



FOUR SEASONS RESORT BALI AT SAYAN
2025 – 2026 WHOLESALE DISTRIBUTION AGREEMENT

01 APRIL 2025 – 31 MARCH 2026

EXCLUSIVELY PREPARED FOR

Submitted to: Lorena Angeles
Product Manager – Americas
Nuba Expediciones de Mexico
Email: lorena.angeles@nuba.com
Mobile: +52 55 3904 4178

Submitted by: Elis Tanthra
Senior Sales Manager
Four Seasons Resort Bali at Sayan
Email: elis.tanthra@fourseasons.com
Phone: +62 361 701010 (ext. 8426)

WHOLESALE DISTRIBUTION AGREEMENT
(Net Package Rates Only - Static)

This Individual Hotel Wholesale Distribution Agreement (“**Agreement**”) is made as of **1 April 2025** (“**Effective Date**”), between Nuba Expediciones de Mexico located at Goldsmith 60, Colonia Polanco, CDMX, Mexico (“**Wholesaler**”) and **PT. Amanda Arumdhani** trading as **Four Seasons Resort Bali at Sayan** located at Br. Kutuh, Desa Sayan, Ubud, Gianyar, Indonesia 80571 (“**Hotel**”). Wholesaler and Hotel shall be referred to individually in this Agreement as a “**Party**,” and jointly as the “**Parties**.”

1. DEFINITIONS

All capitalized terms not otherwise defined in this Agreement have the following meanings:

“**Affiliate**” means any entity that controls, is controlled by, or under common control with another entity.

“**Best Available Rate**” or “**BAR**” means the lowest retail, non-qualified rate that is quoted to members of the general public to book a guest room at Hotel via a Hotel Platform for a particular booking (e.g., type of guest room, dates and length of stay, number of guests and other booking terms). Best Available Rates are dynamic rates and exclude (i) corporate or group rates negotiated by Four Seasons or Hotel; (ii) government rates; (iii) rates negotiated by Four Seasons or Hotel that require qualified proof of membership in a specific third-party company or organization, including but not limited to AAA and AARP; (iv) tour operator/wholesale rates (not intended to be made publicly available for display or booking on a standalone basis); (v) rates made available through any third party distribution channel or platform with which Hotel does not have a contractual relationship; (vi) day use rates; (vii) rates made available to members of any existing or future Four Seasons’ membership or loyalty program; (viii) rates made available to Four Seasons’ or Hotel’s employees, officers, directors, vendors or their respective family members under formal Four Seasons’ programs; (ix) rates made available to members of Four Seasons Preferred Partner Program; or (x) rates associated with any Four Seasons or Hotel promotion of limited scope and duration.

“**Booking Price**” means the total price quoted to a Guest and, if applicable, charged to a Guest for booking a guest room through Wholesaler or any Wholesale Distribution Partner, excluding Taxes and Mandatory Fees (except to the extent either legally required or otherwise identified by Hotel as being included in such total price).

“**Four Seasons**” means Four Seasons Hotels Limited and/or its Affiliates.

“**Guest**” means a Wholesaler end customer who has made a booking via the services provided by Wholesaler or its Wholesale Distribution Partners under this Agreement.

“**Hotel Content**” has the meaning given to it in Section 9(a).

“**Hotel Platform**” means those websites, applications and other systems owned and operated by Four Seasons or Hotel through which guest rooms are marketed, displayed and made available for booking.

“**Intellectual Property Rights**” means any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship, including but not limited to copyrights and moral rights; (b) trademark, trade name and trade dress rights and similar rights; (c) trade secret rights; and (d) patents, designs, database rights, algorithms and other industrial property rights; all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated), whether arising by operation of law, contract, license or otherwise; and all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force.

“**Inventory**” means the guest room inventory (number and type) made available by Hotel under this Agreement for distribution through Wholesaler.

“Mandatory Fees” means mandatory fees and charges, including but not limited to, resort fees, amenities fees and service charges, that are charged by Hotel.

“Package Booking” means a booking by a single Guest of guest room and one or more other travel-related components of material value (e.g., air travel, car rental, admission to destination attractions or activities, etc.) having a common or closely related commencement date such that the price of the guest room and other travel components is displayed, purchased and billed simultaneously as a single price.

“Package Rates” means the net, non-commissionable rates (together with their associated terms and conditions) made available by Hotel exclusively for Package Bookings by prospective Guests under this Agreement. Package Rates are static and exclusive of Taxes and Mandatory Fees (except to the extent either legally required or otherwise identified by Hotel as being included in such total price).

“Relevant Personal Data” has the meaning given to it in Section 8(a).

“Static Package Rates” has the meaning given to it in Section 2.

“Static Rate Sheet” has the meaning given to it in Section 2.

“Taxes” means all forms of tax, duty, rate, levy, or other imposition whenever and by whatever authority imposed.

“Voucher” means the form of written confirmation issued by Wholesaler or any Wholesale Distribution Partner to a Guest for each booking made under this Agreement, which includes the name of the Guest(s); dates of arrival and departure; the number and room category of each room; and the name, location and contact information of Hotel.

“Wholesale Distribution Partners” means those authorized trade-connected Affiliates and/or third parties to whom Wholesaler regularly provides travel products and services for onward distribution; provided that Wholesale Distribution Partners shall be limited to those Affiliates of Wholesaler and/or third parties that (a) distribute under terms and conditions sufficient to allow Wholesaler to enforce the terms of this Agreement; and (b) satisfy the requirements set forth in Exhibit B.

2. **STATIC PACKAGE RATES**

Hotel will provide Package Rates on a static basis (**“Static Package Rates”**) with the discounts set forth in the Static Rate Sheet. Hotel shall complete and submit a Static Net Rate Sheet to Wholesaler in the form attached as Exhibit A (**“Static Rate Sheet”**). The Static Rate Sheet shall be executed by Hotel and Wholesaler, and when fully executed will be subject to and made part of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and the Static Rate Sheet, this Agreement shall control. Hotel, in its sole discretion, will determine from time to time the Inventory, if any, the applicable Static Package Rate and the period of time within which Inventory shall be made available to Wholesaler, all as set forth in a Static Rate Sheet. Hotel reserves the right to designate blackout or restricted dates, and to implement stop-sell status or cancel any unused Inventory for any reason.

3. **ADDITIONAL RATE TERMS AND CONDITIONS**

- (a) Package Rates Are Confidential. Wholesaler agrees that (i) Package Rates are confidential; (ii) Wholesaler will not offer Inventory at Booking Prices that reveal the applicable Package Rate (or the rate of any other material component of the subject travel package); and (iii) Wholesaler will not disclose to any third party, including any Guest or Wholesale Distribution Partner, the discount provided to Wholesaler in calculating the Package Rates.

