



TOUR OPERATOR AGREEMENT

THIS AGREEMENT IS MADE BY AND BETWEEN:

HOTEL		TOUR OPERATOR	
Commercial Entity	KHI Seychelles 01 LTD trading as Raffles Seychelles	Commercial Entity	NUBA
Owning Company	KHI Seychelles 01 LTD	Address	Velázquez 100, 28006 Madrid
Address	Anse Takamaka, Praslin Republic of Seychelles	Trade Licence	B83850859
Tourism Licence	77394 144568	<u>Representation (duly empowered for the purpose hereof)</u>	<u>Representation (duly empowered for the purpose hereof)</u>
Name	Steven Stefaniuk	Name	Alessandra Girardi
Designation	General Manager	Designation	Product Director
Email	Steven.Stefaniuk@raffles.com	Email	alessandra.girardi@nuba.com
Telephone	+248 4 296791	Telephone	+34 917454745

Hereinafter referred to as “HOTEL”

Hereinafter referred to as the “TOUR OPERATOR”,

Hereinafter referred to individually as a “Party”, and together as the “Parties”.



SCHEDULE 1 APPLICABLE RATES & OFFERS:

Villa Type	Low Season	High Season	Easter Season	Festive Season
	01 Nov 2025 – 23 Dec 2025 09 Jan 2026 – 15 Feb 2026 11 May 2026 – 30 Sep 2026	16 Feb 2026 – 27 Mar 2026 18 Apr 2026 – 10 May 2026 01 Oct 2026 – 31 Oct 2026	28 Mar 2026 – 17 Apr 2026	24 Dec 2025- 08 Jan 2026
Hillside Garden View Pool Villa	1,100	1,300	1,500	1,800
Ocean View Pool Villa	1,300	1,525	1,750	2,100
Panoramic View Pool Villa	1,400	1,625	1,850	2,300
Grand Hillside Garden View Pool Villa	1,700	2,050	2,450	3,000
Grand Ocean View Pool Villa	1,950	2,300	2,700	3,250
Grand Panoramic View Pool Villa	2,250	2,600	3,000	3,550
Two Bedroom Ocean View Pool Villa	3,400	3,900	4,600	5,600
Two Bedroom Beachfront View Pool Villa	3,700	4,300	5,100	6,300
Four Bedroom Pool Residence	6,900	8,100	9,700	12,100

ROOM RATES TERMS AND CONDITIONS

- The currency for all prices, rates, and charges stated in this letter is in EURO.
- The Tourism Environmental Sustainability Levy Fee is not included into contracted rates and will be paid by guests directly upon check-in (SCR 100 per person 13 years and above/per night). This Fee is subject to change by the Government without prior notice, and resort shall not be held responsible for those changes.
- All rates are per Villa per night and inclusive of daily buffet breakfast based on 2 adults and 2 children below 13 years old when staying in Hillside Garden View Pool Villa, Ocean View Pool Villa, Panoramic View Pool Villa and Grand Pool Villas. For 4 adults and 2 children below 13 years old when staying in a Two Bedroom Villa, 8 adults and 2 children below 13 years old when staying in a Four Bedroom Pool Residence.
- All rates are net inclusive of 15% VAT, 10% Service Charge.
- Should the Government either increase or decrease the percentage of fees or any fees collected on room and/or meal rates, or imposed additional taxes/VAT/levies, the Hotel reserves the right to adjust the contract rates accordingly irrespective of the existing contract.
- All rates have to be marked up by minimum 20%.
- A minimum length of stay of 4 nights applies over Festive Season.
- Christmas Eve Dinner and New Year Gala Dinner are compulsory and charges are stated in the Rate Sheet below.
- Contracted Rates and offers stated herewith will apply for the travel period 01st Nov 2025 – 31st October 2027, following the same dates of the seasonality as the current rolling one-year contract period, and will remain valid until a new contract is released.
- Please note that this contract supersedes any previous contracts received or signed.

ARRIVAL AND DEPARTURES

- It is mandatory that the Hotel receives the arrival and departure details besides the guest’s passport details prior to arrival to ensure a smooth arrival/departure experience.
- Special requests (such as villa location etc.) are subject to availability and every effort will be made to accommodate them.



CHECK-IN AND CHECK-OUT

- Check-In time is 03:00 pm local time. Check-Out time is 12:00 pm local time.
- Early Check-in is subject to availability. Guaranteed early check in from 09:00 am will incur in a charge of 50% of the booked nightly rate all year round except for Easter and Festive seasons where a 100% of the booked nightly rate charge applies.
- Late Check-out is subject to availability. Guaranteed late check out until 05:00 pm local time will incur in a 50% charge of the booked nightly rate while beyond 05:00 pm a 100% charge of the booked nightly rate will apply. Above applies all year round except over Easter and Festive seasons when a 100% of the booked nightly rate charge applies.
- Grand Pool Villas, Two Bedrooms Pool Villas and Four Bedroom Pool Residence incur in a charge of 100% of the booked nightly rate all year round for both early check in and late check out.

INCIDENTAL CHARGES

- Unless a master account is established and all charges are guaranteed by a Travel Company, our policy is to preauthorize the guest credit card or collect cash deposit upon check-in at the resort.

GROUP POLICY

- Rates do not apply to groups (10 villas and above). Group rates are available on request. Please contact the resort directly for all group inquiries at Sales.Praslin@raffles.com

COMPLIMENTARY AMENITIES & SERVICES

- Welcome Drink and Welcome Amenity: Enjoy a refreshing welcome drink and welcome amenity upon arrival.
- Concierge Service: Personalized assistance for all your needs, from reservations to recommendations.
- On-Site Boutique: Exclusive shopping experience with a selection of luxury items and souvenirs.
- Private Helipad Access: Quick and private travel options with our helipad.
- Butler Service: Legendary Raffles Butler service ensuring impeccable attention to detail is available for all villa categories to cater to your every need. Please note that the butler service is shared among a select number of villas.

WELLNESS & FITNESS

- Complimentary Spa Access: Unlimited use of our steam room, jacuzzi, sauna, and other spa facilities.
- 24-Hour Fitness Center: Stay fit with round-the-clock access to our fully equipped gym.
- Complimentary Yoga Sessions: Join our yoga classes on select days to rejuvenate your mind and body.
- In-Villa Yoga Mats: Each villa is equipped with yoga mats for private sessions.

