



ST REGIS
LE MORNE • MAURITIUS

Market : European Union, Reunion, Russia & CIS, Switzerland, Scandinavia, Serbia, Albania, Croatia, Ukraine, Georgia, Azerbaijan, Moldavia, Belorussia, Armenia

Rates are applicable for all new bookings as from **16 August 2025**

Contracted Currency : **EURO**

Validity Period : 11 Jan 2026 - 9 Jan 2027	HIGH 1		HIGH 2		SHOULDER		LOW		Peak Season		Max Occupancy in Room			
	11/01/26 - 27/03/26 01/10/26 - 17/10/26 01/12/26 - 22/12/26		28/03/26 - 09/05/26 18/10/26 - 30/11/26		10/05/26 - 31/05/26		01/06/26 - 30/09/26		23/12/26 - 09/01/27		Adult 16 years and above	Teen 12 to 15.99 years old	Child 4 to 11.99 years old	Infant 0 to 3.99 years old
Room Rate on Bed & Breakfast per room per night inclusive of government taxes	Double	Single	Double	Single	Double	Single	Double	Single	Double	Single	Room Occupancies			
Junior Suite King - (65m ²)	850	830	900	880	710	690	680	660	1930	1910	2 adults + 2 Children or 2 adults + 1 teen			
Junior Suite Twin - (65m ²)	850	830	900	880	710	690	680	660	1930	1910	2 adults + 2 Children or 2 adults + 1 teen			
Ocean Junior Suite King - (65m ²)	900	880	950	930	770	750	740	720	1990	1970	2 adults + 2 Children or 2 adults + 1 teen			
Ocean Junior Suite Twin - (65m ²)	900	880	950	930	770	750	740	720	1990	1970	2 adults + 2 Children or 2 adults + 1 teen			
Ocean Haven Balcony Junior Suite - (65m ²)	1000	980	1050	1030	860	840	830	810	2080	2060	2 adults + 2 Children or 2 adults + 1 teen			
Ocean Haven Junior Suite - (65m ²)	1050	1030	1100	1080	900	880	880	860	2120	2100	2 adults + 2 Children or 2 adults + 1 teen			
Heritage Balcony Junior Suite - (75m ²)	1140	1120	1190	1170	1000	980	970	950	2450	2430	2 adults + 2 Children or 2 adults + 1 teen			
Heritage Beach Junior Suite - (75m ²)	1240	1220	1280	1260	1100	1080	1070	1050	3100	3080	2 adults + 2 Children or 2 adults + 1 teen			
Manor House Spa Suite - (145m ²)	1280	1260	1330	1310	900	880	880	860	3040	3020	2 adults + 2 Children or 2 adults + 1 teen			
Peninsula Balcony Suite - (100m ²)	1520	1500	1560	1540	1170	1150	1140	1120	3850	3830	2 adults + 2 Children or 2 adults + 1 teen			
Peninsula Beach Access Suite - (100m ²)	1630	1610	1680	1660	1280	1260	1250	1230	4080	4060	2 adults + 2 Children or 2 adults + 1 teen			
Le Morne Balcony Suite - (150m ²)	2040	2020	2090	2070	1430	1410	1400	1380	4490	4470	2 adults + 2 Children or 2 adults + 1 teen			
Le Morne Beach Access Suite - (150m ²)	2220	2000	2270	2250	1600	1580	1580	1560	4660	4640	2 adults + 2 Children or 2 adults + 1 teen			

The Grand Beachfront Villa at St Regis Le Morne

(Booking on request only)				Rate per villa per night inclusive of government taxes		Max Occupancy in Room
Validity Period : 11 Jan 2026 - 09 Jan 2027	Shoulder & Low Season	High 1 High 2 Season	Peak Season			
Grand Beachfront One Bedroom Villa (166-240 sqm)	2160	2800				2 adults + 2 children
Grand Beachfront Two Bedroom Villa (1,253 sqm)	4270	5600				4 adults + 4 children
Grand Beachfront Three Bedroom Villa (1,419 sqm)	4970	6780	18000			6 adults + 6 children
Grand Beachfront Four Bedroom Villa (1,659 sqm)	6490	8070	20350			8 adults + 8 children
Minimum length of stay restrictions	5 Nights	5 Nights	7 Nights			
Villa	NOT COMBINABLE WITH Early Bird Booking Offers (EBO)					
Villa Offers	Villa Guests may avail to : Half Board Offer - Repeat Offer - Honeymoon / Wedding Offer - Golf Offer					

