

## INDIVIDUAL HOTEL WHOLESALE AGREEMENT – 2026

This Individual Hotel Wholesale Agreement (the "Agreement"), dated as of [Click or tap to enter a date](#), the date that it is fully executed (the "Effective Date"), is made and entered into by [Click or tap here to enter text.](#), located at [Click or tap here to enter text.](#) ("Wholesaler"), and **EAST OPERATING COMPANY IV** ("Hotel"), located at **Shura Island, 7007 King Faisal Rd, 2177, 48313 Umluj, Kingdom of Saudi Arabia**. Wholesaler and Hotel may each be referred to herein as a "Party" and together as the "Parties".

- WHEREAS, **Wholesaler** is a distributor of hotel accommodations and travel-related offerings;
- WHEREAS, **Hotel** operates **MIRAVAL THE RED SEA**; and
- WHEREAS, **Hotel** and **Wholesaler** both desire to allow Wholesaler to offer the purchase of hotel rooms to wholesaler clients through Wholesaler's website, or through other distribution means.

NOW, THEREFORE, in consideration of the above and all of the terms, conditions covenant and warranties set forth herein, Wholesaler and Hotel (each, a "Party" and together herein, the "Parties") agree as follows:

### 1. DEFINITIONS.

- 1.1. "Base Rooms" means the number and category of Hotel's Hotel Rooms that it decides to make available to Wholesaler from time to time for booking through the Services.
- 1.2. "Booking Price" means the total price quoted and, if applicable, charged by Wholesaler or Wholesaler Client to a potential Wholesaler Guest for booking a Hotel Room through the Services, including without limitation, the Wholesale Rate, the Margin (if applicable) and applicable taxes. Booking Price for Hotel Rooms shall be as set forth in Exhibit A - Static Pricing Addendum – Packaged Rooms
- 1.3. "Consumed Room" means a Hotel Room that is actually consumed by a Wholesaler Guest and "Consumed" will be construed accordingly.
- 1.4. "Dispute Resolution Process" means Hotel's standard process for dispute resolution notified to Wholesaler from time to time during the term of this Agreement.
- 1.5. "Distribution Channel" means Wholesaler's website and/or other means of selling rooms to Wholesaler Guests currently used by Wholesaler.
- 1.6. "Existing Individual Hotel Wholesale Agreement" means any agreement entered into by Hotel and Wholesaler or an affiliate or subsidiary of Wholesaler in which Hotel makes a certain number of rooms in the Facility available for booking for a certain period of time through the Distribution Channel.
- 1.7. "Facility" means **MIRAVAL THE RED SEA**.
- 1.8. "Hotel Room" means a confirmed reservation of a Base Room.
- 1.9. "Incidental Charges" has the meaning set forth in Section 7 of this Agreement.
- 1.10. "Mandatory Hotel Charges" has the meaning set out in Section 8 of this Agreement.
- 1.11. "Margin" means the percentage used by Wholesaler to compute the Booking Price, if applicable, as set forth in Exhibit A - Static Pricing Addendum – Packaged Rooms
- 1.12. "Packaged Room" means a Base Room that is offered for sale by Wholesaler with at least one other component that includes airfare or rental car.
- 1.13. "Prohibited Person" means any person, group, entity, nation or other banned or blocked person named: (a) on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") pursuant to Executive Order 13324, including the "Specially Designated Blocked Persons List" or similar list; or (b) by any law, order, rule or regulation or any Executive Order of the President of the United States.
- 1.14. "Published Rate" means Hotel's rates that are offered to the general public at rack or retail rates through any central reservation system or third-party intermediary or distributor, but not including special promotional rates or restricted rates.
- 1.15. "Room and Rate System" means system(s) being utilized by Hotel for transmission of its Base Room rate and inventory information, which may include an extranet management system, as such systems may be upgraded or updated from time to time.
- 1.16. "Services" means Wholesaler's provision of hotel rooms and other travel accommodations throughout the world through the Distribution Channel.
- 1.17. "Standalone Room" means a hotel room that is not combined in a package that includes airfare or rental car.
- 1.18. "Wholesale Rate" means the rate at which Hotel will make Base Rooms available to Wholesaler, exclusive of any applicable taxes or other charges as set forth in the Exhibit A - Static Pricing Addendum – Packaged Rooms.
- 1.19. "Wholesaler Client" means a client of Wholesaler who is a wholesaler, travel agent or an individual.
- 1.20. "Wholesaler Guest" means: (i) an individual who purchases a Hotel Room from a Wholesaler Client who is a wholesaler or travel agent; or (ii) an individual who purchases a Hotel Room directly from Wholesaler.

## 2. BASE ROOM ACCESS.

- 2.1 Hotel shall, from time to time, provide Wholesaler with access to Base Rooms at Wholesale Rates through the Room and Rate System. Hotel, at its sole discretion, will determine the number and availability of Base Rooms and applicable Wholesale Rates. For static pricing, the types and amounts of Base Rooms, the Wholesale Rates, and the period of time in which the Base Rooms shall be made available to Wholesaler from time to time (the "Rate Period") shall be set forth in Static Pricing Addendum – Packaged Rooms, in the form of Exhibit A. The Static Pricing Addendum, as agreed to by Hotel and Wholesaler, shall be executed by Hotel and by Wholesaler, and when fully executed, shall be subject to and made a part of this Agreement.
- 2.2 Hotel reserves the right to designate blackout or restricted dates, and to implement stop-sell status or cancellation of any unused Base Rooms for any reason.
- 2.3 Reservations booked with 7 rooms or more are considered a "Group" reservation and shall not be eligible for Wholesale Rates. Should Wholesaler wish to arrange for a Group reservation, Wholesaler must contact Hotel in advance for Group room rates.

## 3. EXCLUSIVE SOURCING OF WHOLESALE RATES.

Wholesaler shall sell Hotel rooms only at the Wholesale Rates received under this Agreement through the Room and Rate System and shall not sell any Hotel rooms at rates received from any other third party or any other distribution channel.

## 4. TAX RATES.

- 4.1. Hotel shall provide Wholesaler with the tax rates applicable to the booking of Hotel Rooms. Wholesaler agrees that it shall collect all applicable taxes from Wholesaler Guests, and shall: (i) remit any taxes on the Wholesale Rate to Hotel; and (ii) remit any taxes on the Margin or Commission, as applicable, to the applicable governmental authority.
- 4.2. If required by law, Wholesale Rates will be provided to Wholesaler inclusive of applicable taxes. In such event: (i) Wholesaler shall only display for sale and sell the Base Rooms to Wholesaler Clients at rates which are inclusive of taxes; and (ii) if Wholesaler fails to display and sell Base Rooms to Wholesaler Clients at rates which are inclusive of taxes, and such failure results in a Best Rate Guarantee claim, as described below, Hotel may request in writing that Wholesaler pay to Hotel the difference between Hotel's Published Rate and the amount actually paid by the Wholesaler Guest for the room, and Wholesaler shall pay such sum to Hotel within fifteen (15) days of such notification.

## 5. BEST RATE GUARANTEE.

Wholesaler shall abide by Hotel's lowest published internet rate guarantee as described on Hyatt.com (or such other website as may serve as Hyatt's primary website) (the "Best Rate Guarantee"). In the event that Hotel determines that Wholesaler is found to be selling Hotel accommodations in a manner that is not in compliance with the Best Rate Guarantee and that is not attributable to the acts or omissions of Hotel, Hotel shall notify Wholesaler in writing of such non-compliance and Wholesaler shall use its best efforts to resolve such non-compliance within twenty-four (24) hours of such notice. Further, Hotel may discontinue provision of Hotel's inventory to Wholesaler until the non-compliance is resolved. If Wholesaler fails to abide by the Best Rate Guarantee on a recurring basis, Hotel may discontinue Wholesaler's access to Hotel's inventory regardless of Wholesaler's efforts to cure. In addition, in the event that a hotel guest finds a Hotel room rate through the Distribution Channel that is lower than the Published Rate for the date(s) of stay, and the hotel guest makes a Best Rate Guarantee claim with Hotel, Hotel may request in writing that Wholesaler pay to Hotel the difference between the Published Rate and the amount actually paid by the hotel guest for the room, and Wholesaler shall pay such sum to Hotel within fifteen (15) days of such notification.

- 5.1. **Hotel System Liability Disclaimer:** "Hotel shall not be held liable for rate discrepancies or distribution errors that arise from the acts, omissions, or technical malfunctions of Wholesaler's or Wholesaler Client's systems, APIs, or platforms. Wholesaler assumes full responsibility for ensuring accurate and up-to-date rate mapping across all its and its clients' distribution channels."

## 6. RESERVATIONS.

- 6.1. Wholesaler or Wholesaler Client, as applicable, must send a written confirmation, at least fourteen (14) days before the Wholesaler Guest's arrival (unless otherwise agreed between Hotel and Wholesaler), which guarantees the reservation (the "Written Confirmation"). The Written Confirmation shall either be a written voucher or reservations message sent either by e-mail or by facsimile that includes the following information:
  - a. Hotel name;
  - b. name of Wholesaler Guest(s)
  - c. description of room category;
  - d. dates of arrival and departure;
  - e. options and special requests, which shall be subject to availability and Hotel's ability to fulfil;
  - f. any other items to be credited to the Wholesaler Guest's account (i.e., room tax, transfers, etc.);
  - g. if payment for the Consumed Room will be made by Wholesaler's Credit Card as set forth in Section 9.1(c), the Written Confirmation will include the Wholesaler Credit Card information, or other form of payment guarantee as required by Hotel; and
  - h. if payment for the Consumed Room will be made by Wholesaler Guest to Hotel at time of check-out as set forth in Section 9.1(d), the Written Confirmation will include the Wholesaler Guest's credit card information, or other form of payment guarantee as required by Hotel.