ACTIVITIES & RECREATION

- Guided Tours: Enjoy complimentary guided snorkeling tours, hiking tours, and botanical garden tours.
- Non-Motorized Water Sports: Free use of stand-up paddleboards, clear kayaks, and snorkeling gear.
- Poolside Amenities: Refreshing pool amenities served while you relax.
- Outdoor Games: Engage in air hockey, table tennis, foosball, pool, darts, books, chess, and board games in our outdoor games area.

FAMILY & KIDS

- Kids & Baby Welcome Amenities: Special amenities for our young guests.
- Kids Club Access: Complimentary full access for kids aged 4 and above to enjoy fun and educational activities.
- Creative Supplies: Easel and crayons in every villa for art enthusiasts.

DINING & REFRESHMENTS

- Complimentary Tea, Nespresso Coffee, and Filtered House Water: Enjoy premium beverages in your villa.

UNIQUE EXPERIENCES

- Daily Evening Turndown Service: Relax with our thoughtful turndown service every evening.



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- Spring Water Collection: Pure spring water available for all guests.
- On-Site Water Filter System: Ensuring clean and safe drinking water.
- Giant Aldabra Tortoise Feeding: Enjoy a unique experience feeding our resident tortoises.
- Petanque Court: Complimentary use of our petanque court for some leisurely fun.

VILLA OCCUPANCY

Inventory	Villa Type	Maximum Occupancy		Allocation type	Base Rate
		King	2x Double Size Bed		
19	Hillside Garden View Pool Villa	3 Adults & 1 Child OR 2 Adults & 2 Children	3 Adults & 1 Child OR 2 Adults & 2 Children	Free sale	2
31	Ocean View Pool Villa	3 Adults & 1 Child OR 2 Adults & 2 Children	3 Adults & 1 Child OR 2 Adults & 2 Children	Free sale	2
24	Panoramic View Pool Villa	3 Adults & 1 Child OR 2 Adults & 2 Children	3 Adults & 1 Child OR 2 Adults & 2 Children	Free sale	2
2	Grand Hillside Garden View Pool Villa	3 Adults & 2 Children OR 2 Adults & *3 Children	N/A	Free sale	2
3	Grand Ocean View Pool Villa	3 Adults & 2 Children OR 2 Adults & *3 Children	N/A	Free sale	2
3	Grand Panoramic View Pool Villa	3 Adults & 2 Children OR 2 Adults & *3 Children	N/A	Free sale	2
2	Two Bedroom Ocean View Pool Villa	5 Adults & 1 Child OR 4 Adults & 2 children	N/A	Free sale	4
2	Two Bedroom Beachfront View Pool Villa	5 Adults & 1 Child OR 4 Adults & 2 children	N/A	Free sale	4
1	Four Bedroom Pool Residence	9 Adults & 1 Child OR 8 Adults & 2 children	N/A	Free sale	8

SHARING POLICY & FAMILY OFFER

Type	Adult (13 years and over)	Child (0 – 12.99 years)
Third Adult supplement	EUR 250 per person	No supplement

- Child: 0 – 12.99 years (inclusive) free of charge on Bed and Breakfast.
- Maximum of 1 rollaway bed is permitted in Hillside, Ocean and Panoramic King pool Villa, and maximum of 2 in Grand Pool Villas, Two Bedroom Pool Villas and 4 Bedroom Pool Residence.



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- Maximum of 2 children aged up to 12.99 years old may share a Villa with 1 or 2 adults free of charge, utilizing existing room bedding or an extra rollaway.
- Any 3rd child in Grand Pool Villas, Two Bedroom Pool Villas and Four Bedroom Pool Residence is subject to third adult supplement charge regardless the age.
- *Only a child below the age of 7 years can be accommodated as the third child in Grand Villas.
- Sugar Palm Kids Club entrance is free of charge from 4 years old above. 0-3.99 years old need to be supervised by a parent or guardian or in the presence of a babysitter. The Resort can arrange a babysitter at an extra charge of EUR 35 net (taxes included) per hour per child until 9:00pm and EUR 45 net per hour per child after 9:00pm. Additional child up to maximum of 3 children per baby sitter is charged EUR 50 net per child per hour. A 48h advance booking is required for babysitting service. These rates are non-commissionable.
- Cooking class, treasure hunting, tortoises feeding and a full array of additional fun games are included in the kids activities with our compliments.
- In villa kids amenities are provided free of charge. Baby cot is complimentary.

Meal Supplement	Half Board Supplement	Full Board Supplement	Beverage package	Compulsory Christmas Eve Dinner Supplement 24 Dec 2025/2026	Compulsory New Year's Eve Gala Dinner Supplement 31 Dec 2025/2026
Child 0 - 04.99 years incl. sharing double	Free of charge	Free of charge	Free of charge	Free of charge	Free of charge
Child 5 - 12.99 years incl. sharing double	60 Euro	90 Euro	Child 5 - 17.99 years incl. sharing double 77.5 Euro	63 Euro	198 Euro
Adults - 13 years & above	120 Euro	180 Euro	Adults - 18 years & above 155 Euro	126 Euro	396 Euro

- 0 - 4.99: free of charge on Full Board on Kids menu all year round solely whilst dining at restaurant with accompanying adults.
- 5 – 12.99: free of charge on Kids Menu at dinner solely when Free Half Board Offer applies.
- 5 – 12.99: 50% off adults Half Board and Full Board meal plan applies.
- 0 – 12.99 Kids wanting to eat from Adult's A la carte Menu pay full price on consumption.
- Half Board Guests are entitled to dine around at Losean Creole Mediterranean, Curieuse Pan Asian and The Sushi Room restaurants for a 3-course dinner A la carte. In-Villa Dining Tray charge for in Villa Dinning is SCR 380 net per meal.
- Full Board guests are entitled to Pool Bar and Restaurant for lunch on a 3-course menu daily, and at Losean Creole Mediterranean, Curieuse Pan Asian and The Sushi Room restaurants for dinner. In-Villa Dining Tray charge for in Villa Dinning is SCR 380 including taxes and service charge per meal.
- Cooking Class, Destination Dining, Private Dining and Themed Night dinners are NOT applicable to any booked meal plan.
- Meal Plans are based on food only; all beverages are charged on consumption. House still water and house sparkling water is offered while dining on complimentary basis.
- Meal Plans must be purchased for all occupants for the entire stay. No multiple meal plans are allowed.
- Certain selected items which are not included in the meal plans will be clearly mentioned in the menu at a supplement price.
- The resort reserves the right without prior notice to close or to alter concept, operating hours of the food & beverage, or other outlets from time to time depending on hotel occupancy or weather conditions or any other operational issues, and will have no liability in this regard.