- (b) Leisure Travel Only. Package Rates and Inventory made available by Hotel under this Agreement may only be made available to prospective Guests (whether by Wholesaler or the Wholesale Distribution Partners) booking individual leisure travel. Bookings for five (5) or more guest rooms per night will be deemed a group booking and are not eligible for the Package Rates offered under this Agreement.
- (c) Package Rate Terms and Conditions. Hotel, at its sole discretion, shall determine what, if any, terms and conditions apply to its Inventory and the associated Package Rates. Such terms may include, without limitation, mandatory booking window, cancellation and no-show terms and charges, credit card guarantees, Taxes, Booking Price display, Mandatory Fees and the terms and conditions of Hotel's and/or Four Seasons' Privacy Notice. Hotel will provide (and update from time to time) all applicable rate terms and conditions via the applicable Static Rate Sheet, and Wholesaler shall ensure that Wholesaler and any Wholesale Distribution Partners, clearly and conspicuously disclose such terms and conditions to prospective Guests (i) when displaying or promoting a guest room or Package Rate; (ii) prior to a prospective Guest booking a guest room; and (iii) in any confirmation delivered to a Guest as a result of a booking (and/or in such other manner that may be legally recommended or required). Wholesaler shall not vary the applicable rate terms or conditions or other Hotel Content provided and shall not make any warranties, representations or other promises to Guests with respect to Hotel beyond what is contained in the rate terms and conditions or Hotel Content.
- (d) Sole and Exclusive Source. Wholesaler shall offer, display or list guest room accommodations at Hotel using only the Package Rates and Inventory received from Hotel under this Agreement and shall not offer, display or list guest rooms at Hotel using rate or inventory information obtained from any other third party or other distribution channel.
- (e) Erroneous Rates. In the event Hotel provides a Package Rate in obvious error, Hotel may elect to not honor the rate in accordance with Hotel's or Four Seasons' policies applicable to the posting of erroneous rates on any Hotel Platform.
- (f) Vouchers. Wholesaler shall ensure that Wholesaler and Wholesale Distribution Partners issues Vouchers or e-confirmation to Guests for each Package Booking facilitated by Wholesaler under this Agreement. Vouchers or e-confirmation must be presented at the Hotel by the Guest at the time of arrival, and failure to provide a Voucher or e-confirmation may result in the Guest being charged the then current BAR for the applicable room(s).

4. DISTRIBUTION

- (a) Permitted Distribution. Inventory and Package Rates made available by Hotel under this Agreement may only be used for Package Bookings and may only be offered by Wholesaler via (i) traditional offline channels (e.g., brick and mortar travel agency) or (ii) trade-connected (i.e., non-public) channels to those Wholesale Distribution Partners that re-distribute such Inventory and Package Rates to prospective Guests through (x) traditional offline channels (e.g., brick and mortar travel agency) or (y) direct-to-consumer (B2C) online channels. Except as permitted under this Section, Inventory and Package Rates are non-transferable and may not be passed to any other individual, company or organization for display, promotion, republication, redistribution or resale, whether on a room only, opaque or package basis.
- (b) Responsibility for Third Parties. Wholesaler acknowledges and agrees that: (i) the terms and conditions of this Agreement applicable to Wholesaler's promotion and offering of Inventory and Package Rates shall apply in the same manner to the offering of Inventory and Package Rates by any Wholesale Distribution Partner as if such Wholesale Distribution Partner was a party hereto; (ii) Wholesaler is solely responsible for, and shall take whatever steps necessary to ensure, the prompt and proper performance of the terms and conditions of this Agreement by any such Wholesale Distribution Partner; and (iii) Wholesaler remains liable for violations of this Agreement by any such Wholesale Distribution Partner and, without limiting the foregoing, nothing shall relieve Wholesaler of its obligation to make all payments to Hotel under the terms of this Agreement.

- (c) Distribution Violation. Any breach or violation by Wholesaler or any Wholesale Distribution Partner of the terms and conditions of Section 3 or this Section 4 shall constitute a “Distribution Violation”. Within forty-eight (48) hours of becoming aware of a Distribution Violation (whether by notice from Hotel or otherwise), Hotel may suspend Wholesaler’s (and/or require that Wholesaler suspend the applicable Wholesale Distribution Partner’s) access to the Package Rates and Inventory until completely resolved. If the Distribution Violation remains unresolved to Hotel’s satisfaction after thirty (30) days of delivering notification (or if three or more Distribution Violations (even if resolved) occur during the Term), Hotel may, in addition to exercising any other rights it may have under this Agreement or at law, terminate this Agreement (and/or require that Wholesaler terminate the applicable Wholesale Distribution Partner’s access to the Package Rates and Inventory). Wholesaler shall promptly execute any request by Hotel to suspend or terminate a Wholesale Distribution Partner’s access under this Section. For each Distribution Violation (and in addition to amounts that may be otherwise owed by Wholesaler under the terms and conditions of this Agreement), Wholesaler shall pay to Hotel any and all expenses incurred as a result of the Distribution Violation including, without limitation, a Distribution Violation fee equal to twenty percent (20%) of the applicable Package Rate for each booking made in connection with the Distribution Violation, all of which shall be due and payable by Wholesaler within five (5) days of Wholesaler’s receipt of Hotel’s demand. Hotel may elect to not honor any booking resulting from a Distribution Violation.

5. HOTEL PAYMENT; TAXES; MANDATORY FEES

- (a) Required Booking Data. With each Package Booking, Wholesaler or the applicable Wholesale Distribution Partner shall transmit to Hotel the required reservation data (e.g., Guest name and email address, arrival and departure dates, etc.), together with any required payment card or other information, as otherwise set forth in the applicable Static Rate Sheet.
- (b) Available Payment Methods. Charges for Inventory sold by Wholesaler or the applicable Wholesale Distribution Partner shall be paid by Wholesaler to Hotel as indicated in the applicable Static Rate Sheet and in accordance with the terms set out in clauses (i), (ii) and (iii) below (as applicable). Wholesaler and the applicable Wholesale Distribution Partner, if any, shall be jointly and severally liable for payment of all charges specified in each booking.
- i. Prepayment. Hotel will invoice Wholesaler for the applicable Package Rates for reserved room(s) plus applicable Taxes (unless Taxes are legally required to be paid by Wholesaler or are included in the Package Rates) and Mandatory Fees (if applicable) at the time the Package Booking is made. Hotel must receive from Wholesaler or the applicable Wholesale Distribution Partner full prepayment of all invoiced amounts as set forth in the Static Rate Sheet. If Hotel does not receive full payment as indicated, and no other form of full payment has been received prior to the Guest’s arrival, the Guest’s credit card will be charged at BAR of the arrival day, and if no valid credit card has been provided, Wholesaler shall be responsible for these charges.
- ii. Invoice or Credit Facility. Hotel will invoice Wholesaler for the applicable Package Rates for consumed room(s) plus applicable Taxes (unless Taxes are legally required to be paid by Wholesaler or are included in the Package Rates) and Mandatory Fees (if applicable) upon the applicable Guest’s checkout. Payment of these charges is due within thirty (30) days of receipt of the applicable invoice. Payments not received within thirty (30) days from date of invoice may result in Hotel’s suspension or termination of this Agreement or a change to the permitted method of payment, at Hotel’s discretion. Wholesaler shall make payment to the Hotel and shall send proof of payment to the Hotel as indicated above, Attention: Accounting. In the event Wholesaler disputes any sums in good faith, Wholesaler shall timely pay the undisputed portions of the invoice in accordance with this Agreement, while the disputed sums are being resolved. Wholesaler shall provide Hotel with written notice of any good faith dispute of sums within thirty (30) days after it has received such disputed invoice and failure to provide notice will constitute a waiver of the right to dispute any charges reflected in the invoice.