TERMS AND CONDITIONS

Reservation Modality

Minimum length of stay required - 2 Nights

Any stays overlapping the period 23 Dec 2026 to 9 Jan 2027 inclusive require a minimum of 5 nights stay except Villa

Free sales on "Sell and Report" basis within 24 hours.

The Operator must send the reservation to the resort in writing within 24 hours from the time of accepting the booking from clients. The booking is considered as confirmed once the resort has sent a written confirmation of the booking. An Availability Chart will be sent frequently to indicate any changes in inventory level. It is the responsibility of the Partner to ensure that their availability records are updated accordingly.

Any change in inventory as defined in the Availability Chart must be processed within 24 hours of receipt. It is the responsibility of the Partner to ensure that the resort has the correct email address for Availability Charts to be sent.

All reservations, amendments and cancellations must be reported to the resort within 24 hours by e-mail.

The resort reserves the right to amend taxes and fees in accordance with increases imposed by the Mauritian government, without prior notice.

Room Sharing Policy

Child Policy Maximum 2 children from 0 to 11,99 years old sharing parents room stay free as per Meal plan booked

Teen Policy Max one Teen from 12 to 15,99 years old sharing parent's room surcharge of 105 EUR per night - All Seasons (Breakfast included). Combinable with EBO.

Children / Teen in own room Receive a 10% discount on applicable Rates and conditions for Kids / Teen's sharing their own room.

Meal Plan & Festive Supplements

Meal Plan Supplements

**supplement applicable per person per night*

Breakfast supplement

Half Board supplement

Full Board supplement

Infant/Child	Teen / Adult
FOC	FOC
FOC	85
FOC	140

Festive Supplements

**MANDATORY supplements applicable on 24 December & 31 December respectively*

Christmas Eve supplement

New Year's Eve supplement

Child	Teen / Adult
110	230
230	460

The festive supplements includes a culinary experience, an extensive entertainment program, fireworks display (on New Year's Eve, weather permitting), special turndown service and many other entertainment delights for our guests. Festive Season activities will be shared. In the event a client purchases dinner on Christmas Day or New year eve gala dinner or both, the corresponding dinner amount will be deducted from the applicable festivities supplement.

Early Check In & Late Check Out

Check in time is 2:00 pm local time and Check out time is 11:00 am local time. Early check-in and late check-out are subject to availability and charges will apply as follows:

Early check-in before 2:00 pm : 100% of room rate

Late check out before 6:00 pm : 50% of room rate

Late check out after 6:00 pm : 100% of room rate

Manor House Spa Suite Offer

One massage of 45 minutes offered in your suite by our Pure Spa experts, per adult during your stay.

Early Bird Booking Offers (EBO)

20% off on contracted rates applicable on all room types including Child/Teen in their own room - **MLOS 2 Nights at D-30 Days (EXCEPT VILLA)**

Offers are Applicable on Bed and Breakfast Accommodation Rates only

Discount Not Applicable on other meal plans

Half board Offer

Complimentary Dine around offer for Stays from 10/05/26 to 30/09/26

Offers applicable on all Room Types

Half Board meal plan applicable in all Restaurants either on a Set Menu or Table d'hote basis, Excluding Atsuko

Combinable with EBO Offer

Half board offer Valid for Diner only and has no cash value

Honeymoon & Wedding Anniversary Special Offers

1 bottle of Sparkling Wine, 1 Fruit basket, 30% discount on Spa treatments during the stay. Offer is combinable with Early Bird Booking Offer

Honeymoon Special Offer Validity : 12 months from date of marriage

Wedding Anniversary Special Offer Conditions : The resort will require a Marriage certificate (The Wedding Anniversary date must fall within stay dates)

