



February 19, 2025

**FOUR SEASONS MEXICO CITY
WHOLESALE DYNAMIC NET RATE AGREEMENT- F.I.T. PROGRAM
PREPARED EXCLUSIVELY
FOR**

Isabel Flores

Nuba Incoming México Product Manage
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CDMX



This Wholesale Net Rate Agreement (this “**Agreement**”) is between **NUBA EXPEDICIONES DE MÉXICO** hereafter referred to as the “**Company**”, and **Inmobiliaria Nacional Mexicana S.A. de C.V. d.b.a. Four Seasons Hotel Mexico City** hereafter referred to as the “**Hotel**”. For so long as Company satisfies the criteria set out in Exhibit A of this Agreement (the “**Criteria**”), Company will be deemed an authorized distributor under the selective distribution system operated by Four Seasons (an “**Authorized Distributor**”). For the purpose of this agreement, a “**Program**” is a periodic arrival of [F.I.T.] guests on a continuous basis over a specified period. This agreement is only valid for the Company and cannot be distributed to any other Affiliate without prior approval of the Hotel.

The net rates (“**Net Rates**”) of this Agreement set out below are effective for travel February 01, 2025 through January 31, 2026 and any party may terminate this Agreement at any time by giving thirty (30) days written notice of termination. This Agreement shall terminate immediately in the event that Hotel ceases to be managed by Four Seasons Hotels Limited or one of its affiliates. Notwithstanding the foregoing, during the term of this Agreement, Hotel may submit updated or revised rate and property information to Company. If Hotel submits room or rate changes to Company after this Agreement terminates, then the terms of this Agreement shall apply to any bookings made by guests for such rooms, unless the parties have mutually agreed in writing to different terms.

1. RATES

- (a) The net rates (“**Net Rates**”) of this Agreement are based on a fixed margin of 20 % from the Hotel public best available rate (“**BAR Rate**”) including offers (**Mexico City Getaway - 15% Off, 4th night free**). Net rates (“**Net Rates**”) are provided by Hotel to Company for inclusion in packages or programs where the Net Rate will not be disclosed to consumers directly or to any unauthorized parties. Company must bundle rooms with high value

components (such as air, ground transportation) and ensure that the bundled rate is substantially higher than the room only rate available directly on the Property Channel (as defined below). For the avoidance of doubt, nothing in this Agreement shall prevent Company from advertising the package price (covering the total combined price for the room, transportation and related components – including Company’s margin).

The Hotel sells rooms at a variable room rate which fluctuates based on various market factors. Net Rate is calculated based on the above fixed percentage of the prevailing variable BAR Rate at the time of booking.

Hotel shall set the Net Rates for rooms to be (a) at least as favorable as the rates, rules, terms, and conditions Hotel offers to or sets for rooms made available for booking through any Property Channel. **“Property Channel”** means those distribution channels, through which Hotel makes its rooms available, including any web site operated by Hotel. Company is provided the Net Rates for the company specified in this Agreement. Access to Net Rates may be extended by Company to an Affiliate, provided that such Affiliate satisfies the Criteria and so would also be deemed an Authorized Distributor (and is approved by Hotel, as provided herein). **Net Rate must remain confidential and not be revealed to consumers or end-users.**

Such net rates are applicable exclusively for the following room types

Room Type
Superior Room
Deluxe Room
Executive Suite Burdeos
Executive Suite Reforma
Executive Suite Courtyard
One Bedroom Suite

During the term of this Agreement, Hotel may revise the Net Rate, policies and property information and provide same to Company.

MINIMUM LENGTH OF STAY: 2 consecutive nights

BLACKOUT DATES: October 23-26, 2025

RATES PER ROOM PER NIGHT:

- All rates are in US Dollars
- Rates subject to 16% Value Added Tax + 3.5% Occupancy Tax (Taxes are subject to change)
- Rates per room per night are net and non commissionable

Maximum Occupancy:

- 3 people (2 adults + 1 child or 3 adults. Third adult will apply the extra charge below)
- Extra Adult US\$90.00 (Tax and no-breakfast are included)
- The hotel will consider as an adult any person above 18 years old.
- Rates subject to availability at time of booking.

(All rates are quoted in US dollars and if payment is in Mexican Pesos, must be at the Hotel day’s exchange rate).

MEAL PRICES for additional adults or Children:

These meal rates only apply to venues as stated and are not applicable when quoting for private functions. All meal rates are net, non commissionable.

