



Wholesale FIT Contract Rate Agreement

Nuba Lafayette 100, Anzures, Ciudad de Mexico 11590, Mexico	“COMO Uma Canggu” c/o “PT. Shambhala Payangan Indah” Echo Beach, Jalan Pantai Batu Mejan, Canggu, Kuta Utara, Badung, Bali, 80361, Indonesia
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This agreement is entered into by and between “PT. Shambhala Payangan Indah” trading under the name of **“COMO Uma Canggu”**, hereinafter referred to as **“the Hotel”**, and **“Nuba”**, hereinafter referred to as **“the Client”**.

This contract rate agreement is valid from 01 April 2025 until 31 March 2026.

Room Rates

<u>Room Type</u>	<u>Season 1 (LOW)</u> 21 Oct to 20 Dec 2025; 07 Jan to 31 Mar 2026	<u>Season 2 (SHOULDER)</u> 01 Apr to 24 June; 01 Sep to 20 Oct 2025	<u>Season 3 (HIGH)</u> 25 June to 31 Aug 2025	<u>Season 4 (PEAK)</u> 21 Dec 2025 to 06 Jan 2026
Canggu Room	USD 260	USD 270	USD 330	USD 400
Garden Patio Room	USD 295	USD 305	USD 365	USD 435
One Bedroom Suite	USD 385	USD 405	USD 535	USD 680
One Bedroom Residence	USD 445	USD 460	USD 585	USD 720
One Bedroom Seaview Residence	USD 495	USD 515	USD 635	USD 770
One Bedroom Lagoon Pool Residence	USD 530	USD 550	USD 675	USD 810
Batu Mejan Suite	USD 500	USD 520	USD 650	USD 795
Two Bedroom Residence	USD 835	USD 875	USD 1,140	USD 1,410
Two Bedroom Seaview Residence	USD 935	USD 985	USD 1,265	USD 1,580
Two Bedroom Lagoon Pool Residence	USD 1,015	USD 1,060	USD 1,345	USD 1,660
Uma Pool Residence	USD 1,065	USD 1,110	USD 1,395	USD 1,710
COMO Penthouse	USD 1,740	USD 1,815	USD 2,275	USD 2,905



Services included in the room rates

- Daily breakfast for two guests in rooms and suites; four guests in two bedroom residences; six guests in penthouses.
- Complimentary welcome drink.
- Complimentary local bottled water – replenished daily.
- Complimentary welcome amenity.
- Complimentary in-room coffee and tea making facilities.
- Complimentary one time daily wellness activity class – based on the hotel's schedule.
- Complimentary use of the gym, sauna, steam room and swimming pool.
- Complimentary Wi-Fi in rooms and dedicated public areas of the hotel.

Special Benefits

1. Book Now Stay Later
 - Book **before** 1st March 2025 and receive 20% discount on room rates and extra bed charge. Not applicable on transfers and meal plans.
 - Valid for all seasons
 - The offer is combinable with “Twin Center bookings” offer
2. Advance Purchase bookings:
 - Book 30 days in advance and receive 15% discount on room rates and extra bed charge. Not applicable on transfers and meal plans.
 - Book 7 to 29 days in advance and receive 10% discount on room rates and extra bed charge. Not applicable on transfers and meal plans.
 - The offer is combinable with “Twin Center bookings” offer
 - **Valid for Season 1 and 2 only**
3. Twin Center bookings:
 - Book and stay minimum 2 consecutive nights at COMO Uma Canggu in conjunction with minimum 2 consecutive nights at either COMO Uma Ubud or COMO Shambhala Estate and receive:
 - Complimentary one way transfer between COMO hotels in Bali

Honeymoon Amenities

All honeymoon guests staying for minimum 2 consecutive nights will receive with our compliments:

- Honeymoon set up in the room upon arrival
- Sunset cocktail for two
- Home-made local treats

Honeymoon amenities are valid throughout the contracting period and are combinable with all rates and promotions. Proof of marriage within last 6 months must be presented at the time of reservation or at the time of arrival.



