



Leisure Rate Agreement Between

NUBA EXPEDICIONES S.L. * 96 Serrano Madrid 28006 Spain Tel: +34 917454745 Fax: +34 917454745	COMO Cocoa Island, The Republic of Maldives Makunufushi South Male Atoll Republic of Maldives
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This "Agreement" is entered into by and between COMO Cocoa Island, hereinafter referred to as "Hotel", and **NUBA EXPEDICIONES S.L. ***, hereinafter referred to as "Client", effective January 9th, 2025 and concludes January 5th, 2026.

Wholesale Rates

	09 Jan 25 30 Apr 25	01 May 25 30 Sep 25	01 Oct 25 19 Dec 25	20 Dec 25 05 Jan 26
Accommodation	Net	Net	Net	Net
Dhoni Water Villa	\$1,785	\$1,275	\$1,530	\$2,655
Dhoni Loft Water Villa	\$2,095	\$1,580	\$1,835	\$3,060
Loft Water Villa	\$2,295	\$1,785	\$2,145	\$3,265
One Bedroom Water Villa with Pool	\$3,060	\$2,350	\$2,805	\$4,085
Two-Bedroom COMO Sunrise Villa	\$7,655	\$6,380	\$6,890	\$11,740
Three-Bedroom COMO Sunset Villa	\$11,740	\$9,185	\$10,210	\$15,820

Rates include 10 per cent service charge and prevailing government taxes but excludes green tax of US\$6 per person per night.

- Above rates are inclusive of Bed and breakfast, based on two people in a one-bedroom accommodation, four people in a two-bedroom accommodation or six people in a three-bedroom accommodation.
- A fee of US\$250 will be applied to extra persons aged 12 years and above when sharing a room. Rates are based on bed and breakfast and inclusive of 10% service charge and prevailing government taxes. Extra person fees are subject to an additional Green Tax.

Reservations

Reservations can be made directly with the resort:

Email	res.cocoastrand@comohotels.com
Telephone	+960 664 1818

Rooms Information and Occupancy

Accommodation	Number of Units/ Size	Standard Occupancy	Maximum Occupancy
Dhoni Water Villa	8 units/ 75 sq. m	Two Adults	Maximum Three Guests / Three Adults OR Two Adults + One Child
Dhoni Loft Water Villa	9 units/ 110 sq. m	Two Adults	Maximum Four Guests / Three Adults + One Child
Loft Water Villa	10 units / 123 sq. m	Two Adults	Maximum Four Guests / Three Adults + One Child
One Bedroom Water Villa with Pool	4 units/ 125 sq. m	Two Adults	Maximum Four Guests / Three Adults + One Child
Two-Bedroom COMO Sunrise Villa	1 unit / 300 sq. m	Four Adults	Maximum of Six Guests / Five Adults + One Child
Three-Bedroom COMO Sunset Villa	1 unit 590 sq. m	Six Adults	Maximum of Nine Guests / Seven Adults + Two Children

Meal Supplement

Inclusive of tax and service charge	Half Board	Full Board
0-5.99 Years	Complimentary on kids menu	Complimentary on kids menu
6-11.99 Years	\$70	\$100
12 Years and above	\$140	\$200

- Half Board = one 3-course lunch per person or one 3-course dinner per person, per day
- Full Board = one 3-course lunch and one 3-course dinner per person, per day
- Meals may be taken in Ufaa Restaurant and room service only.
- A tray charge of US\$25 nett per order will also apply for meals by room service.

Rates include 10 per cent service charge and prevailing government taxes.

Beverage Package

Beverage Package is applicable from 11.00am to 11.00pm daily at Ufaa and Faru Bar only. Beverages offered are subject to availability.

Inclusive of tax and service charge	Child (2-11.99 years)	Adult
Beverage Package	\$70	\$140

Blackout dates: April 15th, 2025 to April 25th, 2025 and December 20th, 2025 to January 05th, 2026
Rates include 10 per cent service charge and prevailing government taxes.

