



ST REGIS

RED SEA

سانت ريجيس البحر الأحمر

4 July 2024

Company name: NUBA EXPEDICIONES S.L.

Contact person: Alessandra Girardi

Position: Nuba – Net Rates Director

T: +34 917454745

E: alessandra.girardi@nuba.com

Dear Alessandra,

Greetings from The St. Regis Red Sea Resort.

We are delighted to present you with DMC Yieldable Agreement for your review.

Please kindly present a signed copy of the agreement via e-mail by 10 July, 2024.

Should you have any questions or concerns, please don't hesitate to contact me directly.

We thank you for your cooperation and look forward to welcoming your important guests to Saudi Arabia's best address, The St. Regis Red Sea Resort.

Best regards,

Lana Ghawi

Multi-Property Director of Sales & Marketing

The St. Regis Red Sea Resort

Nujuma, a Ritz-Carlton Reserve

M 966.551.111.937 | lana.ghawi@marriott.com



DMC Yieldable Agreement

This DMC Yieldable Agreement (“**Agreement**”) is made on **4 July, 2024** and is effective as of **4 July, 2024** (the “**Effective Date**”) by and between, NUBA EXPEDICIONES S.L. Incorporated and registered in Spain whose registered office is at 96, Serrano Madrid Spain, 28006 (“**Organization**”), and Ummahat Island First Operating Company as operator for **The St. Regis Red Sea Resort** incorporated and registered Kingdom of Saudi Arabia whose registered office is at 7007 King Faisal Rd, 2177 Ar. Rabie District, 48313 Umluj, Kingdom of Saudi Arabia) (“**Hotel**”).

The following yieldable net wholesale rates are offered to you for the period of **4 July, 2024 - 10 January, 2025** (“**Yieldable Net Rates**”).

VILLA CATEGORY	LOW SEASON	SHOULDER SEASON	HIGH SEASON	PEAK SEASON	ALLOCATION
	16 Jul – 31 Aug '24	23 Jun -15 Jul '24 1 Sep – 18 Sep '24	19 Sep – 23 Sep '24 24 Sep – 11 Dec '24	12 Dec '24 – 10 Jan '25	
Dune Villa 1 bedroom	\$ 1,256	\$ 1,365	\$ 1,691	\$ 2,898	Free Sell
Sunset Dune Villa 1 bedroom	\$ 1,377	\$ 1,485	\$ 1,811	\$ 3,019	Free Sell
Coral Villa 1 bedroom	\$ 1,739	\$ 1,848	\$ 2,174	\$ 3,381	Free Sell
Sunset Coral Villa 1 bedroom	\$ 1,860	\$ 1,968	\$ 2,295	\$ 3,502	Free Sell
Sunset Dune Villa 2 bedroom	\$ 2,584	\$ 2,693	\$ 3,019	\$ 4,227	Free Sell
Coral Villa 2 bedroom	\$ 3,309	\$ 3,418	\$ 3,744	\$ 4,951	Free Sell
Sunset Coral Villa 2 bedroom	\$ 3,550	\$ 3,659	\$ 3,985	\$ 5,193	Free Sell
*Caroline Astor Villa 3 bedroom	\$ 6,087	\$ 6,195	\$ 6,521	\$ 7,729	On Request
*Presidential Dune Villa 4-bedroom	\$ 13,332	\$ 13,441	\$ 13,767	\$ 14,975	On Request
Release Period	3 Days	3 Days	14 Days	30 Days	N/A

Terms & Conditions:

- **Room Rates are in USD, are inclusive of 5% municipality fees and 15% VAT**
- Government taxes and charges may be subject to change. In the event of changes in Government taxes and charges, the client will be liable for the payment of these.

