

NUBA

2024-2025 FIT Agreement



Dear Partner,

I was delighted to hear that Tortuga Bay Puntacana will have the opportunity to put forth our 2024-2025 FIT Net Yieldable Rates.

Set along three miles of pristine white beaches and surrounded by our exquisite, vibrant gardens, and 105 acres, Tortuga Bay is the ideal setting for a Dominican escape. Junior Suites, 2-, 3- & 4-Bedroom Suites offer flexible options to fit any vacation plan.

The natural beauty of its surroundings, along with 400 meters of private, virgin white sand beach, along with the ample, elegant and spacious guestrooms will make your vacation a unique experience.

When you stay at Tortuga Bay you have access to world championship golf to a first-class spa, pioneering ecological park, and exquisite dining, we offer incomparable facilities. Take a romantic horseback ride on the beach at sunset or a scuba tour to dazzling coral reefs and mysterious sunken ships. With water skiing, sailing, tennis, life-sized chess, bike riding, a petting zoo, and so much more, no two days need be the same. Although that's not to say there is anything wrong with staking out a week-long claim somewhere along our exquisite beaches.

Our luxurious villas are elegantly decorated by none other than late world-renowned designer Oscar de la Renta. These 13 villas (30 units in total) offer uncompromised privacy and five-star relaxations for those seeking to unwind.

- Spacious indoor and outdoor relaxing sitting areas
- Separate kitchenette facilities per bedroom and oversized coralline stone bathrooms
- Plasma TVs and DVDs
- Personal Villa Manager Service attends to every 2 villas and can assist you in a wide variety of ways including private check-in, laundry, ironing and shoe cleaning.
- Air Conditioning
- 110 AC/DC
- Microwave / Oven
- Flat screen 41 inches Plasma TV
- Bathtub / Jacuzzi
- Separate shower
- Walk-in closet
- Bathrobe/Slippers
- Ceiling fan
- Coffee/tea maker
- Direct dial telephone/Voice mail
- Wi-Fi & Broadband internet connection (cable) from all rooms
- Private mobile phone to contact your Villa Manager
- Golf cart available during your stay
- Personal desk

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- Iron/Ironing board
- Lighted makeup mirror
- Fully stocked private bar with premium beverages (not included in the rate)
- Safety deposit box
- Toiletry items
- Hairdryer
- World Class Dining at:
 - a. Bamboo
 - b. La Yola
 - c. Playa Blanca
 - d. El Grill
 - e. Brassa Grill
 - f. Anani

- Bars:
 - a. Bamboo Bar
 - b. La Yola Bar
 - c. Playa Blanca Bar
 - d. Los Plátanos
 - e. Tortuga Bay Lounge
 - f. Don Queco Cigar Bar
 - g. Lobby Bar
 - h. Kite Bar
 - i. Iguana Cove

Come visit The Puntacana Village to sample an assortment of exceptional shops, restaurants, and art galleries. Bring the kids to the playground and enjoy an ice cream as you relax among the Caribbean architecture. Rent a movie to cap off the day, or stay out and experience our spirited nightlife at Punta Cava, our Village bar. Just a shuttle ride from Puntacana Resort, this lively village is a destination for all ages.

Rates are based upon the conditions outlined in the enclosed agreement. The agreement will become effective upon receipt of the signed agreement. Please sign and return original for our files via email.