Hotel has no obligation to hold any reservations for which Wholesaler or Wholesaler Client fails to provide a Written Confirmation with all such information.

- 6.2. Wholesaler and each Wholesaler Client are deemed to have made each reservation, Hotel will honour each reservation (subject to availability and Booking Procedures as set forth in the applicable Addendum), upon delivery by Wholesaler or Wholesaler Client of the Written Confirmation with complete information, as specified above. Requests for options and special requests shall be confirmed only at time of guest check-in. Upon receipt of the Written Confirmation, Hotel shall send Wholesaler, either electronically or by facsimile, confirmation of each reservation within forty-eight (48) hours after hotel receives Wholesaler's or Wholesaler Client's Written Confirmation; and shall provide Wholesaler with the Hotel Confirmation Number (by room number and name of the Wholesaler Guest(s)).

## 7. INCIDENTAL CHARGES.

The Wholesaler shall: (i) ensure that, at the time of reservation and prior to requesting payment from Wholesaler Guests, any Wholesaler Clients who are other wholesalers or travel agents inform the Wholesaler Guests that they are responsible for payment of all charges beyond the room rate. These may include, but are not limited to, retail purchases, additional transportation services, flower or other deliveries, additional spa services and activities, telephone calls (local and international), room service delivery charges, and other incidental charges. Payment for such incidental charges is due at check-out, and (ii) advise Wholesaler Guests who purchase Hotel accommodations directly from Wholesaler that Wholesaler Guests are responsible for Incidental Charges, and that payment for Incidental Charges is due at check-out. Hotel shall be responsible for collecting payment of Incidental Charges and Wholesaler shall have no responsibility for payment, collection or billing of Incidental Charges. Incidental Charges are not commissionable. Wholesaler agrees to cooperate with Hotel in any efforts to collect payment for Incidental Charges from Wholesaler Guests.

## 8. MANDATORY HOTEL CHARGES.

A list of mandatory Hotel charges, including but not limited to resort fees and service charges ("Mandatory Hotel Charges") are listed on the static pricing which is attached hereto as Exhibit A, and which may be amended by Hotel from time to time. Wholesaler shall and shall ensure that all Wholesaler Clients that are other wholesalers or travel agents shall, advise Wholesaler Guests of the existence of the Mandatory Hotel Charges in all advertising and throughout the booking process, in compliance with all applicable legal requirements. The actual Mandatory Hotel Charges which will apply to any Hotel Room will be in accordance with Hotel's policy. Mandatory Hotel Charges are not commissionable.

Wholesaler agrees to cooperate with Hotel in any efforts to collect payment for Mandatory Hotel Charges from Wholesaler Guests. Mandatory Hotel Charges shall be collected from Wholesaler Guests as follows:

- Mandatory Hotel Charges are included in Hotel's Published Rates, Wholesaler shall be responsible for collecting payment for Mandatory Hotel Charges from the Wholesaler Guest at time of purchase, and shall ensure that Wholesaler Clients that are other wholesalers or travel agents shall be responsible for collecting payment for Mandatory Hotel Charges from the Wholesaler Guest at time of purchase.
- The Mandatory Hotel Charges shall be paid by Wholesaler to Hotel in accordance with the payment process set forth in Section 9 herein.

## 9. PAYMENT TO HOTEL.

9.1 Payment to Hotel by Wholesaler or Wholesaler Client will be pre-paid by Wholesaler, billed to Wholesaler by invoice, paid to Hotel by Wholesaler credit card or paid to Hotel by Wholesaler Guest, as indicated on Exhibit A - Static Pricing Addendum – Packaged Rooms, in accordance with the terms below.

a. Terms for Pre-Payment. Hotel must receive from the Wholesaler or Wholesaler Client the Written Confirmation and full prepayment of the Wholesale Rate for the reserved room(s) plus applicable taxes at least fourteen (14) days prior to the Wholesaler Guest's arrival. If Hotel does not receive full payment as indicated, and no other form of full payment has been received prior to the Wholesaler Guest's arrival, the Wholesaler Guest's credit card will be charged at the prevailing rack rates, and if no valid credit card has been provided, Wholesaler shall be responsible for these charges. Wholesaler and its Wholesaler Clients shall be jointly and severally liable for payment of all charges specified on the Written Confirmation.

b. Terms for Payment by Invoice.

i. Hotel will invoice Wholesaler, if a credit facility has been established with prior approval, the Wholesale Rate for the Consumed Room(s) and Wholesale Rates for early departures, no shows and cancellations as set forth in Section 11, if any, plus applicable taxes. Payment of these charges is expected within thirty (30) days of receipt of invoice. Wholesaler's Written Confirmation will be attached to invoice. Hotel will make commercially reasonable efforts to support invoices with Wholesaler's vouchers where supplied. If the Written Confirmation is not available, Hotel will supply alternative evidence to the Wholesaler, which shows that the Wholesaler Guest was provided with the reserved Hotel room(s). Any additional or more specific requirements by Wholesaler must be made in writing and approved in writing by hotel in advance. Payments not received within thirty (30) days from date of invoice may result in the termination of this Agreement or change to the existing method of payment. Wholesaler shall make checks payable to **EAST OPERATING COMPANY IV** and shall send checks to the following address: **Shura Island, 7007 King Faisal Rd, 2177, 48313 Umluj, Kingdom of Saudi Arabia.** Accounting.

ii. If no invoice for a Consumed Room is received by Wholesaler from Hotel within one hundred eighty (180) days of the Wholesaler Guest's departure, then: (1) any amount owing by Wholesaler or a Wholesaler Client for such Consumed Room is deemed extinguished; (2) any charge for such Consumed Room on such invoice is void solely to the extent that it reflects charges for such Consumed Room; and (3) Wholesaler shall be entitled to assume that such charges are not due to Hotel with respect to such Consumed Room.

iii. Disputed Invoices. In the event of any disputed sums, Wholesaler shall pay the undisputed portions of the invoice in accordance with this Agreement, while the disputed sums are being resolved. When applying payments made by Wholesaler, Hotel shall, unless Wholesaler consents otherwise in writing, apply the payment to the specific Consumed Rooms included in the invoice being paid by Wholesaler. Wholesaler shall provide Hotel written notice of any disputed sums within thirty (30) days after it has received such disputed invoice; failure to do so will constitute a waiver of the right to dispute any charges reflected in the invoice. If Wholesaler has provided written notice of a disputed sum, Hotel shall not: (i) apply any payment made by Wholesaler on another Consumed Room or invoice to the disputed charge; (ii) attempt to charge any Wholesaler Guest directly for the disputed charge; (iii) refuse to honour any other reservations made by Wholesaler Guests; or (iv) take, without Wholesaler's consent, any other action likely to interfere with the fulfilment of a Wholesaler Guest's reservation at the Hotel.

**c. Terms for Payment by Wholesaler Credit Card**

- i. Hotel shall charge the Wholesale Rate plus applicable taxes and fees in accordance with Hotel's policy to Wholesaler's credit card (the "Wholesaler Credit Card") at the time the Written Confirmation is received. No other charges, fees or expenses may be charged to the Wholesaler Credit Card. Hotel shall be liable for and shall reimburse Wholesaler for any charges, fees or expenses that are incorrectly charged to the Wholesaler Credit Card.
- ii. Wholesaler Credit Card Denial. In the event that charges are denied or not processed by the Wholesaler Credit Card, Wholesaler will remedy such non-payment within twenty-four hours of notification from Hotel. If Wholesaler does not successfully remedy such non-payment within the twenty-four-hour time period, Hotel will invoice Wholesaler for the Consumed Room and payment shall be due from Wholesaler within fifteen (15) business day of receipt of invoice.
- iii. Disputed Payment. In the event of any disputed payment, Wholesaler shall issue a credit notice to Hotel. Wholesaler shall provide Hotel written notice of any disputed payment within one hundred eighty (180) days after the date of the Wholesaler Guest's check out; failure to do so will constitute a waiver of the right to dispute any charges. If Wholesaler has provided credit notice (which shall constitute written notice), Hotel shall not: (i) apply any payment made by Wholesaler on another Consumed Room to the disputed charge; (ii) attempt to charge any Wholesaler Guest directly for the disputed charge; (iii) refuse to honour any other reservations made by Wholesaler Guests; or (iv) take, without Wholesaler's consent, any other action likely to interfere with the fulfilment of a Wholesaler Guest's reservation at the Hotel.

