

**2026 WHOLESALE RATES AGREEMENT**

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**COMPANY NAME:**

Nuba Expediciones

(References to "Company" throughout the Agreement refer to company listed directly above)

**HOTEL ENTITY NAME/HOTEL NAME:**

Ithaafushi Investments Private Limited  
trading as  
Waldorf Astoria Maldives Ithaafushi

(References to "Hotel" throughout the Agreement refers to the entity listed directly above)

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**PRIMARY CONTACT:**

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**HOTEL CONTACTS:**

Reservations Department  
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**ACCOUNT MANAGER:**

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**ADDRESS:**

Ithaafushi South Male' Atoll, 20009, Republic of Maldives

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Phone: +52 5552554455

Hotel Phone: +960 4000 300, +960 979 9000  
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Effective Date: 22/07/2025

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**OVERVIEW**

This Hotel-Level Intermediary Agreement ("**Agreement**") is subject to the terms and conditions set forth on the following website: <http://hiltondistribution.com/intermediary/uk-hotel-level-generaltermsandconditions.htm> (referred to herein as the "**General Terms**"). The General Terms and this Intermediary Agreement - Specific Terms (the "**Specific Terms**") comprise the Agreement under which the Company shall provide the intermediary services to the Hotel (as such term is defined above).

The Hotel wishes to make un-booked rooms and Room Prices available for display on and booking through the software, databases, products, and other components that make up the intermediary services marketed by the Company to enable guests to shop for, reserve, book, and/or pay for accommodations and related services through a computer, telephone, other interactive device, or other booking channel (the "**Intermediary System**").

The Hotel has the right to determine, in the Hotel's sole and absolute discretion, the nightly Room Price and other terms for the reservation of Hotel rooms, and access to and availability of Hotel rooms (including, for example, whether the Hotel offers unbundled/room-only products or bundled/package products or both).

The Company may only utilise the Room Prices and rooms provided by the Hotel as set forth in this Agreement. The Company shall not display other third-party rates for the Hotel, including wholesale and other third-party affiliated rates. Company may not pull Hilton Honors rates through the GDS (Global Distribution System, including Amadeus, Galileo, Sabre, Travelport and Worldspan) for the Hotel.

**NET RATE FOR PACKAGES IF NOT DIRECTLY CONNECTED**

The Company may provide Package Bookings for Hotel rooms, subject to the General Terms, if and as approved in the following table:

VILLA TYPE	HIGH SEASON Jan 10 – Mar 19 Apr 6 – May 7 Oct 1 – Dec 20	SPRING SEASON Mar 20 – Apr 5	SHOULDER SEASON May 8 – Sep 30	FESTIVE SEASON Dec 21 – Jan 9, 27
Reef Villa with Pool	2,800	3,200	2,500	6,550
Overwater Villa with Pool	3,000	3,400	3,000	7,350
Beach Villa with Pool	3,200	3,600	2,900	7,650
Grand Reef Villa with Pool	4,000	4,200	3,200	8,000
Grand Overwater Villa with Pool	4,500	4,700	3,700	8,700
Grand Beach Villa with Pool	4,750	4,800	3,500	8,950
Two Bedroom Reef Villa with Pool	9,000	10,850	8,000	14,600
Two Bedroom Overwater Villa with Pool	9,500	12,250	9,000	15,950
Two Bedroom Beach Villa with Pool	10,000	13,250	9,000	17,250
Two Bedroom Grand Beach Villa with Pool	11,000	14,750	10,000	18,850
Three Bedroom Overwater Villa with Pool	23,000	27,000	20,000	32,100
Three Bedroom Grand Beach Villa with Pool	31,000	38,000	29,000	43,850

**Room Prices Terms & Conditions:**

- a) Rates quoted are:
1. Net in US Dollars, inclusive of 10% service charge and 17% TGST.
  2. Subject to a Government Green Tax US Dollars 12.00 per guests per night above Two (2) years old.
  3. Non-commissionable.
  4. Based on Two (2) guests in all One Bedroom and One Bedroom Grand Villa categories, Four (4) guests for Two Bedroom Villa and Six (6) guests for Three Bedroom Villa. For Extra person(s) staying please refer to the bedding type and Villa configuration & Extra person supplement sections.
  5. For contracted tour operators only and may not be shared or published in any public or online platforms.
  6. **Should be packaged or bundled with other components such as flights and etc.**
  7. Applicable for maximum of Nine (9) Villas per enquiry, any enquiry above Nine (9) Villas will be considered a group. For group requests please contact the Hotel team directly.
  8. Should there be additional guests joining the initial booking after confirmation, contracted supplements will apply.
- b) Daily breakfast buffet at Tasting Table is included.
1. Based on Two (2) guests in all One Bedroom and One Bedroom Grand Villa categories, Four (4) guests for Two Bedroom Villa and Six (6) guests for Three Bedroom Villa.
  2. Breakfast ordered in Villa is not included and will be charged separately.
- c) **A minimum of 7 nights' stay applies from December 27, 2026 until January 07, 2027.**
- d) No Check-in or Check-out on December 30 & 31, 2026 and January 01, 2027.
- e) The above Room Prices will not be entitled for Hilton Honors points or Airline miles.
- f) The parties agree that the Package Hotel Payment for Package Bookings (and not the Standalone Hotel Payment) shall be applied to each Package Booking made through the Intermediary System that meets the criteria of Section 4 of the General Terms.

