



**FOUR SEASONS RESORT BALI AT JIMBARAN BAY
2024/2025 WHOLESALE RATE AGREEMENT - F.I.T. PROGRAM
PREPARED EXCLUSIVELY**

FOR

**Nuba Expediciones De México, S. DE R.L. DE C.V.
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Managing Director NUBA Americas
Nuba Expediciones De México, S. DE R.L. DE C.V

Submitted by: Elis Tanthra
Senior Sales Manager
FOUR SEASONS RESORTS BALI
Four Seasons Resorts Bali at Jimbaran Bay
Jimbaran, 80361, Bali – INDONESIA
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Did you know?

1. Located in the historic fishing village of Jimbaran, Four Seasons Resort Bali at Jimbaran Bay has a traditional Balinese village ambiance
2. All **147 private villas** have their own pool. The most exclusive accommodations are: ***the three-bedroom Imperial Villa & the two-bedroom Royal Villa***, perfect for VIP clients and families.
3. The new Healing Village Spa has been completely redesigned and rebuilt in 2020, 70% bigger than before with a 2,000sqm two-storey facility offering revolutionary treatments in 10 spa suites.
4. Guests can take on-site tours to the ocean-front temple, shrines and 14 hectares (35 acres) of gardens, do a cooking class in Balinese and other Indonesian cuisines, private boat or heli-surfing tours, and learn traditional arts from master wood-carvers, ***songket*** weavers, painters and more.
5. Four restaurants at your disposal, Taman Wantilan for breakfast and dinner with live action cooking stations, Sundara Beach Club and Restaurant, Alu poolside café, Jala for traditional home-style Balinese food.
6. Resort Priest Ajik Ngurah offers a deeper understanding of Balinese culture through on-site and off-site temple tours (including exclusive access to a 9th century cave temple), blessings and purification rituals.
7. TELU: Celebrate modern mixology at TELU while maintaining a deep connection to Bali's heritage, environment, and people. TELU derives its name from the Balinese word for "three" and symbolizes the harmony of nature, people, and charities. Discover how cocktails can be ambassadors of sustainability through Telu's interactive Zero-Waste cocktail bar workshop

FOUR SEASONS RESORT BALI AT JIMBARAN BAY

Suggested Marketing Paragraph:

Experience Indonesia's vibrant pulse and rich heritage at Four Seasons Resort Bali at Jimbaran Bay: an all-villa beach retreat alive with tradition and innovation. The 147 Villas and 9 Residences cascade down 14 hectares (35 acres) of hilly headland and tropical oceanfront grounds, dotted with numerous statues and shrines.

Divided into seven 'villages' - all with a customary Village Chief - each villa is a structural and cultural appreciation of island life. Private and gracefully Balinese in style, villa highlights include a private pool, spacious bedroom and living area, standalone bath, and outdoor shower.

Step into a new wellness portal at the reinvented Healing Village Spa, where expert therapists fuse their rich culture and ancient wisdom into a state-of-the-art wellness center. Experience the deeply transformative benefits of light, sound, thermal, and color therapy alongside traditional Balinese therapies. A highlight is the Celestial Light Ritual, which includes an LED rainbow massage on a warmed bed made of crushed crystals that literally vibrates to the sound of singing bowls to reach every cell in your body and rebalance your energy centers.

Embark on a culinary journey at the on-site Cooking Academy, a state-of-the-art facility that covers pan-Indonesian cuisines. Seafront Sundara offers the perfect mix of five-star flair and relaxed ambience on the 3-mile beach. The food concept is inspired by Jimbaran's traditional sunset beach barbecues, while Umah Rare (Kid's Club) keeps little beach babes entertained with bodyboarding and Balinese kite making.

Guests are encouraged to connect to the ocean environment: from sunset cruises and surf lessons to ocean-sprayed meditation and blessings by the resort priest. Guests can gain a deeper understanding of the local culture with on-site tours to the iconic temple, shrines, and botanical-style gardens or an interactive lesson from master artists in wood-carving, songket weaving, and other arts.

