

F.I.T. YIELDABLE AGREEMENT

COMPANY NAME: NUBA EXPEDICIONES DE MEXICO (references to "you" throughout the Agreement refer to company listed directly above)	HOTEL NAME: <i>Zadun, a Ritz Carlton Reserve</i> <i>Boulevard Mar de Cortez San Jose del Cabo</i> <i>Baja California Sur 23403</i>
ADDRESS: Goldsmith 60 Piso 2, Col. Polanco III Sección, Alcaldía Miguel Hidalgo, Ciudad de México, C.P. 11540	SALES CONTACT: Elvira Ortega Senior Sales Executive-Travel Industry, Wholesale Elvira.ortega@marriott.com +1(954)756-1029
ACCOUNT NUMBER: N-10585 Phone: +52 55 5255 4455	Reservations Phone: +52 1 (624) 172 9001 Reservations Email: reservations.zadun@ritzcarlton.com
EFFECTIVE DATES OF AGREEMENT: January 2, 2026 – December 31, 2026	

The following yieldable net wholesale rates are offered to you for the period of January 2, 2026 – December 31, 2026 ("Yieldable Net Rates").

For arrival during period from January 2, 2026 to December 31, 2026

CONTRACTED RATES - No MLOS				
Booking Window: OPEN				
Stay Window: OPEN				
Room Pool	Room Name	Jan 1st - May 26th, 2026	May 27th - Oct 18th, 2026	Oct 19th - Dec 18th, 2026
DLUX	Resort View, Guest room, 2 Queen, Ground Floor, Terrace	\$1,079	\$970	\$1,025
DDLX	Partial Ocean View, Guest room, 2 Queen, Ground floor	\$1,139	\$970	\$1,025
GSRR	Partial Ocean View, Guest room, 1 King, Ground Floor, Plunge pool, Terrace	\$1,249	\$1,079	\$1,135
DOCV	Partial Ocean View, Guest room, 1 King, Ground Floor, Plunge pool, Terrace (connector option)	\$1,249	\$1,079	\$1,135
DOVB	Ocean View, Guest room, 1 King, Upper Floor, Plunge Pool, Terrace	\$1,299	\$1,135	\$1,189
OVOM	Ocean View, Guest room, 1 King, Ground Floor, Plunge Pool, Terrace	\$1,349	\$1,135	\$1,189
OZZY	Cortes Resort View, 1 Bedroom Suite, 1 King, Sofa bed, Ground floor, Private pool, Terrace	\$2,375	\$1,835	\$1,889
OZZZ	Cortes Ocean View, 1 Bedroom Suite, 1 King, Sofa bed, Ground floor, Private pool, Terrace	\$2,489	\$1,945	\$1,999
OBST	Cortes Ocean View, 1 Bedroom Suite, 1 King, Sofa bed, Upper floor, Private pool, Terrace	\$2,539	\$1,999	\$2,059

FESTIVE SEASON 2026			
Room Pool	Room Name	Dec 19th - Dec 25th	Dec 26th - Dec 31st
DLUX	Resort View, Guest room, 2 Queen, Ground Floor, Terrace	NOT AVAILABLE	NOT AVAILABLE
DDLX	Partial Ocean View, Guest room, 2 Queen, Ground floor	NOT AVAILABLE	NOT AVAILABLE
GSRR	Partial Ocean View, Guest room, 1 King, Ground Floor, Plunge pool, Terrace	\$1,299	\$1,949
DOCV	Partial Ocean View, Guest room, 1 King, Ground Floor, Plunge pool, Terrace (connector option)	NOT AVAILABLE	NOT AVAILABLE
DOVB	Ocean View, Guest room, 1 King, Upper Floor, Plunge Pool, Terrace	\$1,499	\$2,159
OVOM	Ocean View, Guest room, 1 King, Ground Floor, Plunge Pool, Terrace	\$1,529	\$2,159
OZZY	Cortes Resort View, 1 Bedroom Suite, 1 King, Sofa bed, Ground floor, Private pool, Terrace	NOT AVAILABLE	NOT AVAILABLE
OZZZ	Cortes Ocean View, 1 Bedroom Suite, 1 King, Sofa bed, Ground floor, Private pool, Terrace	\$1,959	\$1,789
OBST	Cortes Ocean View, 1 Bedroom Suite, 1 King, Sofa bed, Upper floor, Private pool, Terrace	\$2,049	\$2,959