**d. Terms for Payment by Wholesaler Guest**

- i. Wholesaler Guest shall pay the Booking Price and applicable taxes, Incidental Charges and Mandatory Hotel Charges (if applicable) directly to the Hotel at check-out.
  - ii. Wholesaler Guest Credit Card Denial. In the event that charges are denied or not processed by the Wholesaler Guest's credit card, Wholesaler will remedy such non-payment within twenty-four hours of notification from Hotel. If Wholesaler does not successfully remedy such non-payment within the twenty-four-hour time period, Hotel will invoice Wholesaler for the Consumed Room and payment shall be due from Wholesaler within fifteen (15) business day of receipt of invoice.
- 9.2** Hotel acknowledges that Wholesaler generally has no knowledge of: (i) Wholesaler Guests' actual arrival or departure dates; (ii) any cancellation notice that may be given by Wholesaler Guests directly to Hotel, or whether any such cancellation notice as may be given is sufficient under Hotel's policies to relieve Wholesaler Guests (and Wholesaler) of all or any portion of the charges otherwise due to Hotel; or (iii) of any adjustment that may be negotiated by Hotel directly with Wholesaler Guests with respect to reductions in rate, duration of stay, or otherwise. Accordingly, Hotel agrees that Wholesaler and Wholesaler Clients shall be entitled to rely upon and accept as accurate any invoice received by Wholesaler from Hotel.
- 9.3** Wholesaler will use all reasonable efforts to assist Hotel where any Wholesaler Client or Wholesaler Guest fails to make any payments owing in accordance with this Agreement.

**10. GUEST CHANGES AND EXTENDED STAYS.**

- 10.1** Subject to Section 11, if a Wholesaler Guest requests additional changes to the Wholesaler Guest's reservation directly from Hotel, or if a Wholesaler Guest accepts an upgrade offer made by the Hotel, whether upon arrival at the Hotel or otherwise ("Guest Changes"), then Hotel shall charge the Wholesaler Guest directly for such Guest Changes, including any extra person fees, Mandatory Hotel Charges, Incidental Charges, or other additional charges, and Hotel is solely responsible for collecting any charges from such Wholesaler Guest for Guest Changes or other charges. Charges for Guest Changes are not commissionable.
- 10.2** Any compensation to Wholesaler will only include those nights confirmed in Wholesaler's booking of the applicable Base Room and not any additional nights Wholesaler Guest may add to their booking, through arrangements made by the Wholesaler Guest directly with Hotel. Wholesaler shall not receive any compensation from Hotel for any such additional nights.

**11. EARLY DEPARTURES, NO SHOWS AND CANCELLATIONS.**

Unless otherwise specified by Hotel where a Wholesaler Guest departs prior to the reservation departure date, does not show up for the reservation or cancels their booking outside the period required by Hotel's cancellation policy, Hotel will, in accordance with its cancellation policy or the specified rate plan applicable to the room reservation, charge Wholesaler or Wholesaler Guest the relevant charges. If pre-payment was required, Hotel shall be under no obligation to refund any of the prepaid amounts to Wholesaler or the Wholesaler Guest (as applicable).

**12. CONTINUED CANCELLATION BY WHOLESALER GUEST.**

When in Hotel's reasonable opinion, Wholesaler continually books Wholesaler Guests through the Services who either cancel or do not show up for their bookings, such action will be considered a material breach under this Agreement and provided Wholesaler does not

alleviate Hotel's concerns within ten (10) days of being notified of the material breach, Hotel may, in its sole discretion, terminate this Agreement.

### **13. EXTRAORDINARY CIRCUMSTANCES.**

In the event that a Wholesaler Guest is unable to appear for a reservation due to extraordinary circumstances, as determined by Hotel in its sole discretion (e.g., natural disaster), Hotel may authorize an exception to its cancellation policy, provided appropriate documentation verifying the extraordinary circumstance is provided by Wholesaler Guest.

### **14. GUEST IDENTIFICATION.**

Hotel shall use commercially reasonable efforts to ensure that, upon check-in, the identification presented by a Wholesaler Guest matches the booking information contained in the reservation information provided by Wholesaler to Hotel.

### **15. ANTI-FRAUD COOPERATION.**

If a reservation is a Potentially Fraudulent Reservation, as defined below, or certain data provided by a Wholesaler Guest cannot be verified by Wholesaler prior to 6:00 p.m. (of Hotel's local time zone) of the day that is one (1) day before the date of arrival, then Hotel and Wholesaler shall work together to address the Potentially Fraudulent Reservation, which may include cancelling such reservation at any time up to 6:00 p.m. (of the Hotel's local time zone) of the day that is one (1) day before the date of arrival. "Potentially Fraudulent Reservation" means: (i) a reservation that results from invalid or incorrect information supplied to Wholesaler at the time of booking, or as a result of a credit card dispute, or as a result of a report of unauthorized charges; or (ii) bookings that may be associated with previous high risk or fraudulent transactions

### **16. "WALKED" CUSTOMERS.**

If Hotel "walks" a Wholesaler Guest, it agrees to take responsibility for locating alternative hotel accommodations of a reasonably equivalent quality in the area and shall cover the reasonable cost of the alternative accommodations as well as provide transportation to the alternative hotel in accordance with Hotel's policy, all at no charge to the Wholesaler Guest.

### **17. NON-COMPLIANCE.**

If Hotel fails to meet any of its material obligations under this Agreement, Wholesaler shall have the right to send Hotel a written notice of non-compliance (a "Notice of Non-Compliance"). The Notice of Non-Compliance shall set forth in reasonable detail the basis of such non-compliance. Upon Hotel's receipt of a Notice of Non-Compliance, it shall have a period of thirty (30) days in which to respond to Wholesaler with a written notice setting forth reasonable evidence demonstrating its present compliance (a "Notice of Cure"). In the event that Hotel cannot reasonably demonstrate present compliance to Wholesaler during such period, Wholesaler may refuse to offer, display or list on the Services the Hotel until such time as Hotel can reasonably demonstrate compliance with its obligations. In the event Hotel fails to meet its obligations under this Agreement, Wholesaler's sole remedy shall be as described in this Section.

### **18. WHOLESALER OBLIGATIONS.**

- 18.1** Customer Service. Wholesaler will, at its own expense, make customer support services available for Wholesaler Guests through a customer service centre available through the Services. The customer service centre will be adequately staffed with personnel trained to respond to Wholesaler-related customer inquiries and requests for related service and support. Wholesaler will make commercially reasonable efforts to ensure that its customer service representatives provide customer service and support in a prompt, courteous, and professional manner. Wholesaler shall ensure that Wholesaler's customer service centre telephone number and/or e-mail address is: (i) included in confirmations, itineraries, or other similar communications issued by Wholesaler or Wholesaler Clients to Wholesaler Guests (whether by e-mail or hard copy); and (ii) posted on any customer-accessible website that is part of the Services; and (iii) provided to Hotel. Wholesaler will refer Wholesaler Guests with Hotel-specific questions to Hotel's customer service centre, which shall be available twenty-four hours a day, seven days per week. Wholesaler and Hotel will work together to resolve customer issues that remain when neither Party is able to resolve the issue individually.
- 18.2** Reporting. Wholesaler will provide Hotel with reports on an agreed basis providing information concerning Hotel Rooms booked through the Services.
- 18.3** Group Solicitations. Wholesaler represents and warrants that it will not use the Services to solicit groups (whether under contract to Hotel or not) or to solicit attendees of a group under contract with Hotel. Nothing in this Section is intended to prevent Wholesaler from presenting group leads to Hotel for the development of mutually acceptable accommodations. Reservations booked with seven (07) or more rooms are considered a group reservation.
- 18.4** Exclusivity. Wholesaler shall sell Hotel's hotel rooms only at the rates received through the Room and Rate System and shall not sell any of Hotel's hotel rooms at rates received from any other third party or any other distribution channel.

### **19. INTELLECTUAL PROPERTY AND MARKETING.**

- 19.1** Hotel grants to Wholesaler the non-exclusive rights to reproduce, distribute, and display Hotel materials and to use the Hotel name and logo (together, the "Hotel Marks") only in connection with Wholesaler's sale of the Hotel accommodations as described in this Agreement. Wholesaler shall use the Hotel Marks exactly in the form provided by the hotel or as may be advised by Hotel from time to time. Wholesaler shall not form any combination marks with the Hotel Marks, alter the Hotel Marks or any element thereof in any manner, including size, colour, spacing, font, or appearance, or take any action inconsistent with Hotel's rights to the Hotel Marks. Wholesaler shall not register any of the Hotel Marks in whole or part as a domain name or as part of any other symbol or

element used in electronic commerce without having obtained Hotel's prior written consent. Wholesaler shall not challenge the rights of Hotel to the Hotel Marks or of any intellectual property to which Hotel may now or in the future have rights. As between the Hotel and Wholesaler, any goodwill accruing from use of such Hotel Marks shall automatically inure to the benefit of Hotel. The Hotel Marks shall at all times remain the property of Hyatt. Wholesaler shall immediately cease use of the Hotel Marks upon the expiration or termination of this Agreement.