BREAKFAST PRICES 2025
Third Adult \$38.00 USD (16% tax included)
Children under 18 years old \$19.00 USD (16% tax included)
Prices are subject to 15% service charge
Breakfast is at Zanaya Restaurant and reservations are highly suggested

(All rates are quoted in US dollars and if payment is in Mexican Pesos, must be at the Hotel day's exchange rate).

SUMMER OFFER:

Special promotional offer exclusive to NUBA EXPEDICIONES DE MÉXICO, effective from **July 1st to August 31st, 2025**. Bookings confirmed during this period will included \$50 USD hotel credit per stay and with breakfast included for up to 2 people.

TERM AND CONDITIONS: this promotion will apply to stays with a minimum duration of 4 nights.

2. COMPANY OBLIGATIONS

- (a) Reservations must be booked directly with the hotel to obtain the applicable rates on a case by case basis.
- (b) All Hotel content including but not limited to property information, services and facilities, room descriptions, images, policies, taxes and fees shall be obtained directly from Hotel. Available rate inventory images will be provided through Hotel's image library distributor.
- (c) Unless otherwise agreed in writing by Hotel, Company will not and will not permit any party directly or indirectly in its distribution channels to market rooms as an unpackaged, room only product. Company agrees that it will not sell any Hotel inventory that has not been supplied directly by Hotel or another Authorized Distributor pursuant to this Agreement.
- (d) The Company bears no risk for failing to book any of the rooms. Nothing in this Agreement constitutes a sale or rental of rooms to Company.

3. TAXES AND SERVICE CHARGES

- (a) Unless Hotel communicates in writing to Company otherwise, Company shall collect all applicable local charges and government taxes from guest and shall provide to Hotel the percentage taxes based on the Net Rate (or such rate as applied to the guest) and the full amount of flat taxes. Hotel shall remit all such taxes to the taxing authority as required by law. Company shall collect all fees and Hotel service charges from guest and shall pass the full amount collected of all such fees and charges to Hotel. In the event Hotel becomes liable for any tax payable on the margin, Company shall provide such amount to Hotel for remitting to the appropriate tax authorities.
- (b) All local and government taxes fees and Hotel service charges are subject to change without prior notice. Should the local authorities and/or government increase the types or rates of taxes, the Hotel will apply and enforce the new taxes or rates. Tax rates applicable to rooms shall be updated by Hotel on the website. Hotel is solely responsible for the accuracy of such tax rate information and for the accuracy of any changes

4. LIMITATIONS

- (a) The Rates are available solely for individual leisure travel. Rates do not apply to business travel, meetings, conferences or groups. Any such booking shall have the best available rate apply or may be cancelled by Hotel in its sole discretion.
- (b) Reservations consisting of **10 rooms** or more rooms are considered group bookings ("**Group Bookings**"). Contract Net Rates do not apply to Group Bookings. Unless otherwise specified by Hotel, the terms and conditions of the Agreement, with the exception of sections related to rates, cancellation, invoicing and payment, shall govern Group Bookings. It is anticipated that rate, cancellation and payment terms and conditions will be specifically negotiated in a separate writing signed by the Parties for each Group Booking. In the event no such separate writing is executed, Net Rates will not be valid and the published rate will govern such Group Booking. Any booking for an attendee of a convention/conference shall have the convention/conference rate apply or, the booking may be cancelled by Hotel in its sole discretion.
- (c) **The Net Rates are and shall remain strictly confidential**, except that Company may disclose the Net Rates to its employees, lawyers and accountants. Unauthorized disclosure by Company may result in termination of the Agreement. The Company agrees not to publish or otherwise disclose to the public the Net Rates in any medium.
- (d) The Net Rates are valid only for wholesalers engaged in programs directly or through their portfolio of accounts ("**Program**"). The Program is required to function as a package, including the hotel accommodation, travel and other services distributed through retail travel agencies. Company must promote the Hotel as full service luxury hotel or resort.
- (e) Availability of rooms and rates are as determined by Hotel in its sole discretion and are fully yieldable by Hotel. Blackouts, restrictions, special event policies, and minimum stays may apply at the option of Hotel
- (f) Hotel may cancel, with notice, any booking made in breach of the terms set out in this Agreement. Company acknowledges the importance to Hotel that Company and any Affiliate adhere to the terms in this Agreement. In the event Company or an Affiliate is not in compliance with the terms, Hotel shall provide notice in writing to Company. Company shall be liable to Hotel for damages arising from non-compliance to this Agreement by Company or any Affiliate and for damages arising from the supply of Net Rates to unaffiliated third parties supplied by Company or an Affiliate in breach of this Agreement. As such damages are difficult to calculate, the parties agree that liquidated damages equal to the value of the booking and any other related costs per instance ("**Non-Compliance Fee**") shall be payable by Company within 30 days of written notice from Hotel to Company of such non-compliance. The parties agree the Non-Compliance Fee is a reasonable estimate of damages suffered and is not a penalty