Blackout Dates: All Categories:

2026

President's Day: Feb 12th - 24th

March: 11th - 15th

Above Net rates are room-only and exclusive of taxes and fees, based on single/double occupancy. (16% VAT + 15% Service Charge + 4% City Tax: Not included in the above rates)

VOUCHER CODES: Wholesale Contract Rates = CON26
Wholesale FESTIVE Rates = FEST26
Wholesale Contract Rates, Room, and Breakfast = CNBK26

MINIMUM STAY REQUIREMENTS:

December 19, 2025 – December 25, 2025	Minimum LOS
ALL ROOM TYPES	4 Nights
December 26, 2025 – December 31, 2025	Minimum LOS
ALL ROOM TYPES	6 Nights

ELIGIBILITY: You may offer and make rooms available for booking under the terms of this Agreement so long as you remain primarily engaged in the business of offering packaged travel products and services directly (or indirectly exclusively through travel agents) to prospective guests and sales, if any, of standalone unpackaged hotel inventory by you are nominal

FREE SELL:

You may book rooms until such time as Hotel notifies you to cease booking rooms.

All rooms must be booked and reported to Hotel daily on the day of booking by email reservations.zadun@ritzcarlton.com or fax to +52 624 172 9001.

All rooms must be sold and reported to Hotel daily on the day of sale by email to reservations.zadun@ritzcarlton.com or fax to +52 624 172 9001.

REPORTING:

If bookings are reported on a Sell and Report basis, there is no need to send a weekly on the books report.

If bookings are reported at cutoff, a weekly on the books report is required. Please email Diana Navarro, Reservations Manager at reservations.zadun@ritzcarlton.com

Season Allotments	
Category	02Jan26 – 18Dec26
Resort View, Guest room, 2 Queen, Ground Floor, Terrace	Free Sell & Report
Partial Ocean View, Guest room, 2 Queen, Ground floor	Free Sell & Report
Partial Ocean View, Guest room, 1 King, Ground Floor, Plunge pool, Terrace	Free Sell & Report
Partial Ocean View, Guest room, 1 King, Ground Floor, Plunge pool, Terrace (connector option)	Free Sell & Report
Ocean View, Guest room, 1 King, Upper Floor, Plunge Pool, Terrace	Free Sell & Report
Ocean View, Guest room, 1 King, Ground Floor, Plunge Pool, Terrace	Free Sell & Report
Cortes Ocean View, 1 Bedroom Suite, 1 King, Sofa bed, Upper floor, Private pool, Terrace	Free Sell & Report
Cortes Resort View, 1 Bedroom Suite, 1 King, Sofa bed, Ground floor, Private pool, Terrace	Free Sell & Report
Cortes Ocean View, 1 Bedroom Suite, 1 King, Sofa bed, Ground floor, Private pool, Terrace	Free Sell & Report

RATES AND YIELDABILITY: Yieldable Net Rates are current as of the date of the Agreement and subject to change. Rates and availability are subject to Hotel's blackout dates, available upon request. Hotel reserves the right to increase or decrease rates. Hotel reserves the right to increase, decrease or cease making guest rooms available at any time; this applies to freesell, on request, or any other method that the Hotel chooses to make rooms available to you or your Channels. 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 48 hours of the rate of availability change notification. Hotel has no obligation to honor any reservation(s) that are reported outside the 48 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, 16% VAT + 15% Service Charge + 4% City Tax: NOT included in room rate; rates are per room per night). The percentages specified are subject to change by government regulation and may be payable by you on the margin applied to the guest rooms over and above the room rate and subject to other terms and conditions of the applicable rate plan. Guests will not receive points or any other benefit in conjunction with Marriott's loyalty program for reservations and bookings made through your service.

