

WHOLESALE RATE AGREEMENT

This agreement is made between.

- A) Six Senses Zil Pasyon
Félicité Island, Seychelles
P.O. Box 696 - Angel Fish Bay Marina, Roche Caiman
Victoria, Seychelles
Tel : +248 467 1000
Email: reservations-zilpasyon@sixsenses.com
Prepared by: Craig Senior, Director of Sales and Marketing

And

- B) Nuba Expediciones S.L.
Tel: +34 917454745
Email: alessandra.girardi@nuba.net
Sent to: Alessandra Girardi

Issued: July 18, 2024

Validity: November 01, 2024, to October 31, 2025

1. ROOM RATES: VALID FOR WORLDWIDE

Currency: € - EUR (Euro)

Room Category	Units	Rate Based On	Maximum Occupancy	Shoulder Season Nov 01 -Nov 30, 2024 Jan 08 - Jan 23, 2025 Apr 26 - Sep 26, 2025	Low Season Dec 01 - Dec 20, 2024	Peak Season Dec 21, 2024 - Jan 07, 2025	High Season Jan 24 - Apr 25, 2025 Sep 27 - Oct 31, 2025
Panorama Pool Villa	11	3A	2A+2C or 3A+1C	1,750	1,700	3,075	2,055
Oceanfront Pool Villa	8	3A	2A+2C or 3A+1C	1,850	1,800	3,325	2,155
Pasyon Pool Villa	6	3A	2A+2C or 3A+1C	1,975	1,950	3,600	2,275
Signature Pool Villa	2	3A	2A+2C or 3A+1C	2,300	2,250	3,950	2,600
Two-Bedroom Pool Villa	1	5A	4A+2C or 5A	3,655	3,600	10,300	4,165
Two-Bedroom Signature Pool Villa	1	5A	4A+2C or 5A	3,855	3,800	10,550	4,400
Seascape - Three Bedroom Residence	1	7A	6A+2C or 7A	10,500	10,500	22,800	10,700
The Sanctuary - Four Bedroom Residence	1	9A	8A+2C or 9A	11,550	11,550	23,500	11,780
Ocean Sounds - Four Bedroom Residence	1	9A	8A+2C or 9A	15,225	15,225	27,000	15,530

Notes

- **All Rates are quoted in EUROS and are net, non-commissionable and inclusive of 10% service charge and 15% government tax, totaling 26.5%.**
- Government taxes, fees & charges may change without prior notice. The resort reserves the right to amend rates with immediate effect should there be any changes.
- Up to the maximum capacity of the room, the extra person:
 - Will be accommodated with an additional rollaway bed, inclusive of daily breakfast.
 - For a second child, the sofa shall be converted to a sleeping bed.
 - Children are defined as 11 years of age and under.
 - Children aged 0 to 11 years are complimentary when sharing with two adults.
 - Baby cots for infants are complimentary, available on request.
- All villas/residences are equipped with king-sized beds. German twinset up is available on request basis.
- All villas/residences are non-smoking rooms. Designated smoking areas are available at the resort, and outdoor decks of all villa types.
- Rates are NOT applicable for groups, conferences or meetings which are defined as 5 villas or more traveling together.
- **Minimum mark up of 25% on the above rates is required. The contract is null and void if partner fails to honor minimum markup requirements.**

Inclusions

- Choice of daily breakfast at Island Café or at the privacy of your villa/residence based on room's occupancy.
- 24-hour GEM (Guest Experience Maker) butler service
- Unlimited wireless internet access
- Welcome amenities.
- Complimentary usage of volleyball, croquet equipment and our games room, including pool table, Foosball machine and Pandora Box CX electronic game.
- Complimentary access to spa with use of steam, sauna plus 24-hour fitness centre.
- Complimentary usage of non-motorized water sports equipment ranging from kayaking, snorkelling, and stand-up paddleboard.
- Complimentary sustainability tour with highlights on organic garden and fruit orchard, sea turtle conservation projects, coral reef restoration initiatives, and other social and environmental projects.
- Complimentary scheduled weekly activities.
- Complimentary access to Grow with Six Senses, Trouloulou Kid's club for children 4 to 11 years of age.