5. RESERVATIONS POLICY & PROCEDURES

Reservations Department – Contact Information

All Company reservations will be handled directly by the Hotel’s Reservations Department.

Hotel Reservation Phone: 52 (55) 5230-1809
Hotel Reservation Fax: 52 (55) 5230-1808
Hotel Reservation Email: reservations.mex@fourseasons.com

Hotel Address: Ave. Paseo de la Reforma 500
Col. Juarez
Ciudad de México 06600

Reservations Director: Sagrario Guerrero
Reservations Email: sagrario.guerrero@fourseasons.com

Hotel must honor a guest’s reservation request based on availability at the time of request upon delivery by Company of an appropriate message under this Agreement with the guest’s reservation. Company may deliver such message to Hotel by e-mail, fax, extranet or other direct functionality. Hotel shall accept such message as proof of reservation by a guest; send a confirmation of each reservation to Company within two business days after a reservation request is made. Hotel requests booking agency name and agent name with each reservation confirmation, which Company will provide to the extent available.

Guest pre arrival information

If known, Company will send to the Hotel’s Reservation office complete flight information at least 3 weeks prior to the guests’ arrival in order to confirm airport transfers.

Changes to existing reservation

All changes that occur after a reservation has been confirmed must be faxed or e-mailed directly to the Hotel’s Reservations office. Hotel is solely responsible for any changes or services requested by a guest directly with the Hotel and Hotel is solely responsible for collecting from the guest any and all charges for such changes or services.

No name changes will be permitted without prior authorization from Hotel. In the event the Company changes the dates of the reservation within cancellation, the full stay will apply to the Company. The reservation request for the new set of dates will be subject to rate and room category availability.

In the event that the Company reduces the number of nights of the reservation within cancellation, the original number of nights booked will apply to the Company and the difference between the original room nights and revised room nights will be charged as a cancellation fee.

Hotel shall not charge any amount for a room if a guest arrives at the Resort but departs as a result of the guest’s dissatisfaction with the Hotel (Company and Resort to agree to the basis of the guest’s dissatisfaction), a failure to cancel or a no-show is excused under Section 2.c, or a “no walk” situation in which the guest remains dissatisfied after Hotel has complied with the terms of Section 2.d.

No shows

A reservation is considered a no show if arrival does not occur on the date reserved. Hotel shall only invoice Company on behalf of the guest the applicable cancellation charge as described in the Cancellation Policy section

Relocation policy

Hotel shall treat any Company guest equal to or better than Hotel treats any other Hotel guest, including, without limitation, how Hotel handles overbooking (i.e. “walk”) situations. If Hotel is unable to honor a guest’s reservation after all other efforts to relocate direct bookings and other guests have been made by Hotel, then Hotel shall immediately (a) notify Company of such inability, (b) relocate the guest to a property that is of an equal star quality rating than Hotel, (c) prepay or make other arrangements to cover the room charges at such property for first night room and tax and all transportation costs to such property, and (d) deliver a written explanation absolving Company of responsibility for Hotel’s failure to honor the reservation. Company shall not be responsible for any amounts owing to Hotel related to such guest’s reservation in the event the guest remains dissatisfied (as agreed upon by Company and Hotel) following Hotel’s compliance with this Section 2.d.

Check-in /Check-out

Guest check-in time is 3:00 pm and checkout is 12:00pm. The Hotel Management on a case-by-case basis will assess requests for early arrival and/or late departure on the day of arrival and/or departure.

Facilitation

The Company facilitates the booking of room reservations at the Hotel through the Company’s system and the collection and remittance of payments, but makes no warranties or representations regarding the Company’s system. If Company has not received an invoice for a reservation within 12 months after a guest’s departure, then no amount is due to Hotel for such reservation, and neither the Company nor the guest shall have any further obligation to Hotel with respect to such reservation. The Hotel is responsible for proving that each invoice was delivered to a Company within 12 months of a guest’s departure.

