



THE RITZ-CARLTON

KYOTO

F.I.T. YIELDABLE AGREEMENT JANUARY 2026 – JANUARY 2027

COMPANY NAME: NUBA EXPEDICIONES S.L. including NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V., Nuba USA, Inc.	HOTEL NAME: The Ritz-Carlton, Kyoto
ADDRESS: Alessandra Girardi Nuba – Net Rates Director 96 Serrano Madrid Spain, 28006	HOTEL CONTACT: Simon Lim Asst. Director of Sales & Marketing Kamogawa Nijo-Ohashi Hotori, Nakagyo-ku, Kyoto 604-0902 Japan
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EFFECTIVE DATES OF AGREEMENT: January 1, 2026 – January 3, 2027	

The following yieldable net wholesale rates based on single/double occupancy are offered to you for the period of January 1, 2026 – January 3, 2027 (“Yieldable Net Rates”).

For arrival during period from January 1, 2026 – January 3, 2027

ROOM RATE INCLUSIVE BREAKFAST FOR ONE(1)									
Room Type	Period	Regular		High		Peak		Super Peak	
		Before Svc & Tax	After Svc & Tax	Before Svc & Tax	After Svc & Tax	Before Svc & Tax	After Svc & Tax	Before Svc & Tax	After Svc & Tax
Deluxe	Weekdays	106,800	135,102	132,360	167,435	210,120	265,802	328,920	416,084
	Fri/Sat/Pre holidays	121,800	154,077	147,360	186,410				
Deluxe KYOTO	Weekdays	106,800	135,102	132,360	167,435	210,120	265,802	328,920	416,084
	Fri/Sat/Pre holidays	121,800	154,077	147,360	186,410				
Deluxe Garden	Weekdays	113,800	143,957	139,360	176,290	217,120	274,657	335,920	424,939
	Fri/Sat/Pre holidays	128,800	162,932	154,360	195,265				
Grand Deluxe Kamogawa	Weekdays	126,800	160,402	152,360	192,735	230,120	291,102	378,920	479,334
	Fri/Sat/Pre holidays	141,800	179,377	167,360	211,710				
Garden Terrace Suite	Weekdays	186,800	236,302	222,360	281,285	300,120	379,652	488,920	618,484
	Fri/Sat/Pre holidays	201,800	255,277	237,360	300,260				
Corner Suite KITA	Weekdays	196,800	248,952	232,360	293,935	310,120	392,302	498,920	631,134
	Fri/Sat/Pre holidays	211,800	267,927	247,360	312,910				
Corner Suite MINAMI	Weekdays	206,800	261,602	242,360	306,585	320,120	404,952	508,920	643,784
	Fri/Sat/Pre holidays	221,800	280,577	257,360	325,560				

*All rates are quoted in Japanese Yen (JPY)

ROOM RATE INCLUSIVE BREAKFAST FOR TWO(2)									
Room Type	Period	Regular		High		Peak		Super Peak	
		Before Svc & Tax	After Svc & Tax	Before Svc & Tax	After Svc & Tax	Before Svc & Tax	After Svc & Tax	Before Svc & Tax	After Svc & Tax
Deluxe	Weekdays	112,800	142,692	138,360	175,025	216,120	273,392	334,920	423,674
	Fri/Sat/Pre holidays	127,800	161,667	153,360	194,000				
Deluxe KYOTO	Weekdays	112,800	142,692	138,360	175,025	216,120	273,392	334,920	423,674
	Fri/Sat/Pre holidays	127,800	161,667	153,360	194,000				
Deluxe Garden	Weekdays	119,800	151,547	145,360	183,880	223,120	282,247	341,920	432,529
	Fri/Sat/Pre holidays	134,800	170,522	160,360	202,855				
Grand Deluxe Kamogawa	Weekdays	132,800	167,992	158,360	200,325	236,120	298,692	384,920	486,924
	Fri/Sat/Pre holidays	147,800	186,967	173,360	219,300				
Garden Terrace Suite	Weekdays	192,800	243,892	228,360	288,875	306,120	387,242	494,920	626,074
	Fri/Sat/Pre holidays	207,800	262,867	243,360	307,850				
Corner Suite KITA	Weekdays	202,800	256,542	238,360	301,525	316,120	399,892	504,920	638,724
	Fri/Sat/Pre holidays	217,800	275,517	253,360	320,500				
Corner Suite MINAMI	Weekdays	212,800	269,192	248,360	314,175	326,120	412,542	514,920	651,374
	Fri/Sat/Pre holidays	227,800	288,167	263,360	333,150				

*All rates are quoted in Japanese Yen (JPY)

EARLY BIRD PROMO RATE INCLUSIVE BREAKFAST FOR ONE(1) – 60DAYS CANCELLATION POLICY									
Room Type	Period	Regular		High		Peak		Super Peak	
		Before Svc & Tax	After Svc & Tax	Before Svc & Tax	After Svc & Tax	Before Svc & Tax	After Svc & Tax	Before Svc & Tax	After Svc & Tax
Deluxe	Weekdays	90,780	114,837	112,506	142,320	178,602	225,932	279,582	353,671
	Fri/Sat/Pre holidays	105,780	133,812	127,506	161,295				
Deluxe KYOTO	Weekdays	90,780	114,837	112,506	142,320	178,602	225,932	279,582	353,671
	Fri/Sat/Pre holidays	105,780	133,812	127,506	161,295				
Deluxe Garden	Weekdays	97,780	123,692	119,506	151,175	185,602	234,787	286,582	362,526
	Fri/Sat/Pre holidays	112,780	142,667	134,506	170,150				
Grand Deluxe Kamogawa	Weekdays	110,780	140,137	132,506	167,620	198,602	251,232	329,582	416,921
	Fri/Sat/Pre holidays	125,780	159,112	147,506	186,595				
Garden Terrace Suite	Weekdays	170,780	216,037	202,506	256,170	268,602	339,782	439,582	556,071
	Fri/Sat/Pre holidays	185,780	235,012	217,506	275,145				
Corner Suite KITA	Weekdays	180,780	228,687	212,506	268,820	278,602	352,432	449,582	568,721
	Fri/Sat/Pre holidays	195,780	247,662	227,506	287,795				
Corner Suite MINAMI	Weekdays	190,780	241,337	222,506	281,470	288,602	365,082	459,582	581,371
	Fri/Sat/Pre holidays	205,780	260,312	237,506	300,445				

