



**FOUR SEASONS EXPLORER AT PALAU**

**INDIVIDUAL CRUISING RESORT WHOLESALE DISTRIBUTION AGREEMENT**  
(Net Package Rates Only - Static)

**PREPARED EXCLUSIVELY  
FOR**

Submitted to: Ms Alessandra Girardi  
**NUBA Expediciones De México**  
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Four Seasons Explorer at Palau  
Koror, 96940, Palau  
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**INDIVIDUAL CRUISING RESORT WHOLESALE DISTRIBUTION AGREEMENT**  
(Net Package Rates Only - Static)

This Individual Cruising Resort Wholesale Distribution Agreement ("**Agreement**") is made as of **December 21, 2024** ("**Effective Date**"), between **NUBA EXPEDICIONES DE MÉXICO**, a(n) **NUBA Expediciones De México** ("**Wholesaler**") and Leisure Development Koror Inc d.b.a. Four Seasons Explorer at Palau and located at Koror, 96940, Palau, Republic of Palau ("**Cruising Resort**"). Wholesaler and Cruising Resort 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 Cruising Resort 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 Cruising Resort; (ii) government rates; (iii) rates negotiated by Four Seasons or Cruising Resort 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 Cruising Resort 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 Cruising Resort'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 Cruising Resort 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 Cruising Resort 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.

"**Cruising Resort 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 Cruising Resort 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 Cruising Resort 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 Cruising Resort.

"**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 Cruising Resort 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 Cruising Resort 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 Cruising Resort.

“**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.** Cruising Resort will provide Package Rates on a static basis (“**Static Package Rates**”) with the discounts set forth in the Static Rate Sheet. Cruising Resort 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 Cruising Resort 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. Cruising Resort, 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. Cruising Resort 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 Cruising Resort 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 four (4) 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.** Cruising Resort, 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 Cruising Resort’s and/or Four Seasons’ Privacy Notice. Cruising Resort 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 Cruising Resort Content provided and shall not make any warranties, representations or other promises to Guests with respect to Cruising Resort beyond what is contained in the rate terms and conditions or Cruising Resort Content.

(d) **Sole and Exclusive Source.** Wholesaler shall offer, display or list guest room accommodations at Cruising Resort using only the Package Rates and Inventory received from Cruising Resort under this Agreement and shall not offer, display or list guest rooms at Cruising Resort using rate or inventory information obtained from any other third party or other distribution channel.

(e) **Erroneous Rates.** In the event Cruising Resort provides a Package Rate in obvious error, Cruising Resort may elect to not honor the rate in accordance with Cruising Resort’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 to Guests for each Package Booking facilitated by Wholesaler under this Agreement. Vouchers must be presented at the Cruising Resort by the Guest at the time of arrival, and failure to provide a Voucher 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 Cruising Resort 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 Cruising Resort 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 Cruising Resort or otherwise), Cruising Resort 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 Cruising Resort's satisfaction after thirty (30) days of delivering notification (or if three or more Distribution Violations (even if resolved) occur during the Term), Cruising Resort 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 Cruising Resort 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 Cruising Resort 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 Cruising Resort's demand. Cruising Resort may elect to not honor any booking resulting from a Distribution Violation.

#### **5. Cruising Resort Payment; Taxes; Mandatory Fees**

(a) **Required Booking Data.** With each Package Booking, Wholesaler or the applicable Wholesale Distribution Partner shall transmit to Cruising Resort 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 Cruising Resort 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.** In the absence of approved credit arrangements with the Cruising Resort, the Wholesaler will prepay all bookings prior to the client's arrival. Cruising Resort 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. Cruising Resort 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 Cruising Resort 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, and if no valid credit card has been provided, Wholesaler shall be responsible for these charges.

(ii) **Invoice.** Cruising Resort 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 Cruising Resort's suspension or termination of this Agreement or a change to the permitted method of payment, at Cruising Resort's discretion. Wholesaler shall make checks payable to Cruising Resort and shall send checks to Cruising Resort's address 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 Cruising Resort 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.** Cruising Resort 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**") at the time the applicable Guest checks in. 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 Cruising Resort. If Wholesaler does not successfully remedy such non-payment within the twenty-four hour (24) time period, Cruising Resort 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 Cruising Resort's applicable cancellation policies and procedures, Cruising Resort 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 Cruising Resort'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.** Cruising Resort 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 Cruising Resort 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 Cruising Resort 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. Cruising Resort 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 Cruising Resort, Mandatory Fees shall be collected by Cruising Resort 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) Either Party may terminate this Agreement for convenience at any time, without penalty or liability of any kind or nature, by providing the other Party with sixty (60) days prior written notice.

