



COLLABORATION AGREEMENT

BETWEEN

DHYANAVARTAM LTD

AND

**The company with the particulars set out in the Appendix to this Agreement
(the 'Tour Operator')**

The Company and the Tour Operator shall together be referred to as the 'Parties' to this Collaboration Agreement. Each of the Company and the Tour Operator shall individually be referred to as a 'Party' to this Agreement.

PREAMBLE

- A.** The Company is incorporated and duly registered with the Registrar of Companies of the Republic of Mauritius with Business Registration number C06042675 with the Registrar with registered office address at Wolmar, Flic-en-Flac, Mauritius.
- B.** The Company owns and operates Maradiva Villas Resort & Spa, a five-star plus resort at Wolmar, Flic-en-Flac.
- C.** The Tour Operator is engaged in tour operator activities.
- D.** The Company wishes to collaborate with the Tour Operator with a view to promote Maradiva in accordance with the terms of this Agreement.
- E.** The Parties wish to set out the terms and conditions of their collaboration in this Agreement.



1. OBJECT - REPRESENTATIONS AND WARRANTIES

1.1 The object of this Agreement is to set out the terms and conditions whereby the Parties will collaborate with a view to achieve the promotion of the Resort and the sale of nights, ancillary and connected services and activities at the Resort.

1.2 The Tour Operator makes the following representations and warranties to the Company:

- (a) The Tour Operator is validly existing and is in good current standing in Mauritius and will maintain this status for the duration of this Agreement.
- (b) The Tour Operator is duly licensed and authorised to perform its obligations under this Agreement and will hold all applicable and relevant licences and authorisations during the tenure of this Agreement.
- (c) The Tour Operator confirms that it is aware of the standard of the Company and the Resort and warrants that the performance of its duties under this Agreement shall correspond and adhere to such standard at all material times.
- (d) The Tour Operator has sufficient competence, resources and expertise in order to perform its obligations under this Agreement.
- (e) The Tour Operator is duly authorised to execute this Agreement and perform all its obligations thereunder and such execution and performance do not and will not contravene any agreement and document and understanding to which the Tour Operator is a party or is subject to.
- (f) The Tour Operator will forthwith notify the Company of any change with regard to the above representations and warranties.
- (g) Any breach of the above representations and warranties by the Tour Operator will entitle the Company to terminate the Agreement and to an indemnity from the Tour Operator.
- (h) The above representations and warranties are of essence to this Agreement.



2. DURATION AND VALIDITY OF AGREEMENT AND APPENDIX 2.

- 2.1 This Agreement shall be valid from the effective commencement date referred to in Appendix 2 to this Agreement (01st NOVEMBER 2025) and the termination date referred to in Appendix 2 to this Agreement (31st OCTOBER 2026).
- 2.2 The Agreement may be renewed at the option of the Company by a written notice addressed by the Company to the Tour Operator. Nothing in this Agreement shall be interpreted to mean that the Company shall have any obligation to renew this Agreement. This clause is of the essence to the Agreement.

3. BROCHURES AND ADVERTISING MATERIAL

- 3.1 The Tour Operator will feature the Resort in its Luxury programs and brochures as an upmarket resort and include photographs of Maradiva as duly prior authorised by the Company in writing. All advertising and promotional materials which will be used going to be printed or being published on website, brochure or proposed for insertion in any media shall require prior written authorisation from a person designated by the Company from Maradiva’s Sales & Marketing Department. For the avoidance of doubt, the Tour Operator agrees that no communication in any form whatsoever with regard to the Resort shall be effected by the Tour Operator without the prior written approval of the Company and Maradiva’s Marketing.
- 3.2 The Company shall provide the Tour Operator with the appropriate materials and information for the promotion of Maradiva. The Tour Operator shall ensure that the information and material provided by the Company with regard to Maradiva including, without limitation (a) the logo and pictures of Maradiva are not modified and (b) the logo of the Leading Hotels of the World to which Maradiva is affiliated is integrated in all media and/or communication including social media, brochures, newsletters and any other advertising material and website or support relating to Maradiva.
- 3.3 The Company reserves the right to terminate this Agreement forthwith should the Tour Operator misrepresent any information or use any information which has not been approved beforehand by the Company in any media including without limitation advertising, brochure promotion, press release or fail or neglect to follow the terms of this clause 3.

