



ST REGIS

WHOLESALE CONTRACT RATE AGREEMENT

|  |  |
|--|--|
| <b>COMPANY NAME:</b><br><u>NUBA MEXICO</u><br>(referred to as the "Company")<br><br>N Number: N10585 | <b>HOTEL NAME:</b><br><br>PT. Pacific Resorts Buana Indonesia<br>as owner of<br><u>THE ST. REGIS BALI RESORT</u><br>(referred to as the "Hotel")<br>Kawasan Pariwisata Nusa Dua Lot S 6<br>P.O. Box 44, Nusa Dua<br>Bali 80363 Indonesia |
| <b>ADDRESS:</b><br><br>Goldsmith 60, Colonia Polanco,<br>Ciudad de México, México, 11540             | <b>HOTEL CONTACT:</b><br><br>Daria Glazunova<br>Director of Sales Leisure - Complex<br><a href="mailto:Daria.Glazunova@marriott.com">Daria.Glazunova@marriott.com</a>  |
| <b>Phone:</b> +52 (55) 4544 0295   | <b>Hotel Fax:</b> +62 361 8480 588   |
|  | <b>Hotel Phone:</b> +62 361 8478 111   |
| <b>Email:</b> <a href="mailto:sofia.suarez@nuba.com">sofia.suarez@nuba.com</a>                       | <b>Sales Phone:</b> +62 811 3800 0438  |
| <b>EFFECTIVE DATES OF AGREEMENT: 01 April 2025 – 31 March 2026</b>                                   |  |

The following yieldable net wholesale rates are offered to you for the period of **01 April, 2025 – 31 March, 2026** ("Yieldable Net Rates") with minimum of 2 nights' stay applied:

For arrival during period from to 01 April, 2025 – 31 March, 2026

| Type of Accommodation                | Yieldable Net Rates (per room)<br>Double Occupancy |                     |                       |
|--------------------------------------|--|---------------------|-----------------------|
|                                      | Regular Season                                     | High Season         | Peak Season           |
|                                      | 01 Apr – 30 Jun'25                                 | 01 Jul – 31 Aug '25 | 23 Dec'25 – 10 Jan'26 |
|                                      | 1 Sep – 22 Dec'25                                  |                     |                       |
| 11 Jan – 31 Mar'26                   |  |                     |                       |
| <b>SUITE</b>                         | <b>USD</b>   | <b>USD</b>          | <b>USD</b>            |
| St. Regis Suite                      | 525  | 670                 | 805                   |
| Pool Villa Suite                     | 790  | 930                 | 1,150                 |
|                                      |  |                     |                       |
| <b>VILLAS</b>                        |  |                     |                       |
| Gardenia Villa                       | 1,250  | 1,425               | 1,700                 |
| St. Regis Lagoon Villa (1 Bedroom)   | 1,350  | 1,550               | 1,900                 |
| St. Regis Lagoon Villa (2 Bedroom)   | 2,300  | 2,900               | 4,000                 |
| The Strand Villa                     | 2,300  | 2,600               | 3,800                 |
| Extra bed (max 1 extra bed per room) | 95   | 95                  | 95                    |
| Baby cot                             | Complimentary                                      | Complimentary       | Complimentary         |

**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.

**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 free sell, on request, or any other method that the Hotel chooses to make rooms available to you, your Channels or your B2B contractors. 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-hour 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 net non-commissionable, inclusive of applicable taxes (currently, tax rates are: 10% service charge and 11% government tax; rates are per room per night).

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 for Marriott's loyalty program for reservations and bookings made through your service.

**RESERVATIONS:** For reservations, you must fax requests to **+62 361 771 849** or emailed [bali.reservation@stregis.com](mailto:bali.reservation@stregis.com) daily on the day of sale of the reservation. For inquiries, please feel free to contact Reservations at **+62 361 771 327**. Rooms are based on availability at FIT rate category.