(c) 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. Cruising Resort's termination rights under this Section shall be subject and without limitation to Cruising Resort's suspension and termination rights under Section 4(c).

(d) Cruising Resort 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.

(e) 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.

(f) 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) Cruising Resort 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 Cruising Resort, 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 Cruising Resort 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 Cruising Resort shall process Relevant Personal Data in accordance with the Four Seasons Privacy Notice, which is available at [www.fourseasons.com/privacy](http://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 Cruising Resort name (Four Seasons Explorer, Palau) and logo (including, without limitation, the Tree Device) and copyrightable materials (e.g., images, videos, text and other substantive content regarding Cruising Resort) specifically made available by Cruising Resort to Wholesaler hereunder via a link (collectively, the "Cruising Resort Content") for the sole purpose of identifying the Cruising Resort, 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 Cruising Resort Content, in each case on and subject to the terms of this Section 9. Any use of the Cruising Resort 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 Cruising Resort from time to time (whether made available with the Cruising Resort Content or otherwise), and (y) require Cruising Resort's prior written approval. Wholesaler may not alter, edit or translate any of the Cruising Resort Content absent receipt of Cruising Resort'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 Cruising Resort 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 Cruising Resort Content. Cruising Resort or its licensors, as applicable, shall retain any and all right, license, title and interest in and to the Cruising Resort Content. All goodwill created by the use of the Cruising Resort Content hereunder shall inure and accrue to Cruising Resort or such licensors, as applicable. Wholesaler shall not take any action that would in any way impair the proprietary rights of Cruising Resort or its licensors in the Cruising Resort Content. Wholesaler may not use any intellectual property associated or used with or content regarding Cruising Resort that is not provided by Cruising Resort, and Wholesaler shall not scrape or otherwise obtain any content from the Cruising Resort 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 Cruising Resort and/or Four Seasons.

(b) Wholesaler shall not advertise, offer, market, distribute or sell the Inventory or exploit the Cruising Resort 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 Cruising Resort Content in any manner that could reasonably be expected to have an adverse impact on the goodwill attached to such Cruising Resort Content or the corporate image of Four Seasons or Cruising Resort.

(c) Cruising Resort hereby consents to the use of the Cruising Resort Content by each of the Wholesale Distribution Partners solely to the extent approved by Cruising Resort (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) Cruising Resort 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 Cruising Resort Content, and Wholesaler shall promptly comply with such request.

(e) Wholesaler (and each Wholesale Distribution Partner) shall include a current full color photo of Cruising Resort 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 Cruising Resort 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 Cruising Resort 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 Cruising Resort and any of its licensors or Affiliates and that Cruising Resort 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 WHOLESALER DISTRIBUTION PARTNERS' BREACH OF SECTIONS 7, 8 OR 9 HEREOF OR FOR WHOLESALER'S OR THE WHOLESALER DISTRIBUTION PARTNERS' GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT.

#### 11. **Indemnification.**

(a) By Wholesaler. Wholesaler shall indemnify, defend and hold harmless Cruising Resort 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 "**Cruising Resort 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 Cruising Resort 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 Cruising Resort 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 Cruising Resort. Cruising Resort 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) Cruising Resort's material breach of this Agreement; (ii) the gross negligence, willful misconduct or fraud of any employee or subcontractor of Cruising Resort; 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 Cruising Resort, 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 Cruising Resort 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 Cruising Resorts' insurance; and (ii) provide that they may not be cancelled or changed without at least thirty (30) days prior written notice to Cruising Resort. Upon execution of this Agreement, Wholesaler shall furnish to Cruising Resort a Certificate of Insurance evidencing such coverage, and naming Cruising Resort 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 Cruising Resort's facilities are located. The Parties hereby submit to the exclusive jurisdiction of the courts of the state, province or country (as applicable) where Cruising Resort'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 Cruising Resort.

(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 Cruising Resort:

Four Seasons Explorer at Palau  
Koror, 96940, Palau  
Republic of Palau  
Attn. Armando Kraenzlin

If to Wholesaler:

NUBA Expediciones De México  
Goldsmith 60, Colonia Polanco  
Ciudad de México, 11540, México  
Attn: Lorena Ángeles

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 Cruising Resort 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.