Best regards,

Carmen Rosa de Torres
Hospitality Sales Director – Puntacana Resort

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**Tortuga Bay
2024-2025 F.I.T. RATE AGREEMENT**

Between:

NUBA

Contact: Alessandra Girardi

Title: Product Director

Address:

-SPAIN: Calle Serrano 96, Madrid 28006

-MÉXICO: Goldsmith 60, Polanco, México City,
11590

-USA: 10330 Lake Rd Suite F 25, Houston, TX
77070

Tel.: + (+34) 917454745

Fax: N/A

Email: alessandra.girardi@nuba.com

Web: www.nuba.com

And:

Carmen Rosa de Torres

Hospitality Sales Director

Puntacana Resort

Punta Cana, Dominican Republic

E-mail: reservationstb@puntacana.com

Website: www.tortugabayhotel.com

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We are pleased to confirm in this agreement the following arrangement:

| | | Winter | Easter Week | Summer |
|-------------------------------|--|---|---|---|
| TT.OO | | Jan. 3 rd , 2025 - Apr. 12 th , 2025 & Apr. 20 th , 2025 to April 30 th 2025 | Apr. 13 th , 2025 - Apr. 19 th , 2025 | May 1 st , 2025 - Dec. 22 nd , 2025 |
| OCEAN VIEW | | | | |
| Jr. Suite (2nd level) | | \$1,047 | \$1,172 | \$816 |
| Two Bedroom Suite (1st level) | | \$1,972 | \$2,111 | \$1,612 |
| Three Bedroom Villa | | \$3,036 | \$3,176 | \$2,460 |
| BEACH FRONT | | | | |
| Jr. Suite (2nd level) | | \$1,188 | \$1,328 | \$895 |
| Two Bedroom Suite (1st level) | | \$2,164 | \$2,324 | \$1,687 |
| Three Bedroom Villa | | \$3,247 | \$3,372 | \$2,503 |
| Four Bedroom Villa | | \$4,100 | \$4,471 | \$3,504 |

- The above **Yieldable Net Rates** are current as of the date of the agreement and subject to change.
- Above **Net** rates are based on an AP Meal Plan (Breakfast).
- Tortuga Bay Puntacana rates are per night per Suite/Villa.
- Local Taxes and Resort Fee are not included (18% of government taxes and 10% of Resort Fee)
- Cots and cribs are available for infants.
- Rates are invalid until the hotel receives this document along with the attached terms and conditions duly signed by the tour operator.
- Reservations are subject to availability and based on full pre-payment (except for pre-arranged credit).
- These rates are not to be published without being part of a package or with a minimum mark up of 20% if presented naked to direct clients.
- Rates are strictly confidential and should not be disclosed by the tour operator.

Tortuga Bay rates include:

- Roundtrip transportation between Punta Cana International Airport and the hotel.
- Personalized assistance for arrivals and departures through customs and immigration.
- Use of the VIP lounge at the airport (departure).
- Private check in at the villa and personalized Embajador throughout the stay.
- Full English Breakfast at our Bamboo restaurant.
- Mobile phone in each suite for convenient contact with the Embajador at all times.
- Special amenity upon arrival.
- Use of golf cart (one per level or two for the complete villa).
- Complimentary use of kayaks
- Access to all areas of the resort complex.

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- **Minimum stay:**

1-Easter week (Apr 13th- 18th, 2025) five (5) nights

2-President's Week (February 19th – 23th, 2025) four (4) nights

3-Thanksgiving (November 26th, - 30th 2025) four (3) nights

4-Christmas/New Year's (December 23rd 2025- January 02nd, 2026) is ten (10) nights, the reservation must stay through both holidays 24th and 31st.

Hotel closure for renovation: Sept. 15th – October 16th, 2025. All dates are blacked out.

MAXIMUM NUMBER OF PERSONS ALLOWED PER SUITE OR VILLA:

| Room Category | Price Includes | Maximum allowed including children |
|----------------------|----------------|------------------------------------|
| Junior Suite | 2 pax | 3 pax |
| Two Bedrooms Suite | 4 pax | 6 pax |
| Three Bedrooms Villa | 6 pax | 9 pax |
| Four Bedrooms Villa | 8 pax | 12 pax |

Children Ages: (0-4 years old)

Rollaway beds/Extra Pax are available at an additional cost of USD\$70 taxes included per night.