- 19.2 Should Wholesaler wish to advertise the Hotel accommodations to its Wholesaler Clients, Wholesaler shall contact the hotel, and shall not distribute any other marketing materials describing the Hotel and its accommodation, without the prior written approval of Hotel.
- 19.3 Wholesaler shall not purchase placement rights for any of the Hotel Marks in any manner in its advertising, including but not limited to internet and web advertising, without the express prior written consent of Hotel.
- 19.4 Wholesaler shall not target, solicit, or otherwise exploit any data to seek from or offer business to Hotel's brand-loyal customers (i.e., customers expressing a preference for the Facility or other Hyatt hotel).
- 19.5 Wholesaler shall not use any "predatory advertising methods" designed to generate traffic from sites for which they have no contractual rights for the online promotion of their products or services. Wholesaler shall prohibit all websites within its control from utilizing predatory advertising methods. "Predatory advertising methods" are advertising methods that create or overlay links or banners on web sites, spawn's browser windows, or utilizes any other method to generate traffic from web sites without that web site owner's knowledge, permission and participation.
- 19.6 Wholesaler shall not market the sale of or sell any of the Hotel's guest rooms on or through any web search platform or social media platform (including but not limited to Google, Google Hotel Finder, and Bing Travel) without the express prior written consent of Hotel.
- 19.7 Wholesaler shall not bid on any keywords involving any Hyatt or Hotel names or trademarks, or any Negative Keywords, as defined in Section 19.8 below, unless such bidding is part of a mutually-agreed upon marketing plan. For clarity, Wholesaler understands that any keyword bidding activities by Wholesaler must be part of a marketing plan agreed upon between Hotel and Wholesaler in writing.
- 19.8 To the extent that Wholesaler uses keywords on a search engine, Wholesaler shall use the terms and their corresponding match types, which may be updated by Hyatt from time to time (the "Negative Keyword(s)"), on such search engine so that Wholesaler's ads are not displayed when a user search includes one or more Negative Keyword.
- 19.9 This Section 19 shall survive termination or expiration of this Agreement.

## 20. TERM.

The term of this Agreement shall commence on the Effective Date and shall continue for one year, unless otherwise terminated as provided herein, thereafter this Agreement shall continue for successive one-year terms. Either Party may cancel this Agreement at any time upon thirty (30) days advance written notice to the other Party. Either Party can also terminate this Agreement in the event of a force majeure event as set forth in Section 30.2 herein. It is understood and agreed that this Agreement will automatically terminate in the event that: (i) the Hotel ceases to be operated under a Hyatt brand; or (ii) Wholesaler becomes a Prohibited Person or is owned or controlled by a Prohibited Person or otherwise is the target of trade restrictions.

## 21. REPRESENTATIONS AND WARRANTIES.

- 21.1 Mutual Representations and Warranties. Each Party hereby represents and warrants: (i) such Party has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement; (ii) as of the Effective Date, the execution, delivery and performance of this Agreement by such Party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a Party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it; and (iii) as of the Effective Date, each Party is in compliance with all laws applicable to the operation of its respective businesses and shall procure and maintain any and all licenses or permits necessary to fulfil its obligations hereunder.
- 21.2 Wholesaler's Representations and Warranties. Wholesaler hereby represents and warrants that:
  - a. (i) the software used by Wholesaler in connection with the Services does not and will not contain any code that disrupts, disables, harms, or otherwise adversely affects in any manner the operation of such software or any other software or system (referred to as "viruses" or "worms"); and (ii) no component of such software contains, and will not otherwise introduce into any system, any virus, worm, Trojan horse, time bomb, time lock, drop dead devices, trap, access software, trap door device, automatic restraint, or any other feature or function that may, intentionally or unintentionally, cause or allow: (a) the erasure, destruction, corruption or modification of any software or data; or (b) access to software or data of Hotel, its affiliates or its customers.
  - b. Wholesaler will at all times utilize reasonable and appropriate practices and technologies common and prevalent in Wholesaler's industry to avoid causing damage to Hotel's computer systems or other technology. Wholesaler agrees that, in the event Wholesaler causes damage to Hotel's computer systems or other technology, it shall be financially responsible for all necessary repairs required to fully cure such damage and Hotel's computer systems and other technology to their state of existence prior to such damage.
  - c. Wholesaler shall at all times utilize reasonable and appropriate practices and technologies common and prevalent in Wholesaler's industry (including, to the extent applicable, encryption, firewall protection, intrusion detection and prevention tools and network management applications) to protect, safeguard, and secure the work performed by Wholesaler and data made available to Wholesaler by Hotel (the "Hotel Work and Data") against unauthorized access, use and disclosure.
  - d. Wholesaler shall constantly monitor for any attempted unauthorized access to, or use or disclosure of, Hotel Work and Data and shall immediately take all necessary and appropriate actions in the event any such attempt is discovered, including, without limitation by: (i) promptly notifying Hotel of any material or significant breach of security with respect to any such materials (a "Security Breach"); (ii) performing an investigation to learn the cause of the Security Breach; (iii) taking appropriate measures to prevent such a Security Breach in the future; and (iv) resolving any such Security Breach and fully cooperating with Hotel in complying with any notification requirements that may result from such Security Breach. Wholesaler also represents and warrants

that it shall document and maintain adequate retention process and policies for all Security Breaches in accordance with all applicable legal and regulatory requirements.

- e. (i) Wholesaler is not, and its directors, officers, senior management, shareholder, and persons having a controlling interest are not, owned, or controlled by, or acting on behalf of any Prohibited Person; and (ii) from and after the Effective Date of Executive Order 13324 issued by the President of the United States, Wholesaler (and person, group or entity which Wholesaler controls, directly or indirectly) has not conducted nor will conduct business nor has engaged nor will engage in any transaction or dealing with any Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation, including without limitation, any assignment of this Agreement or the making or receiving of any contribution of funds, goods or services to or for the benefit of a Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation.

Wholesaler shall notify Hotel immediately upon the occurrence of any event which would render the foregoing representations and warranties incorrect.

In connection with the foregoing, it is expressly understood and agreed that: (i) any breach by Wholesaler of the foregoing representations and warranties shall be deemed a default by Wholesaler and shall be covered by Wholesaler's indemnification obligations as set forth in Section 26 of this Agreement; and (ii) the representations and warranties contained in this Section 21.2(e) shall be continuing in nature and shall survive the expiration or earlier termination of this Agreement.

## 22. LIMITATION OF WARRANTY.

EXCEPT AS EXPRESSLY WARRANTED ABOVE, EACH PARTY EXPRESSLY DISCLAIMS ANY FURTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

## 23. DATA PRIVACY AND PROTECTION.

A breach of the following data privacy and protection provision (the "Data Privacy and Protection Provision") shall be deemed a material breach of this Agreement.

**23.1 Requirements for Data Processor:** In the event Wholesaler or its agents Process ("Process" and its variants for purposes of this Section includes, without limitation, access, collect, record, organize, use, store, adapt, alter, retrieve, consult, transfer, disclose or destroy) any information relating to an identified or identifiable natural person on behalf Hotel (collectively, "Personal Information"), Wholesaler, in connection with this Agreement shall and shall cause its agents and personnel that Process such Personal Information to:

- (a) agree that, as between the Parties, all such Personal Information shall be deemed to be Confidential Information (as defined herein) that is owned by Hotel;
- (b) Process and retain that Personal Information only on the prior written instructions of Hotel and only to the extent reasonably necessary for performance of this Agreement;
- (c) implement reasonable technical and organizational measures to protect that Personal Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access in particular where the Processing involves the transmission of data over a network, and against all other unlawful forms of Processing;
- (d) not transfer Personal Information across a national border except:
  - with the prior written consent of Hotel; or
  - where Personal Information originates from the European Economic Area, with the prior written consent of Hotel and subject to any additional requirements of Hotel (which may, for the avoidance of doubt, require Wholesaler to ensure such parties as are reasonably specified by Hotel enter into the appropriate Model Clauses, which shall be defined as any or all of the contractual clauses referred to in European Commission Decisions C(2010) 593, C(2001) 1539 and C(2004) 5271); and
- (e) destroy or return to Hotel all Personal Information in Wholesaler's control or possession within fifteen (15) days after expiration or termination of this Agreement.

**23.2** Wholesaler shall also:

- (a) notify Hotel promptly should it be aware that, or reasonably suspect that, any breach of Sections 23.1(a) to 23.1(e) above or any other breach of security or unauthorized disclosure of or access to any Personal Information has occurred (a "Breach");
- (b) perform an investigation to learn the cause of the Breach;
- (c) promptly take all steps necessary to remedy the event and prevent the Breach's recurrence; and
- (d) fully cooperate with Hotel to comply with any notification requirements that may result from such Breach. Wholesaler shall document and maintain adequate retention process and policies for all Breaches in accordance with all applicable legal and regulatory requirements.

## 24. PCI COMPLIANCE.

Wholesaler acknowledges and agrees that if, in connection with its performance under this Agreement, it shall receive, access, transmit, store or process data ("Cardholder Data") relating to a payment card bearing the logo of a member of the Payment Card Industry ("PCI") Security Standards Council or to the person to whom such payment card is issued, Wholesaler shall be responsible for maintaining the confidentiality and security of such Cardholder Data. Wholesaler warrants, represents and covenants that it will, at all times during the term hereof and thereafter, in accessing, transmitting, storing or processing Cardholder Data, comply with the standards and measures required under the then-current version of the PCI Data Security Standards ("PCI DSS"), including, without limitation, all associated audit and certification requirements, and with any other applicable requirements as may be promulgated from time to time

by the PCI Security Standards Council, by any member thereof, or by any entity that functions as an acquirer with respect to a payment card bearing the logo of a PCI member. In addition, if Wholesaler, in connection with its performance under this Agreement, uses or provides: (i) any payment applications that store, process or transmit Cardholder Data as part of authorization or settlement; or (ii) any personal identification number (PIN) entry terminals used for payment card transactions, Wholesaler will ensure that such payment applications or PIN entry terminals, as the case may be, comply with applicable PCI security standards and requirements, including but not limited to, the PIN Entry Device Security Requirements and the Payment Application Data Security Standard. Hyatt Corporation or its affiliate and Hotel will be entitled to audit Wholesaler's compliance with the warranties and representations contained in this paragraph (the "Data Security Warranties").