4. RATES AND POLICIES

- 4.1 The rates in Appendix 2 to this Agreement entitled ‘Tour Operator rate’ are net and expressed in **EURO** per villa per night on ‘Bed & Breakfast Basis’. The rates include applicable taxes and any future changes in taxes/levies and surcharges will be extra.



4.2 Allotments and contracted rates are subject to featuring Maradiva in the published brochure and filing a copy with Maradiva, attention to the Head of Maradiva’s Marketing, prior to the program commencing.

4.3 All meal plans booked are subject to a non-exchange and non-refundable policy.

5. MARK UP

5.1 A minimum of 20% markup should be applied on the accommodation rates.

6. RESERVATION PROCEDURES

6.1 All reservations are subject to availability (unless booked under allotment) and requests should be sent to Maradiva’s Reservation Department under the following e-mail address: reservation@maradiva.com or reservation1@maradiva.com and fax number: (+230) 453 5555.

6.2 All above booking allocations must be addressed in writing to Maradiva’s Reservations.

6.3 Any notification of reservation (for room allocation) should be made on sell & report basis but within the release period as per the contract.

6.4 Arrival/departure times and flight details must be faxed or sent by e-mail directly to Maradiva’s Reservations in order to hold any reserved room on a confirmed basis and to provide airport transfers, if required.

6.5 Full guest details will be required; including name, arrival and departure details, villa type as well as additional requests which must reach Maradiva’s Department in writing at least two (2) weeks prior to the arrival of the guest(s).

7. STOP SALES

7.1 Upon notification of a ‘Stop Sale’ period, the Tour Operator must report bookings made on free sell basis for the given period within 24 hours.

8. FORCE MAJEURE – RACK RATE – DELAY IN ARRIVAL

8.1 Force Majeure events shall include, without limitation, anything that is out of the Company’s or the Resort’s control, such as pandemics, flight delays and geopolitics, and shall further include without limitations the generality of the following: Acts of God, fires, weather conditions and disruptions including floods and cyclones, war, rebellion, riots or civil



commotion, strikes or labour stoppages, accidents or mechanical failures, refusal or suspension or cancellation by any government authority of any licenses, permits or authorization required by the Company and the Resort for their business and operations.

- 8.2 50% of the rack rate will be charged directly to guests for the additional nights spent at the Resort.
- 8.3 For guests who do not arrive at the Resort on the due date, the Tour Operator will be charged 100% of the contracted rates for the specific nights booked for such guests.

9. LIABILITY

- 9.1 In the occurrence of any event including any Force Majeure Event beyond the control of the Company and/or the Resort, the Company and the Resort shall not have any liability to the Tour Operator and to the Tour Operator’s Guests.

10. FESTIVE SEASON

- 10.1 For the period of **24 December 2025 – 03 January 2026** (both dates inclusive the ‘Festive Season’), only reservations for a minimum of 5 nights stay will be allowed.

11. CHECK IN, CHECK OUT, CANCELLATION AND REBOOKING POLICIES

- 11.1 Check-in time is 14:00 hours and check-out time is 12:00. In case of late check-out up to 18:00 hours and subject to availability, a day-use charge of 50% of accommodation contracted rates (exclusive of special offers) is applicable to the Tour Operator.
- 11.2 With regard to check-out after 18:00 hours, a full night’s charge will be applicable.