- iii. Virtual Credit Card. Hotel shall charge the applicable Packaged Rates for consumed room(s) plus applicable Taxes (unless Taxes are legally required to be paid by Wholesaler or are included in the Package Rates) and Mandatory Fees (if applicable) to Wholesaler's payment card provided at the time of booking ("Virtual Credit Card"), on the check in day of the applicable Guest. All charges at the Hotel will be processed in local currency (IDR / Indonesian Rupiah). In the event that charges are denied or not processed by the Virtual Credit Card, Wholesaler shall remedy such non-payment within twenty-four (24) hours of notification from Hotel. If Wholesaler does not successfully remedy such non-payment within the twenty-four hour (24) time period, Hotel will invoice Wholesaler for the charges and payment shall be due from Wholesaler within fifteen (15) business days of receipt of invoice.
- iv. Late Payment. Any amounts not paid within the applicable timeline set forth above are subject to an interest charge equal to the lesser of (i) two percent (2%) per month, or (ii) the maximum legal rate permitted by applicable law.
- (c) Cancellation. In accordance with Hotel's applicable cancellation policies and procedures, Hotel shall charge Wholesaler the relevant charges for any Guest's (a) departure prior to the booking departure date, (b) failure to show up for a booking, or (c) cancellation in violation of Hotel's cancellation policy. Wholesaler shall pay such early departure, no show or cancellation charges in the same manner as set out in the applicable Static Rate Sheet.
- (d) Taxes. Hotel will provide Wholesaler with the tax rates applicable to the booking of Inventory. Wholesaler agrees that it shall be solely responsible for collecting all applicable Taxes from Guests and for each booking shall: (i) remit any Taxes on the applicable Package Rate to Hotel as set forth above (unless such Taxes are legally required to be collected and remitted to the taxing authority by Wholesaler, in which event Wholesaler shall promptly remit the Taxes and provide evidence of such remittance to Hotel upon request); and (ii) remit any additional Taxes, including VAT / GST or similar taxes, that may be due and owing as a result of such booking, including, without limitation, any Taxes on the amount charged by Wholesaler to a Guest in excess of the applicable Package Rate to the applicable taxing authority.
- (e) Mandatory Fees. Hotel shall disclose the existence and amount of, and the services and amenities provided in exchange for, any Mandatory Fees via the applicable Static Rate Sheet. Unless included in the Package Rates provided by Hotel, Mandatory Fees shall be collected by Hotel from the Guest at check-out.

6. TERM AND TERMINATION

- (a) This Agreement is effective as of the Effective Date and shall continue in effect for an initial term of one year from such date unless terminated earlier as provided in this Agreement (the "**Term**").
- (b) If a Party materially breaches this Agreement, the non-breaching Party may give written notice to the breaching Party specifying the breach or breaches that have occurred. Except as expressly stated otherwise in this Agreement, the breaching Party will be entitled to ten (10) days after receipt of such notice within which to cure any payment breach and thirty (30) days after receipt of such notice within which to cure any other breach. Hotel's termination rights under this Section shall be subject and without limitation to Hotel's suspension and termination rights under Section 4(c).
- (c) Hotel or Wholesaler may terminate this Agreement by giving written notice to the other Party if the other Party ceases to do business as a going concern; becomes insolvent, bankrupt or the subject of a receivership or administration; has a trustee or liquidator appointed for it; or has any substantial part of its property subjected to any levy, seizure, assignment or sale for or by any third party.

- (d) A Party's failure to comply with the terms of this Agreement will not constitute a breach to the extent such failure results from events beyond the reasonable control of the non-compliant Party, including without limitation government regulation; acts of God; terrorist acts; fire; war; civil unrest; power fluctuations or outages; or telecommunications outages or delays; that in each event make such Party's compliance illegal or impossible (each a "**Force Majeure Event**"); provided that each Party shall promptly notify the other Party if a Force Majeure Event occurs and shall notify such Party of the expected duration of the Force Majeure Event and the obligations hereunder that will be affected, and shall at all times use commercially reasonable efforts to prevent, avoid, or mitigate the effects or interruptions of such Force Majeure Event, and will recommence performance hereunder whenever and to whatever extent commercially practicable, without delay. If such non-compliance continues for more than thirty (30) consecutive days, either Party may terminate this Agreement by giving written notice to the other Party.
- (e) The obligations of the Parties under this Agreement that by their terms or nature would continue beyond expiration or termination of this Agreement shall survive any such expiration or termination (including, without limitation, those obligations set forth in Sections 6(e), 7, 8, 10, 11 and 13). In addition, all liabilities and obligations that have accrued prior to termination or expiration shall also survive, and each Party shall retain any and all rights that it may have under applicable law. For clarity, following expiration or earlier termination of this Agreement, (i) Wholesaler shall continue to make payments for all bookings with stay dates occurring after expiration or termination of this Agreement in accordance with Section 6, and (ii) Hotel shall honor all proper bookings made by Wholesaler during the Term with stay dates occurring after expiration or termination of this Agreement if and to the extent Wholesaler continues to make timely payments for such bookings in accordance with Section 5.

7. CONFIDENTIALITY

"Confidential Information" means all information furnished or made available by one Party to the other in connection with this Agreement that is designated or should otherwise be reasonably expected to be treated as confidential by the disclosing Party. Confidential Information does not include any information that (a) is already lawfully known by the receiving Party when received as a matter of record; (b) is independently developed by the receiving Party without use of or reliance on the disclosing Party's Confidential Information; (c) is now or hereafter becomes generally available to the public other than as a result of disclosure by the receiving Party; (d) is received by the receiving Party from a third party legally entitled to make such disclosure; or (e) is disclosed after the receiving Party obtains prior written approval from the disclosing Party for such disclosure. Neither Party will use the other Party's Confidential Information for any purpose other than to fulfill its obligations arising under this Agreement. Each Party will keep confidential the other Party's Confidential Information and the terms and pricing contained in this Agreement and will not disclose such information to any person or entity other than its employees, agents, Affiliates and, in the case of Hotel, Four Seasons, who, in each case, are bound by obligations of confidentiality at least as protective as those contained in this Section or as otherwise may be required to fulfill its obligations arising under this Agreement. Each Party will be responsible for the breach of this Section by its employees, agents, Affiliates and, in the case of Wholesaler, its Wholesale Distribution Partners. A Party may disclose the other Party's Confidential Information to the extent required by law, regulation, judicial process or order of a governmental authority, provided that the disclosing Party discloses only that Confidential Information necessary to comply with such requirement and that, if legally permitted, the disclosing Party gives the other Party prompt notice of such requirement following the disclosing Party's receipt of notice, or determination of the existence, of such requirement, and reasonably cooperates with such Party in its attempts, if any, to seek a protective order in respect of same. After the termination of this Agreement, each Party will promptly return to the other Party or destroy and/or delete all of the other Party's Confidential Information furnished to it upon the written request of the other Party. Each Party will confirm any such destruction and deletion in writing to the other party within thirty (30) days of receipt of such written request. For clarity, Relevant Personal Data shall be treated in accordance with Section 8.