g) For each Package Booking, the Company shall collect and pay to the Hotel in the manner described in **Section XIV (Payment)**:

- a. The Package Hotel Payment,
- b. The Hotel Fees, if any,
- c. The applicable Occupancy Taxes computed with respect to the Package Hotel Payment, and
- d. The applicable Occupancy Taxes, if any, computed with respect to the Hotel Fees.
- e. Occupancy Taxes, if any, that must be collected with respect to any amounts that Company charges **guests in excess of the Package Hotel Payment and the Hotel Fees.**

h) **INCLUSIONS for Two and Three Bedroom Villas.**

- Inclusions are valid year round and combinable with other offers, unless specified otherwise.

<p>Two Bedroom &amp; Two Bedroom Grand Villa</p>	<ul style="list-style-type: none"> <li>▪ Minibar (non-alcoholic) beverages, replenished daily.</li> <li>▪ One In-Villa breakfast or floating breakfast once per stay. 24 hours pre-booking is required.</li> <li>▪ Access to the Aquatherapy pool throughout the stay for all the guests in the Villa. Subject to availability and pre-booking is required.</li> <li>▪ Up to Two (2) children under Eleven (11,99) years old years stay and eat complimentary, consisting of an appetizer, a main course and a dessert from the Kids menu only (Food Only). Transfer is chargeable as per contracted T&amp;C and seasonality. No Children credit provided towards a la carte.</li> <li>▪ CIP upon arrival for up to Four (4) guests sharing the Villa for Five (5) nights minimum length of stay. Guests' passports copies are required at least 48 hours prior to arrival.</li> <li>▪ Personalized bathrobes for Four (4) guests sharing the Villa.</li> <li>▪ One-hour photoshoot for the family once per stay at Nava beach with Three (3) printed pictures. Subject to availability and pre-booking is required.</li> </ul>
<p>Three Bedroom Villa</p>	<ul style="list-style-type: none"> <li>▪ Minibar (non-alcoholic) beverages, replenished daily.</li> <li>▪ One In-Villa breakfast or floating breakfast once per stay. 24 hours pre-booking is required.</li> <li>▪ Access to the Aquatherapy pool throughout the stay for all the guests in the Villa. Subject to availability and pre-booking is required.</li> <li>▪ Up to Two (2) children under Eleven (11,99) years old stay and eat complimentary, consisting of an appetizer, a main course and a dessert from the Kids menu only (Food Only). No Children credit provided towards a la carte.</li> <li>▪ CIP upon arrival for up to Six (6) guests sharing the Villa for Four (4) nights minimum length of stay. Guests' passports copies are required at least 48 hours prior to arrival.</li> <li>▪ Personalized bathrobes for Six (6) guests sharing the Villa.</li> <li>▪ Dedicated concierge with dedicated buggy for the Villa.</li> <li>▪ One Private Cinema experience with popcorn once per stay, excluding beverages. Subject to availability and pre-booking is required.</li> <li>▪ One-hour photoshoot for the family once per stay at Nava beach with Five (5) printed pictures. Subject to availability and pre-booking is required.</li> <li>▪ One time return private transfers by yacht.</li> </ul>

**NOTE:** The parties acknowledge that if the Company maintains a separate proprietary data entry system whereby static Room Prices and allotment information contained in the table below will be replicated in part in the Company's Intermediary System, then to the extent that the Company's Intermediary System generates terms and conditions that are different than or inconsistent with the terms and conditions of this Agreement, the parties agree that the terms and conditions of this Agreement shall prevail over any such conflicting terms.