Repeaters' Offer

Book as from the second stay with us and benefit a 110 EUR Food and Beverage resort credit per stay - **MLOS 2 nights required** . Offer is combinable with Early Bird Booking Offer

Golf Offer

One complimentary green fee per person per stay at Tamarina Golf Club for a MLOS of 5 nights for all bookings in Heritage Junior Suites, Manor House Spa Suites, Peninsula Suites, Le Morne Suites and Villa. Excluding transfers and golf carts. Offer is combinable with Early Bird Booking Offer

Cancellation & No Show Policy

Low / Shoulder Season	Free cancellation up to D-14 days. From D-14 days = 100% of Hotel booked stay will be charged
High 1 and High 2 Season	Free cancellation up to D-21 days. From D-21 days = 100% of Hotel booked stay will be charged
Peak Season	Free cancellation up to D-30 days. From D-30 days = 100% of Hotel booked stay will be charged
No Show	Clients who do not show up will be charged for the entire length of stay

Villa Deposit & Cancellation Policy

Low/Shoulder & High 1 & 2 Season
Upon confirmation: 50% of total amount of stay to be settled within 48hrs. Balance of 50% to be paid 60 days prior to arrival.
If cancelled 60+ days prior to arrival, subject to 25% cancellation fee of total value of the booking. If cancelled within 30 days prior to arrival, 100% cancellation will be applicable.

Peak Season
Upon confirmation: 70% of total amount of stay to be settled within 48hrs. Balance of 30% to be paid 45 days prior to arrival.
If cancelled 60+ days prior to arrival, subject to 50% cancellation fee of total value of the booking. If cancelled within 45 days prior to arrival, 100% cancellation will be applicable.

Room Allocation

The resort is unable to guarantee any request for a specific room number at the time of booking. The resort will do the utmost to accommodate such requests, however, will only advise at the time of the guest's arrival.

Number of Guests

Should there be any discrepancies from the confirmed reservation details (room type, number of people, age of children etc.), the resort reserves the right to charge the guest directly.

The resort will not allow any name changes on bookings already reported.

Arrival Information

Arrival and departure time (Flight Details) are to be provided to the resort reservations team 10 days prior to arrival.

Group Booking

Net rates are not applicable to groups (consisting of 10 rooms or more). Please contact the sales department for any queries.

Roll Over and Forward Sales Policy

A 5% markup will be applied after the contract end date and will be indicated for all forward bookings

Reservation Email Address for St Regis Le Morne Mauritius

Resort Reservation reservations@stregislemorne.com

Villa Reservation bookvilla@marriottmauritius.com



ST REGIS
LE MORNE • MAURITIUS

TOUR OPERATOR YIELDABLE AGREEMENT

COMPANY NAME: NUBA EXPEDICIONES SL Inc NUBA EXPEDICIONES DE MEXICO, S. DEL R.L. DE C.V. NUBA USA, Inc	HOTEL NAME: The St Regis Le Morne Resort, Mauritius
ADDRESS: Serrano, 96 28006 Madrid, Spain VAT N°: B83850859	HOTEL CONTACT: Roubeena Mottay (Director of Sales Spain & Portugal) Roubeena.Mottay@marriottmauriti.us Coastal Road, Le Morne Peninsula Mauritius
ACCOUNT (N) NUMBER: Phone: +34 91 7454745	Hotel Phone: +230 403 9000
EFFECTIVE DATES OF AGREEMENT: 22nd July 2025	

The following yieldable net wholesale rates are offered to you for the period of **11 January 2026 to 09 January 2027** (“Yieldable Net Rates”) for opaque Tour Operator Dynamic Packages.