8. PRIVACY AND DATA SECURITY

- (a) Each Party acknowledges that, for the purpose of privacy and data security laws and regulations (“**Data Privacy Laws**”) including, but not limited to, the European Union’s General Data Protection Regulation (2016/679) (“**GDPR**”), each Party functions as a separate, independent data controller of all personal data of Guests that Wholesaler or its Wholesale Distribution Partners send to Four Seasons or Hotel under this Agreement (“**Relevant Personal Data**”). Each Party acknowledges that it, independently of the other Party, determines the purposes for which and the manner in which Relevant Personal Data is, or is to be, processed. Each Party shall process Relevant Personal Data in accordance with all applicable Data Privacy Laws, including the GDPR, and taking into account the nature, scope, context and purpose of processing, implement and maintain appropriate technical and organizational security measures to ensure a level of security appropriate to the risk, including the risk of accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Relevant Personal Data.
- (b) Four Seasons and Hotel shall process Relevant Personal Data in accordance with the Four Seasons Privacy Notice, which is available at www.fourseasons.com/privacy.
- (c) Wholesaler shall be responsible for ensuring that it (i) complies with such payment card security requirements as are required by law and with the Payment Card Industry Data Security Standard (“**PCI DSS**”); (ii) maintains the security of cardholder data in its possession, that such data will be utilized only for the purpose of completing transactions, providing fraud control services, and other uses as permitted by law and the PCI DSS; and (iii) has internal security programs and audit compliance processes in place that assure a Payment Card Industry representative or a Payment Card Industry-approved third party will be provided with full cooperation and access to conduct a thorough security review, after the occurrence of a Cardholder Event, for the purpose of validating compliance with the PCI DSS. For purposes of this Agreement, a “Cardholder Event” means any of the following: a loss of, an incident of unauthorized access to, or an unauthorized disclosure of, cardholder data that is stored by or transmitted by Wholesaler or its Wholesale Distribution Partners.

9. INTELLECTUAL PROPERTY RIGHTS

- (a) During the Term, Wholesaler is hereby granted the right to (i) use only the Hotel name (e.g., Four Seasons Resorts Bali at Sayan) and logo (including, without limitation, the Tree Device) and copyrightable materials (e.g., images, videos, text and other substantive content regarding Hotel) specifically made available by Hotel to Wholesaler hereunder via a link (collectively, the “**Hotel Content**”) for the sole purpose of identifying the Hotel, and its premises and services, in connection with the promoting, marketing and distributing the Package Rates and Inventory in accordance with this Agreement, and (ii) grant any Wholesale Distribution Partner the right to use the Hotel Content, in each case on and subject to the terms of this Section 9. Any use of the Hotel Content, including in promotional materials, public announcements or otherwise and including any use by a Wholesale Distribution Partner, shall (x) be in accordance with any applicable standards, guidelines or specifications made available from Hotel from time to time (whether made available with the Hotel Content or otherwise), and (y) require Hotel’s prior written approval. Wholesaler may not alter, edit or translate any of the Hotel Content absent receipt of Hotel’s prior written consent and shall promptly update Wholesaler’s authorized channels (and ensure that each Wholesale Distribution Partner updates its authorized channels) as new Hotel Content is made available. Except for the limited right to use granted herein, this Agreement does not convey to Wholesaler any right, license, title or interest in the Hotel Content. Hotel or its licensors, as applicable, shall retain any and all right, license, title and interest in and to the Hotel Content. All goodwill created by the use of the Hotel Content hereunder shall inure and accrue to Hotel or such licensors, as applicable. Wholesaler shall not take any action that would in any way impair the proprietary rights of Hotel or its licensors in the Hotel Content. Wholesaler may not use any intellectual property associated or used with or content regarding Hotel that is not provided by Hotel, and Wholesaler shall not scrape or otherwise obtain any content from the Hotel Platform or other channels or platforms. For clarity, the foregoing is not, and shall not be deemed to constitute a license or sublicense of any trademarks, service marks, trademarks, logos and/or copyrightable materials owned by Hotel and/or Four Seasons.

- (b) Wholesaler shall not advertise, offer, market, distribute or sell the Inventory or exploit the Hotel Content in any manner on or through Internet search engines or directories, metasearch sites, aggregators, Internet social media platforms or other Internet-based platforms except as expressly provided in this Agreement. Wholesaler agrees not to use any Hotel Content in any manner that could reasonably be expected to have an adverse impact on the goodwill attached to such Hotel Content or the corporate image of Four Seasons or Hotel.
- (c) Hotel hereby consents to the use of the Hotel Content by each of the Wholesale Distribution Partners solely to the extent approved by Hotel (as contemplated in Section 9(a)) and solely in connection with a Wholesale Distribution Partners' display or booking of Inventory and in any listing or description of suppliers offering travel-related products through the Wholesale Distribution Partner.
- (d) Hotel has the right to request, at any time and for any or no reason, that Wholesaler (or any Wholesale Distribution Partner) immediately cease or otherwise modify any particular use of the Hotel Content, and Wholesaler shall promptly comply with such request.
- (e) Wholesaler (and each Wholesale Distribution Partner) shall include a current full color photo of Hotel on each online channel or platform and printed brochure, if any.
- (f) To the extent permissible under applicable law, Wholesaler may not bid on, purchase, register or use, directly or indirectly, any of the terms (including all common misspellings and translations) listed in the attached Exhibit C (as such Exhibit may be updated and amended by Hotel from time to time upon written notice to Wholesaler) (the "**Keywords**") with respect to any adword, keyword, liked page, hashtag, followed account or similar search term program offered by a search engine, comparison shopping engine, online travel agency, loyalty site or other Internet-based platform. To the extent permissible under applicable law, Wholesaler may not purchase the Keywords for use in text links, banner ads, pop-up ads, sponsored listings or any other type of search term or referral-based marketing.
- (g) In the event Wholesaler use keywords or adwords on a search engine or other Internet-based platform, Wholesaler shall, to the extent permissible under applicable law, use the terms listed in the attached Exhibit D (as such Exhibit may be updated and amended by Hotel from time to time upon written notice to Wholesaler) (the "**Negative Keywords**") on a negative broad or phrase match basis on such search engines or platforms so that Wholesaler's ads or listings are not displayed when a prospective guest's search includes (either alone or in conjunction with other search terms) one or more of the Negative Keywords.
- (h) Wholesaler acknowledges and agrees that a violation of this Section 9 would cause irreparable harm to Hotel and any of its licensors or Affiliates and that Hotel shall be entitled to seek immediate injunctive relief for breaches of this Section 9 (including by Wholesale Distribution Partners).

10. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

- (a) ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY, GOOD AND WORKMANLIKE SERVICE, REASONABLE SKILL AND CARE OR NON-INFRINGEMENT, RELATING TO THE SUBJECT MATTER HEREOF ARE DISCLAIMED BY EACH PARTY AND WAIVED BY THE OTHER PARTY TO THE MAXIMUM EXTENT PERMITTED BY LAW. NEITHER PARTY WARRANTS THAT THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER WILL BE UNINTERRUPTED OR ERROR-FREE.

- (b) NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS THE LIABILITY OF EITHER PARTY WITH RESPECT TO SECTION 11 OR WHOLESALER'S, ITS AFFILIATES' OR THE WHOLESALE DISTRIBUTION PARTNERS' BREACH OF SECTIONS 7, 8 OR 9 HEREOF OR FOR WHOLESALER'S OR THE WHOLESALE DISTRIBUTION PARTNERS' GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT.

11. INDEMNIFICATION

- (a) By Wholesaler. Wholesaler shall indemnify, defend and hold harmless Hotel and Four Seasons, as well as their respective Affiliates and licensees, and each of their officers, shareholders, directors, members, partners, employees and agents (collectively, the "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) Wholesaler's or any Wholesale Distribution Partner's material breach of this Agreement; (ii) the gross negligence, willful misconduct or fraud of any employee, agent, or subcontractor of Wholesaler or any Wholesale Distribution Partner; (iii) any actual or alleged infringement of any patent, copyright, trademark, trade name, trade secret or other proprietary or Intellectual Property Right by any service or product, including software, delivered by Wholesaler pursuant to this Agreement; (iv) information given by Wholesaler or any Wholesale Distribution Partner to third parties (other than information supplied by Hotel or a third party, including but not limited to Guests booking reservations through Wholesaler) that is materially false, misleading, or deceptive; (v) any physical injury to or death of any person or any damage or destruction of property to the extent caused by the negligence, willful misconduct or fraud of Wholesaler or any Wholesale Distribution Partner or their respective agents, employees, Affiliates or subcontractors in the performance of this Agreement; or (vi) the failure to pay any taxes due and owing by Wholesaler or any Wholesale Distribution Partner.
- (b) By Hotel. Hotel shall indemnify and hold harmless Wholesaler and its officers, shareholders, directors, employees and agents (collectively, the "Wholesaler Indemnified Parties") from and against any and all Losses incurred by, borne by, or asserted against any of the Wholesaler Indemnified Parties in any way relating to, arising out of or resulting from: (i) Hotel's material breach of this Agreement; (ii) the gross negligence, willful misconduct or fraud of any employee or subcontractor of Hotel; or (iii) any physical injury to or death of any person or any damage or destruction of property to the extent caused by the gross negligence, willful misconduct or fraud of Hotel, or its agents, employees, or subcontractors in the performance of this Agreement.

12. INSURANCE

Throughout the Term, Wholesaler shall carry and maintain (i) Comprehensive General Liability insurance through companies satisfactory to Hotel endorsed to include products and completed operations and contractual liability in a minimum amount of Five Million Dollars (USD 5,000,000.00) per occurrence and (ii) Privacy and Cybersecurity Liability insurance (including costs arising from data destruction, hacking or intentional breaches, crises management activity related to data breaches and legal claims for security breach, privacy violations and notification costs) of at least Five Million Dollars (USD 5,000,000.00) per occurrence. In addition, throughout the Term and for two (2) years thereafter, Wholesaler shall carry and maintain Errors & Omissions/Professional Liability insurance, in an amount not less than Three Million Dollars (USD 3,000,000.00) per claim and annual aggregate, covering all acts, errors, omissions, negligence, and including infringement of intellectual property (except patent and trade secret). Such policies shall: (i) be primary and not contributory with Four Seasons' or the Hotels' insurance; and (ii) provide that they may not be cancelled or changed without at least thirty (30) days prior written notice to Hotel. Upon execution of this Agreement, Wholesaler shall furnish to Hotel a Certificate of Insurance evidencing such coverage, and naming Hotel and Four Seasons as additional insureds on the Comprehensive General Liability insurance policy. Wholesaler shall continue to provide subsequent annual Certificates of Insurance evidencing uninterrupted compliance with this insurance requirement until the termination of this Agreement.

13. MISCELLANEOUS

- (a) Any action or proceeding by a Party against the other, or against any employee, officer, director, agent or assign of the other, arising from or relating to this Agreement (whether under statute, in contract, tort, or otherwise and whether for money damages or declaratory or equitable relief) will be tried by a judge sitting without a jury. Each Party hereby waives any right to trial by jury of any such action.
- (b) This Agreement shall be governed by and interpreted pursuant to the laws of the state, province or country (as applicable) where Hotel's facilities are located. The Parties hereby submit to the exclusive jurisdiction of the courts of the state, province or country (as applicable) where Hotel's facilities are located.
- (c) Each Party will comply with all applicable laws, regulations and governmental orders ("**Laws**") applicable to their performance hereunder.
- (d) This Agreement does not constitute a partnership, joint venture, or similar arrangement among the Parties. No Party, nor any of their respective directors, officers, employees or agents, is authorized to bind the other Parties or otherwise act in the name of or on behalf of the other Parties. Nothing herein shall be construed to give any person or entity other than the Parties any legal or equitable right, remedy or claim in connection with or arising from a Party's performance hereunder.
- (e) This Agreement is not assignable by Wholesaler without the prior written consent of Hotel.
- (f) All notices given pursuant to this Agreement must be in writing and (a) personally delivered; (b) deposited in the mail, first-class, registered or certified mail, return receipt requested, or similar service with postage prepaid; or (c) sent by overnight courier service (for next business day delivery if within the country of the sender or second business day delivery if outside the country of the sender), shipping prepaid as follows (or to such other persons or addresses as either Party may specify by notice duly given):

If to Hotel:

PT. Amanda Arumdhani dba
Four Seasons Resort Bali at Sayan
Br. Kutuh, Desa Sayan, Ubud, Gianyar 80571, Bali, Indonesia
Attn: Elis Tanthra
Email: elis.tanthra@fourseasons.com

If to Wholesaler:

Nuba Expediciones de Mexico
Goldsmith 60, Colonia Polanco, CDMX, Mexico
Attn: Lorena Angeles
Email: lorena.angeles@nuba.com

Except as otherwise specified herein, notices will be deemed given and received at the time of delivery or of refusal of delivery.