RESERVATIONS: All reservations should be made through the Zadun Reservations Team at reservations.zadun@ritzcarlton.com / Telephone: +52 (624) 172 9002. All manifests must indicate room category, rate tier code, meal plan, package name, special promotion name/code and children's ages, if applicable. **If not specified on manifest at time of booking, client will not receive promotion.** If you have questions or concerns regarding your bookings, please call the Zadun Reservations Team at +52 (624) 172 9002. All reservations are subject to space availability at time of booking unless a negotiated allotment is in effect. Rooms are based on availability at FIT rate category

INCIDENTAL AND ADDITIONAL CHARGES:

- Children Policy:** No charge for children under 17 when occupying same room as adult(s) and using existing beds in rooms.
- Extra Adult Person Charge:** There is currently no extra person fee. See "Maximum Occupancy" below.
- Rollaway Beds:** Available upon request and subject to availability. No additional charge for up to 1 rollaway bed in "KING" rooms. Rollaway beds not permitted in "QUEEN/QUEEN" rooms.
- Parking:** Parking: Hotel offers complimentary on-site parking.
- Environmental Sanitation Municipality Tax:** a charge of \$38 MXN (approximately \$2.06 USD, subject to exchange rates) environmental sanitation municipality tax will be collected per room per night directly from the guest by the hotel front desk at checkout

CHECK-IN AND CHECK OUT TIME: Check-in time is 3pm check-out time is 12 noon. All guests arriving before 3pm will be accommodated as rooms become available. Baggage may be checked-in for those arriving early if rooms are unavailable.

BREAKFAST SUPPLEMENT:

\$45.00 usd per person ages 13+, per person, per night plus 16% VAT + 15% Service Charge + 4% City Tax. Children aged 0 to 12 years old eat breakfast "FREE" from Children's Menu when dining with adult.

MAXIMUM OCCUPANCY:

Resort View, Guest room, 2 Queen, Ground Floor, Terrace	4 adults
Partial Ocean View, Guest room, 2 Queen, Ground floor	4 adults
Partial Ocean View, Guest room, 1 King, Ground Floor, Plunge pool, Terrace	3 adults
Partial Ocean View, Guest room, 1 King, Ground Floor, Plunge pool, Terrace (connector option)	3 adults
Ocean View, Guest room, 1 King, Upper Floor, Plunge Pool, Terrace	3 adults
Ocean View, Guest room, 1 King, Ground Floor, Plunge Pool, Terrace	3 adults
Cortes Ocean View, 1 Bedroom Suite, 1 King, Sofa bed, Upper floor, Private pool, Terrace	4 adults
Cortes Resort View, 1 Bedroom Suite, 1 King, Sofa bed, Ground floor, Private pool, Terrace	4 adults
Cortes Ocean View, 1 Bedroom Suite, 1 King, Sofa bed, Ground floor, Private pool, Terrace	4 adults

ALLOTMENT CUTOFF DATES:

- The cutoff dates listed below represent deadlines by which all reservations made (rooms sold) within an allotment or free sell agreement must be reported (with a guest name). Bookings must be reported no later than 5:00 pm as follows:
 - **7 days prior to guest arrival for travel dates: January 2, 2026 – December 18, 2026**
 - **60 days prior to guest arrival for travel dates: December 18, 2026 – December 31, 2026**
- Any room manifests received after this time will be confirmed at the discretion of the Reservations Manager and subject to availability.
- At cutoff date, any unused portions of the allotment(s) are released back to the hotel.
- No name changes can be made after the cutoff date without approval.
- After the cutoff date all room categories are on request basis only and subject to availability at time of booking.

NO SHOW AND CANCELLATION POLICIES:

- All **NO SHOWS** will be charged full room and tax for the entire stay (**100% NONREFUNDABLE**) as per reservation dates.
- Cancellation Penalties for travel dates:
 - **01/02/26 – 05/26/26: Received within 30 days prior to guest arrival will result in a 2-night room & tax penalty**
 - **05/27/26 – 10/18/26: Received within 14 days prior to guest arrival will result in a 2-night room & tax penalty**
 - **10/19/26 – 12/18/26: Received within 30 days prior to guest arrival will result in a 2-night room & tax penalty**
 - **12/19/26 – 01/04/27: Received within 60 days prior to guest arrival will result in a FULL RESERVATION penalty**

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 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 Hotel at any time in 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.