Contracted RATE Sheet – Please refer to exhibit A

RATES AND YIELDABILITY: Yieldable Net Rates are current as of the date of the Agreement and subject to change. Rates and availability are subject to Hotel’s blackout dates, available upon request. Hotel reserves the right to increase or decrease rates. Hotel reserves the right to increase, decrease or cease making guest rooms available at any time]. Prior notice will be given to you of any rate or availability changes. Any reservation(s) made prior to a rate or availability change as detailed must be reported and confirmed to the Hotel within 24 hours of the rate of availability change notification. Hotel has no obligation to honor any reservation(s) that are reported outside the 24 hour timeframe. Withholding booked rooms, holding rooms without a confirmed booking, or other such behavior to take advantage of rate or availability changes will be considered a material breach of this Agreement which, without limiting any of Hotel’s other rights, shall entitle Hotel to terminate this Agreement. All rates are net non-commissionable subject to all applicable taxes (currently, tax rates are: 15% VAT: Mauritius; rates are per room per night). The percentages specified are subject to change by government regulation and may be payable by you on the margin applied to the guest rooms over and above the room rate and subject to other terms and conditions of the applicable rate plan. Marriott Bonvoy Loyalty program is not valid under this agreement.

RESERVATIONS: For reservations, you must request daily on the day of sale of the reservation. For inquiries, please feel free to contact Reservations at +230 204 3333. Rooms requested over allotment are based on availability at FIT rate category.

INCIDENTAL AND ADDITIONAL CHARGES:

- a. **Child / Teen Policy:** Maximum of one teen under 16 years old and one child under 12 years old can share parents room. Teen supplement applicable and child meal supplement applicable.
- b. **Rollaway Beds:** Hotel provides rollaway beds free of charge.
- c. **Mandatory Charges:**
 - (i) Resort Service Charge is at 5% on each direct consumption at the resort (Food & Beverages & Spa) (tax included). Not applicable on meal plan booked.
- d. **Parking:** Hotel offers self-parking.
- e. **Porterage:** Hotel will provide Porterage service for round –trip hotel.

CHECK-IN AND CHECK OUT TIME: Check-in time is 14H00 check-out time is 11H00. All guests arriving before 14H00 will be accommodated as rooms become available. Baggage may be checked-in for those arriving early if rooms are unavailable.

CANCELLATION POLICY: Room reservations may be cancelled up to 14 days during Low Season, 21 days during High Season and 30 Days during peak season prior to arrival via a mutually agreed documented method. If cancellation occurs within 14 days during Low Season, 21 days during High Season and 30 Days during peak season of arrival or if a no-show occurs, a cancellation fee including room and tax, will be assessed as per grid below. Date changes inside of the cancellation policy are considered a cancellation and a re-booking, and as such, are subject to cancellation damages. The daily cancellation fee will not be contingent on the Hotel’s occupancy for the nights for which rooms are cancelled. No-shows must be paid without reliance on vouchers due to the inability of the client to present the voucher. Should you fail to pay the cancellation fee, Hotel may cancel your billing privileges and/or this agreement, at Hotel’s sole discretion, without any obligation or liability whatsoever. No refunds will be provided for early departure. The cancellation policy may be changed by the hotel at any time in the Hotel’s sole discretion.

EARLY DEPARTURE POLICY: Regardless of early departure of a particular reservation, all originally booked room nights (whether or not consumed) of such reservation and applicable taxes will be billed to you.

This Agreement is subject to all the terms and conditions set forth on the following page titled “Tour Operator FIT Yieldable Agreement Terms and Conditions”, the Marriott Standards and Guidelines for Online Marketing and the License to Use Marriott Content located on the website <https://www.marriottwholesalers.com> subject to change by Marriott from time to time (collectively, the “Agreement”). This Agreement constitutes the entire agreement between you and the Hotel and may not be amended or changed unless done so in writing and signed by you and the Hotel. The persons signing below agree that they are authorized representatives of the above indicated company and Hotel who have authority to enter into this Agreement. This Agreement will not be valid and enforceable until a signed copy is returned to the Hotel by **16th August 2025**, and the term of the Agreement shall be one year from such date, subject to termination by Hotel at any time. For the avoidance of doubt, this Agreement hereby supersedes and replaces in its entirety any and all prior and contemporaneous oral and written agreements related to information about the Hotel, including bookings, express or implied, between you, your Channels and the Hotel, as of that date.