11.3 Cancellation Policies:

Period	Release Period	Cancellation policy
Peak 24 Dec – 03 Jan	As per Rate Sheet	<ul style="list-style-type: none"> ✓ 45 days prior to arrival, 100% of the villa charge will be applicable. Applicable on Luxury Suite Pool Villas and Beachfront Suite Pool Villas ✓ 60 days prior to arrival, 100% of the villa charge will be applicable. Applicable on Exclusive Suite Pool Villas and Presidential Suite Pool Villas
All year round, except peak	As per Rate Sheet	<ul style="list-style-type: none"> ✓ 14 days prior to arrival, 100% of the villa charge will be applicable. Applicable on Luxury Suite Pool Villas and Beachfront Suite Pool Villas ✓ 30 days prior to arrival, 100% of the villa charge will be applicable. Applicable on Exclusive Suite Pool Villas and Presidential Suite Pool Villas

11.4 Rebooking policy

Within 14 days prior to arrival, no modification of reservation will be allowed.

12. NO SHOWS

In case of no-shows, full amount will be charged accordingly.

13. UNDERSTAYS

13.1 In the event of under stays, no refund will be applicable and total amount for entire length of stay will be charged by the Company.

14. ROOM ALLOCATION

14.1 The hotel reserves the right to allocate the best available room, subject to availability.

14.2 Naming of Room categories are defined by the hotel policy, and allocation is based on the category booked.



15. UPGRADE & DOWNGRADE

- 15.1 Room upgrades are at the Resort's discretion, without any obligation to justify or support its decision.
- 15.2 The Resort reserves the right to downgrade a guest based on several factors including, but not limited to, overbooking or necessary room maintenance.

16. TERMS AND CONDITIONS/ RATES/ PAYMENT

- 16.1 Payment for Accommodation and other services to be made by latest **15 days prior to arrival of the guest.**
- 16.2 For the Festive Season, a full guaranteed payment for arrivals is mandatory. Respective payments must reach the Company's Bank account with regard to Maradiva 45 days prior to arrival and will be subject to cancellation policy.
- 16.3 The Company reserves the right to review the rates should there be any changes in government taxes or duties, or sales strategy, but will inform the Tour Operator prior to the effective date of new rates.
- 16.4 Any amount due to the Company under the terms of this Agreement and not paid on the due date shall attract interest at the rate of 2% monthly.
- 16.5 In case the amount due to the Company needs to be recovered through an Attorney-at-Law, the Tour Operator shall pay all costs as well as the commission of 10% of the total amount involved payable to an Attorney-at-Law acting for the Company.
- 16.6 All direct transfer payments to the Company's bank account to be supported by an e-mail/fax specifying details of the stay including dates, guest names, billing information and payment details. This supporting e-mail/fax document must be sent to Maradiva either by e-mail on h.mikale@maradiva.com or by fax on number: (+230) 453 5555
- 16.7 The rates and terms contained in this Agreement are strictly confidential and must not be disclosed to any third parties; otherwise the Company reserves the right to withdraw the rates with immediate effect.
- 16.8 Payments to be made by wire transfer or demand draft only. Cheques are not accepted.

17. PRESIDENTIAL SUITE POOL VILLA BOOKINGS

- 17.1 The following conditions will be applicable for the Presidential Suite Pool Villa bookings:



- (a) 25% non-refundable advance payment upon confirmation followed by an additional 25% non-refundable payment one month prior to arrival.
- (b) Remaining 50% should be paid within 15 days from Guests' arrival.
- (c) IN CASE OF NO-SHOWS, THE TOUR OPERATOR WILL BE CHARGED 100% FOR FULL DURATION OF THE BOOKING.