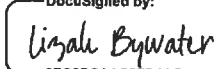
(i) Except as otherwise provided in this Agreement, the failure of a Party to exercise any of its rights or to enforce any of the provisions of this Agreement on any occasion will not be a waiver of such right or provision, nor affect the right of such party thereafter to enforce such right or provision. No waiver shall be effective unless made in writing and signed by the Party so waiving.


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

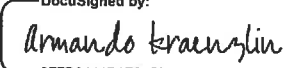
The individual signing below represents that he or she is authorized to do so on behalf of the Party he or she is intending to bind.

**CRUISING RESORT**

**Leisure Development Koror Inc  
d.b.a. Four Seasons Explorer at Palau**


DocuSigned by:  
BY:   
37C8B8CAAC27B4AC...  
NAME: Lizah Bywater  
TITLE: Regional Commercial Director  
DATE:

Signed by:  
BY:   
54E71BCBA57949A...  
NAME: Premnath Nair  
TITLE: Director of Finance  
DATE:

DocuSigned by:  
BY:   
8F7B9441B1F0458...  
NAME: Armando Kraenzlin  
TITLE: Regional Vice-President and General Manager  
DATE:

cc: Lizah Bywater, Regional Commercial Director  
Abdulla Habeeb, Reservations & Revenue Manager  
Premnath Nair, Director of Finance

**WHOLESALER**

  
BY: \_\_\_\_\_  
NAME: Alessandra Girardi  
TITLE: Product Director  
DATE: 21/12/2024

**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 Cruising Resort and is hereby incorporated into and made part of that certain Individual Cruising Resort Wholesale Distribution Agreement dated **December 21, 2024** by and between Wholesaler and Cruising Resort (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/double occupancy; (iv) solely applicable to the Rate Period (as indicated in the tables below); (v) available for use solely on a packaged basis; and (vi) subject to the terms of the Wholesale Agreement, including the terms and conditions set forth in this Static Rate Sheet.

<b>FESTIVE SEASON</b>	<b>HIGH SEASON</b>	<b>SHOULDER SEASON</b>	<b>HIGH SEASON</b>
December 21, 2024 to January 04, 2025	January 05 to April 30, 2025	May 01 to July 31, 2025	August 01 to December 20, 2025

<b>ACCOMMODATION TYPES</b>	<b>SEASONALITY</b>	<b>STATIC PACKAGE RATES</b> Inclusive of 32% service charge and GST
<b>State Room – 2 guests</b>	Festive High Shoulder	<b>USD\$ 4,860</b> <b>USD\$ 3,590</b> <b>USD\$ 2,960</b>
<b>Family State Room – 2 adults &amp; 1 child (8-15yo)</b>	Festive High Shoulder	<b>USD\$ 5,280</b> <b>USD\$ 4,010</b> <b>USD\$ 3,380</b>
<b>Explorer Suite – 2 guests</b>	Festive High Shoulder	<b>USD\$ 7,600</b> <b>USD\$ 6,550</b> <b>USD\$ 5,280</b>
<b>Private Charter – per day</b>	Festive High Shoulder	<b>USD\$ 42,240</b> <b>USD\$ 33,790</b> <b>USD\$ 28,510</b>

**Static Package Rates are Inclusive of:**

- Per room per day, based on double occupancy (Family State Room: triple occupancy)
- 10% service charge, 10% vessel tax and 10% Palau Good and Service Taxes (PGST)
- Non-commissionable
- Full board meals
- Up to 3 dives per day, including full equipment (Dive courses not included)
- Snorkeling excursions and fish talks with onboard marine biologist
- Guided cultural explorations and recreational activities (Babeldaob and Angaur Island excursions not included)
- Non-motorized watersports
- Fresh fruits in your room daily

**Static Package Rates are Exclusive of:**

- Luxury van and speedboat transfers (USD 194 per person, per way)
- Beverages
- Private excursions and experiences
- Wellness offerings

**Deductions/Surcharges:**

- Single occupancy – 20% discount on accommodation rate.
- Third person supplement (Explorer Suite) at USD 528 per person per night

**BEDDING**

State Room can accommodate:

- 2 adults

Family State Room can accommodate:

- 2 adults and 1 child (aged 8 to 15)

Explorer Suite can accommodate:

- 3 adults

**CHILD POLICY**

Children below 8 years of age are not allowed on board.