BEVERAGE PACKAGE

- Price is per person per day and inclusive of applicable taxes.
- Beverage package can be purchased on top of the meal plan booked.
- Beverage package is only available from 11am to 11pm, in operating restaurants and bars, but does not include in-villa minibar & in-villa dining.
- Beverage package must cover all guests according to the booking and must include the entire duration of the stay.
- Beverages are only served by the glass and are limited to one drink per person at a time.
- Beverage package can only be consumed by the guest who purchased it, and is non-transferable.



- Alcoholic beverages are served to persons above the age of 18 years and above only.
- Any other beverages that are not included in the package will be charged additionally upon consumption.
- The management reserves the right to stop serving alcohol to any guest with intoxicated behaviour or causing disturbance to other guests or employees.
- Beverage package is not applicable for wine dinners, weddings or any other special events and experiences.
- Beverage Package is not applicable during Festive season.
- Drinks included in "Raffles Beverage Package" are subject to change due to availability. The resort will endeavour propose a similar offering.
- The resort reserves the right without prior notice to close or to alter concept, operating hours of the food & beverage, or other outlets from time to time depending on hotel occupancy or weather conditions or any other operational issues, and will have no liability in this regard***.

*****INCLUSIONS OF THE BEVERAGE PACKAGE**

- Mocktails
- Classic Cocktails
- House wines by the glass: sparkling wine, rose wine, white wine, red wine
- Local and Imported Beers
- Spirits: Vodka, Tequila, Rum, Whisky, Gin
- Water, Soft Drinks, Juices
- House Still & House Sparkling Water
- Hot Beverages

TRANSFERS

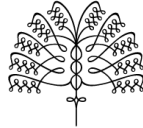
We can assist with helicopter or private plane transfers from Mahe to the Resort private helipad or Mahe airport to Praslin airport.

- Helicopter transfers from Mahe airport directly to the resort helipad are operating from sunrise to sunset from EUR 974 one-way for up to 4 persons & 325 KG including luggage and body weight. Pricing is subject to change without notice hence to be reconfirmed upon booking request.
- Private Chartered Plane from Mahe airport to Praslin Domestic airport are available from EUR 600 one-way for up to 4 persons & 340 KG or EUR 919 one-way for up to 8 persons & 900 KG, including luggage and body weight. Pricing is subject to change without notice.
- Praslin domestic airport to Resort by private car (one way, max 2 adults + 2 children or 3 Adults) is 80 Euro per car including taxes and service charge – One Way (30 min).
- Praslin Jetty to Resort by private car (one way, max 2 adults + 2 children or 3 Adults) is 45 Euro per car including taxes and service charge – One way (15 min).
- Above pricing is subject to change without prior notice hence to be reconfirmed upon booking request. Resort will have no liability in this regard.

PREPAYMENT & CANCELLATION POLICY

Period	Prepayment required	Late Cancellation Charges
Low Season	7 days	100% of accommodation
High Season & Easter Season	21 days	100% of accommodation
Festive Season	30 days	100% of accommodation

- Prepayment is required for the total value of the booking including accommodation and meal supplements within the stipulated time periods. After the cancellation threshold, the prepaid amount will be non-refundable.
- The resort is not able to guarantee accommodation and other services if payment is not provided on time.
- The Operator shall notify the Resort in writing of any cancellation prior to the cancellation period. In the event of late notification, a penalty for late cancellation applies.
- No shows where arrival does not occur on the confirmed arrival date will result in 100% penalty.



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OFFERS

Free Half Board Offer	5 nights minimum length of stay and above Complimentary dinner when staying 5 nights and above
Validity	01 November 2025 – 31 October 2026 (both dates included)
Blackout Period	Festive and Easter Seasons
Room Category	All Villa categories and Four Bedroom Pool Residence
Length of Stay	5 nights and above
Combinable with	All contracted offers and benefits where applicable
Terms and Conditions	Offer applies to extra persons

Kids Go Free	Children 0-12.99 years stay and eat free of charge on any meal plan booked by the parents (BB, HB, FB) on kids' menu that is available in every restaurant while dining at restaurant with accompanying adults regardless the number of children. Children 0 -12.99 years wanting to eat from Adult's A la carte Menu pay full price on consumption. Beverage package when booked by parents: Children 0 - 17.99 free of charge: Still & Sparkling Water, Coca Cola, Diet Coke, Sprite, Fanta, Bitter Lemon, Tonic, Ginger Ale, Apple, Pineapple, Mango, Passion Fruit, Orange Juice, Hot Beverage
Validity	01 November 2025 – 31 October 2026 (both dates included)
Blackout Period	Festive and Easter Seasons
Room Category	All Villa categories and Four Bedroom Pool Residence
Combinable with	Honeymoon offer, Birthday/Anniversary Offer & Free Half Board Offer where applicable
Terms and Conditions	This offer will be applied according to the check-in date. For example: if a guest checks in on March 24 2026, and checks out on April 02 2026, the Kids Go Free offer valid at the time of check-in will apply for the entire duration of the stay

Honeymoon Offer	Honeymoon Villa set-up once per stay Complimentary Bottle of Champagne once per stay 60-minute couple's massage (each person) once per stay
Validity	01 November 2025 – 31 October 2026 (both dates included)
Room Category	All Villa categories and Four Bedroom Pool Residence
Length of Stay	Minimum 4 nights
Combinable with	All contracted offers and benefits where applicable
Terms and Conditions	Honeymoon Offer is applicable provided that dates of travel fall within 6 months of the wedding date. A copy of the wedding certificate is requested at the time of booking to guarantee the offer. The offer only applies to 2 persons. It does not apply when children are sharing the same villa
Birthday and Wedding Anniversary	Villa set-up once per stay Complimentary Birthday/Anniversary cake
Validity	01 November 2025 – 31 October 2026 (both dates included)
Villa Type	All Villa Types and Four Bedroom Pool Residence
Combinable with	All contracted offers and benefits where applicable
Terms and Conditions	Please confirm celebration date at time of reservation

