



NUBA
Goldsmith 60, Colonia Polanco,
Ciudad de México, México, 11540
Mexico

Munich, 22nd March 2026

2026
PREFERRED DYNAMIC RESELLER AGREEMENT

Mandarin Oriental Munich is pleased to offer the following agreement to:

NUBA

Validity: 01.03.2026 to 31.12.2026

1 General

This letter including the attached terms and conditions comprise an agreement ("the Agreement") setting out the terms upon which you **NUBA** ("RESELLER") are appointed to sell hotel rooms at **Mandarin Oriental Munich doing business as Eagle Hills Hospitality Munich GmbH Mandarin Oriental Munich** ("Hotel") on the terms of this Agreement Appointing you on their behalf. Capitalised terms used in this letter shall have the meaning given in the terms and conditions comprising Attachment 1 ("Terms and Conditions"). From the date of its commencement this Agreement supersedes any prior agreement covering the same subject matter.

2 Term

This Agreement shall commence upon the **1st March 2026** and shall continue until the **31st December 2026** (the "Initial Period") unless terminated earlier in accordance with the Terms of this letter or the Terms and Conditions.

3 Rates and Remuneration

You will be provided with access to Hotel Rooms and Dynamic Net Rate Figures through the booking system SynXis for Transient bookings (1-5 rooms) or via requests on an ad hoc base directly with the hotel. Group Rates (bookings of 6 rooms or more) are available on request and will be negotiated outside of this agreement. The Margin shall be displayed as a % off BAR or Bed and Breakfast Rate, as applicable.

The Rate Figures shown are inclusive of VAT, which will be paid by the reseller to the Hotel in relation to the Hotel Room. Kindly note that the rates are quoted per room and per night and that they will depend on number of adults occupying the room.

Following confirmation of any reservation by the Reseller, no changes to the name of the Guest in whose name the reservation has been confirmed are permitted.

Eagle Hills Hospitality Munich GmbH
Mandarin Oriental Munich
Neuturmstrasse 1
80331 Munich
Germany
Tel: +49 (0) 89 290 980
www.mandarinoriental.com/en/munich

Company Initials: SS

Hotel Initials: AK



You will be remunerated for the provision of the Services in accordance with the remuneration terms as indicated below:

Dynamic Commissionable Rate basis: RESELLER shall be remunerated by the Hotel on a Commissionable Rate basis by earning a 15% Commission on the Best Available Rate and the Bed & Breakfast rate.

The Commissionable Rate per night is the booked rate per room per night excluding applicable national, state, municipal, local, or other taxes, fees levies, service charges, or other extras and fees such as resort fees whether included in the room rate at the time of making the booking. For any other Promotional Offers and Packages published on our [website](#) a commission of 15% will apply upon request.

The commission is payable only to the reseller or affiliate making the reservation for the guest. The reseller or affiliate will receive the due commission after guest departure. Rates used in the commission calculation are exclusive any applicable local taxes in relation to the Hotel Room. The commission is only applicable on the net room rate, meaning that breakfast charges are excluded from the commission.

3.1. Inventory

The inventory is managed via SynXis and rates and availability are communicated via the GDS. Availability is given on a non-last-room-availability basis.

3.2. Inclusions and Supplements

Amenities included for our

Guests.

- Use of state-of-the-art fitness center open 24hrs
- Overnight shoeshine service
- Complimentary minibar
- Selected digital newspapers
- Complementary WIFI is accessible via joining Fans of M.O

4 Payment Terms

For all reservations made by **the Reseller** under this agreement, the nightly Room Rate including local VAT needs to be guaranteed by a Virtual Credit Card (VCC). If a VCC cannot be provided a payment link will be send to the Reseller to pay the nightly room rate upfront to guarantee the reservation.



- 4.1. Each party shall keep separate records giving correct and adequate details of all enquiries received and transactions conducted by the Reseller on the Hotel's behalf and separate files of vouchers, invoices, and receipts relevant to this agreement, and shall permit the duly appointed representatives of the other party at all reasonable times to inspect all such accounts and records and to take copies thereof. For the avoidance of doubt, all rights in such records (including without limitation database right and copyright) shall belong to the Hotel.
- 4.2. If the Reseller fails to pay any sum within thirty (30) calendar days of the date due, the Hotel may provide a written reminder notice of such failure to Reseller. If, within ten (10) calendar days of delivery of such written notice such sum remains unpaid, the Hotel may, without breach of this Agreement, discontinue performing its obligations under this Agreement until all due but unpaid payments are received. Interest shall be payable by the Reseller on any amounts due which remain unpaid. Interest shall accrue and be calculated daily both before and after judgment, at a rate of 2% per annum above the base rate of The German National Bank for the period from the due date for payment until the date when it is actually paid. It shall be compounded quarterly and payable on demand.
- 4.3. For the avoidance of doubt, Reseller shall not withhold payment when a Guest has paid for a reservation and stayed in the Hotel Room, including where a Guest has made a complaint.