Outside the Resort, trek to the summit of an active volcano, tour the local fish markets, marvel at 9th-century temples, or visit an abundance of villages and galleries - not to mention the famous nightlife and shopping of Seminyak.

For the latest photography and videos, please contact adrian.pardede@fourseasons.com.

This 2024-2025 Wholesale net rate agreement (“This Agreement”) is between **Nuba Expediciones De México, S. DE R.L. DE C.V.**, hereafter referred to as “The Company”, and **PT. Bali Girikencana d.b.a. Four Seasons Resort Bali at Jimbaran Bay**, hereafter referred to as “The Resort”. For the purpose of This Agreement, a “Program” is a periodic arrival of F.I.T. guests on a continuous basis over a specified period, as defined in the affiliated or unaffiliated sections of this contract. This Agreement is only valid for The Company and cannot be distributed to any other affiliated or unaffiliated company (or subsidiary company) without prior approval of The Resort.

1. RATES AND TAXES

- a. The net rates (“net rates”) of This Agreement set out below are effective for travel from 23 April 2024 to 31 March 2025.
Net rates (“Net Rates”) are provided by Resort to Company for inclusion in packages or programs where the Net Rate will not be disclosed to consumers directly or to any unauthorized parties. Resort shall set the Net Rates for rooms to be (a) at least as favorable as the rates, rules, terms, and conditions Resort offers to or sets for rooms made available for booking through any Property Channel. “Property Channel” means those distribution channels, through which Resort makes its rooms available, including any web site operated by Resort. Company is provided the Net Rates for the company specified in this Agreement. Net Rates may be extended to an affiliated or unaffiliated third party, such as a sub-wholesaler or niche TO (Tour Operator). The Resort sells rooms at a variable room rate which fluctuates based on various market factors. Net Rate must remain confidential and not revealed to consumers or end-users. Net Rate is fixed per Season and will not change with prevailing daily variable room rate.
- b. Festive Season / Peak Season period is from 21 December 2024 to 08 January 2025, where Festive / Peak season terms and conditions will apply.
- c. Net Rates by season and room type are as follows:

CONTRACTED RATES	LOW SEASON	SHOULDER SEASON	HIGH SEASON	PEAK SEASON
Periods and Accommodations	23 Apr 2024 - 31 May 2024 10 Oct 2024 - 20 Dec 2024 09 Jan 2025 - 31 Mar 2025	01 Jun 2024 – 09 Jul 2024 01 Sep 2024 – 09 Oct 2024	10 Jul 2024 – 31 Aug 2024	21 Dec 2024 – 08 Jan 2025
	Rates in USD	Rates in USD	Rates in USD	Rates in USD
Garden Villa	814	828	924	1,145
Jimbaran Bay Villa	979	1,007	1,110	1,276
Deluxe Villa	1,331	1,359	1,476	1,641
Premier Ocean Villa	1,676	1,731	1,834	2,276
Family Premier Villa	1,862	1,903	2,021	2,434
Two Bedroom Garden Villa	2,379	2,421	2,959	3,041
Two Bedroom Jimbaran Bay Villa	2,634	2,676	3,255	3,331
Two Bedroom Premier Ocean Villa	3,310	3,359	3,738	4,103
Two Bedroom Royal Villa	5,800	5,800	6,500	7,000
Three Bedroom Imperial Villa	9,600	9,600	11,500	12,000
Two Bedroom Garden Residence Villa	2,062	2,117	2,276	3,448
Three Bedroom Garden Residence Villa	2,255	2,317	2,421	3,738
Three Bedroom Residence Villa	2,579	2,648	2,772	4,166
Four Bedroom Residence Villa	3,428	3,524	3,710	5,172

All rates quoted above are:

