

2024-2025 TRAVEL AGENT AGREEMENT

This Travel Agent Agreement (the “Agreement”) is effective for bookings with a stay period from
Sep 1, 2024 -Aug 31, 2025.

BETWEEN: **MUWA NISEKO (H-SUMMIT)** (the “Company”), a company organized and existing under the laws of Hokkaido, Japan, with its head office located at:

〒044-0080 Hokkaido, Abuta District, Kutchan, 10-1, Niseko Hirafu 1-Jo 3-chome

AND: **NUBA TRAVEL (the “Agent”)**, a company organized and existing under the laws of Mexico, with its office located at: **Goldsmith 60, Colonia Polanco, Ciudad de México, México**

WHEREAS the Company desires to engage the services of the Agent in the capacity of independent travel agent in the Territory, as hereinafter defined, and the Agent desires to provide his services to the Company in the capacity of independent travel agent on the Terms and Conditions hereinafter set out.

Now, therefore this Agreement witnesses that in consideration of the premises and mutual covenants and agreements hereinafter contained, is agreed by and between the parties hereto as follows:

1. TERMS OF AGREEMENT

This Agreement shall become effective on the date of its execution mentioned on page one hereof unless otherwise updated by the Company. This Agreement is specifically bound to this Agent and/or its constituents and cannot be transferred to another agent without the Company’s approval.

The Company reserves the right to terminate the Agreement if the Agent violates the Company’s Terms and Conditions as well the Agreement contained herewith.

2. SALE OF PRODUCT

- a) The Agent agrees to promote and sell the Company’s accommodation directly to its clients or constituents and use the Company’s marketing collaterals (pictures, floor plans, descriptions, etc.) on its own websites and other communication channels. Ownership of these collaterals will remain exclusive to the Company and cannot be used in any way other than what is intended.
- b) The Agent agrees to sell the Company’s accommodation in accordance with the agreed rates. The Agent is allowed to increase the rates when packaging any services. However, under no circumstances will the Agent sell a room at a lower price than what is agreed.
- c) The names “MUWA NISEKO” and “MUWA” will remain exclusive to the Company. The Agent is not allowed to bid on these keywords on Google AdWords or any other similar platforms.

3. SCHEDULE AND COMMISSION

- a) The Agent agrees to the following payment schedule and commission for accommodation bookings.

2024-25 Season	Valid for bookings with stay period Sep 1, 2024 – Aug 31, 2025
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T +81 136 23 1010
E-Mail: reservation_niseko@muwa.com

Sales & Marketing office: 4-2-2 Kita 3 Jo-Higashi, Kutchan,
Abuta District, Hokkaido 044-0003 JAPAN

Commission	10%
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- b) The agent will receive a NET invoice with the payment link along with the booking confirmation.
- c) **There is a 15M cumulative annual sales target in order to retain the same commission for the next year, commissions for partner agents that do not reach this Sales Target will be subject for review.**
- d) Unless otherwise stated in the promo details or confirmation email, the Payment schedule and payment method will be as follows:

SUMMER	April to November
Payment Schedule	Full payment required to secure a booking
Payment Method	Bank Transfer only

WINTER	December to March
Payment Schedule	20% deposit due upon booking, Final payment due 60 days before stay
Payment Method	Bank Transfer only

4. RATES

- a) Room Rate will be based on agreed rates which can be the same or higher than Rack.
- b) All rates, charges and payments will be in Japanese Yen.
- c) The rooms can be sold independently or with a package.
- d) Rates are subject to review and will follow the rate plan based on the schedule, any changes in the rate or rate schedule will be communicated to agents.
- e) The NET rate will be computed after any discount (if any) has been applied.

5. MINIMUM NIGHTS and ALLOTMENTS

- a) Minimum night's stay for summer and winter will be as per rate schedule, subject to change and communicated with the agent.
- b) MUWA Niseko reserves the right to hold or limit inventory for any room type to any 3rd party agent and/or upgrade the or substitute the or upgrade accommodation with a comparable standard when unavoidable.
- c) MUWA Niseko reserves the right to substitute or upgrade accommodation with a comparable standard when unavoidable.