Check-In/Check-Out

→ Check-in time is from 2:00 pm

Guaranteed early check-in can only be confirmed by reserving the night prior (equivalent to one night room charge).

→ Check-out time is 12:00 noon.

Guaranteed late check-out until 6:00 pm is charged at 50 percent of contracted rate. Advance booking required.

Guaranteed late check-out after 6:00 pm is charged at 100 percent of contracted rate (equivalent to one night room charge). Advance booking required.

Stay Restrictions

Season	Details
Peak Season	Three (3) nights minimum stay through 31 December 2024. No check-outs allowed for 31 December 2024.

2. MEAL PLAN SUPPLEMENTS

Meal Rates In EUR	Adults 12 & Above	Child 6 - 11 Years	Child 5 Years and Under
Half Board Dining	130	65*	Free of Charge for meals taken with their parents
Full Board Dining	190	95*	Free of Charge for meals taken with their parents

- * For stays between **01-20 Dec 2024**, meals for child up to 11 years would be complimentary.

Peak Season Supplements	Per Adult on BB	Remarks
Compulsory New Year's Eve - Dec 31, 2024	420	Child 5 years and under are free of charge. Child 6 - 11 years pay 25% of the adult rate
Compulsory Christmas Eve Dinner - Dec 24, 2024	190	Child 5 years and under are free of charge. Child 6 - 11 years pay 25% of the adult rate.

Children Policy

- 0 - 5 years: eat for free
- 6 - 11 years:
 - Breakfast is included.
 - Meal plan rates apply as per above grid.

Notes

- Rates are quoted in EUROS and are net, non-commissionable and inclusive of 10% service charge and 15% government tax, totalling 26.5%.
- Half board supplement includes dinner with three courses per meal.
- Full board supplement includes lunch and dinner with three courses per meal.
- Three courses are defined as one (1) starter, one (1) main course, and one (1) dessert item.
- Meals are either a la carte or set menus, each with three courses, available at Island Café, Ocean Kitchen or in the privacy of your accommodation.
- Tray charge for in Villa Dinning is SCR 300 per meal.
- Only one meal plan may be applied throughout the guest stay.
- All beverages (non-alcoholic and alcoholic) are at additional cost for guests confirmed on any meal plan, which includes bed and breakfast, half board, and full board.
- Additional costs may apply on top of the above supplements for premium item selections, special theme nights and destination dining experiences.
- Should guests arrive early at the resort and wish to have breakfast, a fee shall apply, corresponding to the standard breakfast price.

3. TRANSFER OPTIONS

Transfer Description	Duration	Transfer Type	Charge
From Seychelles International Airport to/from Six Senses Zil Pasyon: - one way Airbus Eurocopter EC120B (up to 4 passengers and 325 kg including luggage) 1 x soft suitcase per person is recommended.	20 minutes	Air Transfer	1,121 EUR* per helicopter, one way
From Praslin Domestic Airport to/from Praslin ERO Passenger Terminal: Standard Vehicle (Hyundai or equivalent, up to a maximum 4 persons plus luggage) - one way transfer Premium Vehicle (BMW or equivalent, up to a maximum 3 persons plus luggage) - one way transfer	20 minutes	Land Transfer	65 EUR* per standard car or 100 EUR* per premium car - one way
Boat Transfer (Praslin ERO Passenger Terminal, Praslin Island or La digue to/from Six Senses Zil Pasyon) Praslin/La Digue with Sense of Travel Praslin/La Digue with Sense of Adventure	20 minutes	Boat - Sense of Travel	EUR 225 per person, one way, min 2 people.
		Boat - Sense of Adventure	EUR 150 per person, one way, min 2 people.
Boat Transfer (Mahe to/from Six Senses Zil Pasyon) Mahe with Sense of Travel	120 minutes	Boat - Sense of Travel	EUR 1100 per person, one way, min 2 people.