*All rates are quoted in Japanese Yen (JPY)

*60 days cancellation policy

EARLY BIRD PROMO RATE INCLUSIVE BREAKFAST FOR TWO(2) – 60DAYS CANCELLATION POLICY									
Room Type	Period	Regular		High		Peak		Super Peak	
		Before Svc & Tax	After Svc & Tax	Before Svc & Tax	After Svc & Tax	Before Svc & Tax	After Svc & Tax	Before Svc & Tax	After Svc & Tax
Deluxe	Weekdays	95,880	121,288	117,606	148,772	183,702	232,383	284,682	360,123
	Fri/Sat/Pre holidays	110,880	140,263	132,606	167,747				
Deluxe KYOTO	Weekdays	95,880	121,288	117,606	148,772	183,702	232,383	284,682	360,123
	Fri/Sat/Pre holidays	110,880	140,263	132,606	167,747				
Deluxe Garden	Weekdays	102,880	130,143	124,606	157,627	190,702	241,238	291,682	368,978
	Fri/Sat/Pre holidays	117,880	149,118	139,606	176,602				
Grand Deluxe Kamogawa	Weekdays	115,880	146,588	137,606	174,072	203,702	257,683	334,682	423,373
	Fri/Sat/Pre holidays	130,880	165,563	152,606	193,047				
Garden Terrace Suite	Weekdays	175,880	222,488	207,606	262,622	273,702	346,233	444,682	562,523
	Fri/Sat/Pre holidays	190,880	241,463	222,606	281,597				
Corner Suite KITA	Weekdays	185,880	235,138	217,606	275,272	283,702	358,883	454,682	575,173
	Fri/Sat/Pre holidays	200,880	254,113	232,606	294,247				
Corner Suite MINAMI	Weekdays	195,880	247,788	227,606	287,922	293,702	371,533	464,682	587,823
	Fri/Sat/Pre holidays	210,880	266,763	242,606	306,897				

*All rates are quoted in Japanese Yen (JPY)

*60 days cancellation policy

PERIOD DETAILS

Period	Pre holidays	EARLY BIRD PROMO	Regular	High Season	Peak Season	Super Peak
Dates	Jan11, Feb10, Feb22, Mar19, Jul 19, Aug 9 & 10, Sep 20-22, Oct 11, Nov 1	All	Jan 4 – Mar 19 May 6 – Jul 13 Jul 22 – Nov 19 Dec 7 – Dec 23	Apr 13 - Apr 25 Jul 14 - Jul 21 Mar 20 – Mar 27	Apr 25 - May 5 Nov 20 – Dec 6 Mar 28 – Mar 31	Jan 1 - Jan 3 Apr 1 – Apr 12 Dec 24 - Dec 31 Jan – Jan 3, 2027
Cancellation Policy		60 days	72 hours	7 days	30 days	30 days

*All dates are inclusive

ELIGIBILITY: You may offer and make rooms available for booking under the terms of this Agreement so long as you remain primarily engaged in the business of offering packaged travel products and services directly (or indirectly exclusively through travel agents) to prospective guests and sales, if any, of standalone unpackaged hotel inventory by you are nominal.

RATE INCLUSIONS: All rates quoted above are inclusive of 15% Service Charge and 10% Government Tax. The rates are subject to change, based on the hotel or governmental regulations. Kyoto city accommodation Tax is not included.

Accommodation tax is calculated based on the monetary sum of Room + Service Charge + Extra Bed paid per person per night, and will be charged as follows (less breakfast charges)

- Less than or equal to JPY19,999 per person per night: JPY200 per person per night
- Between JPY20,000 to JPY 49,999 per person per night: JPY 500 per person per night
- From JPY 50,000 and above per person per night: JPY 1,000 per person per night

** Subject to changes according to Kyoto Government law

NOTE for Accommodation tax: Kyoto city government is planning to raise Accommodation tax from March 2026 to below:

- Less than or equal to JPY19,999 per person per night: JPY400 per person per night
- Between JPY20,000 to JPY 49,999 per person per night: JPY1,000 per person per night
- From JPY 50,000 and JPY99,999 per person per night: JPY4,000 per person per night
- From JPY 100,000 and above per person per night: JPY 10,000 per person per night

** Subject to changes according to Kyoto Government law

MINIMUM LENGTH OF STAY: a minimum of 2 nights stay is required if booking falls between Jan 1 & 2, 2026 and Dec 30, 2026 – Jan 2, 2027

COMMISSION: The Room Rates are non commissionable

FREE SELL: Kindly check our availability based on the closeout chart booking before confirming. Hotel has the right to refuse any booking if the rate plan is not available.