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- Rates are per villa, per night on single/double occupancy inclusive of daily breakfast at Nesma restaurant as per the standard occupancy of the villa. Breakfast ordered through room service will be charged at published rates. Banquets and special catering set-ups are not included and will be charged at prevailing rates.
- **Extra Person supplement is available at USD 322 per room per night inclusive of taxes** (from 3rd person onwards); supplement includes daily breakfast at Nesma restaurant for standard occupancy of villa
- Minimum stay of 3 nights is required during Peak Season
- Departures are not allowed on 31 December 2024
- Transportation to the resort is not included into the rate and subject to additional charge.
- The above rates and all terms & conditions are valid for a maximum of 9 villas outside of Peak season and up to 5 villas during Peak season. Please contact Reservations department for rates and conditions of bookings for 10 villas or more.
- Brochure Copy and Photographs: All brochure copy and photographs produced by the DMC depicting the Hotel must be approved by the Hotel in advance. The Hotel shall have 14 business days to review and approve the submitted brochure copy and photograph(s). In the event the Hotel does not respond after 14 business days of receipt of the brochure copy and photograph(s), then such brochure copy and photograph(s) shall be deemed approved.

FREE SELL:

You and your Other Channels may book 1, and 2, bedroom villa room categories until such time as Hotel notifies you to cease booking rooms. All rooms must be booked and reported to Hotel daily on the day of booking by a mutually agreed transmission method by you [e.g. email].

Reservations will have a release period of 3 days for Low and Shoulder Seasons, 14 days for High Season and 30 days for Peak Season. The hotel has a right to reject a reservation on the contracted rates reported after the release period. The hotel also has a right to reject a reservation on the contracted rates reported once a stop sell communication is issued. 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 of availability change notification.

* Free Sales is not applicable to the 3, and 4, bedroom villas room categories, which are subject to availability upon a request basis only. Enquiries and reservation requests are to be emailed to: reservations.redsea@stregis.com.

RATES AND YIELDABILITY

Yieldable Net Rates are current as of the date of the Agreement and subject to change.

Hotel reserves the right to increase, decrease or cease making guest rooms available at any time; this applies to on request or any other method that the Hotel chooses to make rooms available to you, your Channels or your Other Channels. 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 of 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. All rates are non-commissionable and are inclusive of 5% municipality fees and 15% VAT. The percentages specified are subject to change by government regulation and may be payable by you on the margin applied to the guest rooms over and above the room rate and subject to other terms and conditions of the applicable rate plan. Guests will not receive points or any other benefit in conjunction with Marriott's loyalty program for reservations and bookings made through your service.

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RESERVATIONS

Any inquiries or reservation requests are to be emailed to reservations.redsea@stregis.com.

Any bookings made that require Hotel amendments and cancellations are to be actioned and communicated from Organization to Hotel directly via the email address stated above. Any customers that contact Hotel directly will be guided back to Organization to resolve.

CHECK-IN AND CHECK OUT TIME

Check-in time is 3 PM local time, check-out time is 12 PM local time.

Early check-in is subject to availability and will incur a charge of 100% of the nightly room rate.

Late check-out is subject to availability and will incur a charge of 50% of the nightly rate until 6 PM local time, and from 6 PM local time a charge of 100% of the nightly room rate.

EXTRA PERSON POLICY

Adult (12 years old and above)	USD 322 per extra adult per night on Bed & Breakfast basis, inclusive of taxes
Any promotions or any discounts are not applicable on extra person charge.	

- Above rates are in USD are inclusive of 5% municipality fees and 15% VAT
- The resort will not accept reservations for any persons below the age of 18 years occupying a villa alone unless accompanied by a parent or a guardian.
- Due to the proximity to water, the resort does not encourage guests with young children to stay in Overwater accommodation. The Hotel requires guests to provide a signed liability waiver in order to accommodate children aged 11 years old and below in overwater accommodation.
- For guests traveling with infants, a complimentary baby crib can be placed in each villa category upon request

SHARING POLICY

Villa Category	Villas Number	Maximum Permitted Occupancy	Allocation
Dune Villa, 1-bedroom	16 villas	3 guests	free sell
Dune Villa, Sunset, 1-bedroom	12 villas	3 guest	free sell
Coral Villa, 1-bedroom	12 villas	3 guests	free sell
Coral Villa, Sunset, 1-bedroom	30 villas	3 guests	free sell
Dune Villa, 2-bedroom	11 Villas	5 guests	free sell
Coral Villa, 2-bedroom	2 Villas	5 guests	free sell
Coral Villa, Sunset, 2-bedroom	3 Villas	5 guests	free sell