Six Senses Zil Pasyon occupies one third of the total land of Félicité Island which is a short 20-minute transfer via either Six Senses Zil Pasyon's speedboat from Praslin or La Digue, or third-party helicopter service (operated by Zil Air) from Mahé.

General Terms and Conditions

- **Above rates are quoted in EUROS and are net, non-commissionable and inclusive of 10% service charge and 15% government tax, totalling 26.5%.**
- **Helicopter and vehicle transfers are supplied via 3rd party operators. Rates are subject to change at any time and the resort reserves the right to amend rates with immediate effect should there be any changes.**
- **Rates should be confirmed with reservations at the time of booking.**
- Boat transfer rates are based on a shared basis. Private transfer rates can be requested with reservations at the time of booking.
- Flight details must be provided to Six Senses Zil Pasyon in advance.
- Advanced reservations must be arranged (minimum of 48 hours priors), subject to Six Senses Zil Pasyon Reservations team's written confirmation.
- Should guests be travelling to/from other island resorts, separate transportation quotation can be provided by Six Senses Zil Pasyon, available only on request basis with reservations.

Helicopter Transfers Terms and Conditions

- Arrangements are confirmed via Zil Air (Pty) Ltd, an external third-party company, bookable only via Six Senses Zil Pasyon Reservations.
- Helicopter prices are quoted based on a transfer from Seychelles International Airport (SEZ) to/from Six Senses Zil Pasyon.
- Transfer Procedures:
 - Check in for transfers from Seychelles International Airport to the resort, take place at a dedicated Zil Air counter at the Domestic Terminal
 - Upon arrival and clearance of Immigration/Customs and collection of luggage, guests must exit the Arrivals Terminal and make their way directly to the Domestic Terminal. This is a 2 minutes' walk within the same terminal area
 - Guests are required to check-in at least forty-five (45) minutes prior to all flight departures.
 - Guests will be transferred via the airside to the Zil Air Base and or directly to the respective aircraft for their flights.
 - A lounge facility, either at the Domestic Terminal or the Zil Air base, will be available to guests should they have a long waiting period ahead of their flight.
- For any delays, Zil Air may impose an applicable penalty fee.
- Helicopter transfers may be arranged from other destination, available on request and different pricing, subject to availability.
- Helicopter flight departures are usually scheduled 90 minutes after your international flight landing time. Confirmed flight bookings do not guarantee an exact departure time as delays may be expected due to prevailing weather conditions and prevailing airport air traffic movement.
- The total weight restrictions are strictly imposed by Zil Air:
 - Airbus Eurocopter EC120B – up to 4 passengers including total luggage to not exceed the weight of 325 kg of maximum weight load. 1 x soft suitcase per person is recommended.
- Zil Air reserves the right not to allow boarding if the passengers exceed the allocated maximum weight load.
- Surfboards cannot be transferred by helicopter. To transfer surfboards, or any additional baggage that is beyond the maximum weight load, to and from Six Senses Zil Pasyon, the above minimum ground and water transfer charges will be applicable at the best possible schedule.
- Under VFR rules and regulations in Seychelles, all flights are operated only in daylight conditions, from 6:30 am to 5:30 pm
- All flights are conducted weather permitting and the pilot in command has the sole responsibility to decide to proceed, re-schedule, or cancel chartered flights should it be felt passengers' safety may be compromised.

Land Transfers Terms and Conditions

- Above charges include:
 - Meet and greet service with luggage assistance between Praslin domestic airport and Praslin ERO Passenger Terminal

- 20-minute drive between Praslin domestic airport and Praslin ERO Passenger Terminal

Water Transfer Terms and Conditions

- Above charges include:
 - Meet and greet service with luggage assistance on arrival at Praslin ERO Passenger Terminal
 - 20-minute speedboat transfers may be arranged between:
 - Praslin ERO Passenger Terminal to/from Six Senses Zil Pasyon
 - La Digue La Passe jetty to/from Six Senses Zil Pasyon (15 minutes)