6. BOOKING PROCEDURE

- a) Quotations should be based on the MUWA Niseko website.
- b) Booking requests should be done through email or phone call.
- c) Booking requests will be processed sequentially on a first come first serve basis.
- d) Bookings are considered valid once a temporary booking hold confirmation email has been sent.
- e) Bookings are only secured if the deposit payment is paid.

7. DEPOSIT

- a) Any instance where a deposit is required, the deposit amount will be confirmed by MUWA Niseko staff in writing or will be indicated in the Promo Terms and Conditions.
- b) Failure to pay the deposit on the due date will result in booking cancellation.

8. PAYMENT OF BALANCE

- a) Agent is responsible for making the payment within the specified due date as per the booking confirmation.



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- b) If the balance is not paid on or before the specified due date, MUWA Niseko will consider the booking to be canceled and the cancellation fees will apply accordingly.
- c) Accommodation payment is strictly through bank transfer with bank transfer details below.
- d) All outstanding fees should be settled prior to check in.
- e) All in house charges should be paid upon check out. MUWA Niseko reserves the right to charge the guests' credit card if any outstanding balance has been determined.
- f) In cases where the credit card is declined, we will notify the agent of this so the agent can charge the guest on our behalf.
- g) All balance payments after check in will be charged using guests credit cards.

9. CANCELLATIONS and REFUNDS

- a) Cancellations are considered as any changes in the apartment type or check in and check out dates. Changes to guests' names and number of guests are not considered as a cancellation.
- b) Unless otherwise mentioned in a promo offer or confirmation email, the cancellation policy for both summer and winter are as follows:

SUMMER	April to November
Cancellation Policy	Full refund up to 3 days before check in.
	100% of room charge if canceled 2 days before check in.

WINTER	December to March
Cancellation Policy	Both deposit and final payment are non-refundable

- c) Refunds, if there are any, will be initiated upon cancellation confirmation by email.
- d) Agents are responsible for providing the bank transfer details for refunds, please allow up to 14 days for the refund to be reflected.

10. BEDDING CONFIGURATION and EXTRA BEDDING

- a) All MUWA Niseko beddings are fixed by design. We cannot accommodate any request for change in the bedding configuration. The Bedding configurations will be included in the rate sheet.
- b) Apart from the Murphy bed which is included in the 1.5 bedroom and the 2.5 bedroom options. We do not have any extra bedding or futons available. As such, we cannot accept any additional adult up to the standard occupancy.

11. CHILD POLICY

- a) Infants and children from 0 – 6 years old can stay for free in excess of the standard occupancy but limited to 1 child per bedroom. Infants and children in excess of the standard occupancy will not be included in the breakfast count. Breakfast for additional children can be purchased at the restaurant directly.
- b) Complimentary baby cots / high chairs are available for infants (0 – 2 years old). Baby cots and high chairs are of limited quantity and will be on a first come first served basis.
- c) All guests from 7 years old and above are considered adults.

12. ARRIVAL/ DEPARTURE and CHECK IN/ CHECK OUT

- a) Agents are responsible for providing the arrival / departure details for their guests, the arrival / departure information including flight details and transportation options.
- b) Arrival and departure information should be provided at least 2 weeks before arrival.

- c) Winter shuttle services from Kutchan station are available for guests that are arriving / departing by train; we may not be able to accommodate the guests if this information is communicated less than 2 weeks before arrival.
- d) Check in time is from 15:00 and Check out time is from 10:00.
- e) Early check in (before 15:00) will incur 100% room charge.
- f) Late check out (until 12:00) will incur 20% room charge, late check out after 12:00 will incur 100% room charge.