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Astor Villa, 3-bedroom	3 Villas	9 guests	Upon request
Presidential Villa, 4-bedroom	1 Villa	12 guests	Upon request
Release Period			
Low and Shoulder Seasons	3 Days		
High Season	14 Days		
Peak Season	30 Days		

HALF BOARD AND FULL BOARD SUPPLEMENTS

	Half Board	Full Board
Baby (0 – 2.99 years old)	Free of charge	Free of charge
Child (3 - 12 years old and above)	USD 123	USD 200
Adult (12 years old and above)	USD 245	USD 400

Terms and Conditions:

- Rates are in USD, non-commissionable, inclusive of 15% VAT
- Applicable in all restaurants
- Selected beverages (water, soft drinks and hot beverages) are included in all outlets except The St. Regis Bar
- Themed dinners (Gishiki Omakase menu, Tilina Degustation menu) and premium items such as Lobster, Caviar, and Oysters are not part of Half Board and Full Board supplements
- In Villa Dining and The St. Regis Bar are not included in Half Board and Full Board supplements
- Half Board and Full Board supplements don't include Mandatory New Year's Eve dinner
- Half Board and Full Board can be only purchased at the number of guests occupied and for the whole stay. Guests will not be refunded for any unconsumed meals.
- The Resort reserves the right to revise meal supplements at any time.
- Restaurants are open at Management's discretion and their opening hours may vary according to seasonality.

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TRANSPORTATION

SEAPLANE TRANSFER	PRICE PER PERSON, ONE WAY
Red Sea International Airport – Hotel (approx. 25 min)	Adult: (3 y.o. and above) USD 345
SHARED SPEEDBOAT TRANSFER	PRICE PER PERSON, ONE WAY
Red Sea International Airport – Hotel Approx. 15 min car drive followed by Approx. 40 min ride via speedboat)	Adult (12 y.o. and above) USD 130 Child (3 – 11 y.o.) USD 65

*Luxury yacht and helicopter transportation options are upon request and availability per additional charge.

Terms & Conditions:

- All transportation prices are in USD and inclusive of 15% VAT
- Transfers are on request, subject to availability and confirmation by Hotel. Booking in advance is required
- Seaplane capacity is maximum 6 guests and standard baggage allowance by the carrier
- Speedboat capacity is for maximum 13 guests and standard baggage allowance by the carrier
- Please note that neither Hotel nor transportation company can be held responsible for the delay or cancellation of flights which occur due to severe weather conditions. Any additional costs involved in alternate accommodation or international flight rearrangements due to force majeure are to be borne by the guest.
- Hotel reserves the right to revise transfer rates at any time.

BENEFITS INCLUDED INTO ALL VILLAS CATEGORIES

- 24 hours signature St. Regis Butler Service
- Welcomed amenities and bottled mineral water into the room
- Private dedicated check-in and check-out for VIPs
- Complimentary wireless high-speed internet access
- Iron and ironing board upon request
- Dedicated concierge team
- Welcome drink upon arrival
- Access to The St. Regis Spa, Exercise Room, and outdoor Infinity Pool

DEPOSIT AND CANCELLATION POLICY

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Season	Deposit	Cancellation
Peak Season 12 Dec '24 – 10 Jan '25	100% non-refundable deposit required 30 days prior to the arrival date.	100% cancellation fee applicable if cancelled 30 days or less prior to the arrival date
Shoulder Season 14 Apr – 12 Jun '24 23 Jun -15 Jul '24 1 Sep – 18 Sep '24 High Season 4 Apr – 13 Apr '24 13 Jun -22 Jun '24 19 Sep – 23 Sep '24 24 Sep – 11 Dec '24 Low Season 16 Jul – 31 Aug '24	100% deposit required 7 days prior to the arrival	100% cancellation fee applicable if cancelled 7 days or less prior to the arrival date

- All changes or cancellation requests must be submitted in writing to our reservations department at reservations.redsea@stregis.com
- Reservations are not cancelled until the Company is in receipt of cancellation number submitted by the Hotel.
- The Hotel reserves the right not to provide exemptions from its cancellation policy for medical matters or any other unforeseen circumstances. To avoid disappointment, we recommend purchasing adequate travel insurance prior to confirming a reservation and accepting the terms & conditions of the Hotel's cancellation policy.
- Early Departure: Regardless of early departure of a particular reservation, all originally booked room nights (whether or not consumed) of such reservation and applicable taxes will be billed to you.
- Early departures or cancellations due to inclement weather conditions are fully chargeable.
- Date/name changes/reductions in length of stay are not accepted and will be considered as a cancellation, hence the booking will be cancelled and a new reservation must be made.
- The cancellation policy may be amended at the discretion of the hotel.
- All cancellation fees are applicable on Accommodation, Supplement charges inclusive of 5% municipality fees and 15% VAT, or the prevailing rate at the time of booking.