GROUPS:

These rates are not valid for groups. For group inquiries, please contact Reservations at Phone: (809) 959-TBAY (8229) or (809) 959-2222 ext. 7228, Fax: (809) 959-2223 or (809)-959-8230, E-mail: reservationstb@puntacana.com; grupos@puntacana.com.

CONFIRMATION:

A reservation will only be valid if the Tour Operator receives written confirmation from the hotel with a confirmation number.

RESERVATIONS:

Phone: (809) 959-TBAY (8229) or (809) 959-2222 ext. 7228

Fax: (809) 959-2223 or (809)-959-8230

Reservations 809.959.2222

Toll free from USA & Canada 888.442.2262

E-mail: reservationstb@puntacana.com

SEASONS:

Winter: January 03rd – April 12th // April 20th to April 30th 2025

Presidents Week: February 19th – 23th, 2025 - three (3) nights of minimum stay

Easter Week: April 13th – 18th, 2025 – five (5) nights of minimum stay

Off Season/Summer: May 1st – December 22nd, 2025

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CANCELLATION / NO SHOW / EARLY DEPARTURE POLICY

| Off Season Cancellation/No Show/Early Departure Policy | | Christmas & New Year's Cancellation/No Show/Early Departure Policy | |
|--|----------------|---|---|
| Limit | Penalty | Limit | Penalty |
| Up until 14 days prior to arrival | No charge | 90 days prior guest arrival | 50% Non-Refundable |
| Less than 14 days or No Show | Full charge | Less than 90 days prior guest arrival | Full charge |
| MINIMUM LENGTH OF STAY | None | MINIMUM LENGTH OF STAY | 10 Nights (stay must include 23 rd and January 1 st 2026) |
| Winter, Easter & President's Week Cancellation / No Show Policy | | | |
| Limit | | Penalty | |
| Up until 14 days prior to arrival | | No charge | |
| Less than 14 days or No Show | | Full charge of entire stay | |

PAYMENT POLICY

| Off Season Payment Policy From May 1st to Dec. 22nd, 2025 | Winter Jan 03rd to April 30th, 2025) | Christmas/New Year's Payment Policy From Dec. 23rd, 2024 to Jan. 02nd 2025 | |
|--|---|---|--|
| Limit | Limit | | Limit |
| Full payment 14 days prior to arrival. Guarantee Policy: 2 nights at the reservation time. Rest of the stay 14 days prior to arrival | Full payment 14 days prior to arrival. Guarantee Policy: 2 nights at the reservation time. Rest of the stay 14 days prior to arrival. | Up to July 01, 2025 | Full Payment 90 days prior to arrival. Guarantee Policy: 2 nights payment at the reservation time. Rest of the stay 90 days prior to arrival |
| | | After July 01, 2025 | Full payment |

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Cut-Off & Release Dates:

| <u>Season</u> | <u>Cut-Off Dates</u> |
|--|--------------------------------|
| Christmas Season (Christmas and NYE) From December 23 rd 2025 to January 2 nd 2026 | On Request |
| High Season (Winter) January 03 rd – April 12 th // April 20 th to April 30 th 2025 | On Request |
| Shoulder Season (Easter Week) April 13 th – 18 th , 2025 | On Request |
| Thanksgiving November 26 th , - 30 th 2025 | On Request |
| Low Season (Summer) From May 1 st to December 22 nd 2025 | 7 days prior to arrival |

Check in time is 4:00pm and check out time is 11:00 am.

EARLY BOOKING SPECIAL:

Promotion: 5% Off on all Contracted Rates for 2024-2025, reservations have to be requested three (3) months prior to the arrival at the hotel and date line for receiving the rooming list and total payment is one (1) month prior to the arrival. Not applicable to Christmas/New Year's Season.

FREE SALE:

All year long subject to stop sale and 48 hours to report, with the exception of **Christmas, Winter, Easter Week and President's Week** which all categories are **ON REQUEST** basis.

BILLING:

Payment via credit card: Hotel will send you a pre authorization form to charge in a credit card.