PAYMENT TERMS:

- Your vouchers will be accepted without prepayment only if credit billing has been established with the hotel Director of Finance.
- Unless credit has been established directly with the Zadun, a Ritz Carlton Reserve Director of Finance, you must follow the prepayment schedule as noted:
 - **Reservations for 01/02/26 – 12/18/26 must be prepaid in full 7 days prior to the guest arrival.**
 - **Reservations for 12/19/26 – 12/31/26 must be prepaid in full by November 1, 2026.**

- **Prepayments should be sent to:**

Beneficiary Name: **PROMOTORA DELFINES LOS CABOS SA DE CV**
 Company Address: Blvd Mar De Cortez S/N, La Playita, Los Cabos BCS. C.P. 23403
 Beneficiary Bank: BANCO MERCANTIL DEL NORTE S.A. (BANORTE)
 Beneficiary's account number: 03262983969
 Account (CLABE): 072 045003262983968
 Routing or Swift: MENOMXMTXXX
 Bank Phone Number: +52 1 624 130 7078
 Plaza: 9222

Branch number: 1413 SAN JOSE LAS VELAS
 Branch Address: PASEO DE LOS CABOS ESQ. PASEO DEL ESTERO, COL. COMERCIAL FONATUR,
 SAN JOSE DEL CABO, BAJA CALIFORNIA SUR

If an intermediary bank is used, please use the following information:

BOFAUS6SXXX
 (ABA 121-000-358)
 BANK OF AMERICA NA
 SAN FRANCISCO CALIFORNIA CA USA

- Invoices are due upon receipt.
- Late payment may terminate this agreement.
- Different payment or deposit conditions may apply.
- Noncompliance or 60-day past due billings may result in the rescinding of wholesale tour operator's credit privileges by the hotel's Director of Finance.

INCIDENTALS PAYMENT: Incidentals at Check-Out (check one):

_____ the individual traveler (hotel guest) will be responsible for establishing credit with a credit card at check in to cover all incidentals or charges not covered by the operator.

_____ the individual traveler (hotel guest) will be responsible for establishing credit with a cash payment at check in to cover all incidentals or charges not covered by the operator.

If there are customers that are to be handled differently than any of the above means it will be the responsibility of the operator to communicate this to the hotel and receive approval from the Director of Finance for any and all exceptions

CREDIT:

In order for us to consider your company for credit status and ensure proper handling of your account it is necessary to forward a copy of your travel voucher, along with a letter of reference from your bank. Completing this portion of the contract does not imply nor grant your company automatic credit status with the **Zadun, a Ritz Carlton Reserve**. Kindly complete the preliminary information requested below for our files along with the attached full credit application in order to process approval. All requests for approval will be acted on within 30 days of receipt of application. **Note:** We require a minimum of 100 room nights per month (average) to qualify for credit billing consideration.

NAME OF BANK FROM WHICH PAYMENT WILL BE MADE:

ACCOUNT NUMBER: _____ **ADDRESS:** _____

US CORRESPONDENT BANK: _____ **GROUND HANDLER:** _____

This Agreement is subject to all the terms and conditions set forth on the following page titled "FIT Yieldable Agreement Terms and Conditions", the Marriott Standards and Guidelines for Online Marketing and the License to Use Marriott Content 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 December 15, 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 and your Channels and the Hotel, as of that date.

**ACCEPTED AND AGREED TO:
NUBA EXPEDITION**

Zadun, a Ritz Carlton Reserve

By: _____
[sign here]

Name: Yolanda Romay V.

Title: People Director
Date: December 02, 2025

By: _____
[sign here]

Name: Elvira Ortega

Title: Senior Sales Executive – Travel Industry, Wholesale
Date: December 01, 2025

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 checkout times and baggage handling fees.

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

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

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 make Marriott guest rooms available for booking using only the rate plans provided by Hotel under this Agreement. 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 its 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, through which you market Dynamic Packages directly for booking by Hotel guests. All terms and conditions of this Agreement applicable to you shall apply directly and in full to your Channels. "**Dynamic Package**" means the combination of a room made available under this Agreement with one or more other travel-related components of material value such as air inventory, rental car inventory, or rail ticket, that is booked concurrently in the same session where the Rate is not apparent to the guest.