## 25. LIMITATION OF LIABILITY.

EXCEPT FOR THE OBLIGATIONS SET FORTH IN SECTION 23 (DATA PRIVACY AND PROTECTION), SECTION 24 (PCI COMPLIANCE), SECTION 26 (INDEMNIFICATION) AND CLAIMS ARISING UNDER SECTION 28 (CONFIDENTIALITY), THE PARTIES AGREE THAT NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY), OR FOR INTERRUPTED COMMUNICATIONS, LOST BUSINESS, LOST DATA OR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES.

## 26. INDEMNIFICATION.

**26.1** Indemnification by Wholesaler. WHOLESALER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER OF THE FACILITY, AND THE ENTITY THAT PROVIDES MANAGEMENT SERVICES TO OR OPERATES THE FACILITY, AS WELL AS THEIR RESPECTIVE AFFILIATES, AND EACH OF THEIR OFFICERS, SHAREHOLDERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "HOTEL INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, CLAIMS, DEMANDS, SUITS, ACTIONS, DEFICIENCIES, PENALTIES, TAXES, LEVIES, FINES, JUDGMENTS, SETTLEMENTS, COSTS, EXPENSES, LEGAL FEES AND DISBURSEMENTS, AND ACCOUNTANTS' FEES AND DISBURSEMENTS (COLLECTIVELY, "LOSSES") INCURRED BY, BORNE BY OR ASSERTED AGAINST ANY OF THE HOTEL INDEMNIFIED PARTIES IN ANY WAY RELATING TO, ARISING OUT OF OR RESULTING FROM: (I) ANY BREACH BY WHOLESALER OF ITS REPRESENTATIONS, WARRANTIES OR OBLIGATIONS UNDER THIS AGREEMENT; (II) ANY NEGLIGENT ACT OR OMISSION BY WHOLESALER IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT; (III) ANY ACTUAL OR ALLEGED INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF ANY INTELLECTUAL PROPERTY OR PRIVACY RIGHT OF ANY WEB SITE, SERVICE, PRODUCT OR ADVERTISING OF WHOLESALER OR ANY COMPANY, ORGANIZATION OR THIRD PARTY THAT RECEIVES BASE ROOMS THROUGH WHOLESALER; (IV) INFORMATION GIVEN BY WHOLESALER TO THIRD PARTIES, (OTHER THAN INFORMATION SUPPLIED BY HOTEL OR A THIRD PARTY, INCLUDING BUT NOT LIMITED TO GUESTS BOOKING RESERVATIONS THROUGH THE SERVICES) THAT IS MATERIALLY FALSE, MISLEADING, OR DECEPTIVE; OR (V) THE FAILURE TO PAY ANY TAXES AS DETERMINED IN A FINAL DETERMINATION BY AN APPLICABLE GOVERNMENTAL AUTHORITY TO BE DUE AND OWING BY WHOLESALER.

**26.2** INDEMNIFICATION BY HOTEL. HOTEL SHALL INDEMNIFY AND HOLD HARMLESS WHOLESALER AND ITS OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "WHOLESALER INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES INCURRED BY, BORNE BY, OR ASSERTED AGAINST ANY OF THE WHOLESALER INDEMNIFIED PARTIES IN ANY WAY RELATING TO, ARISING OUT OF OR RESULTING FROM: (I) ANY BREACH BY HOTEL OF ITS REPRESENTATION, WARRANTIES OR OBLIGATIONS UNDER THIS AGREEMENT; (II) ANY NEGLIGENT ACT OR OMISSION BY HOTEL IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; OR (III) INFORMATION GIVEN BY HOTEL TO THIRD PARTIES (OTHER THAN INFORMATION SUPPLIED BY WHOLESALER OR A THIRD PARTY, INCLUDING BUT NOT LIMITED TO GUESTS BOOKING RESERVATIONS THROUGH THE SERVICES) THAT IS MATERIALLY FALSE, MISLEADING, OR DECEPTIVE.

**26.3** Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

## 27. INSURANCE.

Wholesaler shall carry and maintain Comprehensive General Liability insurance through companies satisfactory to Hotel endorsed to include products and completed operations and contractual liability in a minimum amount of five million dollars (USD\$5,000,000.00) per occurrence. Wholesaler shall furnish to Hotel a Certificate of Insurance evidencing such coverage prior to commencement of Services hereunder and shall continue to provide Hotel with subsequent annual Certificates of Insurance evidencing uninterrupted compliance with this insurance requirement until the termination of this Agreement. Such policy shall: (i) name the owner of the Facility and the entity that provides management services to or operates the Facility and their respective affiliates as additional insureds; (ii) be primary and not contributory with Hotel's insurance; and (iii) provide that it may not be cancelled or changed without at least thirty (30) days prior written notice to Hotel.

- The provisions of this Section shall survive the expiration or termination of this Agreement.

## 28. CONFIDENTIALITY.

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

## 29. COMPLIANCE WITH LAWS.

Wholesaler understands and agrees that Wholesaler's performance of any and all Services performed pursuant to this Agreement shall, at Wholesaler's expense, fully comply with all applicable laws, rules, regulations and ordinances which may govern or regulate such Services.

## 30. GENERAL.

- 30.1** Governing Law, Venue, Attorneys' Fees. This Agreement shall be construed and controlled by the laws of the state, province or country, as applicable, in which Hotel is located, and each Party consents to jurisdiction of the courts of competent jurisdiction sitting in the state, province or country, as applicable, where Hotel is located. If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, including expert witness fees.
- 30.2** Force Majeure. In the event of an act-of-God, war, hostilities or any local or national emergency, compliance with any order or request of any national, provincial, local, port or other public authority or of any person purporting to act for such authority, government regulation, terrorism, disaster, fire, riots, insurrection strikes, lockouts, labour disputes of any kind, partial or general stoppages of work, refusals to perform any kind of work (whether any of the foregoing relate to the Party's own employees or others), civil disorder, curtailment of transportation facilities, breakdown of or accident to plant, machinery or facilities or any other emergency of a comparable nature beyond a Party's control, making it impossible, illegal or which materially affects that Party's ability to perform its obligations under this Agreement, and which such Party could not have prevented or overcome; that Party shall have the right, upon written notice to the non-terminating Party within five (5) days of such event, to terminate this Agreement for cause, without incurring liability except for payments due and owing under this Agreement for Services rendered prior to the receipt by the non-terminating Party of the notice referenced above.
- 30.3** Notice. All notices, requests, demands and other communications hereunder shall be in writing and sent to the addresses set forth below. Any notice to be given shall be deemed to have been delivered: (a) upon delivery by hand; (b) three (3) business days after being sent by commercial courier for overnight delivery, return receipt requested; or (c) the same day as delivered by facsimile, evidenced by a machine generated receipt, provided that a confirmation copy is also sent that same day by commercial courier for overnight delivery as provided above.
- 30.4** Assignment. Neither Party may assign this Agreement, or any portion of it, to any third party unless the other Party expressly consents to such assignment in writing, provided that Hotel may assign this Agreement to a successor owner of the Hotel provided that the Facility continues to be operated under a Hyatt brand. Notwithstanding the foregoing, either Party may assign its rights and/or obligations under this Agreement to an affiliate or subsidiary of such Party without the other Party's prior consent.
- 30.5** Severability. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms. The Parties intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, the Parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.
- 30.6** Entire Agreement; Modification; No Offer. The Parties hereto agree that this Agreement, together with its Exhibits and the signed Static Pricing Addendum – Packaged Rooms, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications related to the subject matter hereto. Any Existing Individual Hotel Wholesale Agreement entered into between Hotel and Wholesaler prior to the execution of this Agreement shall terminate upon execution of this Agreement. This Agreement shall not be modified except by a written agreement dated subsequent hereto signed on behalf of each Party by its duly authorized representatives. Neither this Agreement nor any written or oral statements related hereto constitute an offer, and this Agreement shall not be legally binding until executed by both Parties hereto.
- 30.7** Binding Effect. Subject to the limitations set forth herein, this Agreement will inure to the benefit of and be binding upon the Parties, their successors, administrators, heirs, and permitted assigns.
- 30.8** Survival after Termination. The obligations of the Parties under this Agreement that by their nature would continue beyond expiration, termination or cancellation shall survive any such expiration, termination or cancellation. 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.
- 30.9** Waiver. No term or condition of this Agreement shall be deemed waived, and no breach shall be deemed excused, unless such waiver or excuse is in writing and is executed by the Party against whom such waiver or excuse is claimed.
- 30.10** Headings. Section headings are for convenience only and shall not be considered in construing this Agreement.