Room Category	Free sell	Cutoff
Deluxe (King)	Yes	3 days prior to arrival based on Japan time.
Deluxe Kyoto (King)	Yes	
Deluxe Garden (King)	Yes	
Grand Deluxe Kamogawa River View (King & Twin)	Yes	
Garden Terrace Suite (King)	No, subject to availability	
Corner Suite KITA (King)	No, subject to availability	
Corner Suite MINAMI (King)	No, subject to availability	

All rooms must be booked and reported to Hotel daily on the day of booking by email at the email set forth below.

YIELDABLE NET RATES DISTRIBUTION: Company shall offer the Hotel Rooms solely as components of Travel Packages and never on a standalone basis.

RATES AND YIELDABILITY: Yieldable Net Rates are current as of the date of the Agreement and subject to change. Rates and availability are subject to Hotel's blackout dates, available upon request. Hotel reserves the right to increase or decrease rates. Hotel reserves the right to increase, decrease or cease making guest rooms available at any time; this applies to freesell, on request, or any other method that the Hotel chooses to make rooms available to you or your Channels. Prior notice will be given to you of any rate or availability changes. Any reservation(s) made prior to a rate or availability change as detailed must be reported and confirmed to the Hotel within 24 hours of the rate of availability change notification. Hotel has no obligation to honor any reservation(s) that are reported outside the 24 hours timeframe. Withholding booked rooms, holding rooms without a confirmed booking, or other such behavior to take advantage of rate or availability changes will be considered a material breach of this Agreement which, without limiting any of Hotel's other rights, shall entitle Hotel to terminate this Agreement. All rates are subject to all applicable. The percentages specified are subject to change by government regulation and may be payable by you on the margin applied to the guest rooms over and above the room rate and subject to other terms and conditions of the applicable rate plan. Guests will not receive points or any other benefit in conjunction with Marriott's loyalty program for reservations and bookings made through your service.

RESERVATIONS: For reservations, please email your requests to rc.ukyryz.reservation@ritzcarlton.com on the day of sale of the reservation. For inquiries, please feel free to contact Reservations at +81 75 746 5511. Rooms are based on availability at FIT rate category.

INCIDENTAL AND ADDITIONAL CHARGES:

- Children Policy: No charge for children 12 years old and below when occupying same room as adult(s) and using existing beds in rooms.
- Extra Adult Person Charge: Rates are for single/double occupancy only. Each additional adult will be charged JPY22,770 inclusive of service charge and government tax, per night, with a maximum of 3 adults per room
- Maximum occupancy per room: 2 Adults & 2 Children OR 3 Adults
- Rollaway Beds: Hotel provides rollaway beds at a cost of JPY22,770 inclusive of service charge and government tax, per night
- Breakfast Charge: Hotel provides breakfast at a cost of JPY7,590 inclusive of service charge and government tax, per adult per night.
- Child Breakfast Charge at a cost of JPY1,500 inclusive of service charge and government tax per child per day. Applicable for 3 years old and above.
- Parking: Hotel offers valet parking at JPY4,000 per day at multistory parking lot, and JPY 6,000 on hotel ground.

CHECK-IN AND CHECK OUT TIME: Check-in time is 15:00 check-out time is 12:00. All guests arriving before 15:00 will be accommodated as rooms become available. Baggage may be checked-in for those arriving early if rooms are unavailable.

NO SHOW: If a no-show occurs, full cancellation fee including room and tax, will be assessed. No-shows must be paid without reliance on vouchers due to the inability of the client to present the voucher.

CANCELLATION POLICY:

For **Regular season**, room reservations may be canceled up to **72 hours** prior to arrival via a mutually agreed documented method. If cancellation occurs within 72 hours of arrival, a one-night cancellation fee including room and tax, will be assessed. Date changes inside of the cancellation policy are considered a cancellation and a re-booking, and as such, are subject to cancellation damages.

For **High season**, room reservations may be canceled up to **7 days** prior to arrival via a mutually agreed documented method. If cancellation occurs within 7 days of arrival, a one-night cancellation fee including room and tax, will be assessed. Date changes inside of the cancellation policy are considered a cancellation and a re-booking, and as such, are subject to cancellation damages.

For **Super Peak** and **Peak season**, room reservations may be canceled up to **30 days** prior to arrival via a mutually agreed documented method. If cancellation occurs within 30 days of arrival, full cancellation fee including room and tax, will be assessed.

The daily cancellation fee will not be contingent on Hotel's occupancy for the nights for which rooms are cancelled. Should you fail to pay the cancellation fee, Hotel may cancel your billing privileges and/or this agreement, at Hotel's sole discretion, without any obligation or liability whatsoever. No refunds will be provided for early departure. The cancellation policy may be changed by Hotel at any time in Hotel's sole discretion.

The fee will be charged according to the method of guarantee: if by credit card, it will be automatically charged; if by pre-payment, the deposit will be forfeited; if by company guarantee, it will be billed to contractor of this agreement for settlement.

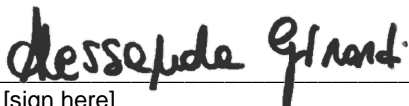
EARLY DEPARTURE POLICY: Regardless of early departure of a particular reservation, all originally booked room nights (whether or not consumed) of such reservation and applicable taxes will be billed to you.

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

ACCEPTED AND AGREED TO:

NUBA EXPEDICIONES S.L. including NUB EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V., Nuba USA, Inc.