- To enjoy complimentary dinner for the offer "Free Half Board Offer", guests are entitled to dine at either Losean Creole Mediterranean, Curieuse Pan Asian and The Sushi Room for a 3-course dinner A la carte. In-Villa Dining Tray charge for in Villa Dining is SCR 380 including taxes and service charge per meal.
- 5 – 12.99: 50% off adults Half Board and Full Board meal plan applies when ineligible for complimentary dinner (Free Half Board Offer).
- 0 – 12.99 Kids wanting to eat from Adult's A la carte Menu pay full price on consumption.
- Cooking Class, Destination Dining, Private Dining and Themed Night dinners are NOT applicable to complimentary dinner upgrade.



- Meal Plans are based on food only; all beverages are charged on consumption. House still water and house sparkling water is offered while dining on complimentary basis.
- Certain selected items which are not included in the meal plans will be clearly mentioned in the menu at a supplement price.
- Meal Plans must be purchased for all occupants for the entire stay. No multiple plans are allowed.
- The resort reserves the right without prior notice to close or to alter concept, operating hours of the food & beverage, or other outlets from time to time depending on hotel occupancy or weather conditions or any other operational issues, and will have no liability in this regard.

Exclusive Privileges for Two Bedroom Villa Guests (minimum length of stay 4 nights):

Welcome Amenities:

- Champagne, tropical fruit basket, and local treats from our Pastry team upon arrival.
- Personalized welcome note from Management.
- Fresh flower arrangement in the villa.
- Evening turndown amenities.

Villa Features:

- Kitchenette for uninterrupted service by the butler.
- Larger pool size (30sqm), terrace and lounge, perfect for private BBQs or family dinners.

Transportation:

- 24 Hours Buggy service in the Resort.

Check-In/Check-Out:

- Private in-villa check-in and welcome drink upon arrival.
- Early check-in and late check-out (subject to availability).

Dining & Beverage:

- In-villa breakfast or breakfast at Losean restaurant.
- One-time per stay floating tray breakfast.
- One-time per stay Raffles Beach picnic breakfast.
- Personalized mini bar with soft drinks & snacks refillable every day once per day.
- One-time per stay personalized in-villa Chef's Premium BBQ Dinner with a curated menu tailored to guests' preferences.
- One-time per stay wine tasting.

Wellness & Leisure:

- 20% discount on spa treatments including facial.
- Complimentary use of non-motorized watersports (paddleboards, kayaks, etc.).
- Bath drawing service upon request.

Butler Services:

- Dedicated butler for the duration of the stay.
- Pre-arrival communication from the butler to gather preferences and suggest a personalized itinerary.
- Unpacking/packing service, shoe shining, and concierge services.

Laundry:

- Daily laundry service for up to 10 pieces per day.

Complimentary Local Experiences:

- Tortoise feeding experience.
- Private guided snorkelling tour.



Celebration Package:

- For special occasions, guests receive a personalized cake, a bottle of champagne, and in-villa decorations.

Exclusive Privileges for Four Bedroom Pool Residence Guests (minimum length of stay 4 nights):

Welcome Amenities:

- Champagne, tropical fruit basket, and local treats from our Pastry team upon arrival.
- Personalized welcome note from Management.
- Fresh flower arrangement in the villa.
- Evening turndown amenities.

Villa Features:

- 4 Bedrooms - Each with indoor rain showers, deep-soak bathtubs with stunning views, and double walk-in closets.
- Private Pool - Sun loungers, pool lounge pavilion, and a pool (40 SQM Swimming pool - indoor rain shower).
- Bathroom with an indoor rain shower.
- Spacious Terraces - Two terraces featuring an outdoor dining table, swinging chairs, and ample relaxation space.
- Living Spaces - TV/Entertainment room, dining room, and an outdoor garden area.
- Fully Equipped Kitchen - Stocked refrigerators for your convenience.
- Entertainment - 65" TV with lift cabinet in the living room; 55" TVs in each bedroom; iPad with Spotify streaming; Marshall Bluetooth speakers in bedrooms and living room.
- Luxury Amenities - Refrigerated private bars in bedrooms & pool area, complimentary mini bar (soft drinks & snacks), Nespresso & tea facilities.
- Additional Comforts - Yoga mats, art easels & sketch pads, and a sofa-bed suitable for adults or children.

Transportation:

- 24 Hours Buggy service in the Resort.

Check-In/Check-Out:

- Private in-villa check-in and welcome drink upon arrival.
- Early check-in and late check-out (subject to availability).

Dining & Beverage:

- In-villa breakfast or breakfast at Losean restaurant.
- One-time per stay floating tray breakfast.
- Personalized mini bar with soft drinks & snacks refillable every day once per day.
- One-time per stay personalized in-villa Chef's Premium BBQ Dinner with a curated menu tailored to guests' preferences.
- One-time per stay Private Cinema Experience with Movie of your choice, Lounge setup, Butler service, Flow of popcorn and fruit skewers.
- One-time per stay cooking class.
- One-time per stay wine tasting.

Wellness & Leisure:

- 20% discount on spa treatments including facial.
- Complimentary use of non-motorized watersports (paddleboards, kayaks, etc.).
- Bath drawing service upon request.

Butler Services:

- Dedicated butler for the duration of the stay.
- Pre-arrival communication from the butler to gather preferences and suggest a personalized itinerary.
- Unpacking/packing service, shoe shining, and concierge services.

Laundry:

- Daily laundry service for up to 16 pieces per day.



Complimentary Local Experiences:

- Tortoise feeding experience.
- Private guided snorkelling tour.

Celebration Package:

- For special occasions, guests receive a personalized cake, a bottle of champagne, and in-villa decorations.