6. PAYMENT

All reservations must be guaranteed by Company at the time of booking on a unique virtual credit card (VCC) or credit card via the booking process set forth on www.fourseasons.com, unless different arrangements are agreed to by the parties, set out in this Agreement.

- **From USA, Canada or Europe (Deposit in US Dollars):**

Bank: Citibank, N.A.

Account Number: 36310983

ABA or Routing number: 021000089

Swift Code: CITIUS33

Beneficiary: Inmobiliaria Nacional Mexicana, S.A. de C.V.

Address: 111 Wall Street

New York, NY 10043 U.S.A.

- **From Mexico (Deposit in Mexican Pesos):**

Bank: Scotiabank Inverlat, S.A.

Account Number: 0010-672887-1

CLABE: 044180001067288711

Beneficiary: Inmobiliaria Nacional Mexicana, S.A. de C.V.

Office: Torre Mayor

Plaza: 01 México, D.F.

No bank charges to be deducted from beneficiary and charges are to be paid by the remitter. All wire confirmations should be sent to the Hotel directly.

Payment on each fulfilled and undisputed guest reservation is due within 30 days after Company receives the invoice on behalf of guest, which invoice shall be sent after a guest's departure. Hotel must invoice Company on behalf of guest for each fulfilled guest reservation within 12 months after a guest's departure. Company on behalf of guest is only obligated to pay to Hotel, and Hotel shall honor bookings made by guests at, the Net Rates. In no event shall Company be required to implement subsequent year rates, availability or terms prior to any other distribution channel, including any web site operated by Hotel, by another entity on Hotel's behalf.

If Company fails to comply with any payment terms and conditions stated in this Agreement, Hotel may cancel Company's credit and provide 14 day notice that all future stays must be paid in full seven (7) days before arrival. In the event Hotel has not received payment at least seven (7) days prior to arrival, Hotel may contact guest and/or travel agent to advise that the booking will only be honored if payment in full is received to the Hotel prior to arrival. Hotel reserves the right to apply payments for all future reservations toward any outstanding past due balances beyond 30+ days.

7. CANCELLATION POLICY

BEST AVAILABLE RATE: The latest date reservations may be canceled to avoid any cancellation charge, is 48 hours prior to arrival for all FIT's. Cancellation fee for late cancellation is one night's accommodation charge per room plus taxes. All cancellations must be reconfirmed by fax or computer print out.

PUBLIC OFFERS: terms and conditions will apply accordingly with the booked promotion.

8. INTELLECTUAL PROPERTY RIGHTS

Hotel's manager Four Seasons Hotels Limited and its respective affiliates are the owners of all Four Seasons and Hotel trademarks, copyright, service marks, logos, etc. ("**Intellectual Property**"). Company agrees to use and to procure that its affiliates (subject to Hotel's approval) use the Intellectual Property solely for the approved purpose under this Agreement.

9. MARKETING AND BROCHURE DISTRIBUTION

Subject to the Hotel's right of approval as set out herein, Company and its Affiliates have the right, solely for the purposes of merchandising and obtaining reservations for the Hotel, to use the name, logos, trademarks, and images from Hotel's website or provided by Hotel (including photographs) used to identify or promote the Hotel. "**Affiliates**" means entities that control, are controlled by or under common control with Company and any third parties that facilitate the booking of hotel room reservations through the System. "**System**" means software, databases, products, and other components that make up the service that is marketed by the Companies and their Affiliates to enable guests to shop for, reserve, book and pay for travel services through a computer, a telephone, some other interactive device, or some other booking channel. Hotel warrants that such use of Intellectual Property does not infringe on any third party's rights. Any additional advertising or marketing to be performed for Hotel shall be governed by Company's then-standard marketing terms and conditions. Company shall not and shall not permit its Affiliates to use any Hotel Intellectual Property on any online channel to drive traffic or to sell, including pay per click on any search channels, in any language or any geographic region or on any metasearch platform. Company agrees to include a full color photo of the Hotel in its brochure. Upon brochure publication, Company will provide three (3) copies to the Hotel.

Company will provide Hotel a complete list of all web sites on which Hotel's information and inventory will be displayed. The Hotel reserves right of prior approval of any information published as described in this Section for any proposed Company advertisement and printed promotions and materials featuring the Hotels trademarks, service marks, logos or trade names. Once materials are approved by Hotel, Company may re-use such materials without further review or approval by Hotel.