The Ritz-Carlton, Kyoto

By: 
[sign here]

Name: Alessandra Girardi
Title: Product Director
Date: 15/04/2025

By: 
[sign here]

Name: Simon Lim
Title: Asst. Director of Sales & Marketing
Date: April 15, 2025

By: 
[sign here]

Name: Roy Raja
Title: Director of Sales & Marketing
Date: April 10th, 2025

F.I.T. YIELDABLE AGREEMENT TERMS AND CONDITIONS

DEFINITIONS:

“**Affiliate**” means a person or entity that either Company or Hotel directly or indirectly controls. For purposes of this definition, the term “controls” means the possession, directly or indirectly, of the power: (i) to vote fifty percent (50%) or more of the voting stock or equity interests of such person or entity; or (ii) to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting stock or equity interests, by contract or otherwise.

“**Best Available Rate**” means, with respect to any Room at Hotel, the published room rate for such Room type made available to the general public at the time of booking on any website operated by or on behalf of Marriott (but not including any of the following: promotional rates made available only through channels owned or operated by or on behalf of Marriott or Hotel; rates, promotions or other benefits offered to members of the Marriott Bonvoy loyalty program; specially negotiated rates; corporate rates; group rates; and rates that require qualified proof of membership in a specific third-party company or organization, such as AAA rates and government rates). The Best Available Rate is a real-time, Yieldable rate set at the discretion of Hotels, is subject to change by Hotel, and varies with supply and demand.

“**Channel(s)**” means, except as disapproved by Hotel in its sole and absolute discretion from time to time, collectively, any offline consumer-facing channel or online mechanism (e.g., websites, xml feeds or call centers), in each case owned or operated by you or one of your Affiliates or contracted companies, through which you market Travel Packages directly for booking by Hotel guests.

“**Exception**” means if any of the following are applicable to any of your Channels or any of your Other Channels: (i) your Channel or your Other Channel is marketing or permitting bookings, or has control over an entity that is marketing or permitting bookings, of the Hotel's rooms in a manner that is inconsistent with the terms of this Agreement, (ii) your Channel or your Other Channel is, in the reasonable opinion of Hotel, detrimental to Hotel's brand or image, including but not limited to displaying any information, images or their content that Hotel reasonably believes re defamatory, or libelous, lewd, pornographic, or obscene, or promote violence, or contain hate speech, or (iii) your Channel or your Other Channel conducts business in a manner that is inconsistent with Hotel's business model (e.g., such Channel or Other Channel is a flash sales site, group buying site, or offers rooms in violation of any of the requirements set forth herein or is engaging in practices that violate official channel standards applicable to Hotel), and/or (iv) your Channel or your Other Channel is engaging in activities or practices that are the subject of a good faith dispute between such Channel or Other Channel and Hotel with respect to the display of rooms on such Channel or Other Channel, or use of intellectual property.

“**Guest(s)**” means the end user who books a stay in a Room that was reserved directly or indirectly through the Room information provided to the end user by Company.

“**Hotel Content**” means the Hotel's rate and accommodation information, amenity information, availability information, images, photos, hotel descriptions, Marriott Marks, copyrights, patents, trade secrets, Confidential Information, reservation confirmations, and other Intellectual property rights and information provided by the Hotel.

“**Incidental Charges**” means charges over and above the room charge, that may be incurred in the course of occupancy (excluding Mandatory Charges and Taxes).

“**Marriott**” means Marriott International, Inc. and its Affiliates.

“**Marriott Marks**” has the meaning set forth in the Standards & Guidelines set forth in Schedule 1 attached hereto.

“**Mandatory Charges**” means mandatory charges that may include, but are not limited to resort fees, destination fees, amenities fees and service charges that are charged by Hotel.

“**Other Channels**” means, collectively, any offline consumer-facing channel or online mechanism (e.g., websites, xml feeds or call centers) owned or operated by a third party that is not affiliated with the Company, through which such entity provides Travel Package information directly to guests.

“**Room(s)**” means any guest room at Hotel made available to Company for booking by Guests at a rate set by the Hotel, in accordance with the terms of this Agreement for the purpose of being booked by Guests as part of a Travel Package.

“**Standard Room Charge**” means the Unpublished FIT Package Rate, plus any applicable Taxes levied directly on the booking of the Room and any other Mandatory Charges. No Standard Room Charge shall include any Incidental Charges.

“**Taxes**” means, sales, use, excise, VAT, GST, lodging, rental, occupancy, transient, or other taxes or governmental fees imposed on the sale, booking or rental of hotel room accommodations or other transactions.

“**Travel Package**” means a booking of a Room made under this Agreement by a Guest in connection with one or more other travel-related components of material value such as air inventory, rental car inventory, or rail ticket, booked concurrently in the same session where the prices for each package component are not apparent to the Guest.

“**Unpublished FIT Package Rate(s)**” means individually and collectively any package rate made available under this Agreement.

“**Yieldable**” means that Room availability will vary with supply and demand and that Hotel is not obligated to provide any minimum number of available Rooms on any date.

“**Yieldable Net Rate**” means the Yieldable net wholesale rates set forth in the F.I.T. Yieldable Packaged Room Rate Terms.

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

HOTEL INFORMATION: All Hotel information provided to you by the Hotel must be reproduced without changes. You must provide the Hotel with copies of any distributed content at points of sale upon request. You shall not display other third party rate plans or other information for the Hotel including wholesale and other third party affiliated rate plans and information. Company shall provide Hotel with a list of any Other Channels that it makes Room information available to within 10 days of written request by Hotel. All terms and conditions of this Agreement applicable to you shall apply to your Channels and any Other Channels.

DISPLAY REQUIREMENTS: If applicable law, rules, legislation, enforcement proceeding, settlement agreement or consent decree applicable to Hotel demand that rates must be shown to Guests inclusive of Taxes and/or Mandatory Charges, the Hotel shall adjust the rates (and/or ensure that you have the required Tax and/or Mandatory Charges information) and you shall, and shall ensure that your Channels and Other Channels display the adjusted rates as soon as possible, and in any event within 5 business days.