WALDORF ASTORIA  
MALDIVES ITHAAFUSHI

**I. BEDDING TYPE AND VILLA CONFIGURATION**

#	Villa Category	# Units	Bedding	Base Occupancy	Maximum Occupancy
1	Reef Villa with Pool	9	1 King	2	3 Adults Or 2 Adults + 2 Children (Below 12 years old)
2	Reef Villa with Pool	3	2 Queen	2	3 Adults Or 2 Adults + 2 Children (Below 12 years old)
3	Overwater Villa with Pool	22	1 King	2	3 Adults Or 2 Adults + 2 Children (Below 12 years old)
4	Overwater Villa with Pool	3	2 Queen	2	3 Adults Or 2 Adults + 2 Children (Below 12 years old)
5	Beach Villa Pool	11	1 King	2	3 Adults Or 2 Adults + 2 Children (Below 12 years old)
6	Beach Villa Pool	3	2 Queen	2	3 Adults Or 2 Adults + 2 Children (Below 12 years old)
7	Grand Reef Villa with Pool	9	1 King	2	3 Adults Or 2 Adults + 2 Children (Below 12 years old) + 1 Infant
8	Grand Reef Villa with Pool	1	2 Queen	2	3 Adults Or 2 Adults + 2 Children (Below 12 years old) + 1 Infant
9	Grand Overwater Villa with Pool	22	1 King	2	3 Adults Or 2 Adults + 2 Children (Below 12 years old) + 1 Infant
10	Grand Overwater Villa with Pool	3	2 Queen	2	3 Adults Or 2 Adults + 2 Children (Below 12 years old) + 1 Infant
11	Grand Beach Villa Pool	12	1 King	2	3 Adults Or 2 Adults + 2 Children (Below 12 years old) + 1 Infant
12	Grand Beach Villa Pool	3	2 Queen	2	3 Adults Or 2 Adults + 2 Children (Below 12 years old) + 1 Infant
13	2 Bedroom Reef Villa with Pool	2	1 King + 2 Queen	4	5 Adults Or 4 Adults + 2 Children (Below 12 years old)
14	2 Bedroom Overwater Villa with Pool	4	1 King + 2 Queen	4	5 Adults Or 4 Adults + 2 Children (Below 12 years old)
15	2 Bedroom Beach Villa with Pool	4	1 King + 2 Queen	4	5 Adults Or 4 Adults + 2 Children (Below 12 years old)
16	2 Bedroom Grand Beach Villa with Pool	2	1 King + 2 Queen	4	6 Adults Or 4 Adults + 2 Children (Below 12 years old)
17	3 Bedroom Overwater Villa with Pool	1	2 King + 2 Queen	6	7 Adults Or 6 Adults + 3 Children (Below 12 years old)
18	3 Bedroom Grand Beach Villa Pool	2	2 King + 2 Queen	6	7 Adults Or 6 Adults + 3 Children (Below 12 years old)
19	Ithaafushi -- The Private Island	1	3 King + 4 Queen	18	18 Adults Or 18 Adults + 6 Children (Below 12 years old)

All the Villas are equipped with: private pools, spacious outdoor decks with dining pavilion, swing day beds, sun lounges, direct access to the beach or ocean, 65 inch LG TV, interactive entertainment system, in room iPad control, minibar, tea and coffee facilities, telephone and complimentary internet access, air conditioning, ceiling fan, hair dryer, bathrobes, luxurious bath amenities, beach bags, iron & ironing board, safe and Twenty-Four (24) hours Concierge Service.

## II. EXTRA PERSON SUPPLEMENTS

AGE	RATE
0 To 11,99 Years old	Complimentary
12 Years and above	\$ 570.00

### Terms and Conditions:

- a) Extra Person supplements are:
  1. Quoted in US Dollars, per person, per night.
  2. Inclusive of buffet breakfast at Tasting Table.
  3. Inclusive of 10% service charge and 17% TGST, but subject to Green Tax of US Dollars 12.00 per person per night above Two (2) years old.
- b) For Extra Person staying please refer to the bedding type and Villa configurations.
- c) Can be placed in the Villa: Two (2) extra rollaway beds or Two (2) baby cots **OR** One (1) extra rollaway bed and One (1) baby cot.

## III. MEAL PLAN

TYPE OF MEAL PLAN	PER ADULT PER DAY (12 YEARS OLD AND ABOVE)	PER CHILD PER DAY (6 TO 11,99 YEARS OLD)
Half Board Experience (Breakfast and Dinner - food only)	\$ 187.00	\$ 86.00

### Half Board option Terms & Conditions:

- a) Quoted in US Dollars per guest per day, inclusive of 10% service charge and 17% TGST.
- b) Applicable for a 3-course menu consisting of an appetizer, a main course and a dessert on a la carte at Peacock Alley. Children (0 – 5,99 years old) can order from the Kids menu complimentary.
- c) Dine around credit of \$187.00 per adult per night and \$86.00 per child (6 – 11.99 years old) per night for a la carte restaurants (Food only) including Li Long, Glow, Yasmeen, Zuma and The Ledge. Credit does not apply to Terra, The Rock, In-Villa Dining and Destination Dining.
- d) Credit is not cumulative and cannot be transferred to another guest or considered as cash redemption.
- e) Unused credit cannot be brought forward to another day or exchanged for cash value.
- f) All guests staying in the same Villa have to be booked with the same meal plan.
- g) **Not applicable during the Festive Season: December 21, 2026 – January 09, 2027**

## GALA DINNER AND BRUNCH - COMPULSORY SUPPLEMENTS

TYPE OF MEAL PLAN	DATE	PER ADULT PER DAY (12 YEARS OLD AND ABOVE)	PER CHILD PER DAY (6 TO 11,99 YEARS OLD)
Christmas Eve Gala Dinner	December 24, 2026	\$ 973.00	\$ 487.00
New Year Eve Gala Dinner	December 31, 2026	\$ 1,946.00	\$ 973.00
New Year Day Brunch	January 01, 2027	\$ 625.00	\$312.00
Finale Festive Gala Dinner	January 06, 2027	\$ 1,181.00	\$ 625.00

- a) Quoted in US Dollars.
- b) Inclusive of 10% service charge and 17% TGST.
- c) The Resort reserves the right to modify Gala Dinner and Brunch supplements in order to enhance Festive entertainment program for guests.
- d) Beverages are not included in the price.
- e) The venue will be confirmed by the Hotel.