RATES VALID FOR OPAQUE PACKAGED TRAVEL

ONLY: All rates quoted herein are applicable to FIT leisure packaged travel only. The rates quoted in this Agreement are only for you to facilitate the booking by individual transient leisure travel guests of opaque packaged rates, 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 to offline travel agencies or as and to the extent specifically authorized by Marriott or the Hotel from time to time and subject to its sole and absolute discretion to terminate with immediate effect any prior authorizations. You may not offer these rates as room-only / unbundled bookings in any manner (e.g. room tax and/or fees listed separately). Package components must be booked concurrently with the room booking, and the prices for each of the package components (hotel room, airfare and/or car rental) shall not be itemized for, disclosed to or discernible by the guest at any time (including but not limited to billing statements) and you must not provide functionality which would permit guests to strip the package down to view Hotel room rates separately at any time. Furthermore, you agree to indemnify Hotel for any loss or damage arising from your breach of this Section.

YOUR OBLIGATIONS: You will, and will cause your Channels to make Marriott guest rooms available to the end-user guest only as part of a Dynamic Package. For the avoidance of doubt, under no circumstances may guest rooms made available through the Agreement be booked by guests through your Channels on a retail website in a room-only or unbundled manner.

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

- a. make Marriott guest rooms available to end-user guests using rates received from any other third party or distribution channel;
- b. make Marriott guest rooms available to the end-user guest as an unpackaged, room-only product;
- c. market Marriott guest rooms (whether as an unpackaged, room-only product or packaged product) through any third party channels (other than offline travel agencies), including but not limited to, on-line (e.g., internet based) channels or any other third party interactive channels (e.g., Online Travel Agents, Opaque Sites, Group Buying, Flash Sales, Social Commerce and Daily Deals sites and applications);
- d. make Marriott guest rooms available through any GDS;
- e. disclose to the end-user guest the rate at which Marriott provided you the guest room for booking by the guest;
- f. 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.

g. 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 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. For any Exception notified to you 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 immediately with 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: (i) your 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 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, (iii) your Channel conducts business in a manner that is inconsistent with Marriott's business model (e.g., such 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), (iv) your Channel is engaging in activities or practices that are the subject of a good faith dispute between such Channel and Marriott or the Hotel with respect to the display of rooms on such Channel, or use of intellectual property or (v) your Channel 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 Marriott Best Rate Guarantee approved claim which demonstrates you or your 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: You will provide, in accordance with all applicable laws and privacy policies, confirmation of Dynamic 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 or your 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 Dynamic Package exceeds the Standard Room Charge (the "**Guest Price**"). You will be solely responsible for, and will timely remit to the proper taxing authorities, any and all taxes, duties, charges and governmental fees that are applicable to the difference between the Guest Price and the Standard Room Charge.

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

COMPLIANCE WITH LAWS: You will comply with all applicable foreign and domestic laws, codes, regulations, ordinances and rules with respect to your obligations under this Agreement and the services to be provided by you hereunder, including but not limited to any laws and regulations governing

package and tour travel operators/organizers. You represent, warrant and agree that you are currently and will continue to be for the term of this Agreement, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury.

PERSONAL DATA: Each party acts as an independent controller with respect to its processing of personal data in connection with this Agreement. Each party will comply with its respective obligations under applicable data protection laws with respect to its processing of such personal data. To the extent that either party provides personal data to the other party pursuant to this Agreement, the party supplying the personal data confirms that it has consent or another legal basis to provide the personal data to the receiving party and for the receiving party to process the personal data consistent with this Agreement, and in accordance with its applicable privacy policy. For clarity, nothing in this Agreement limits a party's ability to use an individual's personal data to the extent directed by, consented to or requested by such individual.

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

DISPUTE RESOLUTION: The parties agree that any dispute in any way arising out of or relating to this Agreement will be resolved by arbitration before JAMS/ENDISPUTE® or the American Arbitration Association in the state and city in which the Hotel is located or the closest available location; provided, however, a dispute relating to infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state, province or country in which the Hotel is located is will be the governing law, and any arbitration award will be enforceable in that state's, province's or federal court.

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

TERMINATION:

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

FORCE MAJEURE: If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

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

GSB:10474553.1