RATE ERRORS: In the event you or your Channels or Other Channels display a rate in obvious error for booking, upon notice or knowledge thereof, you will promptly correct the rate. Further, in the event a Guest books a Room using the incorrect rate, Hotel may elect to not honor the rate and cancel the applicable booking(s) in accordance with its policies. You must (and require that your Channels and Other Channels) notify Guest of this policy prior to booking. For Guest refunds, in the event of a Guest cancellation where the rate was provided in error by Hotel,

the Hotel will refund the payment to your credit card or Guest's credit card, as applicable, and if to your credit card, you shall pass on the refund to Guest in accordance with your policies. In the event of Guest's cancellation where you received the rate without error and displayed the rate in obvious error, you shall be fully liable and responsible for any refunds to Guest or costs arising from the incorrect display of such rate.

RATES VALID FOR OPAQUE PACKAGED TRAVEL ONLY; NO ONWARD DISTRIBUTION: All rates quoted herein are applicable solely to FIT leisure packaged travel as part of a Travel Package. The rates quoted in this Agreement are only for you to facilitate the booking by individual transient leisure travel guests of Travel Packages by Your Channels or Other Channels. Company can only provide Room and rate information directly to an Other Channel that packages the Room and rate information and provides the Travel Package information directly to Guests for booking by Guests. Unpublished FIT Package Rates are confidential. Room and rate information cannot be passed to any Other Channel that provides Room and rate information to an additional Other Channel, whether packaged or unpackaged. Rates are not for business travel or group travel-oriented channels. Company shall not provide Room information on any Channels or Other Channels directed to business travel or group travel, or booking 9+ Rooms in a single booking or single session. You are not authorized to release these rates to any other individual or entity, including but not limited to, internet booking/electronic distribution systems, except as and to the extent specifically authorized by the Hotel from time to time and subject to their sole and absolute discretion to terminate with immediate effect any prior authorizations. You may not offer these rates as room-only / unbundled bookings in any manner (e.g. room tax and/or fees listed separately). Company must not provide functionality which would permit guests to strip the package down to view Hotel room rates separately at any time.

FURTHER DISTRIBUTION OBLIGATIONS:

You will not, and will not permit any of your Channels or Other Channel(s) to:

- a. market Rooms as an unpackaged, room-only product on on-line (e.g., internet based) channels, or any other interactive channels including mobile devices that the end-user guest can access, this includes but is not limited to Online Travel Agents, Opaque Sites, Group Buying, Flash Sales, Social Commerce and Daily Deals sites and applications;
- b. make Rooms available through any GDS;
- c. disclose to the end-user guest the rate at which Hotel provided you the Room for booking by the Guest;
- d. make any false, misleading or deceptive claims that it offers specially discounted rates on Hotel inventory, or advertise that it has the lowest price available, substantial discounts, online exclusive rates, exclusive savings, or comparable statements for Hotel guest room inventory.
- e. Except for Other Channels, you may not transfer or assign rates provided in this Agreement to any company or organization.

EXCEPTIONS: Within 24 hours of identifying an Exception (defined below) or of being notified by Hotel of an Exception, you shall immediately suspend further access to any Rooms by your Channels or your Other Channels involved in the Exception until it is resolved. The Hotel may immediately suspend your access to any rates at the time any Exception is identified and you are notified. If the Exception remains unresolved after 2 days of notification, or is not resolved to Hotel's satisfaction within the time period, you must cease making the property and room information and/or room prices of Hotel available to your Channels or your Other Channels. For any Exception notified to Company by Hotel, whether subsequently resolved or unresolved, the Hotel shall be entitled to treat this as a material breach of this Agreement which, without limiting any of Hotel's other rights, shall entitle Hotel to terminate this Agreement, with immediate written notice, without incurring any liability to you for contracted rooms or rates.

Hotel reserves the right to recover any and all Hotel policy expenses from you in the event of an Exception, or Best Rate Guarantee approved claim which demonstrates you, your Channels or your Other Channels as a source of the Exception. This includes the rate adjustment plus \$200USD administrative fee per Exception, or Best Rate Guarantee claim, to be paid by you to the Hotel within ten (10) business days of the Hotel's invoice.

CONFIRMATION: You will provide, in accordance with all applicable laws and privacy policies, confirmation of Travel Package details to Guests. Such confirmation shall provide guests with the name, brand affiliation, precise location and telephone number of the Hotel.

RESERVATION CHANGES: For reservations booked through Company's Channels or Other Channels, Hotel will not be required to honor any changes requested directly by a Guest, unless Company has confirmed those changes with the Hotel regarding such reservation prior to that Guest's check-in. If a Guest requests additional changes to the Guest's reservation directly from the Hotel, whether upon arrival at the Hotel or otherwise, then, unless Company agrees to alternative payment arrangements, the Hotel may charge the Guest directly for such additional changes, including any extra person fees, Incidental Charges, or other additional charges, and the Hotel has the sole right to collect any charges for such Guest requested changes or other charges.

CANCELLATION AND NO SHOWS: Company is responsible for informing every Guest of Hotel's cancellation policy applicable to the Guest's booking and to remit all required payments to the Hotel in the event of a no show if the room was not cancelled before the deadline set by the Hotel. Booked reservations may only be cancelled directly by Company notifying the Hotel.

UNPUBLISHED FIT PACKAGED RATES: Unpublished FIT Package Rates are offered to Company at a discount off of Hotels' Best Available Rate at the time of booking for booking by Guests solely as part of Travel Packages. For the avoidance of doubt, no commission shall be due or payable by Hotel in connection with the booking or consumption of Rooms hereunder.