- Inclusive of daily breakfast for up to 2 persons per occupied bedroom (i.e. 2 persons for Garden Villa, 4 persons for Two Bedroom Garden Villa, etc.)
- Family Premier Villa entitle breakfast for 2 adults and 2 children under 12 years old
- Inclusive of 11% tax and 10% service charge, Non-Commissionable
- Maximum occupancy per bedroom is 3 adults OR 2 adults + 2 kids under 12 years old per bedroom. If for any reason number of persons exceeded the maximum occupancy, a second accommodation unit/villa is mandatory

BENEFITS

Royal & Imperial Villa :

- Daily freshly made breakfast in the villa's kitchen by private chef (*for Imperial Villa Only*)
- Return airport transfers
- VIP arrival service at Bali airport
- 24 hours Private butler service
- Private yoga instructor and personal trainer for in-villa/yoga studio (*for Imperial Villa Only*)

Honeymoon:

- Tropical flower bouquet upon arrival
- Honeymoon sweets
- Flower petals arrangement

Residence Villa:

- 24 hours butler service

BALI TWICE THE MAGIC

Combine your stay at Four Seasons Resort Bali at Jimbaran Bay and Four Seasons Resort Bali at Sayan to get special benefits

Bali Twice the Magic benefits:

- One (1) complimentary night for every 2 consecutive nights paid (equivalent of Stay 3 Pay 2) in each resort
- One time inter-resort transfer between Four Seasons Resort Bali at Jimbaran Bay and Four Seasons Resort Bali at Sayan (valid only for consecutive stays)
- Complimentary packing and unpacking service (on request)

Note:

- Valid for all room categories and applicable across all seasonality
- Valid for a combination stay minimum of 3 nights stay at Four Seasons Resort Bali at Jimbaran Bay and a minimum of 3 nights Stay at Four Seasons resort Bali at Sayan.
- Valid for consecutive stay between Four Seasons Resort Bali at Jimbaran and Four Seasons Resort Bali at Sayan
- Offers are accumulative (i.e. stay 6 nights get 2 complimentary nights)
- Cannot be combined with any other promotional offer, unless otherwise specified

Arrival by River Raft available at additional USD 280 net per couple. Arrival by River Raft available only if guest stay at Resort Bali at Jimbaran Bay first.

- d. Onward distribution of “room only” rates requires the Company’s discerning attention to avoid presence of our Resort on non-appropriate or inadequate web sites. Company agrees to respect prevailing variable room rates on fourseasons.com and, therefore, not to sell or allow any partner/client to sell at a lower rate than rates available for the same room category, on “fourseasons.com”. The Company is responsible for connectivity systems and costs.
 - e. The Company bears no risk for failing to book any of the rooms. Nothing in this Agreement constitutes a sale or rental of rooms to Company.
 - f. All local and government fees and service charges are subject to change without prior notice. Should the local authorities and/or government increase the types or rates of taxes, the Resort will apply and enforce the new taxes or rates. Resort shall provide the Company with the tax rates applicable to rooms. /Resort is solely responsible for the accuracy of such tax rate information and for the accuracy of any changes submitted to Company.
 - g. Reservations consisting of five or more rooms are considered group bookings (“Group Bookings”). FIT Contract Net Rates do not apply to Group Bookings. Unless otherwise specified by Resort, the terms and conditions of the Agreement, with the exception of sections related to rates, cancellation, invoicing and payment, shall govern Group Bookings. It is anticipated that rate, cancellation and payment terms and
- Four Seasons Resort Bali at Jimbaran Wholesaler Net Rate Agreement – F.I.T. Program

conditions will be specifically negotiated in a separate writing signed by the Parties for each Group Booking. In the event no such separate writing is executed, the rate, cancellation and payment terms of the Agreement shall govern such Group Booking.

- h. The Net Rates are and shall remain strictly confidential, except that Company may disclose the Net Rates to its employees, lawyers and accountants. Unauthorized disclosure by Company may result in termination of the Agreement. The Company agrees not to publish or otherwise disclose to the public the Net Rates in any medium.
- i. The Net Rates are valid only for wholesalers engaged in programs directly or through their portfolio of accounts (“Program”). The Program is required to function as a package, including the hotel accommodation and other services distributed through retail travel agencies. **For distribution of room rate only, please refer to Section c.**
- j. Company must promote the Resort as full-service luxury hotel or resort.