- (g) This Agreement, together with the attached Exhibits, constitutes the entire agreement between the Parties with respect to the subject matter thereof and supersedes and replaces any and all other agreements and representations, verbal or written, with respect thereto. There are no representations, warranties or agreements made or relied upon by a Party with respect to the subject matter of this Agreement that are not set forth therein. This Agreement may not be amended or modified other than by a written agreement executed by Hotel and Wholesaler

- (h) Any element of this Agreement may be executed in counterparts, each of which when executed will be deemed to be an original and all of which taken together will constitute the same instrument. A signature delivered by electronic transmission will be effective to bind the executing Party. Any element of this Agreement may be retained or stored by a Party solely in an electronic format, and any reproduction thereof by reliable means from an electronic format will be deemed an original.
- (i) Except as otherwise provided in this Agreement, the failure of a Party to exercise any of its rights or to enforce any of the provisions of this Agreement on any occasion will not be a waiver of such right or provision, nor affect the right of such party thereafter to enforce such right or provision. No waiver shall be effective unless made in writing and signed by the Party so waiving.

Hotel and Wholesaler have each caused this Agreement to be executed as of the date first noted above.

The individual signing below represents that he or she is authorized to do so on behalf of the Party he or she is intending to bind.

HOTEL

**PT. Amanda Arumdhani
d.b.a Four Seasons Resort Bali at Sayan**

WHOLESALER

Nuba Expediciones de Mexico



BY : _____
 NAME : Elis Tanthra
 TITLE : Senior Sales Manager
 DATE : 14 January 2025

BY : _____
 NAME : Lorena Angeles
 TITLE : Product Manager - Americas
 DATE : _____

Exhibit A
STATIC RATE SHEET

This Static Rate Sheet, effective as of the date that it is fully executed (the “**Static Rate Sheet Effective Date**”), is made and entered into by and between Wholesaler and Hotel and is hereby incorporated into and made part of that certain Individual Hotel Wholesale Distribution Agreement dated **1 April 2025** by and between Wholesaler and Hotel (the “**Wholesale Agreement**”). Unless specifically defined otherwise herein, all capitalized terms used in this Static Rate Sheet will have the meanings set forth in the Wholesale Agreement.

- 1. Static Package Rates.** The Static Package Rates are: (i) per room; (ii) per night; (iii) based on single or double occupancy; (iv) solely applicable to the Rate Period (as indicated in the tables below); (v) applicable for stay starting of one (1) or more night(s); (vi) available for use solely on a packaged basis; and (vii) subject to the terms of the Wholesale Agreement, including the terms and conditions set forth in this Static Rate Sheet.

Static Package Rates are inclusive of 11% Government Tax and 10% Service Charge (NETT) and subject to change. Tax structure is subject to change without prior notice.

CONTRACTED RATES	LOW SEASON	SHOULDER SEASON	HIGH SEASON	PEAK SEASON
Accommodation Types and Periods	01 Apr – 31 May 2025 10 Oct – 20 Dec 2025 09 Jan – 31 Mar 2026	01 Jun – 09 Jul 2025 01 Sep – 09 Oct 2025	10 Jul – 31 Aug 2025	21 Dec 2025 – 08 Jan 2026
	Rates in USD	Rates in USD	Rates in USD	Rates in USD
Duplex Suite	960	1,020	1,130	1,310
One Bedroom Suite	1,240	1,280	1,420	1,610
Family Suite**	1,240	1,280	1,420	1,610
One Bedroom Villa	1,480	1,530	1,680	1,870
Riverfront One Bedroom Villa	1,710	2,170	2,400	2,470
Sayan Villa	1,930	2,510	2,680	2,740
Two Bedroom Villa	4,050	4,940	5,860	6,350
Riverview Two Bedroom Villa	4,680	5,640	6,630	7,050
Three Bedroom Royal Villa	5,810	6,460	8,390	9,680

- Above static package rates quoted are non-commissionable
- The maximum guest room occupancy is **3 adults** or **2 adults with 2 children below 13 years old**. For additional person(s) in the guest room, the following “Extra Person Rate” shall apply. The Extra Person Rate is per person, per night, and inclusive of applicable taxes

STANDARD BENEFITS

All Suites and Villa Categories

- Daily breakfast for up to two (2) persons per occupied bedroom at the Restaurant.
- **Family Suite includes daily breakfast for up to two (2) adults and 2 children
- Daily housekeeping and evening turn down service
- Tropical welcome fruit in the suite or villa
- Complimentary access to Hotel’s facilities (i.e. Pool, Gym, Whirlpool, Kids Club, Steam/Sauna, etc.)
- Complimentary wifi internet access

Honeymoon

- Tropical flower bouquet upon arrival
- Honeymoon sweets
- Flower petals arrangement

CHILD POLICY

CATEGORY	AGE	EXTRA BED	BREAKFAST SUPPLEMENT
Infant	0 to 4.99 years old	Complimentary, maximum 1 unit per bedroom	Complimentary
Children	5.00 – 12.99 years old		USD 17.5 nett
Adult Children	13.00 – 17.99 years old		USD 35 nett

Note:

- One extra bed (not including breakfast) will be given complimentary for a child below 18 years old (17.99 years old) sharing a bedroom with parents
- Maximum 2 children can share a bedroom with parents with one (1) additional extra bed
- Additional breakfast for children sharing the same suite/villa with parents, will be automatically charge
- Rates are per person per night
- Rates are NETT inclusive of 11% Government Tax and 10% Service Charge and non-commissionable

3rd PERSON CHARGE (18 YEARS AND ABOVE)

ITEM	RATE
Baby Cot/Crib	Complimentary
Extra Bed (include daily breakfast at the Restaurant)	USD 129 nett

Note:

- Extra Bed rate is per unit per night and only one unit can be accommodated per bedroom
- Rates is NETT inclusive of 11% Government Tax and 10% Service Charge and non-commissionable

MEAL PLANS

Meals	Inclusions	Adult Rates	Child Rates	Infant
Half Board	One (1) Dinner or one (1) Lunch	USD 60 nett	USD 30 nett	Complimentary
Full Board	One (1) Dinner and one (1) Lunch	USD 98 nett	USD 49 nett	Complimentary

Terms & Conditions:

- Dinner selections: A la carte Dinner at Ayung Terrace Restaurant or Riverside Restaurant
- Lunch selections: A la carte Lunch at Ayung Terrace Restaurant or Riverside Restaurant
- A la carte Lunch and Dinner are limited to three items per person (Appetizer, Main course, Deserts) per meal, include still/sparkling water, coffee, and tea; exclude soft beverages, juices, mocktails, cocktails and alcoholic beverages
- Not Valid on 24, 25 & 31 December 2025
- Specialty dining, Sokasi Cooking School, Chef's Table Dinner and Room Service are excluded
- Rates are non-commissionable
- Valid for in house guests only

SPECIAL PACKAGE

BALI TWICE THE MAGIC

Combine your stay at Four Seasons Resort Bali at Sayan and Four Seasons Resort Bali at Jimbaran Bay to get special benefits as follow:

- One (1) complimentary night for every 2 consecutive nights paid (equivalent of Stay 3 Pay 2) in each resort
- One time inter-resort transfer between Four Seasons Resort Bali at Sayan and Four Seasons Resort Bali at Jimbaran Bay (valid only for consecutive stays)
- Complimentary packing and unpacking service (on request)
- Seamless check in and check out (check in only at first Four Seasons Resort and check out only at last Four Seasons Resort)

Arrival by River Raft available at additional USD 285 NETT per couple. Arrival by River Raft available when guest stay at Four Seasons Resort Bali at Jimbaran Bay first.