**BENEFITS:****SUITES:**

- Sumptuous daily breakfast at Boneka Restaurant
- Daily replenished selection of fresh tropical fruits
- 24-hour on-call St. Regis Butler Service
- Unlimited coffee and tea, served on request by The St. Regis Butler
- Luggage packing and unpacking service on request by The St. Regis Butler
- Complimentary pressing of two garments per person per day
- St. Regis Balinese Rattan Beach Bag and Beach Hats
- Daily Champagne Sabrage at The St. Regis Bar
- Complimentary pass-around refreshments by the pool throughout the day
- Complimentary unlimited use of Children's Learning Center
- Daily kids' activities at the Children's Learning Center
- Daily Wellness Programme

**VILLAS:**

- Sumptuous daily breakfast at Boneka Restaurant
- Complimentary food and soft drinks minibar, replenished daily
- Daily replenished selection of fresh tropical fruits
- 24-hour on-call St. Regis Butler Service
- Unlimited coffee and tea, served on request by The St. Regis Butler
- Luggage packing and unpacking service on request by The St. Regis Butler
- Complimentary pressing of two garments per person per day
- St. Regis Balinese Rattan Beach Bag and Beach Hats
- Daily Champagne Sabrage at The St. Regis Bar
- Complimentary pass-around refreshments by the pool throughout the day
- Complimentary unlimited use of Children's Learning Center
- Daily kids' activities at the Children's Learning Center
- Daily Wellness Programme
- Complimentary resort bicycles, upon request

**HONEYMOON & WEDDING ANNIVERSARY BENEFITS:**

- Romantic flower bath with honeymoon amenities prepared by the Butler once per stay
  - One sumptuous complimentary breakfast for 2 people served in Suites or Villas once per stay
  - One St. Regis Bali Resort honeymoon gift per room, per stay
- Above benefits are subject to change without prior notice*

**OCCUPANCY AND CHILDREN POLICY:**

- Maximum guests in a Suite or a 1 Bedroom Villa is two (2) adults and two (2) children under 12 years of age with additional an extra bed or three (3) adults with additional an extra bed.
- Maximum guests in a 2 Bedroom Villa is four (4) adults and four (4) children under 12 years of age with one (1) additional extra bed in each bedroom or six (6) adults with one (1) additional extra bed in each bedroom.
- Additional extra bed will be chargeable (breakfast inclusive). Baby cot is complimentary. Interconnecting rooms must be requested to the Hotel upon reservation and will be confirmed upon availability. Every child must be mentioned upon reservation.
- Guest will have to advise Hotel of interconnecting room requirement at time of reservation. The Hotel has no obligation whatsoever to provide interconnecting rooms if not advised by the guest at time of reservation, and provision of interconnecting rooms by Hotel is always subject to availability.
- Breakfast for children (3 – 11.99 years of age) will be charged at USD 12 net / child if sharing a room with parents using existing bedding.
- Children 0 – 2.99 years old will be provided complimentary meals (Breakfast/Lunch/Dinner) at available restaurant when accompanying an adult who is having a full paying meal.
- Children between 3 - 11.99 years old will be charged as per the contract. Adult rates apply for a-la-carte and buffets except children's menu.
- Children over 12 years old and above: Adult meal rates apply.

- Children occupying their own room sold at contracted rates will be charged full contract rate for accommodation and breakfast or other products and services packaged with accommodation.

#### MEAL POLICY:

| Meal Period | F&B Venue     | Menu   | 0 – 2.99 years | Contract rate for Children 3 – 11.99 years | Contract rate over 12 years |
|-------------|---------------|--|----------------|--|-----------------------------|
| Lunch       | Gourmand Deli | 3 course menu of the day as per Chef choice  | FOC            | USD 18 Nett/pax                            | USD 35 Nett/pax             |
| Lunch       | Kayuputi      | 3 course degustation menu as per Chef choice | FOC            | USD 18 Nett/pax                            | USD 61 Nett/pax             |
| Dinner      | Boneka        | St. Regis buffet dinner                      | FOC            | USD 18 Nett/pax                            | USD 55 Nett/pax             |

- The meal plan booked need to be the same for the entire period of stay.
- Please note that in the event if guest staying on the date of 24 Dec, 25 Dec, 31 Dec and 1 Jan who booked half board plan, the half board component will be taken at lunch at Gourmand Deli.
- For Children meal, we offer Children Menu of 2 Courses with children portion or join buffet.
- Venues are subject to change without prior notice

#### BREAKFAST

- In-Room Dining breakfast is charged as per In-Room Dining menu prices

#### NEW YEAR'S EVE COMPULSORY DINNER

- Compulsory New Year Eve Gala Dinner supplement on 31 December 2025 of USD 700 net per adult, USD 250 net per child from 3 to 11.99 years of age and complimentary for the age of 0 – 2.99 years. The rate includes New Year's Eve Celebration (Pre-dinner cocktail, live entertainment, sumptuous dinner and fireworks countdown party by the beach). Beverage will be at an additional charge based on consumption.
- Compulsory New Year Eve Gala Dinner will be held at the Cloud 9 Terrace for Russian Market only.