Compulsory Festive Meal Supplements

Inclusive of tax and service charge	Child (2-11.99 years)	Adult
Christmas Eve Dinner (December 24 th , 2025)	\$175	\$350
Christmas Day Dinner (December 25 th , 2025)	\$150	\$300
New Year's Eve Dinner (December 31 st , 2025)	\$250	\$500

Rates include 10 per cent service charge and prevailing government taxes.

Transfers

Airport transfers to and from COMO Cocoa Island are by speedboat and take approximately 40 minutes per way.

Transfer	Capacity	Price
Round Trip – For arrival by scheduled flights only	Per guest	Adult - \$350
		Child (2 – 11.99 Years) \$175
Single Trip – Private speedboat transfers	Up to four guests	\$900 per way
	Up to eight guests	\$1,600 per way

Rates include 10 per cent service charge and prevailing government taxes.

Reservations Tel: +960 678 0001

Email: res.cocoaaisland@comohotels.com Website: www.comohotels.com/cocoaaisland

Complimentary Services For All Guests

- Wi-Fi internet access throughout the resort.
- Selected items in minibar replenished on daily basis.
- COMO Shambhala bathroom amenities.
- Beach bag and flip flops.
- Use of non-motorised water sports equipment.
- Use of snorkelling equipment.
- Coffee and tea making facilities in all villas.
- Bottled water in all villas.
- BOSE Speaker system
- Scheduled wellness class six times a week.
- Access to COMO Shambhala Retreat (steam room, hydrotherapy pool, 24-hour gym).
- Shared butler service for One Bedroom Water Villa with Pool.
- Dedicated butler service for guests staying in Two Bedroom COMO Sunrise Villa and Three Bedroom COMO Sunset Villa.

Contracted Offers

OFFER 1: STAY SAVE DISCOUNT: STAY 3 NIGHTS OR MORE

Validity: January 9th, 2025 to December 19th, 2025

- Minimum stay of 3 nights
- 25% Discount on contracted room rates
- Complimentary meal plan upgrade to Half Board.
- Complimentary stay for up to 2 kids below age 12 years old on same meal plan as adults (food from kids menu)

Applicable to all room types and combinable with honeymoon amenities

OFFER 2: STAY SAVE DISCOUNT: STAY 5 NIGHTS OR MORE

Validity: January 9th, 2025 to December 19th, 2025

- Minimum stay of 5 nights
- 30% Discount on contracted room rates
- 50% Discount on shared speedboat transfer for two adults per room
- Complimentary meal plan upgrade to Half Board
- Complimentary stay for up to 2 kids below age 12 years old on same meal plan as adults (food from kids menu)

Applicable to all room types and combinable with honeymoon amenities

OFFER 3: COMO MALDIVES COMBINATION OFFER: 3 NIGHTS AT EACH PROPERTY

Validity: January 9th, 2025 to December 19th, 2025

- Minimum stay of 3 nights at each property
- 35% Discount on contracted room rates on all room types
- Complimentary meal plan upgrade to Half Board
- Complimentary stay for up to 2 kids below age 12 years old on same meal plan as adults (food from kids menu)
- One time complimentary activity at each resort
 - COMO Cocoa Island: Sunset Cruise for two adults per room
 - COMO Maalifushi: Turtle Snorkelling for two adults per room
- Inter-Resort seaplane diversion fee waived off

Applicable to all room types and combinable with honeymoon amenities

Return Speedboat and Seaplane transfers will be charged in full without exception

OFFER 4: COMO FESTIVE OFFER:

Validity: December 20th 2025 to January 05th, 2026

Book by: April 30th 2025

- Minimum stay of 5 nights
- 40% Discount on contracted room rates
- Daily breakfast for two adults per room

Applicable to all room types and combinable with honeymoon amenities

Extra person fee of US\$250 will be applied to extra persons aged 12 years and above when sharing a room. Rate includes Half Board meal plan for offers 1, 2 and 3. Rates are inclusive of 10% service charge and prevailing government taxes. Extra person fees are subject to an additional Green Tax.