Terms & Conditions:

- Valid for all room categories and applicable across all seasonality
- Valid for a combination stay (consecutive) of minimum of three (3) nights at Four Seasons Resort Bali at Sayan and three (3) nights Stay at Four Seasons resort Bali at Jimbaran Bay
- Arrival by River Raft rate is NETT, inclusive of 11% Government Tax & 10% Service Charge and non-commissionable
- Offers are accumulative (i.e. stay 6 nights get 2 complimentary nights)
- Cannot be combined with any other promotional offer, unless otherwise specified

AIRPORT TRANSFER + INTER RESORTS TRANSFERS

Hotel provides a private airport transfer from the airport to Hotel or from Hotel to the airport with the following options:

- Toyota Kijang SUV USD 87 nett
- Toyota Alphard USD 142 nett

Hotel provides a transfer service between Four Seasons Resort Bali at Sayan and Four Seasons Resort Bali at Jimbaran Bay, or the other way around, with the following options:

- Toyota Kijang SUV USD 87 nett
- Toyota Alphard USD 142 nett

Rates quoted above are:

- Inclusive 15.5% tax and service charge per car per way (subject to change)
- Inclusive of cool towel, drinks in the car & English speaking driver

2. **Booking Procedures.** Static Package Rates are available to Wholesaler on a free sell basis. Wholesaler may book available Inventory based on Wholesale Availability Chart sent out by Hotel's Reservation department until Stop Sell notification has been sent out by Hotel. Reservation requests shall be reported to Hotel daily via email directly to Hotel's Reservation Department. The return response phone number or email address must be clearly noted on any booking correspondence. The bookings status (e.g., new booking, change or cancellation) must be noted clearly on all booking communications.

Reservations Department – Contact Information

General Phone : +62 361 701010

Reservation Fax : +62 361 701023

Reservation Email : reservations.bali@fourseasons.com

Resort Address : Kawasan Bukit Permai – Jimbaran 80361, Bali – Indonesia

Stop Sell

Hotel will notify the Wholesaler whenever a stop sell/close-out is necessary. The notification will be in writing by e-mail. At receipt of notification from the Hotel, the Wholesaler is required to submit to the Reservations Department all previously unreported reservations within 24 hours or they will not be confirmed. Additional reservation requests after stop sell date will be based on prevailing rates & terms as directed by the Hotel. Name changes for reservations booked during a stop sell period will not be allowed.

3. Payment for Consumed Rooms. Payment to Hotel for consumed Hotel Rooms shall be made as follows (select one):

Pre-payment

Full prepayment required for each accommodation reserved at least thirty (30) days prior to arrival. Reservations not guaranteed by full payment, may be subject to cancellation by Hotel. All Hotel's rates are quoted in US Dollar and may be prepaid by US Dollar wire transfer. Hotel will submit a proforma invoice detailing applicable charges. Cash payment should be delivered to Hotel.

Virtual Credit Card

Invoice/Credit Facility

A thirty (30) days billing is confirmed only if Credit Facility have been established with Hotel. Wholesaler may refer to Exhibit E for Credit Facility application.

Wire transfer shall be made to following Hotel's Bank details:

Account Name : PT. Amanda Arumdhani
Dba : Four Seasons Resort Bali at Sayan
Bank : Bank OCBC NISP
Bank Address : Jl. Gatot Subroto Tengah no. 328 A Denpasar, Bali – Indonesia
Swift Code : NISPIDJA
USD & IDR Account No : 165 810 02971 1

4. General Terms

- (a) **Written Confirmations.** For all Package Bookings, Wholesaler or the applicable Wholesale Distribution Partner must immediately send a written confirmation to Hotel, which guarantees the booking (“**Written Confirmation**”). The Written Confirmation shall either be a written voucher or reservation message sent by email that includes (i) the name and email address of Guest(s) (including occupancy and ages of accompanying children); (ii) a description of the applicable room category; (iii) the dates of arrival and departure; (iv) options and special requests, which shall be subject to availability and Hotel's ability to fulfill; (v) any other items to be credited to the Guest's account (i.e., room tax, transfers, etc.); and (vi) if applicable, the Virtual Credit Card or other required payment information (depending on the payment method).
- (b) **Payment of Mandatory Fees.** A service charge of 10% of room rate will be applied to all reservations as a Mandatory Fee. This charges is in addition to the room rate per night, intended to cover a portion of cost associated with our employees. 10% Service Charge is included in the Static Package Rate.
- (c) **Privacy Terms and Conditions.** All bookings are subject to Hotel's Privacy Notice, which is available at <https://www.fourseasons.com/privacy/>

5. Additional Rate Rules and Conditions

- (a) Required Booking Data. All Wholesaler reservations will be delivered through Promotion Code. Hotel must honor a guest's reservation request upon delivery by Wholesaler of an appropriate message under this Agreement with the required reservation data including guest's name, address, telephone number, email address, number in party (adults) and (children with ages), type of accommodation, room category, arrival and departure date and time, bedding and connecting requests, and total number of nights and confirmed flights. If known, Wholesaler 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. Hotel may contact a booked guest directly to assist in planning the guest's visit. All reservations must be guaranteed by Wholesaler at the time of booking on a unique virtual credit card (VCC) credit card via the booking process set forth on www.fourseasons.com, unless different arrangements (Invoice/Credit Facility) are agreed to by the parties, set out in this Agreement. Hotel/Resort shall accept such message as proof of reservation by a guest; send a confirmation of each reservation to Wholesaler within two business days after a reservation request is made. Hotel requests booking agency name and agent name with each reservation confirmation, which Wholesaler will provide to the extent available.
- (b) Relocation policy. Hotel shall treat any Wholesaler guest equal to Hotel treats any other Hotel guest, including, without limitation, how Hotel handles overbooking or buyout (i.e. "walk") situations. If Hotel is unable to honor a guest's reservation, then Hotel shall immediately (i) notify Wholesaler of such inability, (ii) relocate the guest to a property that is of an equal star quality rating and is within proximity of the Hotel, (iii) prepay or make other arrangements to cover the room charges at such property for first night room and tax, and (d) deliver a written explanation absolving Wholesaler of responsibility for Hotel's failure to honor the reservation.
- (c) Direct booking release / Takeover of Direct Bookings. Participating Property will release a direct booking made by the guest or travel agent to Wholesaler based on guest or travel agent authorization by email. Wholesaler is required to call Participating Property to reconfirm the takeover and follow up with the manifest within 24 hours. Participating property reserves the right to decline takeover bookings in certain situations or date periods.
- (d) Check-in /Check-out. Guest check-in time is 3.00 PM and checkout is 12.00 PM. Hotel on a case-by-case basis will assess requests for early arrival and/or late departure on the day of arrival and/or departure. Should the Wholesaler like the Hotel to guarantee late check out until 6:00 PM, a half-day charge will be applied, and beyond 6:00 PM, a full day charge will be applied. Should the Wholesaler like the hotel to guarantee early check in, a half day charge will be applied for arrivals between 9:00 AM and 3:00 PM and full day charge for earlier arrival. Early check in and late check out is subject to availability of accommodation at the time of request. Mandatory late-check out fee at a full night of contracted rate is applied during High and Peak Season.
- (e) Cancellation Policy. Wholesaler agrees to notify the Hotel by e-mail, facsimile or written notice of any cancellation(s). Cancellation policy applicable to all Suites & Villas Categories.
- i. Low, Shoulder and High Seasons
 - Cancellations within 14 days prior to arrival will be subject to a cancellation fee equal to one night's accommodation at the contracted rates, plus applicable taxes and service charge
 - Cancellations within 14 days prior to arrival booked under Bali Twice the Magic will be subject to a cancellation fee equal to one night's accommodation *at each resort* at the contracted rate, plus applicable taxes and service charge
 - ii. Peak Season
 - Cancellations within 30 days prior to arrival will be subject to a full night's accommodation booked at the contracted rates, plus applicable taxes and service charge