PRE-PAYMENT TERMS

Full pre-payment in USD is required for all services provided, unless a credit agreement has been arranged and confirmed by the Hotel.

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

Account name: UNNAHAT ISLAND OPRATION CO. 1
Bank Name: Banque Saudi Fransi

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Account Number: R0595000169
SWIFT Code: BSFRSARI
IBAN Number: SA8255000000R0595000169
VAT Number: 310806936300003
CR Number: 4701102993

This Agreement is subject to all the terms and conditions set forth on the following page titled “FIT Yieldable Agreement Terms and Conditions”, the Marriott Standards and Guidelines for Online Marketing and the License to Use Marriott Content located on the website <https://www.marriottwholesalers.com> subject to change by Marriott from time to time (collectively, the “**Agreement**”). This Agreement constitutes the entire agreement between you and the Hotel and may not be amended or changed unless done so in writing and signed by you and the Hotel. The persons signing below agree that they are authorized representatives of the above indicated company and Hotel who have authority to enter into this Agreement. This Agreement will not be valid and enforceable until a signed copy is returned to the Hotel by 10 July, 2024 and the term of the Agreement shall be one year from such date, subject to termination by Hotel at any time. For the avoidance of doubt, this Agreement hereby supersedes and replaces in its entirety any and all prior and contemporaneous oral and written agreements related to information about the Hotel, including bookings, express or implied, between you, your Channels, your Other Channels and the Hotel, as of that date.

ACCEPTED AND AGREED TO:

Organization:

Printed Name:	Alessandra Girardi	Signature:	<i>Alessandra Girardi</i>
Job Title:	Net Rates Director	Date:	05/Julio/2024

Hotel:

Printed Name:	Lana Ghawi	Signature:	
Job Title:	Multi-Property Director of Sales & Marketing The St. Regis Red Sea Resort Nujuma, a Ritz-Carlton Reserve	Date:	

F.I.T. YIELDABLE AGREEMENT TERMS AND CONDITIONS

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BOOKING REQUIREMENTS: All bookings are subject to Hotel's standard booking requirements, available upon request, including early departure fees, cancellation policies, check-in and checkout times and baggage handling fees.

BILLING PRIVILEGES: You must fully prepay for all bookings at Hotels by guests through you, your Channels and your Other Channels, unless, upon application and review by the Hotel, the Hotel elects to extend alternative billing privileges to you.

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. 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 mechanism (e.g., websites, xml feeds or call centers), in each case owned or operated by you or one of your affiliates or contracted companies, through which you market Dynamic Packages directly for booking by Hotel guests. "**Other Channel(s)**" means, collectively, any mechanism (e.g., websites, xml feeds or call centers) owned or operated by a third party that is not Affiliated with the Company, through which such entity provides Dynamic Package information directly to guests. Company shall provide Marriott with a list of any Other Channels that it makes Room information available to within 10 days of written request by Marriott. All terms and conditions of this Agreement applicable to you shall apply directly and in full to your Channels and any Other Channels.

RATES VALID FOR OPAQUE PACKAGED TRAVEL ONLY: All rates quoted herein are applicable to FIT leisure packaged travel as part of a Dynamic Package. "**Dynamic Package**" means a booking of a room made under this Agreement by a guest in connection with one or more other travel-related components of material value such as air inventory, rental car inventory, or rail ticket, booked concurrently in the same session where the Rate is not apparent to the guest. The rates quoted in this Agreement are only for you to facilitate the booking by individual transient leisure travel guests of Dynamic Packages by Your Channels, or Other Channels. Company can only provide Room and rate information directly to an Other Channel that packages the Room and rate information and provides the Dynamic Package information directly to Guests for booking by Guests. Room and rate information cannot be passed to any Other Channel that provides Room and rate information to an additional Other Channel, whether packaged or unpackaged. Rates are not for 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 and any Other Channel(s), 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 or Other Channels on a retail website in a room-only or unbundled manner.