WHEREAS:

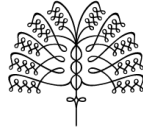
- A.** The Tour Operator is a company which buys hotel rooms from providers of accommodation services like the HOTEL to resell them to its clients composed of travel agents or/and end clients that make accommodation services available both online and offline in a package for booking by guests traveling for leisure purposes.
- B.** In this context, the Parties consider it is in their mutual interest to establish a business relationship under which the Tour Operator would purchase hotel rooms offered by the HOTEL to resell them to clients who resell the Accommodation Services to guests as part of a package.
- C.** The purpose of this agreement is to define the terms and conditions of the relationship to be entered into by the HOTEL and the TOUR OPERATOR (the "**Agreement**").

IT IS THEREFORE AGREED AS FOLLOWS

- 1.** DEFINITIONS AND INTERPRETATION
- 1.1.** Definitions

The following terms shall have the meaning ascribed to them below:

Accommodation Service	designates the service sold by the HOTEL to the TOUR OPERATOR to be packaged, at a price which includes the room night and the terms and conditions attached to the relevant Accommodation Service. The HOTEL shall decide the terms and conditions attached to each Accommodation Service (including dates of stay, check-in and check-out times, restrictions, modification and cancellation policies, bed type, number of guests, breakfast). In particular, it is agreed between the Parties that Accommodations Services must be sold to the end-users as part of a Package.
Affiliate	means, with respect to any Party, another party directly or indirectly Controlling, Controlled by or under common Control with such Party.
Agreement	has the meaning ascribed to it in paragraph C of the recitals.
Booking	means a booking of Accommodation Services bought by Guests as part of a Package through the TOUR OPERATORS's, the Affiliates' and/or the Clients' Distribution Channels.
B2C rates	designate the prices of the Accommodation Services exclusively sold by the HOTEL directly to the Guests through its web direct or through other means specifically chosen by the HOTEL such as Online Travel Agencies. B2C rates can also be named room only, standalone or unpackaged rates.
B2B rates	as opposed to B2C rates, B2B rates designate the prices of the Accommodation Services sold by the HOTEL to professional clients (mainly but not limited to Wholesalers, tour operators, DMCs) on the basis that they will resell those Accommodation Services to the Guests as part of a Package, either directly or through other professional Clients. B2B rates can also be named packaged rates.
Client	means the tour operators and travel agencies and other travel operators which buy Accommodation Services to the TOUR OPERATOR to resell them to the Guests as part of a Package.
Confidential Information	has the meaning ascribed to it under Article 20.1.



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Control	means the control of (i) more than 50% of the voting power to elect the directors or the members of any management body of a relevant entity, or (ii) ownership of more than 50% of the ownership interest in a relevant entity.
Effective Date	means the date of entry into force of the Agreement
Force Majeure Event	means an event beyond the control of one Party, which could not reasonably have been foreseen and which effects cannot be avoided by appropriate measures, preventing this Party from performing its obligations performed under this Agreement.
Guarantee	has the meaning ascribed to it in <u>Schedule 5</u> .
Guest	means the end customer who makes a Booking on an individual basis as part of a Package for leisure purposes in accordance with this Agreement, provided that the end customer is a natural person.
Incidental Local Charges	means any city, state, local or national accommodation taxes, levies, surcharges, duties, and other mandatory local charges applicable under local laws or regulations to accommodation services, which are not required under applicable laws to be included in the information related to amounts payable to be communicated to the Guests at the time of booking.
Intellectual Property	means all intellectual property rights (whether registered or unregistered and existing anywhere in any jurisdiction) such as trademarks, trade names, designs, patents, copyrights, domain names, sub-domain names, protection conferred to software and database rights, forming part of and used in connection with the Parties' respective businesses.
Losses	has the meaning ascribed to it under Article 16.1.
New Brand	has the meaning ascribed to it under Article Error! Reference source not found.
No Show	means the situation where a Guest who has made a Booking does not show up without having cancelled his reservation in accordance with the cancellation rules attached to the Accommodation Service.
Package	means a combination of (i) Accommodation Services made available to the TOUR OPERATOR by the HOTEL under this Agreement and (ii) at least one other travel service (such as flight, train, boat, carriage of passengers, rental of cars or any other tourist service) for the purpose of the same trip or holiday if the Accommodation Services (including breakfast) account for 25% or more of the value of the combination and the combination is booked as a whole by the Guest.
Hotel Description	means data pertaining to the HOTEL including details of the Property, hotel, rooms and venue descriptions (such as facilities, attractions, services and amenities), terms and conditions of the Accommodation Services, photographs and any other promotional media such as video, cancellation policies, geo codes and star ratings listed by the HOTEL that are made available to the TOUR OPERATOR and its Affiliates in accordance with this Agreement.
Room Price	means the price paid by the TOUR OPERATOR to the HOTEL for Accommodations Services, which might include or exclude, as applicable (where payable by the TOUR OPERATOR), the Taxes and other Incidental Local Charges. The HOTEL shall decide the terms and conditions attached to each Room Price (including



restrictions, modification and cancellation policies, bed type, number of Guests, breakfast).

Specific Marks

means any term which is the same as or confusingly similar to any trade name, trademark, domain name, sub-domain name or term that distinguishes the HOTEL or the HOTEL products and services from its competitors or any distinctive name identifying the HOTEL or the HOTEL products and services, that the TOUR OPERATOR knows or should reasonably know belongs or is related to the HOTEL.

Taxes

means any taxes, levies, imports, duties, charges, fees or withholding taxes (including value added tax goods and services tax (GST)) of any nature now or hereafter imposed by any governmental, fiscal or other authority.

Term

has the meaning ascribed to it under Article 12.1.

Wholesaler

designates a bed bank which purchases room inventory from hotels and onward distributes it, with a mark-up, to other partners who package: tour operators/connected tour operators, travel agents, DMCs.

1.2. Interpretation

The Parties agree that the provisions contained in the recitals form an integral part of the Agreement. Except as otherwise expressly set forth herein, all references to a number of days shall be to calendar days.