5 Room and Suite Categories

Room Categories	Size (sqm)	Maximum Occupancy (adults/children)
Deluxe Room	33	2/1
Premier Deluxe Room	36	2/1
Mandarin Room	41	3/1
Superior Junior Suite	51	3/2
Deluxe Junior Suite	56	3/2
Junior Terrace Suite	56	3/2
Executive Suite	75	3/2
Bavaria Suite	75	3/2
Panoramic Suite	65	3/2
Tower Suite	85	3/2
Presidential Suite	120	3/2

6 Occupancy, bedding capacities and children policy for food and beverage.

An extra charge of EUR 150 per adult per night will apply starting from a third person and is inclusive of VAT. The extra charge for an adult is applied even if no Adult Rollaway Bed is requested. The extra charge per adult does not include breakfast. The extra charge for Adult Extra Breakfast is EUR 55.00 per adult per night.

- Children **12 years old and under** stay for free using existing bedding/rollaway; **13 years old+** charged for rollaway; and baby cribs remain complimentary.
- Breakfast is free for **12-year-olds and under** and full price for **13-year-olds+**.

Item	Price per Night/Per person
Adult Extra Charge or Adult Rollaway bed fee	EUR 150
Child Rollaway bed fee	EUR 0
Adult Extra Breakfast Fee	EUR 55
Child Extra Breakfast Fee - 0-3.99 Years old	Free of Charge
Child Extra Breakfast Fee - 4-11.99 Years old	EUR 25

- Maximum 1 rollaway bed per room and suite
- Rollaway beds are allowed in certain room categories.
- Baby cribs are available upon request and are complimentary for children under 3 years old.
- Please note that extra beds are subject to availability and on request basis.

7 Connecting options

Connecting rooms/suite options will be guaranteed upon reconfirmation of the booking.

8 Check-In and Check-Out

Our check-in starts at 3pm and our check-out is latest at 12:00 noon.

9 Unavailability of the Hotel room

In the event of an oversold situation or unavailability of the Hotel Room after confirmation of the booking, the Hotel shall relocate the Guest to a property of equivalent star rating at no additional charge to Reseller, Affiliate or Guest.

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 80331 Munich
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10 Cancellations, No- shows and Deposits.

10.1. Cancellation deadlines

All rooms are subject to the cancellation period applied via the GDS or confirmed via the hotel team.

10.2. Special Cancellation deadlines

- The agency will be informed of any special cancellation policies at the time of booking.
- Cancellations will be charged with up to 100% of the agreed rate.

10.3. Cancellation Fees are commissionable if paid in full by the Reseller or Affiliate

10.4. No Show

- No shows or early departures will be charged with 100% of the agreed rate.
- No Show fees are calculated on the first night amount excluding VAT. City tax and Resort fee are not charged for the night.
- No Show Fees are commissionable if paid in full by the Reseller or Affiliate

11 Governing Law and Jurisdiction

This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed in accordance with the German law exclusively.

This Contract is made and to be performed in Munich, Germany, and shall be governed by and construed in accordance with German law.

By executing this Contract, the Reseller consents to the exercise of personal jurisdiction over it by the courts of Germany and any legal action in connection with this Contract shall be brought or maintained only in such courts.

12 Contract Termination and Activation Policy

The Hotel reserves the right to terminate this agreement at any time in writing with a **30-day** notice period, without prejudice to any other rights it may have if the Business Partner fails to comply with this agreement.

Breach of any conditions outlined in the agreement in hand would lead to the immediate termination of the contract. All rates and conditions are subject to change within 30 days of written notice.

This rate agreement shall be activated once the contract, the Terms and Conditions and Mandarin Oriental Brand Guidelines have been duly signed by an authorized signatory, initialed on every page and stamped, has been returned to and accepted by Mandarin Oriental, Munich within 14 days of receipt.

ATTACHEMENT 1

DYNAMIC RESELLER AGREEMENT FOR INDIVIDUAL HOTEL
TERMS AND CONDITIONS

General Information

This agreement is valid from **01/03/2026 until 31/12/2026** or as soon as the Mandarin Oriental Munich received a signed and stamped copy of the Contract and the Terms and Conditions either via email, or by mail.

Changes and additions to this contract must be adjoined in written form. Place of fulfilment and Court of jurisdiction is in Munich, Germany.