CHILD POLICY

- Infant aged 0 – 6 years old
- Children aged 7 – 12 years old
- Adult aged 13 years and above
- Maximum 2 children under 13 years old can share a bedroom with parents with 1 additional extra bed
- One extra bed (not including breakfast) will be given complimentary for a child (18 years old and below) sharing a bedroom with parents
- Additional breakfast for child sharing the same villa with parents will be automatically charged.

MEAL PLANS

Please find below the rates for add-on meal plans:

Meals	Rates
Half Board	USD 60 nett per adult
Full Board	USD 100 nett per adult

Food & Beverage Conditions:

- Half Board including: A la carte dinner at Sundara/ Buffet dinner at Taman Wantilan **or** A la carte Lunch at Sundara/ALU
- Full Board including: A la carte dinner at Sundara/ Buffet dinner at Taman Wantilan **and** A la carte Lunch at Sundara/ALU.
- Lunch and dinner in Sundara and ALU will be limited to three items per person (Appetizer, Main course, Deserts) per meal.
- Include still or sparkling water, coffee, and tea. Exclude soft beverages, juices, mocktails, cocktails and alcoholic beverages.
- **Not Valid on 24, 25 & 31 December 2024.**
- Specialty dining, Jala Cooking Academy and Room Service are excluded.
- Rates are non-commissionable.
- Infant (age 0 – 6 years) will receive a complimentary meal, when dining with parents.
- Child of age 7 – 12 years will be charged 50% of above meal rates, when dining with parents.
- Valid for in house guests only.

SUPPLEMENT CHARGE

ITEMS	RATES
Infant Breakfast 0 to 6 years old	Complimentary
Children Breakfast 7 – 12 years old	USD 20 nett per person
Children Breakfast 13 – 17 years old	USD 40 nett per person
Baby Cot/Crib	Complimentary
Extra Bed (for 18 years & above)	USD 150 nett per night

Rate quoted above is:

- Extra Bed rate is per unit per night inclusive of daily breakfast at Restaurant. Only one unit can be accommodated per bedroom
- All rates are inclusive of 11% tax and 10% service charge, non-commissionable

ELEVATED BY ENERGY WELLNESS PACKAGES

3-DAY RESET

Discover the power of light and sound, crystals and colour, plants and pure water at the new Healing Village Spa with this three-day package.

Three days package (Single guest) USD 570 nett per person
Three days package (Two guests) USD 1,080 nett per couple
One 90-minute Deep Knead Massage per person, per stay
One 120-minute Baru Detox treatment per person, per stay
One 75-minute private booking in our Longevity Garden per stay
One 60-minute private yoga session per stay
One 30-minute Bamboo Stretch group class per person, per stay

Conditions:

- Elevated by Energy Wellness Package packages have to be combined with our room rates and sold as a package.
- Valid for in-house guest
- Valid for kids aged 13 years and above.
- Rates are net Inclusive of 11% tax and 10% service charge, subject to change
- Rates are non- commission. Please mark up from above prices.

AIRPORT TRANSFER + INTER RESORTS TRANSFERS

The Resort provides a private airport transfer from the airport to The Resort or from The Resort to the airport with the following options:

- Toyota Kijang SUV USD 45 nett
- Toyota Alphard USD 75 nett

The Resort provides a transfer service between Four Seasons Resort Bali at Jimbaran Bay and Four Seasons Resort Bali at Sayan, or the other way around, with the following options:

- Toyota Kijang SUV USD 70 nett
- Toyota Alphard USD 130 nett

Rates quoted above are:

- Inclusive 15.5% tax and service charge per car per way (subject to change)
- Inclusive of cool towel, drinks in the car & English speaking driver

2. RESERVATIONS POLICY & PROCEDURES

Reservations Department - Contact Information

All Company reservations will be handled directly by the Resort's Reservations Department.