4. SPECIAL OFFERS

Offer	Validity	Conditions
Extended Stay Offer (25%) - Stay 4 nights or more and receive 25% off.	Valid for all dates, except blackout dates as below: Dec 21, 2024 – Jan 7, 2025; Apr 12 to Apr 25, 2025	Valid for all villa types - <u>Excluding Residences</u> Combinable with arrival in style offer only.
Half Board Offer (25%) - Choose HB plan at the time of reservation to get an additional savings of EUR 80 for 4 nights (in addition to discounted Extended Stay Offer)	Valid for all dates, except blackout dates as below: Dec 21, 2024 – Jan 7, 2025; Apr 12 to Apr 25, 2025	Valid for all villa types - <u>Excluding Residences</u> Combinable with arrival in style offer only.
Early booking offer (15%) - Book 45 days or more in advance and receive 15% off	Valid for all dates, except blackout dates as below: Dec 21, 2024 – Jan 7, 2025	Valid for all villa types - <u>Excluding Residences</u> Combinable with arrival in style offer only.
Ultimate Playground Residences Offer (20%) - Stay 3 nights or more and receive 20% off.	Valid for all dates, except blackout dates as below: Dec 21, 2024 – Jan 7, 2025	Valid for all Residences only Combinable with arrival in Style offer only.
Festive Offer (15%) - Stay 3 nights or more and receive 15% off. Book by September 30, 2024.	Dec 21, 2024 – Jan 07, 2025	Valid for all villa types including Residences.
Arrive in Style - Stay 10 consecutive nights or more and receive complimentary return helicopter transfers from SEZ airport - 1 x 4-seater per way.	Nov 01, 2024 - Oct 31, 2025	Valid for all villa types & Residences - <u>Excludes Panorama Pool Villas</u> Combinable with all offers

Notes

- Offers are **NOT combinable**. Only **Arrive In Style Offer** can be combined with other offers.
- The Extended Stay offer, and Arrival in Style offers require the stay to be consecutive, continuous nights to receive the discount.
- Arrival in Style offer is combinable with all offers and is restricted to one helicopter per villa or Residence. The offer excludes the Panorama Pool Villas.
- Offers are applicable to FIT bookings only.
- Percentage discounts are only applicable to net room rates based on contracted occupancy per category. Discounts are not to be applied to extra person supplements, meal plans, transfers, or any other charges.
- All offers are combinable with honeymoon and wedding anniversary benefits.
- Offers are **NOT** applicable for groups, conferences or meetings which are defined as 5 villas or more traveling together, nor industry/travel agency rates.
- All offers are subject to stop sales at any time in writing via email.

5. HONEYMOONER'S/WEDDING ANNIVERSARY BENEFITS

Stay for a minimum of four (4) nights and receive:

- Upgraded welcome amenities and bottle of sparkling wine.
- Honeymoon/wedding anniversary special cake.
- 60 minutes Six Senses couple's signature massage.
- Exclusive sunset experience including a bottle of sparkling wine and assorted canapés.

Notes

- Honeymoon/ Wedding Anniversary Benefits valid all year round and combinable with all offers.
- Valid for all villas types and Residences
- A wedding certificate must be submitted upon reservation or at the check-in at the resort.
- Honeymooner benefits can be claimed up to six months after the wedding date.
- Wedding anniversary benefits are valid for all anniversaries, provided that the anniversary date falls \pm 15 days from the guest's stay date.
- Benefits are based on 2 pax. Should the guest wish to add more people to any of them, additional charges apply.

6. BILLING TERMS AND CONDITIONS

Prepayment and Cancellation

		Shoulder and Low Seasons Nov 01 - Dec 20, 2024 Jan 08 - Jan 23, 2025 Apr 26 - Sep 26, 2025	Peak Season Dec 21, 2024 - Jan 07, 2025	High Season Jan 24 - Apr 25, 2025 Sep 27 - Oct 31, 2025
Villas	Full Prepayment	30 days	90 days	45 days
	100% Cancellation Charge	30 days or less	90 days or less	45 days or less
Residences	Full Prepayment	30 days	90 days	60 days
	100% Cancellation Charge	30 days or less	90 days or less	60 days or less

Prepayment of bookings (including accommodation charges, meal plans supplements, transportation fees) is required within the above periods prior to guest arrival. After the cancellation threshold, the prepaid amount will be fully non-refundable.