We are already looking forward to welcoming and hosting you and your guests at the **Mandarin Oriental, Munich.**

<i>Sofia Suárez</i>	cdmx	24 de marzo de 2026 01:11
Name: Sofia Suárez	Location, Date	
Position: Product Director Americas & Luxury Travel Advisor for and on behalf of NUBA		

<i>Anton Koeck</i>	Munich	23 March 2026 07:13 CST
Name: Anton Koeck	Location, Date	
Position: Director of Sales for and on behalf of Mandarin Oriental, Munich		

<i>Phillip Mayer</i>	Munich	27. März 2026 16:05 CST
Name: Phillip Mayer	Location, Date	
Position: Director of Marketing and Commerce for and on behalf of Mandarin Oriental, Munich		

<i>Alexander Mutavdzic</i>	Munich	30. März 2026 17:11 CST
Name: Alexander Mutavdzic	Location, Date	
Position: Director of Finance for and on behalf of Mandarin Oriental, Munich		

<i>Marc Epper</i>	MUC	31 March 2026 00:57 CST
Name: Marc Epper	Location, Date	
Position: General Manager for and on behalf of Mandarin Oriental, Munich		

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IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

In these Terms and Conditions:

"**Affiliate**" means a third party engaged by the Reseller to provide the Services in accordance with this Agreement;

"**Agreement**" means the agreement executed by the Hotel and the Reseller incorporating these terms and conditions;

"**B2C**" means any business to customer sales channel;

"**B&B Rate**" means the bed and breakfast package Rate published on the Hotel or Group website at the date of booking by a Guest;

"**BAR**" means the best available unfenced room only Rate published on the SynXis Booking System at the date of booking by a Guest;

"**Brand Guidelines**" means the guidelines for use of the Mandarin Oriental brand and imagery set out in Attachment 1;

"**Commission**" means the amount of commission payable to Reseller by Hotel based on sales of reservations in Hotel Rooms;

"**Commissionable Rate**" means the Rate Figure payable by Reseller to Hotel when remuneration will be paid to Reseller by payment and/or retention of a Commission;

"**Data Controller**" means a person who alone or jointly or in common with other persons determines the purposes for which and the manner in which any personal data are or are to be processed;

"**Data Processor**" means any person who (other than an employee of the Data Controller) processes Personal Data on behalf of a Data Controller;

"**Dynamic Pricing**" means the system through which dynamic Rate Figures are made available to Reseller through the SynXis Booking System;

"**Group**" means the Mandarin Oriental Hotel Group;

"**Guest**" means a guest at a Hotel who purchases a stay in a Hotel Room from Reseller or Affiliates;

"**Hotel Room**" means a guest bedroom or suite at the Hotel which is of a type or category that the Hotel has decided to make available for booking through the Services;

"**Intellectual Property Rights**" means all intellectual property including Marks and Keywords, patents, utility models, design patents, design rights, trademarks, trade names, trade secrets and know-how, domain names, service marks and copyright including registration and application for registration of any of those rights to apply for the same and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"**Keywords**" has the meaning set forth in Clause 3.3(a) of these Terms and Conditions;

"**Losses**" in respect of any matter, event or circumstance includes all losses, claims, demands, actions, proceedings, damages and other payments, costs, expenses or other liabilities of any kind;

"**Margin**" means the difference between the BAR or the B&B Rate and the rate at which a Hotel Room is made available to the Reseller and is exclusive of any applicable local taxes payable by Guest in relation to the Hotel Room;

"**Marks**" has the meaning set forth in Clause 11.1 of these Terms and Conditions;

"**Net Rate Figure**" means the BAR or B&B Rate or other rates published on the SynXis booking system minus the Margin;

"**Reseller**" means the travel business with whom the Hotel contracts in the terms of this Agreement;

"**Package**" means a bundle of services which may include (inter alia) travel, connections, car hire and/or other travel, hotel and or leisure related activities;

"**Package Rate**" means a composite price for a Package;

"**Personal Data**" means data which relate to a living individual who can be identified from those data or from those data and other information which is in the possession of, or is likely to come into the possession of the Data Controller;

"**Rate Figure**" means the BAR and/or B&B Rate figure or any other rate figure offered by Hotel or agreed in writing between Hotel and Reseller;

"**Services**" means the promotion, sale, reservation, booking and marketing of stays in Hotel Rooms to Guests or potential guests of the Hotel;

"**SynXis Booking System**" means the SynXis online reservation system used by the Hotel; and

"**Term**" means the period from the date of this Agreement during which this Agreement is in full force and effect.