You will not, and will not permit any of your Channels or Other Channel(s) 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;
- c. make Marriott guest rooms available through any GDS;
- d. disclose to the end-user guest the rate at which Marriott provided you the guest room for booking by the guest;

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- e. 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.
- f. Except for Other Channels, you may not 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 or your Other 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 or your Other Channels. For any Exception notified to Company by Hotel, whether subsequently resolved or unresolved, , the 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, with immediate written notice, 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 or any of your Other Channels: **(i)** your Channel or your Other 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 or your Other 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 or your Other Channel conducts business in a manner that is inconsistent with Marriott's business model (e.g., such Channel or Other 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 or your Other Channel is engaging in activities or practices that are the subject of a good faith dispute between such Channel or Other Channel and Marriott or the Hotel with respect to the display of rooms on such Channel or Other 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 Best Rate Guarantee approved claim which demonstrates you, your Channels or your Other Channels as a source of the Exception. This includes the rate adjustment plus \$200USD administrative fee per approved Exception, or 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.

REVENUE AND TAXES: For guest rooms booked by guests through you, your Channels or your Other Channels at rates provided through this Agreement, you will pay the Hotel an amount equal to 100% of the rate plus any applicable taxes and other charges (the "**Standard Room Charge**"). As between you and the Hotel, you will retain all amounts by which the price of a Travel Package exceeds the Standard Room Charge (the "**Guest Price**"). You will be solely responsible for, and will timely remit to the proper taxing authorities, any and all taxes, duties, charges and governmental fees that are applicable to the difference between the Guest Price and the Standard Room Charge.

DISCLOSURE: You must, and must take commercially reasonable steps to ensure that your Channels and your Other Channels: **(a)** advise all guests that they are responsible for payment of all charges over and above the Standard Room Charge (e.g., internet access); 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., resort charges) 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,

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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.

ANTI CORRUPTION AND SANCTION LAWS:

Company acknowledges that Hotel, its management company and/or their respective affiliates may be subject to, and required to comply with:

- (i) the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and other similar laws that prohibit the offering, making or receiving bribes or other inappropriate payments; and
- (ii) laws that prohibit or restrict Hotel from doing business with certain persons, entities or governments because of economic sanctions, trade sanctions or trade embargoes imposed, administered or enforced from time to time by any government, including the U.S. Treasury Department's Office of Foreign Assets Control and the U.S. Department of State, (together the "Anti-Corruption and Sanctions Laws").

Company acknowledges and agrees that Hotel, its management company and/or their respective affiliates, in furtherance of any of their obligations in respect of the Anti-Corruption and Sanctions Laws, may take any and all actions deemed necessary in their sole discretion to ensure continued compliance with the Anti-Corruption and Sanctions Laws, including, without limitation, immediate termination of this [Agreement] upon notice without liability.

PERSONAL DATA: Each party acts as an independent controller with respect to its processing of personal data in connection with this Agreement. Each party will comply with its respective obligations under applicable data protection laws with respect to its processing of such personal data. To the extent that either party provides personal data to the other party pursuant to this Agreement, the party supplying the personal data confirms that it has consent or another legal basis to provide the personal data to the receiving party and for the receiving party to process the personal data consistent with this Agreement, and in accordance with its applicable privacy policy. For clarity, nothing in this Agreement limits a party's ability to use an individual's personal data to the extent directed by, consented to or requested by such individual.

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.

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.

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FORCE MAJEURE: If acts of God or government authorities, natural disasters, 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.

ACCEPTED AND AGREED TO:

Organization:

Printed Name:	Alessandra Girardi	Signature:	<i>Alessandra Girardi</i>
Job Title:	Net Rates Director	Date:	05/Julio/2024

Hotel:

Printed Name:	Lana Ghawi	Signature:	
Job Title:	Multi-Property Director of Sales & Marketing The St. Regis Red Sea Resort Nujuma, a Ritz-Carlton Reserve	Date:	

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