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Complimentary Honeymoon / Anniversary Amenities (combinable with Contracted Offers)

4 to 6 Nights	Bottle of Champagne Daily Fruit Platter Gift from Cocoa Island US\$60 spa credit per person
7 Nights or more	Bottle of Champagne Daily Fruit Platter Gift from Cocoa Island Complimentary 60-minute spa treatment per couple Candlelit dinner setup for two persons

Honeymoon amenities are available for guests celebrating their honeymoon within six months of their wedding date. Wedding anniversary amenities are available for guests celebrating their anniversary within 30 days of their wedding date.

A copy of the marriage certificate must be presented to the Hotel for validation in both cases.

- Half board meal plan for two people in a one-bedroom accommodation, four people in a two-bedroom accommodation or six people in a three-bedroom accommodation.
- Half board supplement for extra persons will be charged at full rate unless entitled through a special offer or promotion
- Supplement charges applicable for extra persons in the room at full rate.
- Children below the age of 18 will not be permitted to check-in in the second room without an accompanying adult
- Meal plan for children below the age of 12 years will be from kids menu, or if wished, regular menu at 50% charge of displayed price. Maximum of 2 children entitled for stay and dine free per unit booked.

The Stay Save Offer discount above is applicable on room rates only and does not apply to à la carte meals, transfers, extra person supplement or any other services.

If more people are staying in the room beyond the stipulated standard occupancy, they will be subject to the extra person charge (see contract terms and conditions).

Terms and Conditions**COMO Cocoa Island, Maldives – January 9th, 2025 – January 5th, 2026**

- **Rates**
 - The wholesale net rate quoted are **20 per cent** discounted from published rate.
 - All of the above rates are quoted in US dollars (\$) per room per night based on the standard room occupancy on a bed and breakfast basis unless otherwise stated, and are net of commission.
 - Discount and mark-up is not applicable on any meal plans, transfer, other supplements or services.
 - When sold as a standalone rate i.e. not packaged with flights and other services, the tour operator agrees to mark-up contracted net rates by minimum 20 per cent. Failure to do so may result in the termination of this agreement.
 - In the event of any in-house upsell or upgrades for guests during the stay, of already confirmed reservations the Tour Operator will not be eligible for compensation.
 - All rates are inclusive of service charge and government tax as follows: 10 per cent service charge and prevailing government taxes.
 - A minimum stay of five nights is required from December 26, 2025, to January 2, 2026.
 - Rates are based on a Non-Last Room Availability (NLRA) status.
 - Government taxes are subject to change by the government without notice. In this circumstance, COMO Cocoa Island will not absorb additional government taxes.
 - Bookings for a total of 8 rooms or more shall be classified as group bookings and will be subject to group rates, terms, and conditions.
- **Green Tax**
 - The sum of US\$6 shall be collected by the Republic of Maldives as Green Tax (in addition to current taxes) from each tourist per day of stay at COMO Cocoa Island. This will be invoiced at the time of booking.
 - This tax applies to guests of all ages.
- **Contracted Offers**
 - Contracted Offers are based on two people in a one-bedroom accommodation, four people in a two-bedroom accommodation or six people in a three-bedroom accommodation.
 - The Stay Save Discount does not apply to à la carte meals, transfers, extra person supplement or any other services.
 - Promotions are valid for new bookings only.

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- For extra persons beyond the standard room occupancy, meal plan supplements will be charged at the full rate unless entitled through a special offer or promotion
- **Occupancy and Extra Person Charge**
 - A fee of US\$250 will be applied to extra persons aged 12 years and above when sharing a room. Rates are based on bed and breakfast and inclusive of 10% service charge and prevailing government taxes. Extra person fees are subject to an additional Green Tax.
 - For children aged below 12 please see '*Children's Policy*' below.
- **Children's Policy**
 - Taking into consideration maximum occupancy, 2 children below 12 years of age can stay in their parent's room free of charge. If sharing a room with their parents the children's meal plan will be the same with parents (ordered from kids menu).
 - Additional child below 12 years can purchase the Half Board and Full Board Dining Supplements.
 - Children dining off the restaurant's à la carte menus, opting for a child size portion, will be charged at 50 per cent of the published rate.
- **Butler Service**
 - Shared butler service for One Bedroom Water Villa with Pool.
 - Dedicated butler service for guests staying in Two Bedroom COMO Sunrise Villa and Three Bedroom COMO Sunset Villa.
- **Check in/out**
 - Check in is after 2.00pm on day of arrival and check-out is by 12.00pm noon on the day of departure.
- **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.
- **Confidentially**
 - 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. "Authorised 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.