2. OBLIGATIONS OF RESELLER AND HOTEL

2.1 Reseller undertakes and agrees with the Hotel at all times:

- (a) to act towards the Hotel conscientiously and in good faith and in compliance with any applicable laws;
- (b) to promote the Hotel, only as agreed with the Hotel and use its best endeavours to increase bookings of stays in Hotel Rooms;
- (c) to comply with all reasonable and lawful instructions of the Hotel from time to time concerning the marketing and sale of stays in Hotel Rooms;
- (d) to comply with the MOHG Consumer-Facing Website Brand Guidelines set out in Attachment 2;
- (e) to keep the Hotel fully informed of its activities concerning the promotion and sale of reservations in Hotel Rooms and to provide the Hotel with reports on request;
- (f) to inform the Hotel promptly of any complaint or after-booking enquiry concerning a stay in a Hotel Room received by Reseller;
- (g) not to take part in any dispute between the Hotel on one hand and a Guest or any other person on the other hand, or commence or defend any proceedings or settle or attempt to settle or make any admission concerning any such proceedings;
- (h) to procure that the Affiliates comply with the terms of this Agreement during its Term as if they were a party to the Agreement. Reseller acknowledges that it shall be liable for any and all Losses incurred by the Hotel on account of its or an Affiliate's actions including, misrepresentation, wilful default and/or negligence.

2.2 The Hotel undertakes and agrees with Reseller during the Term:

Eagle Hills Hospitality Munich GmbH
Mandarin Oriental Munich
Neutumstrasse 1
80331 Munich
Germany
Tel: +49 (0) 89 290 980
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- (a) promptly and efficiently to deal with any complaint, dispute or enquiry relating to a stay in a Hotel Room raised by a Guest; and
- (b) to the extent they are not caused by the actions of Reseller, to make any compensation payments due to Guests and to deal with any compensation claims made by Guests directly.

3. HOTEL GROUP

Subject to Clause 13 (Term and termination), if a Hotel ceases to be operated under the Group brand, this Agreement shall terminate immediately in respect of that Hotel.

4. SCOPE OF MARKETING OF HOTEL ROOMS

4.1 Subject to Clause 11 (*Intellectual Property Rights*), Reseller shall not, and shall procure that Affiliates shall not, use and/or reproduce and shall not authorise or purport to authorise the use and/or reproduction of:

- (a) any of the corporate names, logos and/or any other Intellectual Property Rights owned by or licensed to the Hotel; and/or
- (b) any of the photographs, hotel descriptions and/or details appearing on websites belonging to or used by the Hotel, without the prior written approval of the Hotel.

4.2 Online Marketing

- (a) Reseller and Affiliates shall not bid on or purchase Internet placement rights for the registered trademarks or name of the Hotel or the Group, or use these in any manner in any of its advertising, including but not limited to Internet and web advertising as it pertains to the Hotel, or otherwise compete against the Hotel or the Group in any form of keyword search marketing (also called pay-per-click (PPC) advertising, search engine marketing, meta search cost per click advertising, sponsored listing, etc.) for the Group brand keywords, trademark-related or property name-related keywords (collectively named “**Keywords**”) without prior written consent of the Group. In addition, Reseller and Affiliates shall add all Marks and Keywords as “negative keywords” to all search engine and keyword bidding model websites to ensure ads do not show for any Mandarin Oriental related phrases. If an agreement is made between Reseller and the Group on the purchase or use of the Marks and Keywords in online advertising, keywords, banners, etc., then consumers must always be directed to dedicated Group-branded landing pages with the ability to search and book the Group properties only (deep linking to the advertised the Group’s property). All costs associated with the development, testing, coding, placement, etc. related to this collaborative effort will be the responsibility of Reseller.
- (b) Reseller and Affiliates will not remove the Group’s marks or logos from the Group’s listings on Reseller or Affiliate’s websites.
- (c) Reseller and Affiliates are prohibited from diverting traffic from the Hotel’s or the Group’s branded sites via pop-up advertising and will not engage in deceitful/predatory advertising methods and formats that may have any negative implications for the Group’s Marks and Keywords and brand reputation. In the event that Mandarin Oriental reasonably determines that Reseller or Affiliate is engaged in conduct that violates, or is otherwise not consistent with, the Group’s brand standards or reputation as a leading luxury hotel group, the Hotel may, upon written notice to

Reseller or Affiliate, identifying Mandarin Oriental’s objections in reasonable detail, require Reseller or Affiliate to do the following within five (5) business days of receipt of such notice: (a) cease and desist from such prohibited conduct, or (b) cease displaying the Hotel on Reseller or Affiliate’s website.