Note that only partners with a credit previously approved, can make payments through wire transfer to the bank account provided from our company. Any change on the bank account information will be informed exclusively through a formal addendum issue by the hotel; changes informed by email will not be valid.

INCIDENTAL CHARGES

Please be aware, each individual guest will be responsible for incidental charges to be paid upon departure. To guarantee these charges, we require a credit card at time of check-in. An authorization in the amount of \$150 per day will be assessed for incidentals. A cash paying guest must leave a deposit upon arrival in the amount of \$150 per day for the duration of their stay. If there is no cash deposit presented upon check in the hotel reserves the right to turn off the phone line, stop all movies, remove the mini bar and only allow the guest to pay in cash at all food and beverage outlets within the hotel.

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RESERVATION FORMS AND LITERATURE:

Any use of Tortuga Bay photography for the purpose of promoting your product must have prior written approval from Tortuga Bay's Sales Office. Any website or printed forms or literature pertaining to reservations must be reviewed and approved in writing by Tortuga Bay. This contract will be null and void if linked to a web site without Tortuga Bay's express written consent. In addition, these rates cannot be sold to any of Tortuga Bay's GDS partners. Additionally, contracted rates can't be sold directly to the public via website. If Tortuga Bay becomes aware that these rates are being sold to our GDS partners, and/or via websites, the contract will be immediately canceled.

SIGNAGE AND DISPLAYS:

No SIGNAGE of any kind or courtesy desk is permitted in the lobby or public areas. It will be our pleasure to coordinate these needs through our office.

CANCELLATION OF CONTRACT:

Either party can cancel this contract with 30 days written notice. Reasons for cancellation can be based on payment history and/or little or no-production.

In the event of renovation, construction or refurbishment of the hotel, or if the hotel for any reason be closed or sold to any third party, Tortuga Bay may cancel this agreement with sixty (60) days written notice.

MARK UP:

Your mark-up must be a minimum of 20%. If Tortuga Bay finds that your mark-up is lower than 20%, the contract will be cancelled immediately.

This Agreement is entered into by and between **Continental Travel and Tours Limited**, with address at 9700 SW, 164 Avenue, Miami, Florida, (hereinafter "CONTINENTAL"), and with offices in and hereinafter "TOUR OPERATOR").

"CONTINENTAL" owns exclusive rights to sale of certain allotments of hotel rooms (hereinafter "the hotel") and the TOUR OPERATOR desires to purchase from CONTINENTAL certain allotments of hotel rooms in exchange for the consideration, as hereinafter provided.

IF THE TOUR OPERATOR DOES NOT SIGN THIS AGREEMENT, RACK RATES OR PUBLIC RATES WILL BE APPLIED TO ITS CLIENTS.

RESERVATIONS OF ROOMS, RATES AND PERIODS

CONTINENTAL agrees to make available to TOUR OPERATOR free sale subject to stop sales with 48 hours to report and TOUR OPERATOR agrees to purchase the rooms.

Rates stated in the Exhibit(s) are understood to be in U.S. Dollars. All rates are net, non-commissionable, confidential, and are subject to change by prior written notice to TOUR OPERATOR. All rates are subject to any and all applicable government taxes and Resort Fee charges.

The rates quoted on an "AP PLAN" basis (i.e., Breakfast) are per room, per night and are subject to any and all applicable government taxes and Resort Fee.

It is agreed that payments will be effected in accordance with the terms and conditions set forth in Clause Three of this Agreement.

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CUT-OFF PERIODS

The cut-off period is understood to be the period of days set in page 7, said period of days being an amount of days prior to each arrival date. Once the cut-off period has elapsed, the hotel may dispose of any unused rooms, which have not been confirmed by TOUR OPERATOR.

PAYMENT

TOUR OPERATOR agrees to pay AS PER CONTRACT depending of the season before client's arrival for all days reserved, unless TOUR OPERATOR is subject to credit at CONTINENTAL pursuant to CONTINENTAL credit policies, which can be modified whit out prior notice from time to time.