2. PURPOSE

- 2.1. This Agreement defines the terms and conditions on which the HOTEL on its own behalf, appoints the TOUR OPERATOR to resell the Accommodation Services to other travel entities that package those Services.
- 2.2. No exclusivity is granted to either Party under this Agreement.
- 2.3. The HOTEL shall have sole control over the number and type of Accommodation Services sold to the TOUR OPERATOR and its Affiliates pursuant to this Agreement in line with its own revenue management strategy and internal policies. In particular, nothing in this Agreement shall oblige the HOTEL to provide last room availability or any kind of price or condition parity to the TOUR OPERATOR, its Affiliates and Clients.

3. SCOPE

- 3.1. The TOUR OPERATOR, its Affiliates and Clients shall not be entitled to act in the name or on behalf of the HOTEL in any manner, for any purpose, except as expressly set forth in this Agreement.
- 3.2. This Agreement does not define the terms and conditions applicable to the distribution of Accommodation Services made available to groups or to corporate customers travelling for business purposes, for which different terms and conditions apply in line with ACCOR's distribution strategy and internal policies.

4. DUTIES OF THE TOUR OPERATOR

- 4.1. During the term of this Agreement, as a condition of ACCOR supplying Accommodation Services in accordance with this Agreement, the TOUR OPERATOR shall (and, where relevant, shall cause its Affiliates and Clients to):
 - i. Make all its best efforts to look after the HOTEL's interests in good faith, resell the Accommodation Services dutifully with the goal of maximizing the number of Bookings and enhancing the goodwill of the HOTEL;
 - ii. Transfer to its Affiliates and Clients, and regularly update the information related to the Accommodation Services (e.g., the HOTEL Description, the terms and conditions, room availability as well as the standard accommodation rules and policies of the HOTEL as further described in **Schedule 2**) as originally entered by the relevant HOTEL into any other tool made available to the TOUR OPERATOR by the HOTEL.
 - iii. Not disadvantage the HOTEL (e.g. with deterioration of the HOTEL Description) and avoid content inconsistencies and double bookings;



- iv. Ensure in its relationship with its Clients that Accommodation Services sold to the TOUR OPERATOR and its Affiliates by the HOTEL under this Agreement are ultimately exclusively booked as part of a Package by Guests travelling for leisure purposes;
 - v. Refrain from acting as a Wholesaler as ACCOR reserves the right to designate up to 5 exclusive Wholesalers to resell the Accommodation Services on wholesale market;
 - vi. Ensure that Bookings are limited to individual bookings (*i.e.*, one or multiple bookings of less than ten (10) rooms in total) and shall not be distributed to groups (*i.e.*, one or multiple bookings of more than ten (10) rooms in total) to which different terms and conditions apply;
 - vii. Respect and have its Affiliates and/or Clients respect the terms and conditions attached to each Accommodation Service. In particular, as Accommodation Services must be sold by the TOUR OPERATOR to its Affiliates and/or Clients to be packaged in consideration for Accor's exclusivity to distribute standalone/unpackaged rates, the TOUR OPERATOR must ensure that its Affiliates and/or Clients sell them to the Guests as part of a Package. In that regard, the TOUR OPERATOR acknowledges and agrees (i) that Participating Properties' Accommodation Services shall be made available exclusively as part of a Package and (ii) that the individual price of the Accommodation Services shall under no circumstances, be disclosed or made apparent to Guests or to the public, directly or indirectly, other than expressly set forth under this Agreement. As a result, the TOUR OPERATOR shall ensure that its Affiliates and/or Clients do not disclose the individual price of the Accommodation Services sold as part of a Package to Guests or to the public, directly or indirectly, other than expressly set forth under this Agreement.
The TOUR OPERATOR will bear the responsibility of enforcing such obligation in its contracts with its own Affiliates and/or Clients. In case of a breach of this prohibition to unpackage the Accommodation Services, the HOTEL may give the TOUR OPERATOR notice by email identifying the issue and requesting to take all necessary steps to bring an immediate and complete end to this infringement so that the violation be remedied to the satisfaction of the HOTEL within seventy two (72) hours after the TOUR OPERATOR's receipt of the HOTEL's notice by email.
If the breach is not remedied in accordance within this delay, the HOTEL shall be entitled to impose to the TOUR OPERATOR a penalty up to 500€ per identified breach, and ultimately to partly or fully suspend or terminate the present Agreement. The HOTEL also reserve the right to act directly against the TOUR OPERATOR's Affiliates and/or Clients which sold the Accommodation Services outside of a Package.
Comply and ensure its Clients comply with applicable national and local laws and regulations relating to their activity and in particular the online payment services, and all relevant consumer protection laws;
 - viii. Provide the HOTEL with performance reports (distinguishing *inter alia* performance by country, domestic/outbound flows, corporate/leisure customers) on a monthly basis; these reports shall detail the production with the room nights, revenue, length of stay, point of sale, content score, fair share comparisons and other relevant statistics as defined by the HOTEL, over a 12-month rolling basis.
- 4.2. The TOUR OPERATOR will choose this agreement or the exclusive Wholesalers appointed by ACCOR as its preferred sourcing channels to buy the Accommodation Services.
- 4.3. Any violation by the TOUR OPERATOR, its Affiliates or Clients of any of the foregoing shall be deemed a material breach of this Agreement which could be terminated by the HOTEL under the conditions set forth in Article 13.2. The foregoing shall not limit any other right or remedy of the HOTEL available under this Agreement, or any right or remedy that the HOTEL may be entitled to pursue, independent of this Agreement, directly against the Clients. In particular, the foregoing shall not limit the right of the HOTEL to claim full indemnification for any Losses suffered by the HOTEL arising from a breach of this clause, including any amount paid by the HOTEL to a Guest as a result of the inconsistency between the room availability and/or information provided to the Guest and on any tool made available to the TOUR OPERATOR by the HOTEL.