#### ST. REGIS BUTLER SERVICE

- 24 hours Regular Butler Service will be available on an on-call basis free of charge.
- Personalized 12-hours Butler service during the day and personalized 24-hours Butler service, residing in the Villa, at the following additional charges:

|          |                |
|----------|----------------|
| 12 hours | USD 120.00net  |
| 24 hours | USD 180.00 net |

#### FESTIVE SEASON CONDITIONS

- No check out is allowed on 31 December 2025 and 1 January 2026

#### CHECK IN / CHECK OUT

- Check in time is after 15:00 hours. Check out time is 12:00 noon
- For late check out, based on our availability closer to the arrival date, we will offer 50% off from quoted room rate for late check-out till 18:00 hours. Any late check out after 18:00 hours will be charged at full rate.
- Early check in will be granted if accommodation is available.

#### CANCELLATIONS & NO SHOW POLICY

Following cancellation charges apply;

##### Regular Season:

- 60% cancellation charge of full Company contracted rate for cancellation made within 14 days prior to guest's arrival
- 75% cancellation charge of full Company contracted rate for cancellation made within 7 days prior to guest's arrival
- 80% cancellation charge of full Company contracted rate for cancellation made 2 days or less prior to guest's arrival.

High Season:

- 60% cancellation charge of full Company contracted rate for cancellation made within 30 days prior to guest's arrival
- 75% cancellation charge of full Company contracted rate for cancellation made within 21 days prior to guest's arrival
- 80% cancellation charge of full Company contracted rate for cancellation made 2 days or less prior to guest's arrival.

Peak Season:

- 80% cancellation charge of full Company contracted rate within 45 days of guest's arrival

Where a Suite / Villa is released after the Release Period or a client fails to check in, the Hotel shall be entitled to charge the Company a cancellation fee (see above cancellation policy)

- The Company agrees to notify the hotel by email, fax or written notice of any cancellation(s).
- A reservation is considered "no show" if arrival does not occur on the date reserved and the hotel is not notified of any emergency delays in writing. No show will be subject to a penalty equal to "100% charge on whole period of stay"
- Early departure will be treated as a cancellation and a penalty of 100% charge will be applied for any booked nights not utilized

**FREE SELL**

You and your B2B contractors may book rooms until such time as Hotel notifies you to cease booking rooms. All rooms must be booked and reported to Hotel daily on the day of booking by a mutually agreed transmission method by you [e.g. fax/email].

**FREE SALE CALENDAR**

A free sale status update will be issued by the Hotel on a weekly basis. This will be sent to the attention of:

EMAIL ADDRESS

Free Sale only valid for below room category;

|                                   |
|-----------------------------------|
| St Regis Suite                    |
| Pool Villa Suite                  |
| Gardenia Villa                    |
| St Regis Lagoon Villa (1 bedroom) |
| St Regis Lagoon Villa (2 bedroom) |
| Strand Villa                      |

The Hotel reserves the right to issue stop free sales during periods of high occupancy. The company agrees to sell & report all bookings held during these stop free sale dates within 24 hours of receipt of such notification.

Allotment agreements will not be affected by this free sell agreement, however, additional allotment will not be considered during a free sale period.

Requests should be faxed to the *The St Regis Bali Resort*. Reservations Department, at fax number +62 361 771 849 or e-mailed to [bali.reservation@stregis.com](mailto:bali.reservation@stregis.com). A confirmation number must be received from Hotel acknowledging receipt and confirmation of reservation.

**BLACK OUT DATES**

- Hotel reserves the right to impose black-out dates at its sole discretion. In such case, Hotel will honor all reservations for the black-out period, which were made prior to the notification of the black-out, provided reservation are received within 24 hours of the notification of the black-out at Hotel.
- Please note that the black-out dates may be added during the year at any time. Hotel will advise Company of this in advance and in this case, Hotel will request that Company stop selling from the allotment and submit reservations already made within 2 days/48 hours from the date of notice.

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 and 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 by **30 October 2024** 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, your Channels, your B2B contractors and the Hotel, as of that date.

**ACCEPTED AND AGREED TO:**

**NUBA México**

**THE ST. REGIS RESORT BALI**



Name: Ms. Sofía Suárez  
Title: Product Director Americas & Luxury Travel Advisor



Name: Hector Busto  
Title: General Manager



Name: Martalia  
Title: Director of Finance



Apr 2, 2025  
Name: Inawaty Gunawan  
Title: Director of Revenue - Complex



Name: Pamela Balce  
Title: Director of Sales and Marketing - Complex

## F.I.T. YIELDABLE AGREEMENT TERMS AND CONDITION

**BOOKING REQUIREMENTS:** All bookings are subject to Hotel's standard booking requirements, available upon request, including early departure fees, cancellation policies, check-in and checkout times and baggage handling fees.