TOUR OPERATOR agrees to maintain a floating deposit of _____ N/A _____ USD payable to CONTINENTAL to cover late bookings.

TOUR OPERATOR agrees that all payments shall be made in accordance with the Payments provision(s) set forth on the attached Exhibit(s).

CLIENT CLAIMS

Any and all possible discounts or deductions to CONTINENTAL's invoices due to complaints or claims made by the clients of TOUR OPERATOR must be previous and mutually agreed upon by TOUR OPERATOR and CONTINENTAL.

All client complaints or claims must be presented in writing to CONTINENTAL via the manager of the hotel during the client's stay. Any discounts or deductions unilaterally given or allowed by TOUR OPERATOR without complying with the provisions of Paragraph 4.1 above will be considered a breach of this Agreement and will permit CONTINENTAL to cancel this Agreement without notice and any further judicial intervention or process.

NO SHOWS, EARLY DEPARTURES AND CANCELLATIONS

If after TOUR OPERATOR confirms a reservation, TOUR OPERATOR's client(s) should not arrive, CONTINENTAL reserves the right to charge TOUR OPERATOR. Under such circumstances, TOUR OPERATOR agrees to pay the charges as set forth on the attached Exhibit(s) pertaining to the Cancellation/No Show/ Early Departure Policy provision(s).

CONTINENTAL must be advised in writing by TOUR OPERATOR of any cancellations within the time limits set forth in the Cancellation/No Show/Early Departure Policy provision(s) pursuant to the attached Exhibit(s). In the event CONTINENTAL is not advised in writing of cancellations within the allowable time period set forth in said Exhibit(s), TOUR OPERATOR agrees to pay in full the charges as set forth on the attached Exhibit(s).

PRESENTATION OF HOTEL SERVICES

Should the hotel, through no fault of its own, be unable to accommodate a client of TOUR OPERATOR, the hotel will use its best efforts to provide alternative accommodations in another hotel of the same quality until such time as the hotel has accommodations available. Should TOUR OPERATOR select an alternative hotel, any price differential between the alternative hotel selected by TOUR OPERATOR and the designated hotel will be borne by TOUR OPERATOR, unless CONTINENTAL specifically agrees to bear the additional charges prior to authorization of the alternative accommodations selected by TOUR OPERATOR. Should a client of TOUR OPERATOR not return to the hotel once accommodations are made available, any increase in price between the available accommodations will be paid by TOUR OPERATOR.

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STOP-SELL

CONTINENTAL reserves the right to request a stop-sell of TOUR OPERATOR's free sale provided that notification is given at least 2 days prior to the stop-sell period. All reservations already confirmed by the TOUR OPERATOR to their client(s) prior to the stop-sell request and that have not yet been reported to the CONTINENTAL will be honored by CONTINENTAL only if TOUR OPERATOR reports these to CONTINENTAL within **48** hours from the date in which the stop-sell request was made.

NON-LIABILITY

In all respects in connection with this Agreement, it is understood and agreed that CONTINENTAL represents for the limited, specific, and exclusive purpose of providing reservations only, and has no legal or other relationship to the business of the hotel. As such, CONTINENTAL shall have no legal or other responsibility or liability for any act, omission, injury, damage, loss, accident, delay, or irregularity of the hotel or any other party acting through, on behalf of, or as independent contractor for the hotel. It is also understood for all purposes that CONTINENTAL, does not do business in the United States of America.

DISCLAIMER:

CONTINENTAL shall not be liable for any claims, actions, causes of action, injuries, damages, losses, delays, or expenses arising out of or resulting from any of the following:

- (a) Any act or omission of any third party supplying services to CONTINENTAL including, but not limited to, air, land, or water transportation services
- (b) Any act or omission of any third party supplying accommodations to CONTINENTAL
- (c) Any act or omission of TOUR OPERATOR or THE HOTEL;
- (d) Quarantine;
- (e) Strikes;
- (f) Failure of aircraft, watercraft, or any other means of transportation to arrive or depart as scheduled;
- (g) Disturbances;
- (h) Discontinuance or change in transit or hotel services; and
- (i) Any other cause over which TORTUGA BAY has no direct control.