RATE RULES: Company shall have sole discretion in setting the price of the Travel Package; provided that Company shall ensure that the price advertised and offered for the Travel Package to Guests by its Channels or Other Channels equals or exceeds the sum of the Best Available Rate and all applicable Taxes associated with the particular Room booking.

Hotel shall determine what, if any, restrictions on rates for Rooms and other conditions, including (without limitation), cancellation terms and fees, minimum stay requirements or Mandatory Charges (collectively "**Rate Rules**") will apply to their Rooms. Every Room rate is subject to its associated Rate Rules and no rate may be advertised or displayed unassociated with its accompanying Rate Rules. Company shall cause all Channels and Other Channels to provide notice to Guests of the Rate Rules applicable to the Room rate both prior to any booking and in any confirmation communications delivered to Guests as a result of a booking. Hotel shall honor any Rate Rules provided by the Hotel and prominently displayed by the Channel or Other Channel to the Guest prior to the time of booking. In the event Hotel inadvertently posts an erroneous rate, whether due to human error, incorrect currency, system malfunction, or the like, Hotel shall determine whether or not to honor the rate in the same manner it would if the erroneous rate were posted on a Hotel internal channel in accordance with Hotel's applicable policies.

RELOCATED CUSTOMERS: Hotel will follow its customary relocation policy in regard to guests. It is standard practice when relocating a customer, to refer the customer to a comparable

Marriott affiliated hotel in the area or a hotel of another brand in the area with comparable standards of hospitality.

REVENUE AND TAXES: For Rooms booked by Guests through you, your Channels or your Other Channels at rates provided through this Agreement, you will pay the Hotel an amount equal to 100% of the Standard Room Charge. As between you and the Hotel, you will retain the Guest Price. Company shall remit payment despite receipt of payment in advance from Guest. Company will solely bear all risk of credit, charge or debit card collection with respect to the Rooms. Hotel will not be responsible for charging Guests directly for the Standard Room Charge of the Rooms they booked. Company will research any discrepancies and will reconcile and make settlement based on agreed-upon Standard Room Charge.

Hotel shall have the sole right to remit to the appropriate taxing authority the Taxes included within the Standard Room Charge to the extent received from Company. As between Company and Hotel, Company shall retain all amounts by which the price of the Dynamic Package exceeds such Standard Room Charge, and Company will remit to the appropriate taxing authority any Taxes related in any way to any amount over the Standard Room Charge. For the avoidance of doubt, Company is solely and directly responsible for determining and remitting all applicable Taxes on any amount over the Standard Room Charge.

COMPLIANCE WITH LAWS: You will and you will ensure that the Channels and Other Channels comply with all foreign and domestic laws, codes, regulations, ordinances and rules all applicable foreign and domestic laws, codes, regulations, ordinances, enforcement proceeding, settlement agreement or consent decree applicable to Marriott, and rules with respect to your obligations under this Agreement and the services to be provided by you hereunder, including but not limited to those:

- (i) governing package and tour travel operators/organizers (including, but not limited to, those related to rate display requirements);
- (ii) relating to economic or financial sanctions or embargos administered or enforced by a competent governmental authority, including without limitation: (a) the United Nations Security Council; (b) the European Union; (c) the governmental institutions and agencies of the United States, including the Office of Foreign Assets Control of the United States Department of Treasury ("OFAC"); and (d) the governmental institutions and agencies of the United Kingdom, including Her Majesty's Treasury; and
- (iii) relating to the prevention of money laundering and/or terrorist financing applicable to it or its property or in respect of its business or operations, including all applicable financial record-keeping, know-your-customer and reporting requirements of the United States, and equivalent laws, rules and regulations enforced by other jurisdictions.

Company represents, warrants, and covenants, that it has implemented, and will periodically review to ensure the adequacy of, compliance measures reasonably designed to achieve compliance with this section, and shall promptly notify Hotel upon discovery of any circumstances that are likely to indicate a breach of these obligations.

PERSONAL DATA: Each party acts as an independent controller with respect to its processing of personal data in connection with this Agreement. Each party will comply with its respective obligations under applicable data protection laws with respect to its processing of such personal data. In addition, personal data originating in a member state of the European Economic Area, United Kingdom, Switzerland or any country in which the applicable regulatory authority has approved the use of the Standard Contractual Clauses, which is transferred by Company to Hotel in the United States (which is a transfer to Marriott by virtue of its relationship with such Hotel), the parties

elect to transfer such Data pursuant to the Standard Contractual Clauses by reference to the completed Annex I included as part of the Additional Requirements for Processing and Transfer of Personal Data, which is attached as Schedule 2 and incorporated by reference. For purposes of these Terms and Conditions, "Standard Contractual Clauses" or "SCCs" means Module One of the Standard Contractual Clauses for the transfer of personal data to third countries approved by the European Commission Decision 2021/914 of 4 June 2021. To the extent that either party provides personal data to the other party pursuant to this Agreement, the party supplying the personal data confirms that it has consent or another legal basis to provide the personal data to the receiving party and for the receiving party to process the personal data consistent with this Agreement, and in accordance with its applicable privacy policy. For clarity, nothing in this Agreement limits a party's ability to use an individual's personal data to the extent directed by, consented to or requested by such individual.

REPRESENTATIONS AND WARRANTIES: Each party hereto represents and warrants that it has the right, power and authority to enter into this Agreement and to perform all of its obligations hereunder.