10. HOTEL INFORMATION

Hotel represents, warrants and covenants that it is the owner or operator of the Hotel, that the information provided to Company is correct, and that it is not, and any beneficial owner of it is not, incorporated in or resident of a country subject to economic or trade sanctions by the United States Department of Treasury Office of Foreign Asset Control ("**OFAC**") or listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Person," or similar restrictive designation under the OFAC sanctions regime. Hotel must disclose to Company, on an annual basis or as such fees are modified, all charges imposed by Hotel at its discretion on guests, including, but not limited to, all mandatory guest, Hotel parking and/or activity fees (collectively, "**Hotel Fees**"). If Hotel fails to disclose any Hotel Fees to Company, then Hotel must waive such Hotel Fees to guests unwilling to remit payment of such Hotel Fees.

11. INDEMNIFICATION

Hotel shall, at its expense and at Company's request, hold harmless, indemnify and defend such Company, any affiliate, or any of their directors, employees, or agents, against any third-party claim or action brought against any of them, arising from or relating to Hotel's accommodations or services or Hotel's breach of this Agreement. The Company shall, at its expense and at Hotel's request, indemnify, defend and hold harmless the Hotel, its manager and any of its affiliates, or any of their directors, employers or agents against any third-party claim or action brought against any of them relating to Company's breach of this Agreement or any error of Company in the booking of reservations through the Company's System or through any entity of its Company's distribution channel.

12. CONFIDENTIALITY

Without the express written consent of the disclosing party, no party shall disclose or allow the disclosure to any third party, other than to its employees, lawyers, accountants, representatives or parties engaged by Hotel to provide analysis or use other than as specifically permitted in this Agreement, any confidential, proprietary or trade secret information of such disclosing party. The terms of this Agreement are confidential information of the parties. A party shall not be liable for the disclosure of any confidential, proprietary or trade secret information if such information (a) becomes publicly available without the receiving party's breach of any obligation owed to the disclosing party, (b) became known to receiving party prior to disclosing party's disclosure of such information, (c) became known to receiving party from a source other than disclosing party where such source did not breach an obligation of confidentiality owed to disclosing party, or (d) is independently developed by the receiving party. If Company provides Hotel access to an extranet, Hotel shall (i) keep confidential, and require Hotel's employees and agents to keep confidential, all passwords and other security measures necessary to access such extranet, (ii) inform Company of all personnel authorized to access such extranet, including any changes to such personnel, and of any unauthorized access to such extranet, and (iii) prevent the use of any automated scripts or software to repetitively query the extranet to gather information. Hotel is responsible for the use of the extranet by anyone using the Hotel's password or other access permissions. Any direct connect functionality implemented for the Hotel shall be governed by Company's then-standard direct connect terms and conditions.

13. PRIVACY

The receiving party acknowledges that it may have access to data that is personal information, including any and all identifying information, of the employees, guests and customers or potential customers of the disclosing party (“**Personal Information**”). Such Personal Information requires a higher standard of care and the receiving party agrees to use its best efforts to protect such Personal Information. The disclosing party shall control at all times the storage and use of the Personal Information. The receiving party agrees to take the technical and organizational steps necessary for protecting Personal Information as required by the disclosing party. The receiving party shall use any Personal Information it receives from the disclosing party only to fulfill its obligations under this Agreement. The receiving party agrees it will not share, rent, sell, or in any way transfer any Personal Information whatsoever to any third party for any reason, without the specific written direction of the disclosing party. Without limiting the foregoing, the receiving party shall not use any Personal Information for market research purposes without the permission of the individual whose Personal Information is in question. Where the disclosing party provides the receiving party with such information, the disclosing party shall be responsible for obtaining the permission of the individual whose Personal Information is in question. The receiving party shall comply with all applicable laws, rules, regulations and industry standards related to privacy, anti-spam and data protection and the performance by the receiving party of its obligations hereunder in all jurisdictions where the disclosing party carries on activities under this Agreement.

The receiving party shall promptly notify the disclosing party in writing in the event there is any suspicion of irregularities in the storage or processing of the Personal Information. The disclosing party has the right to audit the receiving party for the purpose of confirming compliance with this section. On termination of this Agreement, the receiving party shall discontinue using the Personal Information and shall destroy any Personal Information in accordance with the terms of this Agreement.

The Hotel can market directly to any guest who has completed a stay and has consented to such marketing.