5. DUTIES OF THE HOTEL

- 5.1. During the term of this Agreement, the HOTEL, as the case may be, shall:
- i. Ensure that the HOTEL Description is accurate, up-to-date and not misleading;
 - ii. Honor any Booking validly completed through the TOUR OPERATOR's Distribution Channels in accordance with the terms of this Agreement;



iii. Ensure that all services, facilities and amenities as offered or advertised by the HOTEL shall be made available to Guests (except in case of temporary construction or restoration works or a Force Majeure event as described in Article 13). In such case, the HOTEL shall provide a written notification to the TOUR OPERATOR of:

- a) any HOTEL's withdrawal or intended withdrawal of services, facilities or amenities;
- b) any building or public work carried out in the immediate vicinity of a Participating Property (including, without limitation, any refurbishment, renovation or other operation which may significantly affect the quality of a Guest's stay);

with a view to enabling the TOUR OPERATOR to promptly inform its Clients and ultimately the Guest prior to travel and give the Guest the option to book an alternative accommodation, as the case may be.

iv. Comply with applicable national and local laws and regulations relating to Accommodation Services, including all relevant consumer protection laws, fire, health and safety regulations.

5.2. Any violation the HOTEL, as the case may be, of any of the foregoing shall be deemed a material breach of this Agreement.

6. BOOKING PROCESS

6.1. Upon each Booking, the TOUR OPERATOR shall send to the HOTEL a Booking request of Accommodation Services either in writing (by email or fax).

6.2. Upon each Booking, the TOUR OPERATOR shall ensure that the ultimate seller of the Accommodation Services to the Guest (the "Seller") issue to the Guest a voucher or a Booking confirmation as the case may be, corresponding to Accommodation Services booked in the HOTEL pursuant to this Agreement. The voucher or the Booking confirmation shall specify for each Booking (without limitation): (i) the corporate name of the Seller and its local legal ID, (ii) the number of Guests, (iii) their names, (iv) the number of rooms, (v) the Guests' check-in date, (vi) the Guests' check-out date, (vii) the number of nights booked, (viii) the name of the HOTEL, and (ix) the type of services covered.

6.3. The TOUR OPERATOR shall submit to the HOTEL a sample voucher or a Booking confirmation for prior approval.

6.4. Vouchers or Booking confirmations shall be presented at the HOTEL reception desk by the Guest upon check-in. Failure to do so shall result in the Guest being charged by the HOTEL for the full amount of the service at the public rate to be paid by the Guest before check-out.

7. BOOKING CONDITIONS

7.1. Unless the HOTEL sets specific terms and conditions, a Booking can be cancelled at no cost, provided that the written cancellation reaches the HOTEL as per cancellation policy of the hotel before the Guest's check-in date. Thereafter, Bookings that have not been cancelled are deemed confirmed, regardless of the time of arrival of the Guests.

7.2. The TOUR OPERATOR shall ensure that its Clients and ultimately the Guests have permanent access to all the terms and conditions applicable to the Booking including the conditions under which vouchers or Booking confirmations are to be issued and used by the Guests as well as modification and cancellations policies.

7.3. If the HOTEL is unable to honour a Guest's reservation due to a Force Majeure Event, or an exceptional event, the Participating Property reserves the right to relocate and transport the Guest to alternative accommodation of equivalent quality in the immediate area. If needed and from time to time, the HOTEL may solicit the TOUR OPERATOR's assistance or its Client's assistance to relocate the Guest in accordance with the HOTELS' rules. In any case, the TOUR OPERATOR must obtain the HOTEL's prior approval before validating the final relocation. In case of relocation as described in this paragraph, the reasonable expenses relating to the transfer (additional cost of the rooms, transportation and a phone call) between the two hotels shall be payable by the HOTEL in accordance with



the existing standard procedure of the HOTEL, and shall not be liable to pay any other compensation whatsoever to any party.

8. PAYMENTS

8.1. For each Booking completed in accordance with this Agreement, the HOTEL will issue an invoice of an amount corresponding to the price of the corresponding Accommodation Service. An invoice may combine all amounts due with respect to the Accommodation Services rendered under all given Bookings completed during a relevant period of time.

Full invoicing address of the TOUR OPERATOR:
Company name / Contact Department: NUBA
Address: Velázquez 100, 28006 Madrid
Postal code / City / Country: SPAIN
Invoice email: alessandra.girardi@nuba.com

Invoicing frequency (if applicable): daily or per stay/voucher, weekly recap, etc.

8.2. If a Virtual Credit Card is not available to the Participating Property:

- i. the TOUR OPERATOR shall send a Booking request or confirmation based on availability provided by the HOTEL to the TOUR OPERATOR via an agreed upon Booking procedure;
- ii. Any invoice shall be paid 30 days after invoicing date. No discount shall be granted for early payment;
- iii. only bank transfers shall be accepted for the settlement of invoices and down payments with specification of the invoices settled. Bank charges associated with the settlement of invoices shall be borne by the TOUR OPERATOR. Any other means of payment proposed by the TOUR OPERATOR instead of bank transfer (*e.g.*, cheques issued by a bank established in the country in which the event takes place) is subject to prior approval in writing by the HOTEL. Bills of exchange and cheques not issued by a bank established in the country in which the HOTEL is located shall not be accepted as a method of payment.
- iv. In the event of non-payment by the contractual due date, late payment penalties shall be due from the day after the invoice due date at the rate of 15% applied to the total invoice amount all Taxes and Incidental Local Charges included. In addition, a lump sum penalty of 40 Euros excluding VAT per amount receivable shall be payable from the day after the invoice due date to which shall be added an additional penalty covering all the costs incurred for legal process.

In the absence of payment within a period of five (5) days after the deadline for payment has expired, the HOTEL shall have the right to change the payment terms, the pre-payment becoming mandatory to allow the continuation of the Agreement.