**WHEELCHAIR ACCESSIBILITY**

Due to the design of the vessel, Four Seasons Explorer is not wheelchair accessible.

**EMBARKATION / DISEMBARKATION & TRANSFERS**

- Embarkation from Koror Marina: Daily 1:00 pm
- Disembarkation: Daily 11:00 am

**Speedboat transfer**

- Meet and greet service at the Koror International Airport, luxury van transfer to Koror Marina, speedboat transfer to Four Seasons Explorer

Adult & Child: US\$ 194.00 per person per way

Rate is:

- non-commissionable
- inclusive of 10% service charge and 10% Palau Good and Service Taxes (PGST)

**OFFERS**

**“Family Adventure” – 30% off a second room**

Reconnect as a family during a special dive or snorkel expedition through the remote Pacific waters of Palau.

- Receive 30% off a second room (Lowest Category)
- Offer applies only to members of the same family name
- Offer does not apply to group bookings
- Valid during the entire period of this contract except festive season

2. **Booking Procedures.** Static Package Rates are available to Wholesaler on a free sell basis. Reservation requests shall be reported to Cruising Resort daily via email directly to Cruising Resort's Reservation Department at [reservations.pme@fourseasons.com](mailto:reservations.pme@fourseasons.com).

Reservation Phone: (960) 66 00 888  
Reservation Fax: (960) 66 00 800  
Address: Four Seasons Explorer at Palau, Koror 96940 Palau, Republic of Palau  
Reservations Manager: Abdulla Habeeb

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.

All wholesaler reservations will be handled directly by the Reservation office.

At the time of booking, Wholesaler shall provide all guest information collected by Wholesaler that is relevant to the guest stay to Cruising Resort via the email at [reservations.pme@fourseasons.com](mailto:reservations.pme@fourseasons.com). Such information shall include but not be limited to the 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 Reservation office complete flight information at least 3 weeks prior to the guests' arrival in order to confirm airport transfers.

Cruising Resort may contact a booked guest directly to assist in planning the guest's visit.

- a. Cruise Registration Form:  
It's required to complete and sign at the time of booking. Reservation is only considered confirmed upon receipt of this form.
- b. Group Booking:  
Reservations consisting of four (04) or more rooms are considered group bookings ("Group Bookings"). Contract Wholesale Rates do not apply to Group Bookings. Unless otherwise specified by of the Cruising Resort, the terms and conditions of the Agreement, with the exception of sections related to rates, cancellation, invoicing and payment, shall govern Group Bookings.
- c. Private Charter:  
A separate private charter Agreement will be sent and must be signed with deposit received to confirm private charter bookings.

**3. Payment for Consumed Rooms.** Payment to Cruising Resort for consumed Cruising Resort Rooms shall be made as follows [SELECT ONE]:

- Pre-payment (terms see Section 5 d. here below)
- Invoice
- Virtual Credit Card

Telegraphic Transfers are to be made to the Cruising Resort's bank account as follows:

Beneficiary name:	Leisure Development Koror Inc
Name of bank:	DBS Bank Ltd, Hong Kong Branch
Bank address:	18/F, The Center, 99 Queen's Road Central, Hong Kong
Accounts number	30018293588
Swift code	DBSSHKHH

**Intermediary Bank Details**

(This is not Four Seasons Bank Account but required for ALL cross-boarder USD payments)

Intermediate bank:	JP Morgan Chase Bank, New York, USA
SWIFT code:	CHASUS33

All Telegraphic Transfer request forms endorsed by the issuing bank are to be emailed/faxed to the Reservations Department with the reservation number as proof of payment.

**4. General Terms**

4.1 Written Confirmations. For all Package Bookings, Wholesaler or the applicable Wholesale Distribution Partner must immediately send a written confirmation to Cruising Resort, 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 Cruising Resort'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).

4.2 Payment of Mandatory Fees

Not Included in the Static Package Rate and collected from Guest by Wholesaler

4.3 Privacy Terms and Conditions

All bookings are subject to Cruising Resort's Privacy Notice, which is available at <https://www.fourseasons.com/privacy/>

**5. Additional Rate Rules and Conditions.**

- a. Static Package Rates rates are valid only for **Mexico** market.
- b. Reservations are subject to cancellation in the event pre-payment is not received as follows:

All bookings require 50% deposit at the time of booking and 100% deposit prior to cancellation date.