- 30.11** Language and Counterparts. This Agreement may be executed in both an English version and a version in the local language where Hotel is located, and both versions shall be equally authentic; however, in the event of a conflict between the terms of the English version and the terms of the local language version, the terms of the English version shall control. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement. The Parties may sign and transmit facsimile copies of this Agreement, or sign and transmit portable document format (pdf) copies of this Agreement via email, and each shall be deemed originals.
- 30.12** Supplier Code of Conduct. By executing this Agreement, Wholesaler acknowledges that it shall abide by Hyatt's Supplier Code of Conduct available at: [Hyatt.com/SupplierCodeOfConduct](http://Hyatt.com/SupplierCodeOfConduct).
- 30.13** Exhibits. The following Exhibit is a part of this Agreement and fully incorporated herein.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year first above written.

WHOLESALER	HOTEL
Company name:	<b>EAST OPERATING COMPANY IV (MIRAVAL THE RED SEA)</b>
Name: Alessandra Girardi	Name: <b>GRANT SARKISYAN</b>
Title: Product Director	Title: <b>DIRECTOR OF SALES - LEISURE</b>
Signature: 	Signature:
Date: 07-Jan-26	Date: <b>20 January 2026</b>

## EXHIBIT A

### STATIC PRICING ADDENDUM - PACKAGED ROOMS

This Base Room Allotment/Static Pricing Addendum is governed under the Individual Hotel Wholesale Agreement dated **20 January 2026** between **EAST OPERATING COMPANY IV** trading as **MIRAVAL THE RED SEA** ("Hotel") and ("Wholesaler") (the "Agreement") and is fully incorporated therein. All capitalized terms used in this Base Room Allotment/Static Pricing Addendum and not otherwise defined will have the same meaning as in the Agreement.

#### 1. WHOLESALE RATES.

The Wholesale 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 only as Packaged Rooms; (vi) subject to the terms of the Agreement, including the terms and conditions set forth in this Static Pricing Addendum; and (vii) confidential and are only for the use of Wholesaler and associated companies for travel packages.

The following Wholesale Rates are available to Wholesaler and Wholesaler Clients as Packaged Rooms only. All Base Rooms under this Base Room Allotment/Static Pricing Addendum shall be sold by Wholesaler as Packaged Rooms. In no event shall Wholesaler or any Wholesaler Client sell any Base Room provided under this Base Room Allotment/Static Pricing Addendum as a Standalone Room. Wholesaler covenants that: (i) Wholesaler shall use the Wholesale Rates exclusively for resale to Wholesaler Clients as Packaged Rooms; and (ii) Wholesaler shall cause Wholesaler Clients who may be other wholesalers or travel agents to sell the Base Rooms exclusively as Packaged Rooms. Wholesaler's contracts with Wholesaler Clients that are other wholesalers or travel agents shall reflect this obligation which Wholesaler shall enforce against such Wholesaler Clients. A breach of this Section by Wholesaler constitutes a material breach of the Agreement which shall provide Hotel with the right to immediately terminate the Agreement and seek indemnification as provided in Section 26.

#### THE RESORT FEATURES A TOTAL OF 180 KEYS, CONSISTING OF 140 GUEST ROOMS, 20 SUITES AND 20 VILLAS WITH PRIVATE POOLS:

ROOM TYPE	# KEYS	# BEDS	BED TYPE	VIEWS	ROOM SIZE (INTERIOR)	# GUESTS	DESCRIPTION
<b>KING GUESTROOM</b>	52	1	King	Views of Shura Island and resort gardens	47 sqm 506 sq feet	2	Private outdoor terrace (10sqm/ 108 sq feet); Floor to ceiling windows; Sitting area; Double vanity; Separate stall & shower
<b>2 TWIN GUESTROOM</b>	5	2	Twin	Views of Shura Island and resort gardens	47 sqm 506 sq feet	2	Private outdoor terrace (10sqm/ 108 sq feet); Floor to ceiling windows; Indoor and Outdoor Sitting area; Double vanity; Separate stall & shower
<b>GOLF VIEW KING GUESTROOM</b>	32	1	King	Views of Shura Island and resort gardens	47 sqm 506 sq feet	2	Private outdoor terrace (10sqm/ 108 sq feet); Floor to ceiling windows; Sitting area; Double vanity; Separate stall & shower
<b>GOLF VIEW 2 TWIN GUESTROOM</b>	4	2	Twin	Views of Shura Island and resort gardens	47 sqm 506 sq feet	2	Private outdoor terrace (10sqm/ 108 sq feet); Floor to ceiling windows; Indoor and Outdoor Sitting area; Double vanity; Separate stall & shower
<b>SEASIDE VIEW King Guestroom</b>	29	1	King	Elevated views of the sea and the mangroves	47 sqm 506 sq feet	2	Private outdoor terrace (10sqm/ 108 sq feet); Floor to ceiling windows; Indoor and Outdoor Sitting area; Double vanity; Separate stall & shower
<b>SEASIDE VIEW 2 Twin Guestroom</b>	4	2	Twin	Elevated views of the sea and the mangroves	47 sqm 506 sq feet	2	Private outdoor terrace (10sqm/ 108 sq feet); Floor to ceiling windows; Indoor and Outdoor Sitting area; Double vanity; Separate stall & shower
<b>BEACH FRONT King Guestroom</b>	7	1	King	Beach Front	47 sqm 506 sq feet	2	Direct beach access; Private outdoor terrace (10sqm/ 108 sq feet); Floor to ceiling windows; Indoor and Outdoor Sitting areas; Double vanity; Separate stall & shower
<b>BEACH FRONT 2 Twin Guestroom</b>	7	2	Twin	Beach Front	47 sqm 506 sq feet	2	Direct beach access; Private outdoor terrace (10sqm/ 108 sq feet); Floor to ceiling windows; Indoor and Outdoor Sitting areas; Double vanity; Separate stall & shower

ROOM TYPE	# KEYS	# BEDS	BED TYPE	VIEWS	ROOM SIZE (INTERIOR)	# GUESTS	DESCRIPTION
<b>SEASIDE VIEW SUITE</b> 1 bedroom	8	1	King	Elevated views of the sea and the mangroves	94 sqm 1012 sq feet	3	Separate living and dining areas; Powder room in the living area; Guest pantry; Private outdoor terrace with sitting area (20sqm/ 216 sq feet); Floor to ceiling windows; Double vanity; Separate stall & shower
<b>BEACH FRONTSUITE</b> 1 bedroom	7	1	King	Beach Front	94 sqm 1012 sq feet	3	Direct beach access; Separate living and dining areas; Powder room in the living area; Guest pantry; Private outdoor terrace with sitting area (20sqm/ 216 sq feet); Floor to ceiling windows Double vanity; Separate stall & shower
<b>SEASIDE VIEW SUITE</b> 2 bedrooms	1	2	1 x King; 2 x Double	Elevated views of the sea and the mangroves	141 sqm 1518 sq feet	5	Separate living and dining areas; Powder room in the living area; Guest pantry; Private outdoor terrace with sitting area (32sqm/ 344 sq feet); Floor to ceiling windows; Double vanity. Separate stall & shower
<b>BEACH FRONT SUITE</b> 2 bedrooms	4	2	1 x King; 2 x Double	Beach Front	141 sqm 1518 sq feet	5	Direct beach access; Separate living and dining areas; Powder room in the living area; Guest pantry; Private outdoor terrace with sitting area (32sqm/ 344 sq feet); Floor to ceiling windows. Double vanity; Separate stall & shower
<b>REFLECTION VILLA</b> 1 bedroom	8	1	King	Beach front	100 sqm 1076 sq feet	3	Direct beach access; Private infinity pool; Expansive furnished outdoor terrace (85sqm/ 915 sq feet); Living and dining areas; Powder room; Kitchen; Floor to ceiling windows; Double vanity; Separate stall & shower
<b>DISCOVERY VILLA</b> 2 Bedrooms	8	3	1 King + 2 x Twins	Beach front	122 sqm 1313 sq feet	5	Direct beach access; Private infinity pool; Expansive furnished outdoor terrace (100 sqm/ 1076 sq feet); Living and dining areas; Powder room; Kitchen; Floor to ceiling windows; Double vanity; Separate stall & shower
<b>CONNECTION VILLA</b> 3 bedrooms	3	4	2 King + 2 x Twin	Beach Front	220 sqm 2368 sq feet	7	Direct beach access; Private infinity pool; Expansive furnished outdoor terrace (130sqm/ 1399 sq feet); Living and dining areas; Powder room; Kitchen; Floor to ceiling windows; Double vanity; Separate stall & shower
<b>GRATITUDE VILLA</b> 4 bedrooms	1	5	3 King + 2 x Twin	Beach front	350 sqm 3767 sq feet	11	Direct beach access; Private infinity pool; Expansive furnished outdoor terrace (150sqm/ 1615 sq feet); Living and dining area; Lounge room; Powder room; Kitchen; Floor to ceiling windows; Double vanity; Separate stall & shower