13. SECURITY DEPOSITS FOR DAMAGES

- a) Agents are required to inform the guests that the guests' credit card details will be required upon check in as a security deposit for any damages including smoking inside the room.
- b) It is the guests' responsibility to pay for any loss or damage to the accommodation, furniture, fittings, keys and other effects during occupancy.
- c) In case the credit card is declined or the guests refuse to pay, the agent will be held liable for all damages incurred by the guests at the time of stay.

14. CLEANING SCHEDULE

- a) Unless otherwise stated in the promo details or confirmation email, the cleaning schedule will be daily clean (trash collection and towel change) for every 3 days and a mid-clean (trash collection, towel & linen change, vacuum) every 4th day.
- b) Additional cleaning is available on request and subject to a fee and is non-commissionable.

15. SMOKING and PETS POLICY

- a) Smoking is prohibited throughout the hotel (including balconies & terraces) and an additional cleaning fee will be charged. In addition, any costs from any inconvenience experienced by the next guest including deodorization or arranging an alternative guest room will be invoiced and paid for by the guests.
- b) Pets are not allowed to stay at the hotel. Service dogs are allowed in accordance with the Assistance Dogs for the Physically Challenged Act.

16. TRAVEL INSURANCE and LIABILITY

- a) MUWA Niseko operates wholly in Japan and the law of Japan applies to all services provided. Where services are provided by the agent and principals the bookings are made subject to the terms and conditions of the agent or principal.
- b) We expect guests to protect themselves against all risks of travel, including the possibility of having to cancel a holiday or alter travel dates, with appropriate Travel Insurance which they arrange at the time they pay their deposit.

17. TERM / TERMINATION

- a) This agreement between the Agent and MUWA Niseko (H-SUMMIT) is valid as indicated in "Agreement" effectivity
- b) MUWA Niseko (H-SUMMIT) may terminate this Agreement by providing written notice of not less than 30 days. Any commission owed to the Agent at the date of the Termination is payable to the Agent.
- c) Agent contract may be terminated if the agent does not meet the above booking conditions.

18. DISCLAIMER

- a) This contract is contingent upon MUWA Niseko (H-SUMMIT) approval of the Travel Agent License presented by the Partner Agent, In the event that the license is not accepted by MUWA Niseko, this contract may be subject to cancellation or renegotiation. Both parties acknowledge and agree that

the final decision regarding the acceptance of the Travel Agency License rests only with the Company and neither party shall hold the other liable for any consequences arising from this decision.

19. BANK TRANSFER DETAILS

Agents are required to settle all payments through the bank details below.

Beneficiary Bank Details

Beneficiary bank name: SUMITOMO MITSUI BANKING CORPORATION
Beneficiary branch name: Sapporo Branch
Beneficiary bank and branch address: 4-2-2, Kitaichijonishi, Chuo-ku, Sapporo-shi, Hokkaido, 060-0001, Japan
Swift code: SMBCJPJT

Payee Bank Account Details

Beneficiary Bank account name: GK H-SUMMIT
Beneficiary Bank account number: 301-8133375
Bank account type: Futsu (ordinary)
Beneficiary home address: 4 chome 2-2, Kita 3 Jo Higashi, Kutchan cho, Abuta gun, Hokkaido 044-0003, Japan
Beneficiary Phone Number: +81 136 23 0955
Currency: JPY

IN WITNESS WHEREOF, MUWA Niseko (H-SUMMIT) and the Agent, entered into the above Agreement, as of the day indicated below their signature. One original copy is to remain with the agent and the other with MUWA Niseko (H-SUMMIT)

On behalf of the Company:

[SEAL / INITIALS]

Signature:



Name: Park Jae Young

Position: General Manager, MUWA NISEKO (H-SUMMIT)

Date: September 4, 2024

On behalf of the Agent:

[SEAL / INITIALS]

Signature:

Name:

Sofia Suarez

Position:

Product Director Americas

Date: September 4, 2024