Private charter booking require one-night non-refundable deposit at time of booking and 100% deposit 150 days prior to arrival.

c. Cancellation policy

(i) GENERAL

**Festive Season**

- At least 90 days in advance. If the Wholesaler gives written notice of cancellation more than 90 days in advance a cancellation charge will not be levied.
- If the Wholesaler gives written notice of cancellation between 90 days and 61 days before the sailing date the Cruising Resort will forfeit the 50% deposit.
- If the Wholesaler gives written notice of cancellation within 60 days prior to the sailing date the Wholesaler shall be liable to pay 100% of the accommodation rate.

**High and Shoulder Season**

- At least 30 days in advance. If the Wholesaler gives written notice of cancellation more than 30 days in advance a cancellation charge will not be levied.
- If the Wholesaler gives written notice of cancellation between 30 days and 22 days before the sailing date the Cruising Resort will forfeit the 50% deposit.
- If the Wholesaler gives written notice of cancellation within 21 days prior to the sailing date the Wholesaler shall be liable to pay 100% of the accommodation rate.

**Private Charter**

- At least 150 days in advance. If the operator gives written notice of cancellation more than 150 days in advance a cancellation charge will not be levied.
- If the Wholesaler give written notice of cancellation within 150 days prior to the sailing date the Wholesaler shall be liable to pay 100% of the accommodation rate.

(ii) EARLY DEPARTURES OR NO SHOW

A fee equivalent to 100% per night plus taxes for early departures applies. In the event of a no -show (i.e. if you neither use nor cancel your reservation), a fee equivalent to the value of the entire stay plus taxes will be incurred.

(iii) RIGHT TO CANCEL, SUBSTITUTE VESSEL, CHANGE SCHEDULES AND PORTS

- The Cruising Resort may at any time, without notice, cancel or change the date of sailing. The Wholesaler shall have no claim against Cruising Resort by reason of any cancellation, change or delay of sailing or arrival, for Cruising Resort or board bills, traveling expenses or other loss, delay, inconvenience or expense whatsoever. The Cruising Resort will refund the payment made if and only if the Wholesaler's guest(s) does not subsequently take passage on the delayed vessel. The provision of this section may only be waived by the Cruising Resort.
- Sailing schedules and times of arrival and departure may be altered at the discretion of the Four Seasons Explorer Master due to unforeseen circumstances.
- The Cruising Resort or the master shall have the liberty to deviate from the usual advertised and scheduled route, put back to or into, or call or stop, or omit to call or stop at any port or place on land or at sea in or out of the route of the usual, advertised or scheduled

voyage, even though doing so may involve going backwards or away from the port of destination. These actions may be required due to any reasons that are sufficient in the judgment of the Cruising Resort or the master, including but not limited to, offering or rendering assistance in every effort to preserve life or property.

- The Cruising Resort or the master shall have liberty to comply with all orders given by competent governmental authorities and underwriters of the Cruising Resort.
  - If the vessel's voyage is interrupted or if vessel is unduly delayed or prevented from proceeding in the ordinary course by the following circumstances, the Cruising Resort reserves the right to terminate the voyage at any time without notice. In that event, the Cruising Resort will not provide any refund of the fare paid. Such circumstances would be: acts of God, perils of the sea, un-navigable waters, an act of government or ruling authority, epidemics, collision, stranding, fire, an incident under the management of another vessel, mechanical failure of the vessel, launches or vehicles. seizure of the vessel under legal process, any abrupt or unexpected increase in the cost of fuel or shortage of fuel, war, hostilities, riots, or labour stoppages or any other cause or circumstance beyond the Cruising Resort's responsibility and control.
- d. All local and government fees and service charges are subject to change without prior notice. Should the local authorities and/or government increase the types or rates of taxes, the Cruising Resort will apply and enforce the new taxes or rates. Cruising Resort shall provide the Wholesaler with the tax rates applicable to rooms. Cruising Resort is solely responsible for the accuracy of such tax rate information and for the accuracy of any changes submitted to Wholesaler.

**Palau Goods and Services Tax (the "GST Tax") of 10%** is applicable to accommodation, transfer to and from the Cruising Resort, Food & Beverage, spa services and products, boutique products, leisure activities, laundry, telephone charges, excursions, service charge and other folio items.

**CRUISING RESORT**

**WHOLESALER**

**Leisure Development Koror Inc  
d.b.a. Four Seasons Explorer at Palau**

BY:  8F7B9441B1F0458...

