the Standard Room Charge and **(b)** clearly and conspicuously disclose to guests in advance of booking all state and local taxes and all automatic or mandatory charges (e.g., incidentals) specified by the Hotel, so as to ensure affirmative, knowing consent by the guest to such fees prior to purchase.

**COMPLIANCE WITH LAWS:** You will comply with all applicable foreign and domestic laws, codes, regulations, ordinances and rules with respect to your obligations under this Agreement and the services to be provided by you hereunder, including but not limited to any laws and regulations governing package and tour travel operators/organizers. You represent, warrant and agree that you are currently and will continue to be for the term of this Agreement, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury.

## **INSURANCE**

You must procure, maintain and keep in full force and effect during the term of the Agreement adequate insurance coverage (including public liability or commercial general liability insurance and property) as required by law, with a reputable company, including insurance coverage as required under applicable Marriott standards as Hotel may notify you from time to time.

**DISPUTE RESOLUTION:** The parties agree that any dispute in any way arising out of or relating to this Agreement will be resolved by arbitration before JAMS/ENDISPUTE® or the American Arbitration Association in the state and city in which the Hotel is located or the closest available location; provided, however, a dispute relating to infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state, province or country in which the Hotel is located is will be the governing law, and any arbitration award will be enforceable in that state's, province's or federal court.

## **RELOCATED CUSTOMERS**

Hotel will follow its customary relocation policy in regard to Customers. It is standard practice when relocating a customer, to refer the customer to a comparable Marriott affiliated hotel in the area or a hotel of another brand in the area with comparable standards of hospitality.

## **PERFORMANCE**

The resort reserves the right to review the tour operator performance every quarter. ***Should the agency does not produce a minimum of 100 (one hundred) room nights at the end of the contracted year, the resort reserve the right to terminate the contract or deny the renewal of this agreement for the following years.***

## **TERMINATION**

- a. Either party may terminate this Agreement at any time upon 30 days' written notice to the other party.
- b. Hotel reserves the right to cancel any booking made in breach of the Agreement.
- c. Any breach by you of obligations under Your Obligations will be a material breach of the Agreement, resulting in an immediate suspension or termination of the Agreement, as solely determined by Hotel in its reasonable judgment. You shall inform Hotel of any violations of the Agreement of which you become aware.
- d. Upon termination of the Agreement, Hotel and you will continue to honor the terms of the Agreement with respect to any booking made prior to the termination date for dates following the termination date, unless termination occurred due to a monetary breach.

**FORCE MAJEURE**

If acts of God or government authorities, natural disasters, war, fire, flood, sale of hotel, necessary and essential construction, strike or work stoppage or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

**NOTICE**

Any notice required or permitted by the terms of this Agreement must be in writing

**ELECTRONIC SIGNATURES**

In accordance with federal law, the parties shall execute, this Agreement electronically – binding the parties to the same degrees as a handwritten signatures – by using the following process to create an electronic symbol signifying an intent to be legally bound. Each party must fill in the name, title, and date below, and insert a blackened box (“□”) at the end of the line marked “Electronic Signature (*Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation*)\*.” This Agreement shall not be binding on either party until both parties have electronically executed versions of the Agreement that are identical (apart from the electronic execution) and delivered the same to the other party by electronic mail as an attachment. Each Party shall retain a paper copy of the electronic mail and attached the executed Agreement received from the other party.

**SUBMITTED BY :**  
**MANDAPA, A RITZ-CARLTON RESERVE**  
**(ON BEHALF OF PT. SUKSES PRIMATAMA**  
**BERSAMA)**

Signature



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Name : **Ariek Mahardika**  
Title : Director of Sales  
Date : 21 February 2024

**AGREED AND ACCEPTED BY:**  
**NUBA EXPEDICIONES S.L.**

Signature

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Name : **Alessandra Girardi**  
Title : Net Rates Director  
Date :

**ACKNOWLEDGE BY**

Signature



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Name : **Desy Setiawati**  
Title : Director of Sales and Marketing  
Date : 21 February 2024