Occupancy Policy

<u>Room Type</u>	<u>Inventory</u>	<u>Maximum Occupancy</u>	<u>Size (covered / total)</u>
Canggu room	32	2 persons + 1 infant	36 sqm
Garden Patio Room	17	2 persons + 1 infant	40 sqm / 52 sqm
One Bedroom Suite	2	3 persons	65 sqm / 90 sqm
One Bedroom Residence	24	3 persons	75 sqm / 90 sqm
One Bedroom Seaview Residence	10	3 persons	75 sqm / 90 sqm
One Bedroom Lagoon Pool Residence	10	3 adults	75 sqm / 95 sqm
Batu Mejan Suite	1	4 persons	150 sqm
Two Bedroom Residence	2	5 persons	150 sqm / 180 sqm
Two Bedroom Seaview Residence	2	5 persons	150 sqm / 180 sqm
Two Bedroom Lagoon Pool Residence	3	5 adults	150 sqm / 200 sqm
Uma Pool Residence	4	5 adults	150 sqm / 290 sqm
COMO Penthouse	12	7 adults	350 sqm / 400 sqm

Transfers

Private airport transfers from Denpasar International airport are by hotel car and take approximately 60 minutes one way, subject to traffic conditions. In order for the hotel to arrange transfers, please provide accurate flight arrival and departure details at least 48 hours prior to the arrival/departure time.

<u>Transfer</u>	<u>Capacity</u>	<u>Price</u>	<u>Notes</u>
One way transfer (for scheduled flights only)	Maximum of three adults	USD 60	Rates for larger parties are available on request.

Meal Supplements

<u>Supplement</u>	<u>Rates</u>	<u>Notes</u>
3 course lunch	USD 50	Lunch and dinner are inclusive of infused water. Others waters, alcoholic beverages and carbonated soft drinks are chargeable. 50% discount for kids up to 12 years old
3 course dinner	USD 60	

Bookings, amendments, cancellations procedures

All reservation/amendment/cancellation requests detailing the full booking information should be made in the form of:

- i) A phone call to number: +62 361 620 22 18
- ii) An email to res.uma.canggu@comohotels.com

A reservation/amendment/cancellation number must be received from Hotel acknowledging receipt and confirmation of reservation/amendment/cancellation.



Terms and Conditions

- **Rates**

- Room rates are quoted in US dollars per room, per night (single or double occupancy) on a room and breakfast basis and are non-commissionable.
- All rates and supplements in this contract are inclusive of 21% government tax and service charge. Should the Government tax change by the government the Hotel will not absorb additional taxes.
- A minimum of two (2) nights stay is required for period from 24th December to 2nd January
- All room rates are applicable to FIT bookings of 4 (four) rooms or less. Reservations for 5 (five) or more rooms, suites and residences OR for 3 (three) or more COMO Penthouses are considered group bookings and current rates are not applicable. Instead, group rates will apply, with respective group terms and conditions.
- 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.
- The rates provided by the Hotel are solely for use by the Client that has entered into this agreement, and are non-transferable or assignable to any other company or organization. The Client must bundle and must take commercially reasonable steps to ensure that its B2B partners bundle all guest rooms made available through this agreement in a packaged travel product that is, at a minimum, a combination of room and airfare, an overnight cruise or another meaningful component ("Travel Packages") before the Client and its partners sell such guest rooms to retail customers. Under no circumstance are rates in this contract to be published on the Internet without bundling it with airline tickets and other services as a package. Failure to do so will result the termination of this agreement

- **Extra Person Charge**

- A fee of USD 70 will be applied for extra bed and breakfast for person from the age of 13, when sharing a room. For children of 12 years and below one extra bed can be provided on complimentary basis, including breakfast.
- Taking into consideration maximum occupancy, children of 2 years and below can share parent's room free of charge and can dine for free, providing at least one adult is dining. Baby cot will be provided on complimentary basis.
- Children dining off our restaurant à la carte menus, opting for a child size portion, will be charged 50% of the menu price