	ROOM TYPE	HIGH		PEAK		LOW	
		30.03.2026 – 23.05.2026 01.10.2026 – 20.12.2026		24.05.2026 – 31.05.2026 21.12.2026 – 06.01.2027		01.06.2026 – 30.09.2026	
		SNGL	DBL	SNGL	DBL	SNGL	DBL
rooms	<b>GUEST ROOM</b> (KING TWIN)	SAR 4,200	SAR 5,600	SAR 6,500	SAR 7,900	SAR 3,600	SAR 5,000
	<b>GOLF VIEW GUESTROOM</b> (KING/2 TWIN)	SAR 4,450	SAR 5,850	SAR 6,750	SAR 8,150	SAR 3,850	SAR 5,250
	<b>SEASIDE VIEW GUESTROOM</b> (KING/2 TWIN)	SAR 4,550	SAR 5,950	SAR 6,850	SAR 8,250	SAR 3,950	SAR 5,350
	<b>BEACH FRONT GUESTROOM</b> (KING/2 TWIN)	SAR 5,000	SAR 6,400	SAR 7,300	SAR 8,700	SAR 4,400	SAR 5,800
suites	<b>SEASIDE VIEW SUITE</b> 1 BEDROOM	SAR 5,650	SAR 7,050	SAR 7,950	SAR 9,350	SAR 5,050	SAR 6,450
	<b>BEACH FRONT SUITE</b> 1 BEDROOM	SAR 6,000	SAR 7,400	SAR 8,300	SAR 9,700	SAR 5,400	SAR 6,800
	<b>SEASIDE VIEW SUITE</b> 2 BEDROOMS	SAR 7,800	SAR 9,200	SAR 10,100	SAR 11,500	SAR 7,200	SAR 8,600
	<b>BEACH FRONT SUITE</b> 2 BEDROOMS	SAR 8,500	SAR 9,900	SAR 10,800	SAR 12,200	SAR 7,900	SAR 9,300
villas	<b>REFLECTION VILLA</b> 1 BEDROOM	SAR 9,100	SAR 10,500	SAR 11,400	SAR 12,800	SAR 8,500	SAR 9,900
	<b>DISCOVERY VILLA</b> 2 BEDROOMS	SAR 11,400	SAR 12,800	SAR 13,700	SAR 15,100	SAR 10,800	SAR 12,200
	<b>CONNECTION VILLA</b> 3 BEDROOMS	SAR 15,000	SAR 16,400	SAR 17,300	SAR 18,700	SAR 14,400	SAR 15,800
	<b>GRATITUDE VILLA</b> 4 BEDROOMS	SAR 18,600	SAR 20,000	SAR 20,900	SAR 22,300	SAR 18,000	SAR 19,400

## 2. AVAILABILITY:

	ROOM TYPE	# KEYS	HIGH	PEAK	LOW
			30.03.2026 – 23.05.2026 01.10.2026 – 20.12.2026	24.05.2026 – 31.05.2026 21.12.2026 – 06.01.2027	01.06.2026 – 30.09.2026
			AVAILABILITY	AVAILABILITY	AVAILABILITY
rooms	<b>GUEST ROOM</b> (KING TWIN)	57	FREE SALE	FREE SALE	FREE SALE
	<b>GOLF VIEW GUESTROOM</b> (KING/2 TWIN)	36	FREE SALE	FREE SALE	FREE SALE
	<b>SEASIDE VIEW GUESTROOM</b> (KING/2 TWIN)	33	FREE SALE	FREE SALE	FREE SALE
	<b>BEACH FRONT GUESTROOM</b> (KING/2 TWIN)	14	FREE SALE	FREE SALE	FREE SALE
		<b>140</b>			
suites	<b>SEASIDE VIEW SUITE</b> 1 BEDROOM	8	FREE SALE	ON-REQUEST	FREE SALE
	<b>BEACH FRONT SUITE</b> 1 BEDROOM	7	FREE SALE	ON-REQUEST	FREE SALE
	<b>SEASIDE VIEW SUITE</b> 2 BEDROOMS	1	ON-REQUEST	ON-REQUEST	ON-REQUEST
	<b>BEACH FRONT</b> 2 BEDROOMS	4	ON-REQUEST	ON-REQUEST	ON-REQUEST
		<b>20</b>			
villas	<b>REFLECTION VILLA</b> 1 BEDROOM	8	FREE SALE	ON-REQUEST	FREE SALE
	<b>DISCOVERY VILLA</b> 2 BEDROOMS	8	FREE SALE	ON-REQUEST	FREE SALE
	<b>CONNECTION VILLA</b> 3 BEDROOMS	3	ON-REQUEST	ON-REQUEST	ON-REQUEST
	<b>GRATITUDE VILLA</b> 4 BEDROOMS	1	ON-REQUEST	ON-REQUEST	ON-REQUEST
		<b>20</b>			

• FREE SALE is with **48 hours** release period.

• Availability is subject to STOP SALE, as per STOP SALE calendar.

### 3. **TERMS & CONDITIONS.**

- **MIRAVAL THE RED SEA IS AN ADULTS ONLY RESORT, CATERING GUESTS FROM 18 YEARS OLD ONWARDS. GUESTS TRAVELING WITH INDIVIDUALS AGED 17.99 OR UNDER WILL NOT BE PERMITTED TO CHECK-IN AND WILL BE SUBJECT TO FULL CANCELLATION CHARGES.**
- **MIRAVAL THE RED SEA IS A DIGITAL DEVICE-FREE RETREAT. DEVICES ARE ONLY PERMITTED IN GUEST ACCOMMODATIONS AND DESIGNATED AREAS.**
- All rates quoted in Saudi Rials (SAR), per person, per night.
- Rates and availability are provided as per availability chart above. Free Sale is with 48 hours release period. Some Suites and Pool Villas are on On-Request basis, and subject to Stop-sale.
- **Rates are inclusive of a 5% Municipality Fee and exclusive of 15% VAT. In accordance with Article 4, Para 2 of the VAT Law, the VAT group shall be treated as a single entity. Any changes in government taxes will take effect immediately upon implementation.**
- Rates are based on per person basis, unless specified.
- Room Rates are net and non-commissionable unless otherwise agreed in writing with the resort.
- The room type occupancies stated below are the maximum number of guests permitted in that room type, additional rooms will be charged at the contracted rate should the number of guests exceed the maximum occupancies stated.
- At the time of making the reservations, Tour Operator name and all guest names with ages are mandatory in order to proceed with the booking.
- Rates quoted are not applicable to corporate accounts.
- Rates offered are applicable only if reservations are made directly to the resort by the travel partner.
- All information and rates offered in this agreement are strictly confidential and may not be disclosed to third parties for any reason or purpose.
- Rates are not valid for internet portal sites. Should operators wish to promote their rates on the internet, any room rates shown on web sites **MUST be packaged and include a minimum 25% mark up**, provided always that the confidentiality of the rates quoted herein are preserved and not disclosed. Breach of this clause will be treated as material breach of contract and the resort reserves the right to cancel the contract
- Check in time: Check in is at 15:00 hrs. Early Check in is subject to availability upon arrival and may carry an additional charge.
- Check out time: Check out is at 12:00 noon.
- Late check out charges: Until 18.00 hours 50% of contracted rate and is subject to availability on the day of departure; After 18:00 hours 100% of contracted rate and is subject to availability on the day of departure.
- Groups: Any reservation of **7 rooms and above** is considered a group, which requires a separate group quotation that can be obtained from the resort directly.
- No Show & Early Check Out Policy: In the event that the individual or entire groups do not arrive, arrive later than the confirmed arrival date, or departs earlier than the confirmed departure date the wholesaler shall be held responsible for payment computed at the equivalent for the full originally booked length of stay.
- It is expressly agreed and declared that the proper law of this Agreement is the law of the Kingdom of Saudi Arabia and that any disputes, actions or other matters arising hereunder shall be determined in a court of law in the Kingdom of Saudi Arabia in accordance with the laws and procedures of the Kingdom of Saudi Arabia and under any all circumstance.

### 4. **PACKAGE RATES ABOVE INCLUDES:**

- Daily breakfast, lunch, and dinner at Rosemary Restaurant or Palm Court Café (grab-and-go), inclusive of non-alcoholic beverages (excluding zero-proof cocktails and zero-proof wine);
- Non-alcoholic beverages (excluding zero-proof cocktails and zero-proof wine), including fresh fruit and vegetable juices, smoothies, and snacks throughout the day;
- Complimentary welcome amenities upon arrival;
- Complimentary in-room mini-bar (non-alcoholic), replenished daily;
- Daily resort credits of **SAR 700 per person**, applicable toward additional spa services, wellness activities, and recreational programs;
- Complimentary roundtrip airport transfers via shared shuttle service; private transfers are available on request at additional charge.

- Guests may enjoy a curated selection of complimentary daily group activities, offered in accordance with the resort's evolving wellness schedule. **Programming is subject to seasonal adjustments and availability.**
- Welcome drink upon arrival;
- Wi-Fi access in all guest rooms, villas, and public areas (excluding designated digital device-free zones).

❖ *All-inclusive service hours run from 06:30 to 22:00;*

❖ *In-room or in-villa dining are excluded from the All-Inclusive offerings.*

## 5. GUEST EXPERIENCE PLANNING.

- At the time of confirming reservations, the Agent must provide complete guest details, including a valid email address, to the Hotel. This is essential for the Hotel's Experience Planning Team to curate personalized programs tailored to each guest's preferences during their stay at Miraval The Red Sea.
- Failure to provide these details may impact the Hotel's ability to guarantee availability for spa or recreational activities. All such services are subject to availability upon arrival and cannot be pre-secured without the guest information.
- The Agent is also responsible for ensuring that all guests receive and complete Miraval's Personal Preferences Menu prior to arrival. This step is vital for customizing every aspect of the guest's journey and ensuring a seamless, personalized experience.
- Guests will have access to the complimentary group activity schedule, which includes lectures, fitness classes, outdoor adventures, nutrition workshops, meditation, and yoga sessions. Scheduled offerings are subject to change. Fee-based activities, spa treatments (Miraval retail items are excluded) and private sessions are available on request and may be booked using Daily Resort Credits.
- For the most current wellness schedule and activity offerings, please visit [www.miravaltheredsea.com](http://www.miravaltheredsea.com). The Hotel reserves the right to modify offerings at its discretion.