**IV. YACHT TRANSFERS**

Yacht Transfer	PER CHILD (6 TO 11,99 YEARS OLD)	PER ADULT (12 YEARS OLD AND ABOVE)
One-way shared	\$ 309.00	\$ 618.00
Return shared	\$ 618.00	\$ 1,236.00
Private Yacht (maximum 8 guests)	One-way	\$ 4,634.00
	Return	\$ 9,267.00

**Yacht Transfers Terms and Conditions:**

- a) Quoted in US Dollars, the above yacht transfer rates are inclusive of 10% service charge and 17% TGST.
- b) Hotel is located in South Male' Atoll, an approximately 45 minutes yacht journey from Velana International Airport.
- c) Flight details of the guests must be provided at least 72 hours prior to arrival to arrange transfers.
- d) For guests who wish to experience seaplane transfers, please contact our reservations department for details.
- e) Yacht transfer rates must not be marked up.
- f) Yacht transfers can be arranged at any time as per the flight details of the guest (including night arrivals & departures).
- g) **For private jet arrivals & departures, it is compulsory to reserve a private yacht transfer.**
- h) **For Three Bedroom Grand Beach Villa and Three Bedroom Overwater Villa one time return private transfers is complimentary.**

**V. CHILD POLICY**

- a) The Hotel defines "Children" or "Child" up to Eleven (11,99) years old (unless otherwise stated), and "Infants" as up to Three (3,99) years old.
- b) Charges will apply for Children. Please refer to the Bedding Type and Villa configuration, Extra Person Supplements, Meal Plan and Yacht Transfers sections for more information.
- c) Hotel requires parent/guardian to sign a liability waiver to accommodate Children.
- d) One (1) rollaway bed and One (1) crib per Villa are complimentary for Children, available on request. For more information, please contact [mleon.rsvn@waldorfastoria.com](mailto:mleon.rsvn@waldorfastoria.com).
- e) For safety reasons, Children will not be allowed in Terra and The Rock.
- f) Children's meal plan is complimentary for Children up to Five (5,99) years old, for selections from the Kids menu.
- g) Yacht transfer is complimentary for Children up to Five (5,99) years old.
- h) **Babysitting Services:**
  - Can be arranged upon request for Children.
  - Charged at \$ 45.00++ per hour from 09:00 am to 10:00 pm every day and \$ 55.00++ after 10:00 pm till 09:00 am.
  - Babysitting services need to be booked at least 24 hours in advance through Hotel Concierge or prior to arrival.
  - One (1) babysitter per Infant (up to Three (3,99) years old).
  - One (1) babysitter for a maximum of Two (2) Children (aged Four (4) to Eleven (11,99) years).
  - Additional babysitter required if there are more than Two (2) Children.
  - Meals for the babysitter must be provided during lunch or dinner period, otherwise one-hour break for each meal period to be provided.
  - Cancellation fees of 100% applies if notice is given less than Three (3) hours.
  - Above Rates are exclusive of taxes. Subject to 10% Service Charge and 17% Goods and Services Tax (GST) – subject to change by government.

### **Kids Concierge**

A bespoke program designed to provide personalized attention to Infants and Children from Six (6) months to Eleven (11,99) years. Offering convenient and consistent high-quality childcare, our dedicated kid's concierge will meet the physical, emotional and social needs of your child.

### **Kids Concierge charges:**

\$ 600.00++	for 1 day, 8 hours per day
\$ 1,400.00++	for 3 days, 8 hours per day
\$ 2,000.00++	for 5 days, 8 hours per day

Additional hourly rate of \$ 45.00++ from 09:00 am to 10:00 pm and \$ 55.00++ from 10:00 pm to 09:00 am.

### **Benefits of the Program**

- Personalized attention by meeting Child's physical, emotional and social needs for Children ages Six (6) months to Eleven (11,99) years.
- Introduction meeting with parents to set up child's daily schedule based on Child's interests and preferences.
- The same Kids Concierge is guaranteed all throughout the guests' stay (maximum for Two (2) Children aged Four (4) to Eleven (11,99) years and One (1) Child from Six (6) months to Three (3,99) years.
- Additional babysitter if there are more than Two (2) Children.
- A special set up of kid's activities and games in the Villa.
- Complimentary access to all chargeable activities at the Kids Club.
- Exclusive amenities provided.
- 15% savings on items from the Kids Club Retail Shop.
- Meals included for babysitter.

### **Kids Concierge Terms and Conditions:**

- Rates are in US Dollars and Subject to 10% service charge and Government Tax 17% TGST.
- Non - commissionable.



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**VI. EARLY BIRD OFFER**

Stay Date	Offer	Details
Jan 10, 2026 to Dec 20, 2026	Book 90 days prior to arrival	Early Bird Discount of 10% discount on all categories, accommodation rates only

- Early Bird offer discount is not applicable for Extra Person/Adult supplement.
- Combinable with Live Unforgettable.
- Name Amendments of confirmed bookings received less than 90 days prior to arrival will be considered as New booking and Early Bird will not be applicable.
- Resort reserves the right to withdraw above offer or institute blackout dates with immediate effect. In this case, all bookings must be reported immediately.