Once payment has been received by the Resort, a written confirmation/acknowledgement will be sent out.

For Bank transfer payments:

- Kindly send a copy of the bank remittance slip
- Bank verification formalities may take up to seven (7) working days.
- All overseas bank charges must be paid by the contracted partner.
- All applicable local bank charges will be shouldered by the Resort.
- The Resort reserves its right to release all rooms not guaranteed by payment unless separate written arrangements have been agreed between the Resort and the contracting Party.
- Changes or cancellation must be advised to the Resort on or before the above stipulated cut-off periods.
- Should there be any refund transactions, corresponding bank processing fees shall be deducted on the amount.

Credit Facilities

- If credit facilities have been established, the rates on this contract are conditional on payment being received by the hotel no later than 30 days from the date of invoice.
- Where credit facilities have been approved and there is a failure to effect payment of any outstanding amount within the credit period, the hotel reserves the right to withdraw the credit facility and refuse any new bookings on a credit basis until all outstanding accounts are settled. At its option, the resort may also cancel your credit privileges, which could lead to cancellation of credit privileges at other Six Senses Hotels Resorts Spas.
- Invoicing will be in the currency of the contract (EUR).
- In addition, where accounts are not paid within thirty (30) days after the billing dated, a 1.5% per month late payment charge will be assessed. In the event of a disputed charge, the balance due less the disputed amount is to be paid while the disputed item is reviewed with the hotel.



Bank Account Details

EUR Account

Payments will be made direct to	Six Senses Zil Pasyon
Wire transfer to	Zil Pasyon Resorts Ltd
Bank	Nouvobanq SIMBC Victoria House
Account Number (IBAN) Saving Account No.	2100 2060 8000 33
Bank Address	P.O. Box 241, Victoria, Mahe, Seychelles
SWIFT Code	NOVHSCSC
Corresponding Bank	Standard Chartered Bank, Frankfurt
Corresponding Bank SWIFT Code	SCBLDEFX

Payment by the contracted party by credit card will incur a surcharge of 1.75% for Visa and other major credit cards, or 3.5% for Amex credit cards. Any refunds to the contracted party, to a credit card may be subject to surcharge fees.

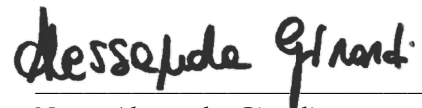
TERMS AND CONDITIONS

- 1) Rates are inclusive of 10% service charge & 15% government tax are non-commissionable and quoted in EUR. Any future change in government tax charges will be effective immediately from the date of implementation. Rates are based on three adults sharing unless specified.
- 2) Rates quoted are applicable only to tour operator clients.
- 3) Rates quoted are not applicable to individual commercial business travelers or corporate accounts.
- 4) Rates offered are applicable only if reservations are made directly to the resort.
- 5) All bookings made on www.sixsenses.com at applicable online room or package rates are eligible for 10% commission (before taxes & service charge), provided that the online rates and packages are eliminating the margin of the tour operator, taking all special offers valid for the respective period into consideration.
- 6) The tour operator is not entitled to offer accommodation at the resort to third parties at rates higher than the resorts' published tariff prevailing at the time of intended occupancy. The resort shall advise the tour operator of the tariff changes as and when these occur.
- 7) **Confidentiality:** All information and rates offered in this agreement are strictly confidential and may not be disclosed to third parties for any reason or purpose.
- 8) Rates are not valid for internet portal sites. Should tour operators wish to promote their packages on the internet, any daily room rates shown on websites must include a minimum 25% mark up, or at least be equal to the daily rate published in the tour brochure.
- 9) **Check-in/ check-out times:** Check-in is at 2:00 pm and check-out is at 12:00 noon. Late check-out charges: until 6:00 pm, 50% of contracted rate, after 6:00 pm 100% of contracted rate (not applicable during peak season).
- 10) **Groups:** Any reservation of five (5) rooms and above is considered a group, which requires a separate group quotation that can be obtained from the DOSM managing the property.
- 11) **No-show & early check-out policy:** In the event that an individual or entire group does not arrive, arrive later than the confirmed arrival date, or departs earlier than the confirmed departure date the tour operator shall be held responsible for payment computed at the equivalent for the full originally booked length of stay.
- 12) **Reservations procedure:** All reservations must be made in writing by email. All bookings/ amendments/ cancellations must be reported immediately to the reservations department, in compliance with our T&C's.
- 13) **Cancellations:** Save and except where deposits have been duly paid in accordance with the above, the resort reserves its absolute right to release all rooms if the requirements herein stated are not fully met within the time limit stated. The resort also reserves the right not to allow changes in dates of reservations and guests' name with an original booking confirmed. The resort will inform with each reservation the time limit (cut off period) of each reservation to observe all points stipulated in this contract. The resort reserves its absolute right to release the room reserved without any prior notice if the conditions in this contract are not observed. All deposits made for any reservation are non-refundable and non-negotiable if cut-off periods/cancellation notices are not observed. Please note that cancellations will not be accepted until they have been confirmed by the resort by e-mail.
- 14) **Stop Sale Procedure:** The resort reserves the right to request a stop-sale to the business partner.
- 15) **Renovation:** The resort reserves the right, upon giving reasonable notice to the tour operator, to close any part of its facilities and to carry out repairs, renovations, and upgrades to the facilities from time to time and at any time as it deems fit in its absolute discretion.