General Phone : +62 361 701010
Reservation Fax : +62 361 701023
Reservation Email : reservations.bali@fourseasons.com
Resort Address : Kawasan Bukit Permai – Jimbaran 80361, Bali – Indonesia
Reservations Manager : Ms Neni Cahyani
Email : Neni.Cahyani@fourseasons.com

a. Reservation method

Resort must honor a guest's reservation request upon delivery by Company of an appropriate message under this Agreement with the guest's reservation. Company may deliver such message to Resort by e-mail, fax, extranet or other direct functionality. Resort shall accept such message as proof of reservation by a guest; send a confirmation of each reservation to Company within two business days after a reservation request is made. Resort requests booking agency name and agent name with each reservation confirmation, which Company will provide to the extent available.

b. Guest pre arrival information

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

c. Changes to existing reservation

All changes that occur after a reservation has been confirmed must be faxed or e-mailed directly to the Resort's Reservations office. Resort is solely responsible for any changes or services requested by a guest directly with the Resort and Resort is solely responsible for collecting from the guest any and all charges for such changes or services.

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

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

Resort shall not charge any amount for a room if a guest arrives at the Resort but departs as a result of the guest's dissatisfaction with the Resort (Company and Resort to agree to the basis of the guest's dissatisfaction), a failure to cancel or a no-show is excused under Section 2.c, or a "no walk" situation in which the guest remains dissatisfied after Resort has complied with the terms of Section 2.d.

d. No shows

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

e. Relocation policy

Resort shall treat any Company guest equal to or better than Resort treats any other Resort guest, including, without limitation, how Resort handles overbooking (i.e. "walk") situations. If Resort is unable to honor a guest's reservation after all other efforts to relocate direct bookings and other guests have been made by Resort, then Resort shall immediately (a) notify Company of such inability, (b) relocate the guest to a property that is of an equal star quality rating than Resort, (c) prepay or make other arrangements to cover the room charges at such property for first night room and tax and all transportation costs to such property, and (d) deliver a written explanation absolving Company of responsibility for Resort's failure to honor the reservation. Company shall not be responsible for any amounts owing to Resort related to such guest's reservation in the event the guest remains dissatisfied (as agreed upon by Company and Resort) following Resort's compliance with this Section 2.d.

f. Check-in/Check-out

Check-in time for all Villas category is at 14:00 and check-out is at 12:00 noon. Check-in time for Residence Villa is at 16:00 and check-out is at 12:00 noon. The Resort Management on a case-by-case basis will assess requests for early arrival and/or late departure on the day of arrival and/or departure.

3. STOP SALE DATES

The Resort will notify the Company whenever a stop sell/close-out is necessary. The notification will be in writing by e-mail. At receipt of notification from the Resort, the Company is required to submit to the Reservations Department all previously unreported reservations within 24 hours or they will not be confirmed. Additional reservation requests after stop sell date will be based on prevailing rates & terms as directed by the Resort. Name changes for reservations booked during a stop sell period will not be allowed.

4. PAYMENT PREPAYMENT

Full prepayment is required for each villa reserved at least thirty days prior to arrival. Reservations not guaranteed by full payment, may be subject to cancellation by The Resort.

All Resort's rates are quoted in Indonesian Rupiah and may be prepaid by Indonesian Rupiah wire transfer and by cash. The Resort will submit a proforma invoice detailing applicable charges. Cash payment should be delivered to The Resort.

5. INVOICE

Each invoice shall specify for each reservation, the guest name, Company confirmation number, the arrival and departure dates, the applicable Net Rate and taxes applicable to such Net Rate, and whether the reservation was billed on a previous invoice.