**VII. LIVE UNFORGETTABLE - Terms & Conditions**

Stay Date	Details
May 08, 2026 to Dec 20, 2026	<ul style="list-style-type: none"> <li>• 15% discount on the Villa rate for minimum 4 nights' stay</li> <li>• 20% discount on the Villa rate for minimum 7 nights' stay</li> </ul> <p>Includes Daily Half Board and Return Shared Yacht transfers</p>

- Half Board includes daily Breakfast and Dinner.
- Extra Adult supplement includes complimentary Half Board and complimentary Shared Return Yacht Transfers from Velana International Airport, Malé.
- 15% or 20% discount is not applicable on Extra Adult supplement.
- Resort reserves the right to withdraw above offer or institute blackout dates with immediate effect. In this case, all bookings must be reported immediately.
- Minimum stay for Live Unforgettable offer should fall within the offer stay dates.

**Yacht transfers**

- Based on Two (2) guests in all One Bedroom and One Bedroom Grand Villa categories, Four (4) guests for Two Bedroom Villa and Six (6) guests for Three Bedroom Villa
- For up to 2 Children (up to Eleven (11,99) years) per Villa, the transfer will be complimentary.
- Applicable for guests arriving and departing by standard scheduled flights.
- For private jet arrivals & departures, it's compulsory to reserve private yacht transfer and there is no adjustment on the private transfer rates.

**Complimentary Half Board**

- Applicable for a 3-course menu (Food Only) consisting of an appetizer, a main course and a dessert on a la carte at Tasting Table; should there be a buffet dinner (food Only) at Tasting Table no additional cost will be added.
- Dine around credit of \$128.00 per adult per night for a la carte restaurants (Food Only) applicable at Li Long, Glow, Zuma, Yasmeen and The Ledge. Credit does not apply to Terra, The Rock, In-Villa Dining and Destination Dining.
- Credit is not cumulative and cannot be transferred to another guest.
- Unused credit cannot be brought forward to another day or exchanged for cash value.
- Children's (up to Eleven (11,99) years) dinner is complimentary and applicable for selections from the Kids menu only. No Children credit provided towards a la carte.



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MALDIVES ITHAAFUSHI

### VIII. HONEYMOON and WEDDING ANNIVERSARIES - Terms & Conditions

<p><b>Honeymoon and Wedding Anniversaries</b> <b>Minimum stay Three (3) nights and above</b></p> <p><b>Minimum Three (3) nights stay</b></p> <ul style="list-style-type: none"><li>▪ Welcome Bottle of Champagne with Chef's amenities in Villa, Fresh flower bed decoration at turndown.</li><li>▪ Romantic floral bath ritual at turn down.</li><li>▪ One-hour professional photoshoot and 10 edited images on a pen drive.</li><li>▪ Souvenir gift – Picture frame.</li></ul> <p><b>From 6 nights and more, Additional benefits combined.</b></p> <p><b>For 6 nights</b> Floating breakfast for couple.</p> <p><b>For 7 nights</b> An Elementary Aroma Massage 60 minutes couple Spa treatment.</p> <p><b>For 8 nights</b> Sunset cocktail with canapés at the Amber.</p> <p><b>For 9 nights</b> A romantic Dinner at Tasting Table.</p>
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#### Terms and Conditions

- Minimum stay of Three (3) nights.
- To be eligible a copy of the **wedding certificate is required at the time of booking.**
- For couples to avail honeymoon amenities the validity would be within Six (6) months of their wedding date.
- Wedding Anniversary date should fall during the stay.
- Amenities are only applicable for the couple and cannot be transferred to other guests.
- The couple spa treatments must be completed by 12 noon Hotel time and are subject to availability.
- The above mentioned offers are applicable to all Villa categories unless specifically mentioned.
- Romantic dinner for Two (2) adults (3 course sets menu) at Tasting Table, including a bottle of Champagne or House wine.

**IX. REPEATER GUESTS**

- Added Values are valid year round and combinable with other offers, unless specified otherwise.
- Compliments are not accumulative between each other and apply according to the number of visits only.