FORCE MAJEURE:

The provisions of this Agreement shall not be applicable, nor shall the parties to this Agreement be liable for damages to the other for any act, omission, or circumstance occasioned by, or in connection with, or as a consequence of, any acts of God, strikes, lock outs, or other industrial disturbances, sabotage, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, floods, storms, fires, washouts, arrests and restraints of rulers and peoples, civil disturbances, expropriations, breakages or accidents, the inability of either party to timely obtain necessary permits, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated, or otherwise, not within the control of the party claiming suspension in which, by the exercise of due diligence, such party is unable to prevent or overcome but provided, however, that the settlement of strikes or lock-outs shall be entirely within the discretion of the party having the difficulty, in that the above requirements that any force majeure shall be remedied with the exercise of diligence shall not require the settlement of strikes or lock-outs by acceding to the demands of opposing parties when such course is inadvisable in the discretion of the party having difficulty.

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CONFIDENTIALITY OF THE AGREEMENT:

TOUR OPERATOR and CONTINENTAL covenant and agree that all data and information relating to room allotments, prices, rates, and sales information related to this Agreement shall be strictly confidential. TOUR OPERATOR agrees that it will not voluntarily release or disclose room allotments, prices, rates, and sales information related to this Agreement to any person without the prior written approval of CONTINENTAL. TOUR OPERATOR and CONTINENTAL acknowledge and agree that the foregoing confidentiality provisions constitute a material term of this Agreement.

MODIFICATIONS OF THE AGREEMENT:

Any modification, alteration or amendment of the terms of this Agreement must be in writing and signed by TOUR OPERATOR and CONTINENTAL. CONTINENTAL may modify the Exhibit(s) at its sole decision and without any written consent from the TOUR OPERATOR.

ASSIGNMENT:

The rights and obligations of TOUR OPERATOR may not be transferred or assigned without the express written consent of CONTINENTAL. Any assignment or transfer of the rights and obligations of TOUR OPERATOR without the prior express written consent of CONTINENTAL shall be void and shall constitute an event of default allowing CONTINENTAL to terminate this agreement without notice and/or any judicial process without any responsibility to TOUR OPERATOR or any assignee thereof.

OFFSETS:

TOUR OPERATOR specifically waives any right to offset claims of TOUR OPERATOR against payments due to CONTINENTAL pursuant to any other provision of this Agreement or any other relation between them. No offset shall be allowed to TOUR OPERATOR against payments due to CONTINENTAL, unless such offset shall be previously authorized in writing by CONTINENTAL. Any attempt to offset in violation of this provision shall result in the termination of this Agreement.

ENTIRE AGREEMENT:

TOUR OPERATOR and CONTINENTAL specifically agree that this Agreement shall supersede any prior agreements between the parties. In the event of a conflict between the terms of this Agreement and any prior agreement between TOUR OPERATOR and CONTINENTAL, it is understood and agreed that the terms of this Agreement shall prevail.

JURISDICTION:

This Agreement shall be construed in accordance with the laws of the Republic of Dominican Republic. The parties hereby consent to the jurisdiction of the Courts of the Dominican Republic and venue in the Courts of Santo Domingo, Dom. Rep.

OPTION DATE:

We require a signed copy of this agreement by email prior to Tortuga Bay honoring this agreement.

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We look forward to a long and mutually successful relationship and appreciate your support.

Sincerely,

CONTINENTAL TRAVEL AND TOUR LIMITED

ACCEPTED BY

NAME: Alessandra Girardi

TITLE: Product Director

DATE: 12/08/2024

Alessandra Girardi