- (d) Reseller will be responsible for auditing Affiliates to ensure the agreed upon circumstances are upheld, Reseller will work to resolve such issues or concerns within 48 hours of being notified of such by the Hotel; and
- (e) Reseller will work to resolve such issues or the Group’s complaints within 72 hours.

Examples of Keywords referenced in 4.2 above:

English	Japanese	S. Chinese
Mandarin	マンダリン	文华房
The Mandarin	ザ・マンダリン	文华
Oriental	オリエンタル	东方
The Oriental	ザ・オリエンタル	东方
Mandarin Oriental	マンダリン・オリエ	文华东方酒店
The Landmark	ザ・ランドマーク	置地酒店

HK. Chinese	Russian	Arabic
文華客房	Мандарин	مندرين
文華		لمندرين
東方	Ориентал	اورينتال
東方		الاورينتال
文華東方	Мандарин Ориентал	مندرين اورينتال
置地廣場	Лэндмарк	للاندملك

4.3 The Hotel may notify Reseller in writing at any time if due to Affiliates’ non-compliance with this Clause 4 or otherwise it no longer wants Reseller or specified Affiliates to provide services to the Hotel.

5. BUNDLED RATES FOR PACKAGES

Reseller shall be permitted, and shall be entitled to permit Affiliates, to advertise, promote and/or market Hotel Rooms as part of a wider bundled Package at a Package Rate. The Package Rate shall be used in a manner from which it is not possible to identify or which might enable Guests or potential guests to specifically identify or determine that the actual or notional price being charged for the Hotel Room component of the package.

6. RESELLER REMUNERATION

6.1 Reseller shall not pay any penalty or fee if a booking is cancelled in accordance with the cancellation policies of the Hotel.

6.2 Remuneration.

- (a) Where Reseller is remunerated on a Net Rate basis, Reseller shall account to the Hotel for the applicable Net Rate Figure upon departure of the Guest from the Hotel.
- (b) Where Reseller is remunerated on a Commissionable Rate basis, Hotel shall pay Reseller a commission per reservation calculated as the sum of (i) the number of nights stayed at the Hotel by the Guest; (ii) the booked rate per night for the Hotel room excluding applicable national, state, municipal, local or other taxes, fees levies, service charges, or other extras and fees such as resort fees whether or not included in the room rate at the time of making the booking and (iii) relevant rate of Commission as set out in this Agreement.