18. BANK DETAILS

18.1 Bank Details of the Company

Bank Name	SBM Bank (Mauritius) Ltd.
Branch Address	State Bank Tower, Port-Louis, Mauritius
Account Details	Maradiva Villas Resort & Spa, Mauritius /
Beneficiary name & address	Dhyanavartam Ltd Wolmar, Mauritius
Remittance should be made through	Telegraphic Transfer (SWIFT)
To the Credit of	610 262 0000 2027
SWIFT CODE	STCB MUMU
IBAN	MU87 STCB 11700 262 0000 2027 000 EUR

- 18.2 NB: All bank charges involved in the transactions will be to the charge of the client/agency/Tour Operator.
- 18.3 All pages of the Agreement, rate sheets and other appendix must be duly signed, stamped and returned at the above-mentioned address within 30 days of the date of issue, confirming your acceptance.



19. TERMINATION

19.1 The Agreement may be terminated upon the Company giving 45 days’ notice to the Tour Operator at any time during the period of the Agreement by registered post, with advice of delivery, without any obligation for the Company to invoke any ground for such termination.

20. DISPUTE RESOLUTION

20.1 Amicable resolution

Any dispute, controversy or claim arising out of this Agreement or the breach, termination or invalidity thereof (including any question regarding its existence, interpretation or termination) shall be resolved amicably by the Parties. To that end, any party (the ‘Requesting Party’) may by written notice request any one or more of the other parties (each a ‘Requested Party’) to procure that its director or other senior officer attends a meeting with the director or other senior officer of the Requesting Party to discuss and seek to resolve the Dispute. If a Requested Party does not procure its director or other senior officer to attend the meeting within a reasonable period (not exceeding 15 days) after the request or if any party is not satisfied with the outcome of the meeting, then the Requesting Party or any Requested Party may after notifying the other party(ies) refer the Dispute to a mediator. In the event that the Dispute is not resolved by the intervention of the mediator, the Parties shall refer the Dispute to arbitration in accordance with clause 20.2 below.

20.2 Arbitration

In the event that the Dispute is not resolved under the provisions of cause 20.1 above, such Dispute shall be settled by arbitration in accordance with the Arbitration Rules of the Mauritius International Arbitration Centre.

21. AMENDMENTS AND VARIATIONS - WAIVER

21.1 Amendments and variations to this Agreement will only be valid if made in writing and signed by the authorized representatives of the Parties.

21.2 No failure or delay by the Company to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.



22. CONFIDENTIALITY

22.1 The existence and terms of this Agreement as well as all communications and all information, not being in the public domain, whether written, visual or oral and all other material supplied to or obtained by the Parties in the course of or as a result of the discharge of its obligations under this Agreement and all information relating to the collaboration between the Parties shall be treated by the Parties as confidential and shall not be disclosed by it to any third party or published without the prior written consent of the other Party.

23. GOVERNING LAW

23.1 This Agreement shall be governed by and interpreted in accordance with, the laws of Mauritius.

23.2 Should any provision of this Agreement be determined to be illegal or unenforceable, such determination shall not affect the remaining provisions of this Agreement. The Parties shall then amend the Agreement in such a manner as to give effect to their intent.

For the Company

Dhyanavartam Ltd

Signature : Alessandra Girardi
Name: Alessandra Girardi
Position: Product Director

For the Tour Operator

Company name: _____
Signature : _____
Name: _____
Position: _____



Appendix 1 to Collaboration Agreement between Dhyonavartam Ltd with the hereundernamed company as Tour Operator

Company name (as set out in the Certificate of Incorporation of the Company issued by the Registrar of Companies)	
Company Registration Number at Registrar of Companies	
Business Registration Number	
Value Added Tax Number	
TAN	
Registered Office Address	
Registered Office Telephone Number	
Registered Office Fax Number	
Registered Office e-mail address	
Name and contact details of principal contact person	Name: E-mail address: Mobile phone number: WhatsApp:
Name and contact details of other contact person	Name: E-mail address: Mobile phone number: WhatsApp:
Special conditions applicable to the Tour Operator	Special conditions with regard to the scope of collaboration (if any)
	Special conditions with regard to the applicable territory (if any)



Appendix 2 to Collaboration Agreement – TOUR OPERATOR NET RATES