NAME: Armando Kraenzlin

TITLE: Regional Vice-President and General Manager

DATE:

BY: 

NAME: Alessandra Girardi

TITLE: Product Director

DATE: 21/12/2024

**Exhibit B**  
**Wholesale Distribution Partner Requirements**

1. Wholesale Distribution Partners shall be reputable and in keeping with the luxury standards of the Cruising Resort.
2. Wholesale Distribution Partners may not make any false, misleading, or deceptive claims that it offers specially discounted rates for Four Seasons or Cruising Resort 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  
CRUISING RESORT KEYWORDS**

<b>The following terms are to be applied as Negative Broad Match, or its equivalent, in all languages and across all search engines</b>	
<b>KeyWord</b>	<b>MatchType</b>
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
www.fourseasons	Negative Broad
www.fourseason	Negative Broad
"Four Seasons"	Negative Broad
Four Seasons + Cruising Resort Name"	Negative Broad
"Four Seasons + Cruising Resort Location"	Negative Broad

**Exhibit D  
CRUISING RESORT NEGATIVE KEYWORDS**

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

**EXHIBIT E**  
**Did you know? & Suggested Marketing Paragraph**

**“Did you know?”**

1. **One of the Seven Underwater Wonders of the World**, Palau boasts 500,000 square kilometres of protected marine territory – the largest percentage of any nation. Home to more than 1,400 fish species, diverse corals, and giant clams, as well as sharks, mantas, dolphins and whales, Palau’s aquatic wonderland captivates the imagination.
2. The **UNESCO World Heritage Rock Islands Southern Lagoon** comprises 445 uninhabited forested islands surrounded by turquoise waters, pristine reefs, and rich biodiversity. Recreational highlights include bathing in the mineral-rich white mud of the Milky Way Lagoon, castaway picnics and coconut-husking on isolated beaches.
3. The **culture** of Palau, shaped over 4000 years, intertwines Malay, Melanesian, Polynesian, Spanish, German and Japanese influences and centres around deep reverence for the environment. All visitors sign a protection pledge requiring respect for each other and nature.
4. The ***bai*** (meeting house) is one of the most iconic symbols of Palauan culture and tradition, serving as a community hub for gathering and learning. Airai Bai is the oldest, standing for over a century, stretching 21 metres long and 6 metres wide, with a soaring roof of 12 metres. Vivid symbolic scenes and motifs enrich the interior and exterior.
5. Palau’s **avifauna** presents a vibrant spectacle of around 185 bird species. Notably, the national bird, the Palau fruit dove, with its rich green plumage, distinctive yellow ‘cap’, and soothing cooing call, offers an extraordinary sensory journey through the island’s lush jungles.

**Suggested Marketing Paragraph:**

Discover Palau’s natural and cultural wonders, one of the world’s last remaining frontiers, on our three-deck luxury cruising resort, Four Seasons Explorer. Journey through an aquatic wonderland of turquoise waters, forested lagoons and pristine reefs, and come face-to-face with serene golden jellyfish, elusive seahorses, and captivating mandarin fish.

Immerse yourself in the narratives of time echoing from the historic Peleliu Island to the iconic *bai* meeting houses. Feel the thrill as you plunge into crystal-clear waters, snorkelling or diving amidst the astonishing coral tapestry of the Blue Corner and the German Channel. As the sun dips below the horizon, the enchanting melody of Palauan music permeates the air, a testament to ‘*omengull*’, the native ethos of reverence for all beings and elements, deepening your connection to the soul of Palau.

When the thrill of adventure ebbs away at days end, our exclusive Explorer Suite offers an oasis of calm, or retreat to one of our **ten spacious staterooms, including four upgraded family rooms with an additional sofa bed, and one Explorer Suite**, catering to an intimate gathering of just 22 guests. With **daily embarkations and disembarkations, no minimum stay**, guests have the freedom to explore Palau’s many bucket list adventures however they wish, both underwater and on land.

Enjoy exceptional all-inclusive indoor and al-fresco dining with Palauan, Pacific Rim and Western influences, rejuvenate with secluded upper deck and beachside spa treatments, and experience legendary Four Seasons service as we navigate the breathtaking wonders of Palau.

For latest photography, please contact: [Jiajing.Ng@fourseasons.com](mailto:Jiajing.Ng@fourseasons.com)