6. CANCELLATION POLICY

Cancellation Policy for all Villas & Residence Villas Categories

The Company agrees to notify The Resort by e-mail, facsimile or written notice of any cancellation(s).

a. Low Season, Shoulder Season and High Season

- Cancellations within 14 days prior to arrival will be subject to a cancellation fee equal to one night's accommodation at the contracted rates, plus applicable taxes and service charge.
- Cancellations within 14 days prior to arrival booked under Bali Twice the Magic will be subject to a cancellation fee equal to one night's accommodation *at each resort* at the contracted rate, plus applicable taxes and service charge.

b. Peak Season

- Cancellations within 30 days prior to arrival will be subject to a full night's accommodation booked at the contracted rates, plus applicable taxes and service charge.
- Cancellations within 30 days prior to arrival booked under Bali Twice the Magic will be subject to a full night's accommodation booked at the contracted rates, plus applicable taxes and service charge *for both resorts*.

No Show Policy for All Villas & Residence Villas Categories

A reservation is considered a no show if arrival does not occur on the date reserved. The Resort shall only invoice The Company on behalf of the guest, the applicable cancellation charge which a full payment on the nights booked.

7. MARKETING AND BROCHURE DISTRIBUTION

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

Company will provide Resort a complete list of all web sites on which Resort's information and inventory will be displayed. The Resort reserves right of prior approval of any information published as described in this Section for any proposed Company advertisement and printed promotions and materials featuring the Resorts trademarks,

service marks, logos or trade names. Once materials are approved by Resort, Company may re-use such materials without further review or approval by Resort.

International Withholding tax rates (Indonesia)

Company (vendor) shall follow the tax regulation in Indonesia regarding services provided by foreign companies. It is stated in Indonesian Regulation No. 36 in year 2008 that all incomes received by foreign companies from Indonesian business entities is object to Withholding Tax Article 26 with the maximum tariff is 20%. However, tax treaty between Indonesia and country where the company registered might be applicable and different tariff will be applied accordingly. In order to apply for the special tariff under the tax treaty, company is obliged to complete Form from Indonesian Directorate General of Tax (DGT Form) and provide Certificate of Residence/Domicile (COR/COD) for the current year. Unability to provide the required documents will result in payment deduction of maximum withholding tax tariff of 20% from the total invoice.

8. RESORT INFORMATION

Resort represents, warrants and covenants that it is the owner or operator of the Resort, that the information provided to Company is correct, and that it is not, and any beneficial owner of it is not, incorporated in or resident of a country subject to economic or trade sanctions by the United States Department of Treasury Office of Foreign Asset Control (“OFAC”) or listed as a “Specially Designated National,” a “Specially Designated Global Terrorist,” a “Blocked Person,” or similar restrictive designation under the OFAC sanctions regime. Resort must disclose to Company, on an annual basis or as such fees are modified, all charges imposed by Resort at its discretion on guests, including, but not limited to, all mandatory guest, Resort parking and/or activity fees (collectively, “Hotel Fees”). If Resort fails to disclose any Hotel Fees to Company, then Resort must waive such Hotel Fees to guests unwilling to remit payment of such Hotel Fees.

9. INDEMNIFICATION

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

10. 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 (a) becomes publicly available without the receiving party’s breach of any obligation owed to the disclosing party, (b) became known to receiving party prior to disclosing party’s disclosure of such information, (c) became known to receiving party from a source other than disclosing party where such source did not breach an obligation of confidentiality owed to disclosing party, or (d) is independently developed by the receiving party. If Company provides Resort access to an extranet, Resort shall (i) keep confidential, and require Resort’s employees and agents to keep confidential, all passwords and other security measures necessary to access such extranet, (ii) inform Company of all personnel authorized to access such extranet, including any changes to such personnel, and of any unauthorized access to such extranet, and (iii) prevent the use of any automated scripts or software to repetitively query the extranet to gather information. Resort is responsible for the use of the extranet by anyone using the Resort’s password or other

access permissions. Any direct connect functionality implemented for the Resort shall be governed by Company's then-standard direct connect terms and conditions.