## 6. SPECIAL OFFERS.

Contracted offers are **not combinable** with any tactical offers unless otherwise mentioned:

OFFER	STAY DATES	OFFERS APPLICABLE	TERMS & CONDITIONS
<b>EARLY BIRD OFFER 1 (EBO 1)</b>	Full Contract	Book <b>90 days</b> in advance and avail <b>20% off</b> contracted rates.	<ul style="list-style-type: none"> <li>• Minimum Length of stay 2 nights.</li> <li>• Black out: <b>Peak Season.</b></li> </ul>
<b>EARLY BIRD OFFER 2 (EBO 2)</b>	Full Contract	Book <b>60 days</b> in advance and avail <b>15% off</b> contracted rates.	<ul style="list-style-type: none"> <li>• Minimum Length of stay 2 nights.</li> <li>• Black out: <b>Peak Season.</b></li> </ul>
<b>EARLY BIRD OFFER 3 (EBO 2)</b>	Full Contract	Book <b>30 days</b> in advance and avail <b>10% off</b> contracted rates.	<ul style="list-style-type: none"> <li>• Minimum Length of stay 2 nights.</li> <li>• Black out: <b>Peak Season.</b></li> </ul>
<b>VILLA LONG STAY OFFER</b>	Full Contract	<ul style="list-style-type: none"> <li>• Additional <b>5% discount.</b></li> <li>• Complimentary <b>Private Airport return transfers</b> to and from RSI airport.</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum length of stay 7 nights.</li> <li>• Only valid on villa bookings.</li> <li>• Black outs: <b>Peak Season.</b></li> <li>• Combinable.</li> </ul>
<b>MEANINGFUL MILESTONES</b> (PERFECT FOR ANNIVERSARIES, VOW RENEWALS, ETC.)	Full Contract	<ul style="list-style-type: none"> <li>• Seasonal Welcome Amenities.</li> <li>• Miraval Celebration Ritual.</li> <li>• Locally Sourced Keepsake, with Our Gratitude.</li> </ul>	<ul style="list-style-type: none"> <li>• Applicable on minimum 2 nights stay.</li> <li>• Must be stated at the time of booking and date/nature of the meaningful milestone.</li> <li>• Combinable.</li> </ul>

- Tactical/ad-hoc promotions may be offered by the resort during the period of this contract, which may or may not be combinable with contracted special offers.
- Black-out period for offers where contracted rates apply: **PEAK SEASON.**
- **All offers exclude extra bed, 3<sup>rd</sup> person.**

## 7. EXTRA PERSON CHARGES

- Contracted offers or tactical promotions are not applicable on extra beds for 3<sup>rd</sup> adult charges.
- Adults (18+ and above) at **SAR 1,400** per night, inclusive of taxes. Rate includes all above Room/Suite/Villa inclusions.
- GUESTS TRAVELING WITH INDIVIDUALS AGED 17.99 OR UNDER WILL NOT BE PERMITTED TO CHECK-IN AND WILL BE SUBJECT TO FULL CANCELLATION CHARGES.**

## 8. CANCELLATION/ NO SHOW CHARGES:

The following cancellation fees apply based on the season and notice period prior to the guest's scheduled arrival:

SEASON	45-15 DAYS PRIOR	14-8 DAYS PRIOR	7 DAYS OR LESS	NO-SHOW
<b>HIGH</b>	No charge	1-night charge	50% of stay	Full stay
<b>PEAK</b>	50% of stay	Full stay	Full stay	Full stay
<b>LOW</b>	No charge	No charge	50% of stay	Full stay

### SEASON DEFINITIONS:

<b>HIGH</b> 30.03.2026 – 23.05.2026 01.10.2026 – 20.12.2026	<b>PEAK</b> 24.05.2026 – 31.05.2026 21.12.2026 – 06.01.2027	<b>LOW</b> 01.06.2026 – 30.09.2026
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- Cancellation charges are inclusive of taxes and service charge for each room cancelled.
- No-Show: In the case of a no-show, the penalty equals the full stay inclusive of taxes and service charge.
- Cancellations: Except where deposits have been duly paid in accordance with the above, the Hotel reserves its absolute right to release all rooms if the requirements herein stated are not fully met within the time limit stated. The hotel also reserves the right NOT TO ALLOW changes in dates of reservations and guests' name with an original booking confirmed.
- During the High and Peak Seasons, and KSA Holidays season, The Resort will inform with each reservation the time limit (cut off period) of each reservation to observe all points stipulated in this contract. The hotel reserves its absolute right to release the room WITHOUT any prior notice if the conditions in this contract are not observed. All deposits made for reservations during the Peak Season are NON-REFUNDABLE and NON-NEGOTIABLE if cut off periods/cancellation notices are not observed. Please note that cancellations will not be accepted until they have been confirmed by the Resort by return fax or e-mail.
- Early departure: during the Peak, High and Shoulder seasons, FULL stay charges inclusive of tax and service charge for each room cancelled will apply. During the Low Season, as per above, 1-night charge inclusive of tax and service charge for each room cancelled will apply.

## 9. TRANSPORTATION CHARGES (rates and T&C to be confirmed additionally):

DESTINATION	CHARGES PER WAY, PER TRANSFER	CAR CAPACITY
TBC	SAR xxx	TBC
TBC	SAR xxx	TBC

- Transfer rates are inclusive of government tax and service charge, non-commissionable and are subject to change (TBC).

## 10. BOOKING PROCEDURES:

- The Wholesale Rates stipulated above are accessible to wholesalers in accordance with the specified Booking Procedures:
  - Wholesalers are permitted to reserve rooms and certain Suite types on a **Free Sale basis**, which will be subject to a **release period of 48 hours** prior to booking, up until the point at which the hotel communicates a stop sale notice.
  - Suites and Villas are based on an On-Request basis.** This entails the wholesaler verifying the rates and availability directly with the hotel's reservation department, prior to confirming to clients. Please note that villas will not be accessible for booking once a Stop Sale directive is in effect from the hotel.
  - It is imperative that all reservations are communicated to the hotel on a daily basis as and when they are finalized and sold. Reservations Department of Miraval The Red Sea: [reservations.theredsea@miravalresorts.com](mailto:reservations.theredsea@miravalresorts.com)

## 11. STOP SELL PROCEDURES:

- The Resort reserves the right to request to Stop Sell to the business partner.
- All rooms types sold must be reported in writing within twenty-four (24 hours) of the Stop Sell notification to the resort by the business partner.
- The business partner or the designated ground representative shall direct all reservations, amendments, and cancellations in writing by company formatted email to the Reservations Department of the hotel.
- Reservations Department of Miraval The Red Sea: [reservations.theredsea@miravalresorts.com](mailto:reservations.theredsea@miravalresorts.com)
- Vouchers are to be sent to the hotel when reservations are made or given to clients to present upon check-in. Voucher numbers (confirmation numbers) will be listed on an invoice as well as the contract rate and any other relevant information pertaining to the invoice.
- The Resort will provide services to the clients on the business partner's account according to exact instructions on booking documentation received (room lists, voucher etc.).
- Guest name changes are not permitted once a booking is reported. In the event of unclear documentation or instructions, the clients shall be charged directly for any such services at the published hotel rate prevailing, and no responsibility is accepted by the hotel for any claims resulting from this procedure.

## 12. BOOKING PRICE FOR HOTEL ROOMS:

- Wholesaler shall set the Booking Price for Base Rooms adding a Margin to the Wholesale Rate, and such Margin shall be solely determined by Wholesaler.

## 13. PAYMENT OPTIONS FOR HOTEL ROOMS (select one):

PAYMENT METHOD	PRECONDITIONS	TIMING	RESPONSIBLE PARTY
Pre-payment	Written confirmation submitted	≥14 days prior to guest arrival	Wholesaler or Client
Invoice (credit facility)	Pre-approved credit facility, confirmation attached to invoice	Within 30 days of invoice date	Wholesaler
Wholesaler Credit Card or VCC	Credit card on file and accepted at time of booking	Charged at reservation receipt	Hotel

- Full payment must be received by the Hotel before the applicable cancellation deadline to guarantee the reservation.
- In the event of non-payment, the booking will be considered non-guaranteed and may be cancelled by the Hotel without notice.
- This condition applies only if Wholesaler has not been granted a credit facility with the Hotel.
- The Wholesaler is responsible for any transaction, bank, or currency exchange fees incurred.

## 14. BANK DETAILS

Bank Name		Bank Account Name		Swift Code	
Branch Name		Bank Account Number		Currency	

### WHOLESALER

Company name: NUBA

Name: Alessandra Girardi

Title: Product Director

*Alessandra Girardi*

Signature:

Date: 07-Jan-26

### HOTEL

**EAST OPERATING COMPANY IV (MIRAVAL THE RED SEA)**

Name: **GRANT SARKISYAN**

Title: **DIRECTOR OF SALES - LEISURE**

Signature:

Date: **20 January 2026**