STAY	ADDED VALUES
3 <sup>rd</sup> - 5 <sup>th</sup> Visit	<ul style="list-style-type: none"> <li>▪ Welcome back bed decoration.</li> <li>▪ 75 min. Spa treatment once during the stay.</li> </ul> <p><b>TERMS &amp; CONDITIONS:</b></p> <ul style="list-style-type: none"> <li>▪ Subject to a minimum length of stay of Four (4) nights.</li> <li>▪ Spa treatment is complimentary for Two (2) guests in all One Bedroom and One Bedroom Grand Villa, Four (4) guests for Two Bedroom Villa and Six (6) guests for Three Bedroom Villa.</li> <li>▪ Spa bookings are subject to availability and reservation is required.</li> </ul>
6 <sup>th</sup> - 9 <sup>th</sup> Visit	<ul style="list-style-type: none"> <li>▪ Welcome back bed decoration.</li> <li>▪ 105 min. Spa treatment once during the stay.</li> <li>▪ Complimentary 4-piece laundry service per day per Villa.</li> <li>▪ One complimentary dinner during the stay (Food only) excluding Zuma, Terra, The Rock, Destination Dining and In-Villa dining.</li> </ul> <p><b>TERMS &amp; CONDITIONS:</b></p> <ul style="list-style-type: none"> <li>▪ Subject to a minimum length of stay of Four (4) nights.</li> <li>▪ Spa treatment is complimentary for Two (2) guests in all One Bedroom and One Bedroom Grand Villa, Four (4) guests for Two Bedroom Villa and Six (6) guests for Three Bedroom Villa.</li> <li>▪ Complimentary Laundry includes 4 pieces laundry and pressing daily per Villa.</li> <li>▪ Complimentary dinner for the guests includes Three (3) courses, consisting of an appetizer, a main course and a dessert and excludes beverages.</li> <li>▪ Spa and Restaurants bookings are subject to availability and reservation is required.</li> </ul>
10 <sup>th</sup> Visit onwards	<ul style="list-style-type: none"> <li>▪ Welcome back bed decoration.</li> <li>▪ 105 min. Spa treatment once during the stay.</li> <li>▪ Complimentary 4-piece laundry service per day per Villa.</li> <li>▪ One complimentary dinner during the stay (Food only) excluding Zuma, Terra, The Rock, Destination Dining and In-Villa dining.</li> <li>▪ 10% discount on Food throughout the stay (exclusive Zuma In-Villa Dining and Destination Dining) applicable for all guests sharing Villa.</li> </ul> <p><b>TERMS &amp; CONDITIONS:</b></p> <ul style="list-style-type: none"> <li>▪ Subject to a minimum length of stay of Four (4) nights..</li> <li>▪ Spa treatment is complimentary for Two (2) guests in all One Bedroom and One Bedroom Grand Villa, Four (4) guests for Two Bedroom Villa and Six (6) guests for Three Bedroom Villa.</li> <li>▪ Complimentary Laundry includes 4 pieces laundry and pressing daily per Villa.</li> <li>▪ Complimentary dinner for the guests includes Three (3) courses, consisting of an appetizer, a main course and a dessert and excludes beverages</li> <li>▪ Spa and Restaurants bookings are subject to availability and reservation is required.</li> <li>▪ 10% discount on Food (exclusive Zuma, In-Villa Dining and Destination Dining) applicable for all guests sharing the Villa.</li> </ul>

**X. CHECK IN/ CHECK OUT TIME**

- a) Check-in time is from 1500 hours on the day of arrival. Should guest wish to have a guaranteed early check-in, reservation for the night prior to arrival is required.
- b) Check-out time is 1200 noon on the day of departure. Should guest wish to have a guaranteed late check-out, reservation for the night of the departure date is required.

**XI. DEPOSIT AND CANCELLATION POLICY**

SEASON	DEPOSIT Number of days prior to arrival	CANCELLATION
		Percentage of Total Anticipated Revenue Owed Number of days prior to arrival
Rest of the Year	100% deposit 30 days prior	50% of booking invoice if cancelled between 30 to 16 days prior to arrival.
		100% of booking invoice if cancelled within 15 prior to arrival.
Festive	50% deposit at time of booking Balance 50% - 90 days prior	50% of booking invoice if cancelled between 90 to 61 days prior to arrival.
		100% of booking invoice if cancelled within 60 prior to arrival.

**No Show, Amendments and Cancellation terms:**

- a) In case of No-Show full 100% charges of the total Invoice will be applicable. Green Tax and Departure transfer only will be refunded. (Arrival Transfer will be charged).
- b) Date changes will be considered as cancellation and the cancellation charges will be applied as per the Cancellation Policy.
- c) Name Amendments of confirmed bookings will be considered as cancellation and are subject to cancellation charges as outlined in the deposit and cancellation policy. The cancelled Villa would not be available for the new reservation, as the Villa would be offered to the next waitlisted reservation.
- d) The Hotel shall respond to all cancellations within Twenty-Four (24) hours. A reservation is not considered as cancelled until the Hotel confirms the cancellation as per the cancellation policy.

**XII. RESERVATIONS**

- a) All bookings should be sent in writing to the Hotel's reservations department by email to mleon.rsvn@waldorfastoria.com. Standard response time for a booking request is Twenty-Four (24) hours.
- b) First & last name of the guests, date of birth of children, stay dates, flight details and nationality of the guests should be provided at the time of booking request.
- c) All room types are on a request basis and minimum length of stay applies as per online availability
- d) Depending on the availability and stay period, availability can be held provisionally for up to Twenty-Four (24) hours. Request to hold availability for more than Twenty-Four (24) hours is at complete discretion of the management.
- e) If more than one party is holding same inquiry, the Hotel reserves the right to offer same availability and same rates to all parties and booking will be confirmed on first come first serve basis.
- f) Operator must obtain written proof of confirmation/amendment of booking from the resort before confirming to the client.
- g) The receipt of the email must be acknowledged by your Company immediately.
- h) In order to book the CIP welcome, we require a passport copy of every traveller in the booking and international flight arrival details a minimum of Forty-Eight (48) hours before arrival.