14. INSURANCE

Hotel represents and warrants that it has liability insurance coverage in an amount that is consistent with industry practice. In the event such insurance is cancelled or expires, Hotel shall replace with a policy of similar coverage. On request, Hotel shall deliver certificates of insurance coverage to Company.

15. ASSURANCES

Upon written notice, a party may terminate this Agreement immediately if any other party ceases to do business, becomes insolvent, or is subject to bankruptcy or insolvency proceedings, whether actual or reasonably believed to be imminent. If agreement is terminated, all future arrivals will convert to 100% prepayment. All outstanding balances must be paid by Company prior to Hotel accepting future arrivals. If reasonable grounds for insecurity arise about a party’s performance of this Agreement, then the other party may demand written adequate assurance of due performance. Until the requesting party receives such assurance in writing, it may suspend its performance of this Agreement. If the written assurance is not received within 5 days after its request, or within such other reasonable period of time as a requesting party may designate, then the failure to furnish such assurance constitutes a material breach of this Agreement, and the requesting party may immediately terminate this Agreement. Hotel may terminate or suspend this Agreement immediately if Company breaches any part of this Agreement and fails to cure such breach within 30 days of receipt of notification from Hotel.

16. MISCELLANEOUS

No party may assign any of its rights or obligations under this Agreement without the other party’s prior written consent except that Hotel may assign to a successor in interest to the Hotel on notice to Company

and without consent; provided, however, nothing herein shall prohibit a Company from assigning any of its rights or obligations to an affiliate.

17. AGREEMENT CONFIRMATION

- (a) This Agreement is deemed valid once the signature page of this Agreement has been duly signed and returned to Hotels Sales Manager. Unless and until the Hotel receives from the Company a counter-signed contract, there shall be no agreement of the parties and the terms hereof shall be of no force.
- (b) The undersigned is an authorized signature of Hotel or Company and is authorized to bind such party to the terms of this Agreement.
- (c) **Health and Safety:** With respect to Hotel, it represents and warrants that Hotel has complied with or otherwise met all health and safety requirements and standards applicable to such Hotel, whether arising pursuant to applicable law, governmental regulation or otherwise, and regardless of whether arising as a result of the location of the Hotel, the nationality of guests or otherwise (collectively, “**Health and Safety Standards**”). In addition, with respect to Hotel, it covenants and agrees that such Hotel shall at all times comply with or otherwise meet all Health and Safety Standards for the duration of the term of this Agreement. Company may terminate this Agreement as it relates to Hotel upon written notice and following a 30-day cure period to such Hotel in the event Company believes in good faith that such Hotel has at any time failed to comply with any Health and Safety Standards during the term of this Agreement.
- (d) The Parties acknowledge that at any time Company may refuse to offer, display or list for booking the Hotel’s rooms, including during the cure period referenced in Section 15.
- (e) This Agreement shall be interpreted and governed by the laws of Mexico. The parties hereby submit to the exclusive jurisdiction of the courts of **Mexico**.

SIGNATURE PAGE TO WHOLESALER NET RATE AGREEMENT

SUBMITTED BY:
INMOBILIARIA NACIONAL MEXICANA S.A. DE C.V.
d.b.a. FOUR SEASONS HOTEL MÉXICO, CITY.

Alejandra Martínez - Sales Coordinator

Date

ACCEPTED BY:
NUBA EXPEDICIONES DE MÉXICO

Isabel Flores
Nuba Incoming México Product Manager

Date

EXHIBIT A

Criteria for Authorized Distributors

In order to resell Net Rates, the Company and Affiliates must comply with the following criteria, as amended by Hotel from time to time:

1. Carry on business as a retail travel agency or tour operator, offering package holidays (combining a Hotel room with substantial transportation and other high value components) to individual consumers.
2. Comply with the following criteria to protect the luxury brand image of Hotel:
 - (a) Customer service or other requirements, e.g. ability to speak to a representative familiar with Hotel offering; and
 - (b) Net Rates must not be sold via a membership based website, mobile site or app that requires a guest login.
3. Configure separate deposit (if applicable) and cancellation policies by Hotel and by date and by product (rate plan + room type). Deposit and Cancellation penalty amounts, due dates and times may vary.
4. Monitor their Affiliates to ensure they do not violate the terms of this Agreement.
5. Disconnect an Affiliate for Hotel if requested to do so by Hotel on the grounds that it is violating any of the terms of this Agreement.