CONFIDENTIALITY: Company acknowledges and agrees that certain information Hotel to which it has access during the Term is confidential ("**Confidential Information**") and shall not be disclosed or utilized by Company for any purpose other than as contemplated herein without the prior written consent of the Hotel. Confidential Information includes but is not limited to the terms of this Agreement, the Unpublished FIT Package Rates, booking and performance data regarding Rooms distributed by or through Company and any material marked confidential or that under the circumstances would be reasonably understood to be confidential. Within fifteen (15) days after expiration or termination of this Agreement, Company must destroy or return to Hotel all Confidential Information in Company's control or possession.

INDEMNIFICATION: Company shall indemnify, defend and hold harmless Hotel, as well as its Affiliates and licensees, and each of their officers, shareholders, directors, members, partners, employees and agents ("**Hotel Indemnified Parties**") from and against any and all liabilities, obligations, losses, damages, claims, demands, suits, actions, deficiencies, penalties, taxes, levies, fines, judgments, settlements, costs, expenses, legal fees and disbursements, and accountants' fees and disbursements (collectively, "**Losses**") incurred by, borne by or asserted against any of the Hotel Indemnified Parties in any way relating to, arising out of or resulting from: (i) Company's material breach of its obligations under the following sections: Personal Data, Compliance with Laws, Anti-Bribery and Anti-Corruption; (ii) information given by Company to third parties (other than information supplied by Hotel) that is false, misleading, or deceptive; (iii) any third party claim that any Company website (or Company Channel or Other Channels websites) or any part or component thereof violates any applicable law or regulation or infringes upon or misappropriates any third party's intellectual or proprietary rights or violates a third party's rights of privacy, (iv) any claims arising out of or relating to Company's failure to pay any applicable taxes due on amounts charged or collected by Company, or (v) any claims or costs, including reimbursement for waiver of or non-collected mandatory charges including resort fees or other automatic property charges, due to the failure of Company or any of its Company Channels or Other Channels to clearly and conspicuously disclose to the consumer in advance of booking all Mandatory Charges or other automatic property charges.

LIMITATION OF LIABILITY: EXCEPT FOR THE CONFIDENTIALITY OBLIGATIONS AND INDEMNITY OBLIGATIONS IN THIS AGREEMENT, THE TRADEMARK/TRADENAMES AND LICENSE OBLIGATIONS ESTABLISHED IN SCHEDULE 1, OR THE FRAUD, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF A PARTY, IN NO EVENT WILL EITHER PARTY OR ANY HOTEL BE LIABLE FOR ANY UNFORESEEABLE, SPECIAL,

EXEMPLARY OR PUNITIVE DAMAGES FROM ANY SUBJECT MATTER OF ANY KIND WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FOR FRAUDULENT MISREPRESENTATION.

INSURANCE: You must procure, maintain and keep in full force and effect during the term of the Agreement adequate insurance coverage (including public liability or commercial general liability insurance and property) as required by law, with a reputable company, including insurance coverage as required under applicable standards as Hotel may notify you from time to time.

DISPUTE RESOLUTION: The parties agree that any dispute in any way arising out of or relating to this Agreement will be resolved by arbitration before JAMS/ENDISPUTE® or the American Arbitration Association in the state and city in which the Hotel is located or the closest available location; provided, however, a dispute relating to infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state, province or country in which the Hotel is located is will be the governing law, and any arbitration award will be enforceable in that state's, province's or federal court.

ANTI-BRIBERY AND ANTI-CORRUPTION: In connection with this Agreement, Company represents, warrants and covenants that is and at all times has been in compliance with all applicable anti-bribery and anti-corruption laws, including, but not limited to, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, the Organisation for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. Except as previously disclosed to Hotel in writing, Company represents, warrants and covenants that: (i) Company has not and will not make, permit or authorize, directly or indirectly, any offer, payment, promise, gift or transfer of money, anything of value, or any financial or other advantage to any person to secure any improper advantage; (ii) Company has not been and is not currently subject to any governmental or regulatory review, audit, inspection or investigation related to applicable anti-bribery laws; and (iii) Company is not aware of any allegations, investigations or inquiries by any governmental authority with regard to a potential violation of applicable anti-bribery law by Company or its personnel or other persons acting on its behalf. Company agrees to accurately record in its books and records any and all expenses related to this Agreement. Company agrees that it will not permit any of its personnel to pay bribes in connection with Company's execution of its obligations under this Agreement. In the event Company obtains credible information indicating that any of its personnel have paid bribes in connection with Company's execution of its obligations under this Agreement, Company will promptly notify Hotel in writing. Upon written request by Hotel, Company agrees to provide Hotel with periodic, but not more frequently than annual, certifications of compliance with applicable anti-bribery and anti-corruption laws.

TERMINATION:

- a. Either party may terminate this Agreement at any time upon 30 days' written notice to the other party.
- b. Hotel reserves the right to cancel any booking made in breach of the Agreement.
- c. Any material breach by you of obligations under this Agreement may result in an immediate suspension or termination of the Agreement, as solely determined by Hotel in its reasonable judgment. You shall inform Hotel of any violations of the Agreement of which you become aware.

- d. Upon termination of the Agreement, Hotel and you will continue to honor the terms of the Agreement with respect to any booking made prior to the termination date for dates following the termination date, unless termination occurred due to a monetary breach.