ACCEPTED AND AGREED TO:

NUBA EXPEDICIONES S.L. including
NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V.,
Nuba USA, Inc

The St Regis Le Morne Resort, Mauritius

By: *Alessandra Girardi*
[sign here]

Name: Alessandra Girardi
Title: Product Director
Date: 12/08/2025

By: _____
[sign here]

Name : Luca Guerra
Title: VP Sales & Marketing
Date:

By: _____
[sign here]

Name Anand Madireddy
Title: Chief Financial Officer
Date:

F.I.T. YIELDABLE AGREEMENT TERMS AND CONDITIONS

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

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

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

PROVISION FOR PRE-PAYMENTS:

1. No Credit Facilities
2. 100% Pre Payment
3. 100% payment to be paid 7 days prior to Arrival

When utilizing a Bank Wire/Electronic Transfer to prepay reservations, Company must notify Hotel in advance and request from Hotel wire instructions. Guest information (i.e., Guest Name, Travel Date, and Hotel Name) must be included with the wire/electronic transfer.

HOTEL INFORMATION: All Hotel information provided to you by the Hotel must be reproduced without changes. You must provide the Hotel with copies of any distributed content at points of sale upon request. You shall not display other third party rate plans or other information for the Hotel including wholesale and other third party affiliated rate plans and information. "**Your Channel(s)**" means, except as disapproved by Marriott or Hotel in their sole and absolute discretion from time to time, collectively, any mechanism (e.g., websites, xml feeds or call centers), in each case owned or operated by you or one of your affiliates or contracted companies, through which you market Dynamic Packages directly for booking by Hotel guests. "**Other Channel(s)**" means, collectively, any mechanism (e.g., websites, xml feeds or call centers) owned or operated by a third party that is not Affiliated with the Company, through which such entity provides Dynamic Package information directly to guests. Company shall provide Marriott with a list of any Other Channels that it makes Room information available to within 10 days of written request by Marriott. All terms and conditions of this Agreement applicable to you shall apply directly and in full to your Channels and any Other Channels.

RATES VALID FOR OPAQUE PACKAGED TRAVEL ONLY: All rates quoted herein are applicable to FIT leisure packaged travel as part of a Dynamic Package. "**Dynamic Package**" means a booking of a room made under this Agreement by a guest in connection with one or more other travel-related components of material value such as air inventory, rental car inventory, or rail ticket, booked concurrently in the same session where the Rate is not apparent to the guest. The rates quoted in this Agreement are only for you to facilitate the booking by individual transient leisure travel guests of Dynamic Packages by Your Channels, or Other Channels. Company can only provide Dynamic Packages to an Other Channel that provides the Dynamic Package directly to guests for booking by guests. Rates are not for business travel or group travel-oriented channels. You are not authorized to release these rates to any other individual or entity, including but not limited to, internet booking/electronic distribution systems, except as and to the extent specifically authorized by Marriott or the Hotel from time to time and subject to their sole and absolute discretion to terminate with immediate effect any prior authorizations. You may not offer these rates as room-only / unbundled bookings in any manner (e.g. room tax and/or fees listed separately). Package components must be booked concurrently with the room booking, and the prices for each of the package components (hotel room, airfare and/or car rental) shall not be itemized for, disclosed to or discernible by the guest at any time (including but not limited to billing statements) and you must not provide functionality which would permit guests to strip the package down to view Hotel room rates separately at any time. Furthermore, you agree to indemnify Hotel for any loss or damage arising from your breach of this Section.

YOUR OBLIGATIONS: You will cause your Channels and any Other Channel(s), to make Marriott guest rooms available to the end-user guest only as part of a bundle or package, meaning coupled with at least one other substantial travel component of material value, such as airfare, or overnight cruise. For the avoidance of doubt, under no circumstances may guest rooms made available through the Agreement be booked by guests through your Channels or Other Channels on a retail website in a room-only or unbundled manner. You will not, and will not permit any of your Channels or Other Channel(s) to;