**XIII. FREE SALE**

This Agreement allows the Company to sell and report accommodation to the Hotel on free sale until the Hotel notifies the Company to cease bookings. Rooms are offered on Non LRA (Non Last Room Available) basis. The Hotel will acknowledge receipt of the booking within Twenty-Four (24) hours.

In the event of a stop-sales being issued for any Villa category, the Hotel will send a stop sales notification to the company. **Note:** on some occasions a stop sales notification can reopen Villas for sale. Twenty-Four (24) working hours will be given for the Company to advise any unreported bookings to the Hotel to confirm.

**Free sale is not applicable:**

- a) During Festive & Spring Season
- b) For all Two Bedroom Villas and all Three Bedroom Villas, availability on request basis only.
- c) All room types are on a request basis and minimum length of stay applies as per online availability.

**XIV. PAYMENT**

The parties agree that the Package Hotel Payment for Package Bookings shall be applied to each Package Booking made through the Intermediary System that meets the criteria of Section 4 of the General Terms (linked on page 1 of this contract).

**a) Bank transactions details:**

USD	EUR
<p style="text-align: center;"><b>BENEFICIARY DETAILS:</b></p> <p>Account Name: Waldorf Astoria Maldives Ithaafushi            Account Number: 0000215910            Currency: USD            Bank Name: The Mauritius Commercial Bank (Maldives) Private Limited            Address: H. Sifa. Boduthakurufaanu Magu, Male, Republic of Maldives            Swift Code: MCBLMVMV</p> <p style="text-align: center;"><b>INTERMEDIARY BANK ACCOUNT DETAILS:</b></p> <p>Bank Name: Citibank NA- New York            Swift Code: CITIUS33</p>	<p style="text-align: center;"><b>EURO BANK DETAILS</b></p> <p>Beneficiary Account Name: Ithaafushi Investments Pvt Ltd            Beneficiary Account Number: 7730000680408 (EUR)            Currency: EUR Account            Bank Branch Name: Bank of Maldives Plc            Bank Address: Head Office, 11, Boduthakurufaanu Magu, Male' 20094, Republic of Maldives            Bank Swift Code: MALBMVMV</p> <p style="text-align: center;"><b>INTERMEDIARY BANK ACCOUNT DETAILS:</b></p> <p>Bank Name: Deutsche Bank AG, Frankfurt Am Main, Germany            Country: Germany            Swift Code: DEUTDEFF</p>

**b) Credit card payment conditions:**

A 3% bank fee will be applied to any payments processed through a credit card and VCC for any bookings. Waiver of the 3% applies for any last-minute reservations within 48hrs of arrival.

**XV. HOTEL INFORMATION AND IMAGES, PREFERRED PLACEMENT**

Hilton may provide Company with access to the Hotel Information via the API, or through other means as determined by Hilton. At Company's sole cost, Company shall load the applicable Hotel Information into the Intermediary System, including for display on the Website(s) in response to guests' queries. Company will use commercially reasonable efforts to maintain and update its Intermediary System to the extent necessary to receive the Hotel Information through the API; provided, however, that in the event that Hilton adjusts the process regarding the transmission of Hotel Information after the Effective Date, the parties will work together in good faith to address any concerns regarding such modifications.

For clarity, and throughout the entire term of this Agreement, Company acknowledges and agrees that the position of the Hotel's room inventory and products listings that appear in any applicable destination search results on the Website(s) will be based solely on lawful criteria as determined by the Company in a manner that is consistently applied in good faith by the Company across all hotel brands (including Hilton brands), and Company will not position the Hilton brands disadvantageously as compared to all other hotel brands.

**XVI. HOTEL COLLATERALS**

You may download the latest Hotel images and videos by clicking [here](#), to access floor plans please click [here](#) and for all other collaterals please click [here](#). The information provided in the links are updated on a regular basis and you may continue to access the same links for further information.

## XVII. OTHER

### 1. HOTEL POLICY

- a) The Hotel is a non-smoking resort with designated smoking areas.
- b) If the Company is interested in discussing group (any booking of more than Nine (9) Villas). Please call the Hotel directly. This Agreement does not cover other negotiated or corporate rates. Static Room Prices (not directly connected) may never be sold online by Company or its Affiliates or their respective distributors.