TRADEMARK/TRADENAMES/ HOTEL CONTENT

- a. The Company's and the Company Channels' (including their Affiliates) right to use Hotel Marks and Hotel Content is subject to the Standards & Guidelines set forth Schedule 1 attached hereto and incorporated by reference.
- b. Content License & Restrictions.
 - i. Hotel hereby grants to Company a worldwide, limited, non-exclusive, non-transferable, revocable license to use, display and publish, in the media set forth in the Agreement and not otherwise disapproved by Hotel from time to time, and with further right to sublicense such rights to Company Affiliates and Company Channels and Other Channels, the Hotel Content solely for the purposes of facilitating bookings by Hotel guests at the Hotel through the Company Channels and Other Channels, pursuant to the specific obligations set forth in this Agreement, (the "License"). Any right, title or interest in or relating to the Hotel Content which comes into existence as a result of, or during the exercise by Company of, any right granted to it hereunder, shall immediately vest In Hotel or its licensor. All goodwill resulting from use of the Hotel Content by any person will inure solely to Hotel or its licensor. Hotel or its licensor retains all right, title and interest in and to the Hotel Content.
 - ii. Company, Company's Affiliates and the Company Channels and Other Channels may not translate, modify or alter in any manner any Hotel Content. All uses of the Hotel Content by Company shall faithfully reproduce the text, color, design and appearance of the Hotel Content as provided to Company by Hotel or requested by Hotel, including trademark and copyright designations. Company agrees to submit to Hotel, at Hotel's request, electronic or hardcopy specimens of materials containing the Hotel Content for Hotel's inspection and approval. In the event that Hotel determines that said specimens do not comply with the License or do not otherwise meet with Hotel's approval, Company shall immediately discontinue and shall not further use such specimens. Company will comply with Hotel's requirements to modify the specimens so that they are in compliance with Hotel's requirements and approved by Hotel. Upon termination, Company and its Affiliates shall destroy or permanently delete all Hotel Content and anything confusingly similar to the Hotel Content from Company's systems (and require the same of Company's Affiliates and Company Channels).
 - iii. Company acknowledges that the Hotel Content and the goodwill associated with therewith, constitute a valuable property interest of Hotel or its licensor and that Hotel or its licensor may suffer substantial, irreparable damage and may be without adequate remedy at law in the event of use of any of the Hotel Content by or on behalf of Company other than in conformance with the terms and conditions of the Agreement. Accordingly, notwithstanding any cure rights set forth in the Agreement on behalf of Company or other remedies available to Hotel at law, Hotel or its licensor shall be entitled to seek immediate injunctive relief for any infringement, imitations, dilution, or misuse of any of its rights in any of the Hotel Content or any unauthorized use of any materials containing any of the Hotel Content, by or on behalf of Company.
 - iv. During the term of the Agreement and thereafter,

Company:

- 1) shall not knowingly do or cause to be done any act or thing contesting directly or indirectly, attack or interfere with the title or validity of the Hotel Content, or attack or interfere with Hotel's ownership rights to the Hotel Content.
- 2) shall not attack the validity of the License granted hereunder;
- 3) shall not at any time, without the prior written consent of Hotel or its licensor, adopt or use any word, name, symbol, device, or mark including, without limitation, any signature, design, logo, trade dress, Internet domain name, address, URL or site of other trade designation which is confusingly similar to the Hotel Content;
- 4) shall not harm, misuse, or tarnish the Hotel Content;
- 5) shall not use the Hotel Content in any manner which could reasonably be expected to diminish the infringe, dilute, or damage the strength and value of the Hotel Content;
- 6) shall comply with the usage requirements in this License;
- 7) shall not modify, alter, or revise the Hotel Content in any manner;
- 8) shall not authorize or agree to any third party's use of the Hotel Content, or any Trademark or any word, name, symbol, device, or mark (including, without limitation, any signature, design, logo, trade dress, Internet domain name, address, URL or site of other trade designation) that incorporates, comprises (in whole or in part), dilutes, or is confusingly similar, to the Hotel Content other than as provided herein;
- 9) shall not, directly or indirectly, register or attempt to register any of the Hotel Content or any word, name, symbol, device, or mark (including, without limitation, any signature, design, logo, trade dress, Internet domain name, address, URL or site of other trade designation) that is confusingly similar to any of the Hotel Content.

FORCE MAJEURE: If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

NOTICE: Any notice required or permitted by the terms of this Agreement must be in writing.

GOVERNING LAW: This contract shall be governed by and construed in accordance with the law of the State of New York. The parties agree that any dispute in any way arising out of or relating to this contract shall be resolved by arbitration before the International Chamber of Commerce in Paris, France, applying the law of the State of New York; that all proceedings will be conducted in English and that all pleadings will be filed in English; and that the arbitrator will be someone who is or who was licensed to practice law in the United States, the United Kingdom or Canada. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery as allowed by the New York Rules of Civil Procedure, during an expedited period to be determined by the arbitrator. The parties further agree that any arbitration award will be enforceable in any court which may have jurisdiction over the Party against whom an award is rendered, and for this purpose, the parties consent to the exercise of personal jurisdiction over it by the courts of either the United States or the United Kingdom.]

WAIVER OF JURY TRIAL: EACH PARTY HERETO HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

ASSIGNMENT: Neither this Agreement nor any rights or obligations hereunder may be assigned, pledged, delegated or otherwise transferred, in whole or in part, by Company, without the prior written consent of Hotel.

RELATIONSHIP OF THE PARTIES: Neither this Agreement nor the cooperation of the parties contemplated hereunder shall be deemed or construed to create any partnership or joint venture between the parties.

PUBLIC COMMUNICATIONS: Company shall not make or issue any public statement or announcement regarding the existence or the content of this Agreement, without the prior written consent of Hotel.

SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. In the event that any provision of this Agreement is determined to be invalid, unenforceable or otherwise illegal, such provision shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement shall be in full force and effect.

SURVIVAL: The obligations of the parties under this Agreement that by their nature would continue beyond expiration, termination or cancellation of this Agreement shall survive any such expiration, termination or cancellation.