- a. make Marriott guest rooms available to the end-user guest as an unpackaged, room-only product;
- b. market Marriott guest rooms as an unpackaged, room-only product on on-line (e.g., internet based) channels, or any other interactive channels including mobile devices that the end-user guest can access, this includes but is not limited to Online Travel Agents, Opaque Sites, Group Buying, Flash Sales, Social Commerce and Daily Deals sites and applications;
- c. make Marriott guest rooms available through any GDS;
- d. disclose to the end-user guest the rate at which Marriott provided you the guest room for booking by the guest;
- e. make any false, misleading or deceptive claims that it offers specially discounted rates on Marriott inventory, or advertise that it has the lowest price available, substantial discounts, online exclusive rates, exclusive savings, or comparable statements for Marriott guest room inventory.
- f. Except for Other Channels, you may not transfer or assign rates provided in this Agreement to any company or organization. You may not transfer or assign this Agreement or the right to any payments due hereunder.

EXCEPTIONS: Within 24 hours of identifying an Exception (defined below) or of being notified by Hotel or Marriott of an Exception, while you work diligently to resolve the Exception; you shall immediately suspend further access to any rooms by your Channels or your Other Channels involved in the Exception until it is resolved. The Hotel may immediately suspend your access to any rates at the time any Exception is identified and you are notified. If the Exception remains unresolved after 2 days of notification, or is not resolved to Marriott's satisfaction within the time period, you must cease making the property and room information and/or room prices of Hotel available to your Channels or your Other Channels. For any Exception notified to Company by Hotel, whether subsequently resolved or unresolved, the Hotel shall be entitled to treat this as a material breach of this Agreement which, without limiting any of Hotel's other rights, shall entitle Hotel to terminate this Agreement, with immediate written notice, without incurring any liability to you for contracted rooms or rates.

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

Hotel reserves the right to recover any and all Hotel and Marriott policy expenses from you in the event of an Exception, or Best Rate Guarantee approved claim which demonstrates you, your Channels or your Other Channels as a source of the Exception. This includes the rate adjustment plus \$200USD administrative fee per approved Exception, or Best Rate Guarantee claim, to be paid by you to the Hotel within ten (10) business days of the Hotel's invoice.

CONFIRMATION: The Wholesaler will provide, in accordance with all applicable laws and privacy policies, confirmation of Travel Package details to guests. Such confirmation shall provide guests with the name, brand affiliation, precise location and telephone number of the Hotel.

REVENUE AND TAXES: For guest rooms booked by guests through you, your Channels or your Other Channels at rates provided through this Agreement, you will pay the Hotel an amount equal to 100% of the rate plus any applicable taxes and other charges (the "**Standard Room Charge**"). As between you and the Hotel, you will retain all amounts by which the price of a Travel Package exceeds the Standard Room Charge (the "**Guest Price**"). You will be solely responsible for, and will timely remit to the proper taxing authorities, any and all taxes, duties, charges and governmental fees that are applicable to the difference between the Guest Price and the Standard Room Charge.

RELOCATED GUESTS: Hotel will follow its customary relocation policy in regard to Guests. It is standard practice when relocating a guest, to refer the guest to a comparable Marriott affiliated hotel in the area or a hotel of another brand in the area with comparable standards of hospitality.

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

COMPLIANCE WITH LAWS: The Wholesaler will comply with all applicable foreign and domestic laws, codes, regulations, ordinances and rules with respect to its obligations under this Agreement and the services to be provided by it hereunder, including but not limited to any laws and regulations governing package and tour travel operators/organizers. The Wholesaler represents, warrants and agree that it is currently and will continue to be for the term of this Agreement, in compliance with all applicable local, state, federal regulations, domestic and/or international/foreign laws.

ANTI CORRUPTION AND SANCTION LAWS:

NUBA EXPEDICIONES S.L. including, NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V., Nuba USA, Inc acknowledges that **The St Regis Le Morne Resort, Mauritius**, its management company and/or their respective affiliates may be subject to, and required to comply with:

(i) the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and other similar domestic and/or foreign/international laws or conventions that prohibit the offering, making or receiving bribes or other inappropriate payments; and

(ii) domestic and/or foreign/ international laws that prohibit or restrict **The St Regis Le Morne Resort, Mauritius** from doing business with certain persons, entities or governments because of economic sanctions, trade sanctions or trade embargoes imposed, administered or enforced from time to time by any United Nations Agency or government, including the U.S. Treasury Department's Office of Foreign Assets Control and the U.S. Department of State, (together the "Anti-Corruption and Sanctions Laws").