- **Check-in & Check out Times.**

- Check-in is after 2:00pm on the day of arrival and check out is by 11:00am on the day of departure.
- For any reservations requiring the room to be available prior to the official check-in hours, a full night's charge for a guaranteed early check-in will apply and is subject to availability at the time of reservation.
- For a guaranteed extended check out full day charge will apply.
- **Check-in and check out is not permitted due to Balinese silent day – Nyepi Day:**
 - **between 6:00am on 19th March 2026 and 6:00am on 20th March 2026**
- **Check out on 31st December is not permitted.**

- **Guest Property**

- The Hotel shall not be liable for any loss or damage to property owned by, or in the custody of, the Client's 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 the Client's request, hold harmless, indemnify and defend the 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.
- The 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 the Client's Systems, or (ii) any breach of this Agreement by the 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 The 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 The 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 The 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 The Client in writing, to access The 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, 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.

- **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. The Hotel will not be responsible for mistakes if approval is not sought. Images can be obtained from the following link <https://www.comohotels.com/media-centre/photo-library>
- Brand Keyword Marketing. The Client and its affiliates agree that they will not bid on any of the Hotel's brand name keywords, The Hotel name and/or permutations thereof, include any pay-per click advertising, without the express written consent of the Hotel. The Hotel will consider that a copyright violation and reserve the right to terminate this agreement immediately.
- Cyber-squatting: The Client and its affiliates agrees not to register any domain names, which might be construed by the user as belonging to or associated with the Hotel or its affiliates, nor will they supply inventory through any affiliate network to any persons operating a domain or URL of the same. Should the Hotel determine that any non-approved URL or portal is gaining access to the Hotel's room inventory through the Client's program, the Client will immediately, at the Hotel's request assist the Hotel in the cease and desist process.
- Predatory Advertising. The Client and its affiliates agree not to use any advertising methods 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 Client and its affiliates 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.

- **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.

- **Payment Terms and Cancellations**

- All payments have to be settled in the currency indicated on the invoice by bank transfer, net of any bank charges.
- 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.



Season 1 and 2

- Unless credit facilities have been approved, full payment must be received by the hotel a minimum of 7 days prior to guest arrival or the booking will be subject to cancellation and cancellation charges will apply.
- Bookings cancelled between 7 days and 4 days prior to arrival date will incur cancellation charges equal to one night accommodation cost.
- Bookings cancelled within 3 days of the date of arrival will incur cancellation charges equal to 100% of the total booking.

Season 3

- Unless credit facilities have been approved, full payment must be received by the hotel a minimum of 14 days prior to guest arrival or the booking will be subject to cancellation and cancellation charges will apply.
- Bookings cancelled between 14 days and 8 days prior to arrival date will incur cancellation charges equal to one night accommodation cost.
- Bookings cancelled within 7 days of the date of arrival will incur cancellation charges equal to 100% of the total booking.

Season 4

- Unless credit facilities have been approved, full payment must be received by the hotel a minimum of 45 days prior to guest arrival or the booking will be subject to cancellation and cancellation charges will apply.
- Bookings cancelled between 45 days and 31 days prior to arrival date will incur cancellation charges equal to one night accommodation cost.
- Bookings cancelled within 30 days of the date of arrival will incur cancellation charges equal to 100% of the total booking.

Wiring instructions for payment are as follows:

Account Name: PT. Shambhala Payangan Indah
Bank Name: PT. Bank Danamon Indonesia
Bank Address: Jl. Hayam Wuruk No 246 Denpasar Bali
SWIFT: BDINIDJA
USD Account Number: 3613-4114-99

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 the Hotel. Rates may not be used until the Agreement has been signed. Failure to return the Agreement will result in Best Available Rates being offered.

Eugene Feklistov

On behalf of COMO Uma Canggu:
Eugene Feklistov
Cluster Director of Sales & Marketing – Bali
Tel: +62 361 302 22 28
Email: eugene.feklistov@comohotels.com
Date: July 12th 2024

Alessandra Girardi

On behalf of Nuba
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Date: 18 July 2024