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- 6.3 Remuneration Conditions.** Remuneration will only be provided for each Hotel Room which is:
- (a) successfully booked by Reseller or one of the Affiliates on behalf of a Guest; and
 - (b) subsequently paid for by a Guest in accordance with the booking arrangements made by Reseller or Affiliate and notified to the Hotel.
- 6.4 Duty to account:** Reseller shall account to the Hotel for all monies received by the Reseller on behalf of the Hotel in respect of a Guest's stay in the Hotel or otherwise.
- 6.5** In the event of closure of the Hotel or the Hotel ceasing to be managed by Mandarin Oriental Hotel Group, Hotel may cancel bookings made by the Reseller on not less than 30 days' notice and shall have no liability to remunerate the Reseller in respect of the cancelled booking.
- 7. AFFILIATES**
- 7.1 Details of Affiliates:** Reseller will provide the Hotel with any details it may request in connection with Reseller's relationship with Affiliates including without limitation a list of the identities of the Affiliates to be updated quarterly during the Term, unless otherwise agreed between the parties.
- 7.2 Termination of appointment:** If at any time, for whatever reason, the Hotel decides in its absolute and unchallengeable discretion that an Affiliate is no longer a suitable or appropriate person to continue acting as a Reseller for the Hotel pursuant to this Agreement, the Hotel shall notify Reseller of such decision and such person shall cease to be an Affiliate on the day following the date of service of the Hotel's notice on Reseller. Access to information about the Hotel shall cease for such person and Reseller shall promptly take all steps necessary to ensure that the person identified in the notice ceases acting as and holding himself out as acting as a Reseller of the Hotel and that all copies of marketing materials, about the Hotel or the Group, whether hard copies or electronic, held by such person are destroyed and/or deleted. The Hotel will not be expected or required to justify or give reasons for deciding that such person is no longer a suitable or appropriate person to continue acting as an Affiliate.
- 7. GUEST TERMS AND CONDITIONS**
- 8.** The Reseller shall and shall procure that Affiliates shall, ensure that there are terms and conditions between the Reseller and/or Affiliate (as applicable) and the Guest. Such contract shall reflect the relevant terms of this Agreement.
- 9. COMPLIANCE WITH LAWS AND REGULATIONS**
- (a) Reseller shall be responsible for obtaining any licences, registrations, permits or approvals necessary or advisable for the provision of the Services.
 - (b) Reseller shall comply with all relevant local regulations concerning marketing and sale of Hotel Rooms, and with all and any conditions binding on it in any licences, registrations, permits and approvals referred to in Clause 9(a).
 - (c) Reseller shall give the Hotel as much advance notice as possible of any prospective or actual changes in local regulations or any prospective or actual change in any condition in any licence, registration, permit or approval as referred to in Clause 9(a).
- (d) On receipt of notification from Reseller of any change in the local regulations, the Hotel shall use its reasonable endeavours to ensure that the provision of Hotel Rooms through the booking system complies with that change, by the date of implementation of that change or as soon as is reasonably possible thereafter.
- 10. ANTI-BRIBERY**
- 10.1 Reseller's obligations:** Reseller shall:
- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption ("**Relevant Requirements**");
 - (b) have and shall maintain in place throughout the term its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
 - (c) promptly report to the Hotel any request or demand for any undue financial or other advantage of any kind received by Reseller in connection with the performance of this Agreement; and
 - (d) within 3 months of the Effective Date and annually thereafter, certify to the Hotel in writing signed by an officer of Reseller, compliance with this Clause 11 by Reseller. Reseller shall provide such supporting evidence of compliance as the Hotel may reasonably request.
- 10.2 Affiliate obligations:** Reseller shall ensure that all Affiliates who provide services to Guests in connection with this Agreement do so only on the basis of a written contract which imposes on and secures from such persons terms equivalent to those imposed on Reseller in this Clause 10. Reseller shall be responsible for the observance and performance by such Affiliates of this Clause 10, and shall be directly liable to the Hotel for any breach.
- 10.3** Breach of this Clause 10 shall be deemed a material breach of this Agreement.
- 11. INTELLECTUAL PROPERTY RIGHTS**
- 11.1 The Marks:** The Hotel grants Reseller a non-exclusive, royalty-free, limited licence, with the ability to sub-licence to Affiliates on the same terms, to use its trade names, logos and other trademarks and service marks (the "**Marks**") solely in connection with the transactions contemplated by this Agreement. Reseller shall not and shall procure that Affiliates shall not, use any Marks in any manner that could reasonably be expected to have an adverse impact on the goodwill attached to such Marks or the corporate image of the Hotel and/or the Group. If determined, in the Hotel's sole discretion, that any of the Marks are being used in such a manner, the Hotel shall have the right to request that Reseller immediately cease or otherwise modify any particular use and Reseller shall, and shall procure that the Affiliates shall, promptly comply with such request.
- 11.2 Use on websites:** The Hotel gives Reseller the non-exclusive, limited, royalty-free right to use and display, in connection with the promotion of the Hotel, images from certain websites which the Hotel shall notify to Reseller from time to time (including, without limitation, image view, data, text, audio, video, graphics, photographs, artwork and similar materials, including trade name, logos, trademarks, and copyrights associated therewith) (collectively, "**Content**"), solely to promote, and make Hotel Rooms available in connection with the Services. Such Content may be hosted by a third party with whom Reseller or the Affiliates has a contractual relationship to provide such services pursuant to the terms and conditions set forth herein. Reseller

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agrees not to use and shall procure that Affiliates shall not use any Content in any manner that could reasonably be expected to have an adverse impact on the goodwill attached to such Content or the corporate image of the Group or the Hotel. If determined, in its sole discretion, that any of the Content is being used in such a manner, the Hotel shall have the right to request that Reseller immediately ceases or otherwise modifies any particular use and Reseller shall, and shall procure that the Affiliates shall, promptly comply with such request.

12. DATA PRIVACY

With respect to "Personal Data" processed by Reseller and Hotel during the provision of Services under this Agreement, Reseller and Hotel will each be a "Controller". For the purposes of this Agreement the term "Personal Data" and Controller" shall have the following meanings: (i) "Personal Data" means any information relating to an identified or identifiable natural person (the "Data Subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identify of that natural person; and (ii) "Controller" in this Agreement means the legal person which, alone or jointly with others, determines the purposes and means of the processing of personal data.