The Wholesaler acknowledges and agrees that **The St Regis Le Morne Resort, Mauritius** its management company and/or their respective affiliates, in furtherance of any of their obligations in respect of the Anti-Corruption and Sanctions Laws, may take any and all actions deemed necessary in their sole discretion to ensure continued compliance with the Anti-Corruption and Sanctions Laws, including, without limitation, immediate termination of this [Agreement] upon notice without liability.

DATA PROTECTION

Both Parties will comply with their respective obligations under Data Protection Act and any similar laws that apply to any personal data processed in connection with this Agreement. The WHOLESALER and HOTEL will provide such help and co-operation as is reasonably necessary or requested by the other to enable compliance with this clause.

CONFIDENTIALITY

Both Parties undertake to treat as and keep confidential any and all confidential information, which may come into its possession from the other Party as a result of or in connection with this Agreement.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in all materials [whether in hard copy or electronic form] which HOTEL creates or supplies to the WHOLESALER in the course of performing the obligation under this Agreement will, as between the Parties, be owned by HOTEL.

INSURANCE: The Wholesaler must procure, maintain and keep in full force and effect during the term of the Agreement adequate insurance coverage (including public liability or commercial general liability insurance and property) as required by law, with a reputable company, including insurance coverage as required under applicable Marriott standards as Hotel may notify it from time to time.

ENTIRE AGREEMENT

This Agreement supersedes all prior oral or written understandings and / or representations between the Parties [unless specifically incorporated into this Agreement] and constitutes the entire Agreement with respect to its subject matter. Each Party acknowledges that in entering into Agreement that it has not relied on any representation, warranty, collateral contract or other assurance other than those set out in this Agreement, and waives all rights and remedies which but for this clause might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

SURVIVAL OF OBLIGATIONS

The Parties' rights and obligations, whose nature is such that they should continue beyond the termination of this Agreement, shall survive termination of this Agreement.

INDEPENDENT CONTRACTORS

This Agreement shall not be deemed to create any partnership, joint venture agency or employment relation between the parties. Each party warrants that it is competent to enter into this Agreement and its signatory has been duly authorized to enter into this Agreement.

NO WAIVER

Except as otherwise specifically provided in this Agreement, no failure to exercise, or delay in exercising, any right, power or privilege set out in this Agreement will operate as a waiver of any right, power or privilege.

SEVERANCE

If any provision of this Agreement is held to be invalid or unenforceable, it will be severed from this Agreement, the remaining provisions will remain in full force and effect, and the Parties will use reasonable endeavours to promptly negotiate a replacement in good faith.

AMENDMENTS

This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

TERMINATION:

- a. Either party may terminate this Agreement at any time upon 30 days' written notice to the other party.
- b. Hotel reserves the right to cancel any booking made in breach of the Agreement.
- c. Any breach by the Wholesaler and/or of its employees/preposes of any of the Wholesaler's aforesaid Obligations will be a material breach of the Agreement, and will result in an immediate suspension or termination of the Agreement, as solely determined by Hotel in its reasonable judgment. The Wholesaler shall inform Hotel of any violations of the Agreement of which it becomes aware of.
- d. Upon termination of the Agreement, Hotel and the Wholesaler will continue to honor the terms of the Agreement with respect to any booking made prior to the termination date for dates following the termination date, unless termination occurred due to a monetary breach.

DISPUTE RESOLUTION

All disputes, differences and/or claims arising out of this Agreement shall be settled by mutual conciliation through a joint Committee to be set up by HOTEL and the Wholesaler.

The Joint Committee shall escalate the disputes to the level of the General Manager or equivalent for each Party in case it remains unsettled. In the event the Joint Committee does not succeed in settling the dispute, same shall be escalated to the General Manager or equivalent of each Party.