11.INSURANCE

Resort represents and warrants that it has liability insurance coverage in an amount that is consistent with industry practice. Resort shall deliver to Company certificates of insurance for liability in the amount of US\$ 25,000,000. In the event such insurance is cancelled or expires, Resort shall replace with a policy of similar coverage. Resort shall deliver new certificates of insurance to Company for any renewal or replacement policies.

12.ASSURANCES

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

13.FORCE MAJEURE

If for any reason beyond the Resort's or Company's reasonable control, including but not limited to strikes; labour disputes; acts, regulations or orders of governmental authorities; civil disorder; disasters; epidemic; pandemic; travel warnings or restrictions on non-essential travel issued within 7 days prior to the start of a guests stay at Resort by the World Health Organization or Centers for Disease Control due to COVID-19 or similar epidemic or pandemic that restrict travel to and from the Resort during the period of the stay, acts of terrorism; acts of war; acts of God; fires, flood or other emergency conditions; (each a "Force Majeure Event"), it is impossible or illegal for the Resort or Company to perform its obligations under this Agreement, such non-performance is excused for so long as such circumstances last and affect contractual performance. In the event of a Force Majeure Event, the party seeking to rely on this Section 13, must (i) give immediate notice to the other party by email stating the nature of the event and its likely duration and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement, and (ii) use all reasonable endeavors to mitigate the effect of the Force Majeure Event on the performance of its obligations. If a guest is unable to complete their stay at the Resort due to a Force Majeure Event, then such stay may be cancelled by such guest and/or Company without liability of any nature and any pre-paid amounts in respect of such booking shall be returned.

14.MISCELLANEOUS

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

15.AGREEMENT CONFIRMATION

- a. This Agreement is deemed valid once the signature page of this Agreement has been duly signed and returned to Hotel/Resorts Sales Manager. Unless and until the Resort receives from the Company a counter-signed contract, there shall be no agreement of the parties and the terms hereof shall be of no force.
- b. Resort and Company agree to keep the terms and conditions of this Agreement confidential, except that the parties may disclose the terms of this Agreement to its employees, lawyers and accountants. Disclosure in

violation of this Section by either party may result in termination of this Agreement. The undersigned is an authorized signature of Resort and Company is authorized to bind such party to the terms of this Agreement.

- c. Health and Safety: With respect to Resort, it represents and warrants that Resort has complied with or otherwise met all health and safety requirements and standards applicable to such Resort, whether arising pursuant to applicable law, governmental regulation or otherwise, and regardless of whether arising as a result of the location of the Resort, the nationality of Travelers or otherwise (collectively, “Health and Safety Standards”). In addition, with respect to Resort, it covenants and agrees that such Resort shall at all times comply with or otherwise meet all Health and Safety Standards for the duration of the term of this Agreement, including any renewal terms. Company may terminate this Agreement as it relates to Resort upon written notice and following a 30-day cure period to such Resort in the event Company believes in good faith that such Resort has at any time failed to comply with any Health and Safety Standards during the term of this Agreement, including any renewal terms.
- d. The Parties acknowledge that at any time Company may refuse to offer, display or list for booking the Resort’s rooms, including during the cure period referenced in Section 14c.

SIGNATURE PAGE TO WHOLESALER NET RATE AGREEMENT

SUBMITTED BY:
PT. BALI GIRIKENCANA
d.b.a. Four Seasons Resort Bali at Jimbaran Bay



Elis Tanthra
Senior Sales Manager

23 April 2024

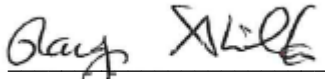
Date



Mathilde Adam
Senior Director of Marketing

23 April 2024

Date



Randy Shimabuku
General Manager

23 April 2024

Date

ACCEPTED BY:
Nuba Expediciones De México, S. DE R.L. DE C.V.



Mario del Duca
Managing Director NUBA Americas

7 May 2024

Date

cc: _____, Director of Finance
_____, Reservations Manager