**BILLING PRIVILEGES:** You must fully prepay for all bookings at Hotels by guests through you, your Channels and your B2B contractors, unless, upon application and review by the Hotel, the Hotel elects to extend alternative billing privileges to you.

**PAYMENTS FROM GUESTS:** The Hotel will collect payment from its guests for any applicable taxes, automatic and mandatory charges, and incidental charges not included in the Standard Room Charge.

### Direct Bill Account:

Hotel has arranged to direct bill for room and tax. [Discuss Letter of Credit/Bank Guarantee if required and voucher form requirements].

All guests must present a voucher/itinerary upon check-in for room and tax charges. Reservations will not be honored without presentation of this voucher/itinerary or if the voucher/itinerary information does not correspond to the reservation confirmation.

All charges billed to a master account as well as cancellation, no-show and early departure charges will be due and payable thirty (30) days from receipt of invoice. In the event bills are not paid within this 30-day period, a 1-1/2% per month late payment charge may be assessed. All mandatory charges and incidentals will be collected from the guest upon check-out, unless otherwise stated in Company's voucher/reservation confirmation. If vouchers/reservation confirmations are revised in any way, please forward a copy to Hotel, so that the Reservation, Front Office and Accounting Departments may become familiar with them.

Hotel reserves the right to demand full payment or revoke Company's direct billing privileges for rooms held under this letter should a delinquency in payment occur. If direct billing privileges are revoked, all future reservations will be handled under the Hotel's standard pre-payment terms.

### Pre-pay Account:

**THIRTY (30) DAYS PRIOR TO ARRIVAL** of the net rate reservation, **FULL PREPAYMENT** will be due to Hotel. If the full prepayment is not received by such date, the reservation will automatically be cancelled.

Reservations confirmed within thirty (30) days prior to arrival will be prepaid by Company within seven (7) days (low season period) of confirmation or prior to the guest's arrival, and 21 days (high season & peak season) whichever is earlier. If full prepayment is not received as mentioned, the reservation will automatically be cancelled. Checks for full prepayment should be made **payable to Hotel** and mailed to:

|                     |   |
|---------------------|---|
| Account Name        | : PT. Pacific Resorts Buana Indonesia                                       |
| Bank Name           | : PT. Bank Mandiri  |
| Bank Address        | : Pertokoan Niaga Nusa Dua No: 2-4 Jl. By Pass I Gusti Ngurah Rai, Nusa Dua |
| Beneficiary Acc No. | : 1750001122406 (IDR)<br>1750001122414 (USD)                                |
| Swift Code          | : BMRIIDJA  |

**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. "**Your Channel(s)**" means, except as disapproved by Marriott or Hotel in their sole and absolute discretion from time to time, collectively, any 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 either the Rooms to your B2B contractors or Dynamic Packages directly for booking by Hotel guests. "**Your B2B contractor(s)**" means, except as disapproved by Marriott or Hotel in their sole and absolute discretion from time to time, travel companies, such as tour operators, wholesalers, inbound operators, or destination management companies who primarily operate in off-line distribution channels, and whether under your management or control, or with which you have in place a written agreement, makes guest rooms at hotels either managed, franchised or licensed by Marriott available for booking by Hotel guests pursuant to the terms of this Agreement. All terms and conditions of this Agreement applicable to you shall apply directly and in full to your Channels and your B2B contractors.

**RATES VALID FOR OPAQUE PACKAGED TRAVEL ONLY:** All rates quoted herein are applicable to FIT leisure packaged travel. The rates quoted in this Agreement are only for you to facilitate the booking by individual transient leisure travel guests of opaque packaged, individual rates by the wholesaler or tour operator, not for business travel or group travel-oriented channels. 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

Marriott or 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). Package components must be booked concurrently with the room booking, and the prices for each of the package components (hotel room, airfare and/or car rental) shall not be itemized for, disclosed to or discernible by the guest at any time (including but not limited to billing statements) and you must not provide functionality which would permit guests to strip the package down to view Hotel room rates separately at any time. Furthermore, you agree to indemnify Hotel for any loss or damage arising from your breach of this Section.