- Cancellations within 30 days prior to arrival booked under Bali Twice the Magic will be subject to a full night's accommodation booked at the contracted rates, plus applicable taxes and service charge for both resorts
- iii. No Show. A reservation is considered a no show if arrival does not occur on the date reserved. A fee equivalent on the full night's accommodation booked, plus applicable taxes and service charge will be charged to the Wholesaler
- iv. Early Departure. A fee equivalent to full night's accommodation booked plus applicable taxes and service charge will be charged to the Wholesaler

6. Marketing and Brochure Distribution. Subject to the Hotel's right of approval as set out below, Wholesaler and the 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 Wholesaler 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 Wholesaler 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 does not infringe on any third party's rights. Any additional advertising or marketing to be performed for Hotel shall be governed by Wholesaler's then-standard marketing terms and conditions. Wholesaler agrees to include a full color photo of Hotel in its brochure.

National Withholding Tax Article 26 (for foreign entity)

Both Hotel and Wholesaler shall follow the tax regulation in Indonesia. According to this regulation, income such as: salary, wages, commissions, bonuses or gratuities, fees paid for technical services, management services and other services (brochure and marketing contribution) performed in Indonesia are subject to 20% Withholding Tax Article 26 (Pph Pasal 26). Hotel shall deduct withholding tax from the total invoice, and subsequently pay and report the deducted tax to Directorate General of Tax Office in Indonesia. Hotel shall provide Withholding Tax Invoice to the wholesaler.

Under the operation of a Tax Treaty, a zero tax rates or lower tax rates may be applicable for certain countries. List of the countries under Tax Treaty are available on following link <https://pajak.go.id/en/tax-treaty>. Wholesaler operating in a country under Tax Treaty benefit can prevent double taxation by submitting following documents to Hotel:

- a. DGT Form issued by Directorate General of Tax Office in Indonesia (Exhibit F)
- b. COD/COR (Certificate of Residency) which certifies a company's tax residency status in the home country

7. Agreement Confirmation. This Agreement is deemed valid once the signature page of this Agreement has been duly signed and returned to Hotel. Unless and until Hotel receives from Wholesaler a counter-signed contract, there shall be no agreement of the parties and the terms hereof shall be of no force.

HOTEL

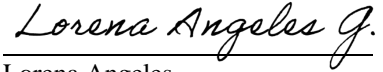
**PT. Amanda Arumdhani
d.b.a Four Seasons Resort Bali at Sayan**



BY : _____
NAME : Elis Tanthra
TITLE : Senior Sales Manager
DATE : 14 January 2025

WHOLESALER

Nuba Expediciones de Mexico



BY : _____
NAME : Lorena Angeles
TITLE : Product Manager – Americas
DATE : 01 March 2025

Exhibit B
Wholesale Distribution Partner Requirements

1. Wholesale Distribution Partners shall be reputable and in keeping with the luxury standards of the Hotel.
2. Wholesale Distribution Partners may not make any false, misleading, or deceptive claims that it offers specially discounted rates for Four Seasons or Hotel or has the lowest price available, online exclusive rates or exclusive savings.
3. Wholesale Distribution Partners may not display any content that violates any intellectual property rights or is defamatory, or libelous, lewd, pornographic, or obscene, or promote violence, or contain hate speech.

**Exhibit C
HOTEL KEYWORDS**

The following terms are to be applied as Negative Broad Match, or its equivalent, in all languages and across all search engines	
KeyWord	MatchType
four seasons	Negative Broad
four season	Negative Broad
4 seasons	Negative Broad
4 season	Negative Broad
4seasons	Negative Broad
4season	Negative Broad
fourseasons	Negative Broad
Fourseason	Negative Broad
<u>www.fourseasons</u>	Negative Broad
<u>www.fourseason</u>	Negative Broad
“Four Seasons”	Negative Broad
Four Seasons + Hotel Name”	Negative Broad
“Four Seasons + Hotel Location”	Negative Broad

Exhibit D
HOTEL NEGATIVE KEYWORDS

The following terms are to be applied as Negative Broad Match, or its equivalent, in all languages and across all search engines	
Negative KeyWord	MatchType
four seasons	Negative Broad
four season	Negative Broad
4 seasons	Negative Broad
4 season	Negative Broad
4seasons	Negative Broad
4season	Negative Broad
fourseasons	Negative Broad
Fourseason	Negative Broad
<u>www.fourseasons</u>	Negative Broad
<u>www.fourseason</u>	Negative Broad

Exhibit E
CREDIT FACILITY

Wholesaler may request to have the Credit Facility Application form to Hotel and Hotel will send separate form to be filled.

When Credit Facility have been established with Hotel, Wholesaler agrees to pay the full amount due within thirty (30) days of invoice date. If accounts become sixty days past due, direct billing will be terminated for any new reservations until balance due is paid. In the event a delinquent account is placed with a collector or an attorney for collection, or a suit is instituted on the account, Wholesaler agrees to pay, in addition to the delinquent amount and accrued interest of 2 %, all collection costs, including reasonable legal fees.

If Wholesaler fails to comply with the payment terms and conditions stated, Hotel may cancel Wholesaler's credit and place Wholesaler on a prepayment basis. Wholesaler will be given written notification by Hotel's Credit Manager 14 days in advance should this be necessary. In the event of a disputed charge, Wholesaler agrees to pay the balance due less the disputed amount while the item is reviewed by Hotel.

Upon departure, Hotel will submit an invoice detailing the charges incurred as specified on Wholesaler's booking voucher for each guest. Wholesaler will provide Hotel with samples of vouchers in use.

Exhibit F
DGT FORM

Certificate of Domicile of Non Residence (DGT) for Indonesia's Withholding Tax Form and Instruction will be provided separately by Hotel upon Wholesaler request.

COR (Certificate of Residence) on each country might differ and it's advisable to consult Wholesaler's home country Tax Office or Tax Consultant for further information.