- (a) **Independent Data Controllers.** Each of Reseller and Hotel acknowledges and agrees that each will be acting as an independent Controller of the Personal Data relating to customers of Reseller in the case of Reseller and relating to Guest or potential Guests in the case of Hotel, and they shall each have all related rights and will be subject to and responsible for complying with the obligations imposed on a Controller under all applicable data protection legislation or regulations, including where applicable the European Union (EU) General Data Protection Regulation, with respect to such Personal Data ("**Applicable Data Protection Laws**").
- (b) **Collection of Data.** In connection with the Services, Hotel may collect the Personal Data (including: name, contact details, demographics, preferences (e.g. food allergies and medical conditions)) of Reseller's Data Subjects that utilise the Services at or in relation to the Hotel, either from the information Reseller provides to Hotel and/or directly from the Data Subjects, in order for Hotel to provide Reseller and the Data Subjects with the requested Services, and Hotel will be the Controller of Personal Data which it collects through these activities.
- (c) **Obligations of the Parties.** Each of Reseller and Hotel agree to the following:
- (i) Each of Reseller and Hotel represents and undertakes to satisfy the requirements of Applicable Data Protection Laws in performing its respective obligations under this Agreement.
 - (ii) Notwithstanding a party's role as a Controller, each of Reseller and Hotel shall only process Personal Data it receives from the other party as necessary to provide the Services and fulfil its obligations under this Agreement and maintain proper records of all processing of Personal Data; and for no other purpose, unless permitted by Data Subjects and consistent with Applicable Data Protection Laws.
 - (iii) Each of Reseller and Hotel shall take appropriate procedural, technical and organizational measures to ensure a level of

security appropriate to the risks relating to the handling of Personal Data for which it is a Controller.

- (iv) Each of Reseller and Hotel will reasonably assist the other party in complying with Applicable Data Protection Laws, in responding to any reasonable request by a Data Subject to access, change, delete, correct or exercise related rights to Personal Data, taking into account the nature of the processing, obligations under Applicable Data Protection Laws, and the Personal Data available to the party.

Reseller will draft and provide Data Subjects with any required notices and/or procuring consents regarding the processing of Personal Data if such notice or consent is required by Applicable Data Protection Laws for the purposes of the Reseller; and Hotel will draft and provide Data Subjects with any required notices and/or procuring consents regarding the processing of Personal Data if such notice or consent is required by Applicable Data Protection Laws for the purposes of the Hotel.

13. TERM AND TERMINATION

13.1 Either party may give notice to the other party terminating this Agreement if the other party:

- (a) becomes bankrupt or insolvent during the Term, makes an assignment for the benefit of creditors, or is unable to meet obligations as they become due;
- (b) breaches the confidentiality provisions in this Agreement; or
- (c) is in material or persistent breach of this Agreement.

13.2 The Hotel may terminate this Agreement:

- (a) without cause upon thirty (30) days' notice to Reseller; and
- (b) immediately if Reseller is in breach of its obligations under this Agreement and such breach, if capable of remedy, is not remedied within seven (7) days of receipt of notice of the breach from the Hotel

13.3 In the event of termination Reseller shall promptly take all steps necessary to ensure that Reseller and the Affiliates cease acting as and holding themselves out as acting as Reseller of the Hotel.

13.4 In the event of termination Reseller and the Affiliates who arranged bookings of stays in Hotel Rooms prior to the date of termination will account to and pay over to the Hotel any amounts due or not yet due for a Guest's stay at the Hotel notwithstanding that such stay may take place subsequent to the date of termination.

13.5 Liability. The Hotel shall have no liability to Reseller or any of the Affiliates for any Losses incurred by Reseller and/or the Affiliates as a consequence of and/or arising out of or in connection with the termination of this Agreement by Reseller.

14. ASSIGNMENT

14.1 Reseller may not assign (including by way of charge or security) all or any of its rights under this Agreement without the prior written consent of the Hotel, that consent not to be unreasonably withheld or delayed.

14.2 The Hotel may create a trust over or otherwise assign (including by way of charge or security) all or any of its rights under this Agreement, without any requirement to notify or obtain the further consent of Reseller.

ATTACHEMENT 1

**DYNAMIC RESELLER AGREEMENT FOR INDIVIDUAL HOTEL
TERMS AND CONDITIONS**

15. CONFIDENTIALITY

15.1 Subject to Clause 15.2, each party shall each treat as strictly confidential:

- (a) the existence, provisions or subject matter of this Agreement, or any document or agreement entered into pursuant to this Agreement;
- (b) the negotiations relating to this Agreement; and
- (c) all information received or obtained as a result of entering into or performing this Agreement which relates to the other party or the business, finance or other affairs of the other party.

15.2 Either Party may disclose information referred to in Clause 15.1 (including by way of press or public announcement or the issue of a circular) which would otherwise be confidential if and to the extent the disclosure is:

- (a) required by the law of any relevant jurisdiction or a court of competent jurisdiction; or
- (b) of information which has already come into the public domain through no fault of that party.