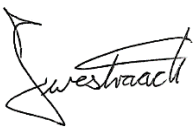
- 16) **Change of ownership:** The resort must be informed in writing at least 30 days prior the effective date of any change to ownership or management.
- 17) **Force Majeure:** The resort shall be relieved of its obligations hereunder in the event and to the extent its performance of this agreement is delayed or prevented in whole or in part by any cause beyond its control, including, without limitation, acts of God, change of laws, war or hostilities (declared or not), civil unrest, fire, flood, earthquake or explosion, sale, seizure of the resort under legal process, strikes, lockouts or labor stoppages or any other circumstances beyond the control of the resort that makes it impossible for the resort to operate fully or partially.
- 18) **Exclusion of Liability:** It is agreed that the resort and the resort company shall not be liable to the tour operator or any other person for any loss, damage, liability, expenses or costs suffered or incurred by the tour operator or any member of any booking(s), including any loss, damages, liability, expenses and costs arising from any loss of, damage to or theft of property, unless such loss, damage, liability, expenses and costs resulted directly from the gross negligence or willful default of the resort or the resort company.
- 19) **Termination:** A) This agreement may be terminated by the resort immediately in the event of any breach by the tour operator of (a) its payment obligations under this agreement; or (b) its other obligations under this agreement which, if in the opinion of the resort is capable of remedy, is not remedied to the satisfaction of the resort within 30 days (or such shorter period as the resort may require) from the date of notice from the resort. B) Either party may terminate this agreement for any reason whatsoever by giving the other party 15 days prior written notice of termination. C) Upon termination of this agreement, the tour operators' credit arrangements (if any) shall automatically cease and all amounts due or owing by the tour operator to the resort under this agreement shall be immediately due and payable. The resort shall be entitled to levy a late payment charge on any outstanding and overdue sum at the rate of 1.5% per month from the due date until the date on which full payment is made. D) Any termination of this agreement shall not prejudice any of the party's rights or obligations that have accrued prior to termination and shall not relieve the tour operator's duty of confidentiality.
- 20) **Transfer of rights:** The tour operator may not assign or transfer any of its rights and obligations under this agreement.



Name: Craig Senior
Title: Director of Sales and Marketing
Company: Six Senses Zil Pasyon
Date: July 18, 2024



Name: Alessandra Girardi
Title: Nuba - Net Rates Director
Company: Nuba Expediciones S.L.
Date: 18/07/2024



Name: Frans Westraadt
Title: General Manager
Company: Six Senses Zil Pasyon
Date: July 18, 2024

Name:
Stopsale contact email:
Company:
Date