### 2. GENERAL Terms and Condition

- a) The Company will ensure that any Hotel Fees set by the relevant Hotel is always displayed prominently prior to any purchase so as to ensure affirmative, knowing consent to such Hotel Fees prior to purchase. Company is solely and fully responsible for informing all prospective guests about the applicable Hotel Fees, which are separate and distinct from the Hotel Payment and Occupancy Taxes. Should any guest object to paying the applicable Hotel Fees by claiming inadequate notice of the applicable Hotel Fees charged by Company at the time of purchase, Company agrees to reimburse the relevant Hotel for such charges upon receipt of invoice and supporting documentation.  
For clarity, the Company will display and disclose all mandatory and non-optional fees and charges of Hotels (e.g., resort fees, urban destination charges) on the Company's platforms substantially in the same or comparable manner and on the same pages that Hilton is legally required by applicable laws or relevant authorities to display (or, in connection with a government investigation or inquiry, displays) such fees on Hilton's direct channels. If such display requires the Company to undertake significant modifications to its website, then Hilton and the Company will engage in good faith discussions about the timing and scope of such changes; provided that the timing shall not be longer than Hilton has to comply with any new or changed requirements.
- b) **Transmission and Use of Guest Data:** Hilton and the Hotels handle guest personal information in a manner consistent with Hilton's [Global Privacy Statement](#). Hilton and the Hotels are committed to collecting, protecting, and using personal information in a reasonable manner in accordance with laws applicable to Hilton and the Hotels, including the European Union's General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"). Pursuant to GDPR, each party acts as an independent "Data Controller" with respect to its processing of personal information in connection with this Agreement, and each party will comply with its respective obligations as such. 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. 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. Company represents that it has authority from each guest to share guest data with Hilton and the relevant Hotel as provided herein to secure the reservation(s). Hilton and the Hotels agree to treat such guest data in accordance with Hilton's [Global Privacy Statement](#), and Hilton and the relevant Hotel will be a "Data Controller" for such data.
- c) For the avoidance of doubt, and during the entire term of this Agreement, Company further covenants and agrees to refrain from insisting that any Hotel must agree to any additional or contrary terms or conditions other than the terms and conditions as contained in this Agreement, whether such contrary or additional terms and conditions are in the form of an amendment or addendum to the Agreement or even in a separate contract (no matter whether Company intends to have such separate contract supplement this Agreement).
- d) For the further avoidance of doubt, unless authorized by Hilton, Company may not solicit, obtain or distribute rooms at any participating Hotel through any other means or agreements, including without limitation through direct contacts with any Hotel or through arrangements with other intermediaries, and Company may only distribute rooms as specifically provided herein (i.e., over voice telephone calls and the internet) for Company, its Affiliates and other third party sites approved by Hilton.
- e) The initial term of this Agreement shall be one year beginning on the Effective Date set forth above (unless terminated sooner as provided for in the General Terms).
- f) This Agreement is valid for a minimum production of 200 room nights. The Hotel will review room night production semi-annually. Hotel's tracking system will prevail over any other tracking system for tracking all room night activity under this Agreement. Should the Hotel find that room night production in an applicable period is below the Hotel's expectations based on the minimum production of 200 room nights, the Hotel reserves the right to terminate this Agreement upon 30 days' written notice to the Company.
- g) 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 static Room Price contracts, express or implied, between the Company and the Hotel, as of the date the parties enter into this Agreement;
- h) This Agreement, including the General Terms, together constitutes the entire agreement between the Company and the Hotel and may not be amended or changed unless done so in writing and signed by Company and Hotel (except that the General Terms are subject to change from time to time by Hilton in accordance with the terms stated therein);



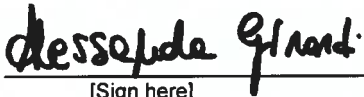
- i) The persons signing below warrant that they are authorized representatives of the above indicated Company and Hotel who have authority to enter into this Agreement;
- j) This Agreement will not be valid and enforceable until a signed copy is returned to the Hotel by [date].
- k) All above rates are quoted NET in US Dollars, including 10% service charge and mandatory 17% TGST (Tourism Goods Service Tax).
- l) Government taxes, fees and charges are subject to change from time to time and Waldorf Astoria Maldives Ithaafushi reserves the right to add such changes effective from the date of implementation.

**ACCEPTED AND AGREED TO:**

**Please note that the Company may not sell Hotel rooms prior to receiving a counter signed copy of this contract by the Hotel**

**NUBA EXPEDICIONES**

By:

  
\_\_\_\_\_

[Sign here]

Name: Alessandra Girardi  
Date: 22/07/2025  
Email: [alessandra.girardi@nuba.net](mailto:alessandra.girardi@nuba.net)

**WALDORF ASTORIA MALDIVES ITHAAFUSHI**

By:

  
\_\_\_\_\_

[Sign here]

Account Manager Name: Alaa Algharram  
Date: 22/07/2025  
Email: [alaa.algharram@waldorfastoria.com](mailto:alaa.algharram@waldorfastoria.com)

  
\_\_\_\_\_

[Sign here]

Gerrit Chng-Luchau  
Commercial Director  
Date: 22/07/2025  
Email: [Gerrit.Luechou@WaldorfAstoria.com](mailto:Gerrit.Luechou@WaldorfAstoria.com)

  
\_\_\_\_\_

[Sign here]

TJ Joulak  
General Manager  
Date: 23.07.25  
Email: [TJ.Joulak@WaldorfAstoria.com](mailto:TJ.Joulak@WaldorfAstoria.com)

Billing Contact: [MLEON.AR@WaldorfAstoria.com](mailto:MLEON.AR@WaldorfAstoria.com)