16. FURTHER ASSURANCE

Each party shall from time to time (at its own cost) do, perform, sign, execute and deliver all such acts, deeds, documents and things (or procure the doing, performance, signing, execution or delivery of them) as shall be reasonably necessary or desirable for giving full effect to this Agreement and securing to the other party the full benefit of the rights, powers and remedies conferred upon each of them respectively in this Agreement.

17. NOTICES

17.1 All communications relating to this Agreement shall be in writing and delivered by hand or sent by post or facsimile or electronic mail to the party concerned at the relevant address shown at the start of this Agreement (or such other address as may be notified from time to time in accordance with this Clause by the relevant party to the other party).

17.2 Each of those communications shall take effect:

- (a) if delivered, upon delivery;
- (b) if posted, upon delivery; and
- (c) if sent by facsimile or electronic mail, when a complete and legible copy of the relevant communication, whether that sent by facsimile or electronic mail (as the case may be) or a hard copy sent by post or delivered by hand, has been received at the appropriate address.

18. INVALIDITY

If all or any part of any provision of this Agreement shall be or become illegal, invalid or unenforceable in any respect, then the remainder of that provision and/or all other provisions of this Agreement shall remain valid and enforceable.

19. SURVIVAL OF TERMS

The following Clauses shall each survive termination of this Agreement for whatever reason: Clause 6 (*Payment and Reseller Remuneration*), Clause 12 (*Data Privacy*), Clause 15 (*Confidentiality*),

Clause 17 (*Notices*), Clause 21 (*Entire Agreement*) and Clause 22 (*Governing law and jurisdiction*).

20. AMENDMENTS, WAIVERS AND RIGHTS

20.1 No amendment or variation of the terms of this Agreement shall be effective unless it is made or confirmed in a written document signed by both the parties.

20.2 No delay in exercising or non-exercise by either party of any right, power or remedy provided by law or under this Agreement shall impair, or otherwise operate as a waiver or release of, that right, power or remedy. Any waiver or release must be specifically granted in writing signed by the party granting it. Any single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

21. ENTIRE AGREEMENT

21.1 These Terms and Conditions and the documents referred to in them represent the whole and entire agreement between the parties in relation to the subject matter of this Agreement and supersede any previous agreement between the parties in relation to that subject matter.

21.2 Each party acknowledges that in entering into this Agreement it is not relying on any representation, warranty or other statement relating to the subject matter of this Agreement which is not set out in this Agreement.

21.3 Neither party shall have any liability or remedy in respect of any representation, warranty or other statement (other than those set out in these Terms and Conditions) being false, inaccurate or incomplete unless it was made fraudulently.

22. GOVERNING LAW AND JURISDICTION

22.1 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws specified by the Hotel in the Letter.

22.2 Each party irrevocably submits the exclusive jurisdiction of the courts of the country specified in the Letter to settle any dispute which may arise under or in connection with this Agreement or the legal relationships established by this Agreement.

23. COUNTERPARTS

23.1 This Agreement may be executed in any number of counterparts, and by the parties as separate counterparts, but shall not be effective until each of the parties has executed at least one counterpart.

23.2 Each counterpart shall constitute an original of the Agreement, but all the counterparts shall together constitute one and the same instrument

ATTACHMENT 2
MANDARIN ORIENTAL BRAND GUIDELINES

- Mandarin Oriental Hotel Group ("MOHG") is the award-winning owner and operator of some of the world's most luxurious hotels, resorts and residences and has grown from its Asian roots into a global luxury brand.
- The use of any MOHG trademarks or other intellectual property must comply with corporate identity guidelines issued by MOHG from time to time.
- All usage of descriptions, images, etc. of a Mandarin Oriental hotel must be supplied and approved by MOHG. In particular, any website used to book MOHG rooms, including any third-party websites (each being a "Site") must use only the latest MOHG approved images.
- The Site must ensure a high-quality customer experience in the search and booking process. In particular, visitors to the Site must find it easy to navigate the site and should not be subject to banner or pop up advertising or links for products or services which are not considered to be of an appropriate quality.
- Misleading or deceptive advertising or sales tactics which do not comply with all applicable advertising and sales promotion best practice guidelines are not permitted.
- State of the art security and encryption technologies and methodologies should be used in connection with personal data, financial information collected and for all billing and related matters.
- The Site and the operations connected with the Site must comply with all applicable laws and regulations, including without limitation all laws and regulations relating to the collection and other processing of personal and financial data and the sale of products and services over the internet.
- The Site must be owned and operated by persons of good character with no history of criminal or other unlawful conduct and who have good credit records.
- All promotion and advertising of a site must be consistent with the above.