If no solution is found, then any dispute arising in connection with the present Agreement shall be settled under the Mediation Rules of the Arbitration and Mediation Center of the Mauritius Chamber of Commerce and Industry (MARC). In the event that no settlement is thereby reached within [30] days of the commencement of the mediation, or such further period as the parties shall agree in writing, the dispute shall be finally settled under the Arbitration Rules of the Arbitration and Mediation Center of the Mauritius Chamber of Commerce and Industry (MARC), by (one or three) arbitrator(s) appointed in accordance with the said rules.

GOVERNING LAW

This Agreement and any claims or disputes arising out of, relating to or in connection with it, as well as the arbitration procedure, shall be governed by and construed in accordance with the Laws of Mauritius.

FORCE MAJEURE

Neither Party shall be liable for failure to perform its obligations caused by or resulting from an event of force majeure which shall include, but not limited to events which are unpredictable, unforeseeable, irresistible and beyond the Parties' control, such as any extremely severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, pandemic, acts of terrorism, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labour unrest, civil disturbance, sabotage, expropriation by governmental authorities or other act or any event that is outside the reasonable control of the concerned Party ("Force Majeure Event").

NOTICE: Any notice required or permitted by the terms of this Agreement must be in writing.

The St Regis Le Morne Resort, Mauritius
Bank Details:

Bank Details	
Bank Name	ABSA Bank Mauritius Ltd
Bank Address	Absa House 68 Wall Street Cybercity Ebene 72201 Mauritius
Account No	EUR - 072037138
Branch Code	07
IBAN	MU06BARC0307000002037138000EUR
Swift Code	BARCMUMU
Beneficiary	Abkid (Mauritius) Limited

Bank Details	
Bank Name	ABSA Bank Mauritius Ltd
Bank Address	Absa House 68 Wall Street Cybercity Ebene 72201 Mauritius
Account No	GBP - 072034929
Branch Code	07
IBAN	MU26BARC0307000002034929000GBP
Swift Code	BARCMUMU
Beneficiary	Abkid (Mauritius) Limited

Bank Details	
Bank Name	ABSA Bank Mauritius Ltd
Bank Address	Absa House 68 Wall Street Cybercity Ebene 72201 Mauritius
Account NO:	USD - 072037405
Branch Code	07
IBAN	MU66BARC0307000002037405000USD
Swift Code	BARCMUMU
Beneficiary	Abkid (Mauritius) Limited

Bank Details	
Bank Name	ABSA Bank Mauritius Ltd
Bank Address	Absa House 68 Wall Street Cybercity Ebene 72201 Mauritius
Account No	MUR - 142029502
Branch Code	14
IBAN	MU12BARC0314000002029502000MUR
Swift Code	BARCMUMU
Beneficiary	Abkid (Mauritius) Limited

CONTACT INFORMATION:

The St Regis Le Morne Resort, Mauritius

E-mail address: reservations@stregislemorne.com

Direct Tel: + 230 204 3333

Direct Fax: + 230 204 3343

Reservation opening hours:

Monday to Friday - 8:00 am – 8:00 pm (Mauritius time -GMT+4)

Saturday – 8:00 am – 4:00 pm (Mauritius time -GMT+4)

Sunday – Closed

Mauritius Public Holidays – 8:00 am - 4:00 pm (Mauritius time -GMT+4)

Closed – 25th December, 1st January and 2nd January

Sales & Marketing Department Contact Information:

Name: Mr. Luca Guerra

Title: VP Sales & Marketing

Phone : +230 204 3333

Fax : +230 204 3304

Email : Luca.Guerra@marriottmauritius.com

Revenue Management Contact Information:

Name: Mr. Neekesh.Seetaram

Title: VP Revenue Management

Phone: +230 204 3333

Fax: +230 204 3304

Email : neekesh.seetaram@marriottmauritius.com

Complex Reservations Contact Information:

Name: Mr. Raja Rookhee

Title: Central Reservations Manager

Phone : +230 204 3333

Fax : +230 204 3304

Email: raja.rookhee@marriottmauritius.com

Accounting Department Contact Information:

Name: Mr. Rajnish Gajeelee

Title: Complex Credit Manager

Phone : +230 204 3333

Fax : +230 204 3304

Email: rajnish.gajeelee@marriottmauritius.com