- **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, pandemic, 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.

- **Termination**

- Either party may terminate this Agreement at any time upon 30 days' written notice to the other party.
- The Hotel reserves the right to cancel any booking made in breach of this Agreement.
- Upon termination of the Agreement, the Hotel and Client will continue to honour 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.

- **Brochure/Website**

- The Client agrees to feature the Hotel in programs and brochures as a "deluxe 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 www.comohotels.com/photolibrary
- 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.
- The Wholesaler should not bid on or purchase internet placement rights for our brand keywords in any manner or in any of its advertising, including but not limited to Internet and web advertising, without the express written consent of the Hotel.

- **Onward Distribution**

- Under no circumstances are rates in wholesale contracts to be published on the Internet or to the public without bundling it with airline tickets, etc. as a package.

- **Predatory Advertising**

- A predatory advertising method is an advertising method that creates or overlays links or banners on web sites, spawns browser window, or utilizes any other method to generate traffic from a web site without that web site owner's knowledge, permission, and participation. Therefore, the Wholesaler should not use and discourage all web sites within their control from using, any predatory advertising methods designed to generate traffic from COMO Brand sites, or any other sites that exclusively promote or mimic COMO Hotels and Resorts brands.

- **Use of the wholesale rates**

- The wholesalers should make best efforts to ensure that all wholesale rates are packaged or bundled. In cases, where an unpackaged rate is sold, it should at least equal to the Best Available Rate of the hotel or an appropriate mark-up be applied to maintain integrity.

- **Payment Terms and Cancellations**

- Unless credit facilities have been approved, full payment must be received prior to guest arrival. For more details please refer below.

Room Types	Payment Terms	Cancellation Terms	Dates
One-Bedroom Villas	Full payment required minimum of 14 days prior to guest arrival or the booking will be subject to cancellation and cancellation charges will apply	<ul style="list-style-type: none"> • 50 per cent of the total booking will be charged if cancelled <u>between</u> 14 days and 8 days prior to arrival date • 100 per cent of the total booking will be charged if cancelled <u>within</u> 7 days prior to arrival date 	09 Jan 2025 to 19 Dec 2025
Multi-Bedroom Villas	Full payment required minimum of 21 days prior to guest arrival or the booking will be subject to cancellation and cancellation charges will apply	<ul style="list-style-type: none"> • 50 per cent of the total booking will be charged if cancelled <u>between</u> 21 days and 15 days prior to arrival date • 100 per cent of the total booking will be charged if cancelled <u>within</u> 14 days prior to arrival date 	09 Jan 2025 to 19 Dec 2025
All Room Type	Full payment required minimum of 60 days prior to guest arrival or the booking will be subject to cancellation and cancellation charges will apply	<ul style="list-style-type: none"> • 50 per cent of the total booking will be charged if cancelled <u>between</u> 60 days and 46 days prior to arrival date • 100 per cent of the total booking will be charged if cancelled <u>within</u> 45 days prior to arrival date 	20 Dec 2025 to 05 Jan 2026

- Cancellations must be received in writing by the hotel or its representative and confirmed by the hotel as received.
- Late arrivals, no shows and early departures will be charged in full without any exception.

Wiring instructions for payment are as follows:

Beneficiary Bank details:

Overseas Chinese Banking Corporation (OCBC) Singapore
65 Chulia Street #10-00 OCBC Centre
Singapore 049513
Swift code: OCBC SGSG

Beneficiary name: Orchid Resorts Management Pvt Ltd
Beneficiary account no: US\$ account No: 501-870950-201

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 Cocoa Island.

Nuaas Mohamed
Cluster Director of Sales & Marketing- Maldives
COMO Cocoa Island
June 05 2024



Alessandra Girardi
Nuba – Net Rates Director
NUBA EXPEDICIONES S.L. *
Date: 7 June 2024