**YOUR OBLIGATIONS:** You will, and will cause your Channels and your B2B contractors, to make Marriott guest rooms available to the end-user guest only as part of a bundle or package, meaning coupled with at least one other substantial travel component of material value, such as airfare, or overnight cruise. For the avoidance of doubt, under no circumstances may guest rooms made available through the Agreement be booked by guests through your Channels or your B2B contractors on a retail website in a room-only or unbundled manner.

You will not, and will not permit any of your Channels or B2B contractors to;

- a. make Marriott guest rooms available to the end-user guest as an unpackaged, room-only product;
- b. market Marriott guest 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;
- c. make Marriott guest rooms available through any GDS;
- d. disclose to the end-user guest the rate at which Marriott provided you the guest room for booking by the guest;
- e. make any false, misleading or deceptive claims that it offers specially discounted rates on Marriott inventory, or advertise that it has the lowest price available, substantial discounts, online exclusive rates, exclusive savings, or comparable statements for Marriott guest room inventory.
- f. Except for B2B contractors, you may not transfer or assign rates provided in this Agreement to any company or organization. You may not transfer or assign this Agreement or the right to any payments due hereunder.

**EXCEPTIONS:** Within 24 hours of identifying an Exception (defined below) or of being notified by Hotel or Marriott of an Exception, while you work diligently to resolve the Exception; you shall immediately suspend further access to any rooms by your Channels or your B2B contractors 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 Marriott'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 B2B contractors. If the Exception remains still unresolved after 4 days of you being notified by Hotel, 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 without incurring any liability to you for contracted rooms or rates.

For purposes of this Section, "Exception" shall mean if any of the following are applicable to any of your Channels or any of your B2B contractors: (i) your Channel or your B2B contractor 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 B2B contractor is, in the reasonable opinion of Marriott, detrimental to Marriott's brand or image, including but not limited to displaying any information, images or their content which Marriott reasonably believes re defamatory, or libelous, lewd, pornographic, or obscene, or promote violence, or contain hate speech, or (iii) your Channel or your B2B contractor conducts business in a manner that is inconsistent with Marriott's business model (e.g., such Channel or B2B contractor is a flash sales site, group buying site, or offers rooms in violation of the requirements of sections 2.4-2.7 or other site engaging in practices that violate Marriott's official channel standards), and/or (iv) your Channel or your B2B contractor is engaging in activities or practices that are the subject of a good faith dispute between such Channel or B2B contractor and Marriott or the Hotel with respect to the display of rooms on such Channel or B2B contractor, or use of intellectual property (v) sells, resells, books or facilitates the booking of rooms in violation of any terms in this Agreement.

Hotel reserves the right to recover any and all Hotel and Marriott policy expenses from you in the event of an Exception, or Look No Further® approved claim which demonstrates you, your Channels or your B2B contractors as a source of the Exception. This includes the rate adjustment plus \$200USD administrative fee per approved Exception, or Look No Further® 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.

**REVENUE AND TAXES:** For guest rooms booked by guests through you, your Channels or your B2B contractors at rates provided through this Agreement, you will pay the Hotel an amount equal to 100% of the rate plus any applicable

taxes and other charges (the "**Standard Room Charge**"). As between you and the Hotel, you will retain all amounts by which the price of a Travel Package exceeds the Standard Room Charge (the "**Guest Price**"). You will be solely responsible for, and will timely remit to the proper taxing authorities, any and all taxes, duties, charges and governmental fees that are applicable to the difference between the Guest Price and the Standard Room Charge.

**DISCLOSURE:** You must, and must take commercially reasonable steps to ensure that your Channels and your B2B contractors: **(a)** advise all guests that they are responsible for payment of all charges over and above the Standard Room Charge (e.g., internet access); and **(b)** clearly and conspicuously disclose to guests in advance of booking all state and local taxes and all automatic or mandatory charges (e.g., resort charges) specified by the Hotel, so as to ensure affirmative, knowing consent by the guest to such fees prior to purchase.

**COMPLIANCE WITH LAWS:** You will comply with all applicable foreign and domestic laws, codes, regulations, ordinances and rules with respect to your obligations under this Agreement and the services to be provided by you hereunder, including but not limited to any laws and regulations governing package and tour travel operators/organizers. You represent, warrant and agree that you are currently and will continue to be for the term of this Agreement, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury.

**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. 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.

**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 Marriott 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.

**RELOCATED CUSTOMERS:** Hotel will follow its customary relocation policy in regard to Customers. 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.

**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 breach by you of obligations under Your Obligations will be a material breach of the Agreement, resulting 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.

**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.