8.3. The Parties further agree that:

- i. The payment currency used by the TOUR OPERATOR shall be the same as the Booking currency;
- ii. Guests shall be responsible for all Incidental Local Charges and any other extra expenses ordered and/or consumed by the Guests (such as, telephone, minibar, *etc.*) to be settled directly with the Participating Property;
- iii. In case of non-payment of any amount that might be due by the Guest to the HOTEL under this Agreement, the TOUR OPERATOR shall make its best efforts and cause its Affiliates and/or Clients to assist the HOTEL in obtaining payment from the Guest;



- 8.4. In the event of a No-Show, in the absence of a cancellation in accordance with the terms and conditions attached to the Accommodation Service or in case of late cancellation, the HOTEL will not honor the Booking if the Guest arrives after the cancellation deadline unless otherwise agreed by the HOTEL, and:
- i. As regards non-refundable rates, the TOUR OPERATOR shall still pay to the HOTEL an amount equal to the price of the first night of the Guest's stay, except otherwise specified by the HOTEL and irrespective of its potential agreements with its Affiliates and/or Clients on that matter;
 - ii. As regards non-refundable rates, the HOTEL shall retain, as a deposit (*arrhes*) (within the meaning of articles 1590 of the French Civil Code and L 214-1 of the French Consumer Code), the total of the sums paid by the Guest at the time of its Booking, irrespective of the terms and conditions of the TOUR OPERATOR or of the Seller.
- 8.5. The HOTEL shall inform in advance the TOUR OPERATOR of the applicability of any mandatory Taxes and Incidental Local Charges so that the TOUR OPERATOR may advise its Affiliates and/or Clients and have ultimately the Guests informed of the applicability thereof.
- 8.6. The HOTEL and the TOUR OPERATOR will cooperate reasonably and in good faith in the determination and administration of each Party's tax responsibilities (collection, fulfilment, payment, withholding, remittance, etc.). Under no circumstances, the HOTEL and the TOUR OPERATOR shall recharge any cost related to the digital services tax via a gross-up on the payment invoiced or by other means.

9. FINANCIAL GUARANTEES

In order to secure payment by the TOUR OPERATOR of all amounts due under this Agreement, the Parties shall agree on the terms and conditions of financial guarantees as set forth in Schedule 5.

10. REPRESENTATIONS AND WARRANTIES

- 10.1. Each Party warrants to the other Party that the representations and warranties contained in this Article are, insofar as it is concerned, accurate as at the Effective Date or on such other date or period stated under this Agreement.
- 10.2. The TOUR OPERATOR represents, warrants and covenants to the HOTEL that:
- i. it shall secure or has secured all permits, licenses, patents, consents, regulatory approvals and registrations required to perform its obligations under this Agreement;
 - ii. it shall perform its obligations under the Agreement in a timely and professional manner using state-of-the-art technology and competent personnel having expertise suitable to their assignments;
 - iii. it shall, at its own expense, comply with all applicable laws, rules, guidelines and regulations governing the performance of its obligations under this Agreement, and in particular, to the extent applicable, with Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements and all relevant implementations of it and any other current or future laws relating to package travel;
 - iv. it has implemented commercially reasonable measures in line with industry standards to prevent any services relating to the TOUR OPERATOR System and Connectivity from including or interacting with malware, viruses, worms, Trojan horses, bots (*e.g.*, bots that artificially raise click rates), and other harmful code, to the extent applicable.
- 10.3. Each Party represents, warrants and covenants for itself to the other that:
- i. it has the authority to enter into and perform this Agreement;



- ii. it is not insolvent (*en état de cessation des paiements*) or subject to any safeguard (including accelerated safeguard), bankruptcy, liquidation or equivalent proceedings under any applicable insolvency law, including any procedure that aims to prevent or resolve business difficulties (*prévention et règlement amiable des difficultés des entreprises*);
- iii. its execution, delivery and performance of this Agreement and provision of the relevant services under this Agreement does not violate any agreement to which it is a party or violate any laws, rules, guidelines and regulations or governmental orders;
- iv. neither the entry into nor the performance of this Agreement constitutes or triggers or will constitute or trigger (i) a violation of any term or provision of the by-laws or equivalent constitutional documents of such Party; or (ii) a violation of, or a default under, any agreement binding upon such Party; or (iii) a violation by such Party of any applicable law or governmental authorization applicable to such Party or any of its assets, other than, for (ii) and (iii), any violation or default which would not impair its ability to perform its obligations under this Agreement;
- v. any obligation performed under this Agreement shall be provided in a diligent, workmanlike manner in accordance with industry standards applicable to the performance of such services. Notwithstanding any other provision in this Agreement, in the event that either Party fail to conform at any time to the above warranties, upon the other Party's request, such Party must, without charge, promptly cure the cause of such failure.
- vi. it complies with rules laid down in Schedule 4.

10.4. The foregoing shall apply, where relevant, to the TOUR OPERATOR, its Affiliates and Clients.

11. CONTACT WITH PROPERTIES

The TOUR OPERATOR agrees that the TOUR OPERATOR, its Affiliates and Clients shall not contact any Participating Properties regarding incentives, special offers, promotions and market initiatives related to such initiatives, special offers or promotions unless specifically approved by ACCOR in writing; in that case, the TOUR OPERATOR shall instead forward such exchange to ACCOR, which shall be responsible for contacting the concerned Participating Properties, as it deems appropriate.

12. TERM - TERMINATION

12.1. Term

The term of this Agreement is valid from 01/11/2025 until 31/10/2026 (both inclusive).

12.2. Termination

Unless otherwise provided herein, any Party or otherwise specified, may terminate the Agreement:

- i. at any time upon ninety (30) days prior notice before the expiration date of the Agreement;
- ii. in the event of a material breach by the other Party of its obligations set forth under this Agreement that has not been remedied within thirty (30) days of receiving notice of such breach, with immediate effect upon notice stating the absence of remediation; furthermore, the HOTEL shall be entitled to partly or fully discontinue access with immediate effect and without notice for so long as the material breach has not been remedied by the TOUR OPERATOR to the HOTEL's satisfaction;
- iii. in the event the TOUR OPERATOR and the HOTEL have not agreed to the terms of the Guarantee in accordance with Schedule 5 within sixty (60) days of the Effective Date, the HOTEL shall be entitled to terminate the Agreement with a fifteen (15) day-notice;



- iv. in the event of a change of Control of the TOUR OPERATOR or its Affiliates within one (1) month of such change of Control with a thirty (30) day-notice;
- v. in the event of an unauthorized assignment of this Agreement by the TOUR OPERATOR, with immediate effect and without prejudice;
- vi. in the event of failure to comply with Article 18 by the TOUR OPERATOR, with immediate effect from the date of notification and without prejudice.

Termination of this Agreement shall not affect any rights, remedies or obligations of the Parties that have accrued or become due prior to Termination.

The Parties further agree that:

- i. Expiration or Termination of this Agreement between the HOTEL and the TOUR OPERATOR shall automatically cause the Agreement to expire or terminate (as applicable) as to the HOTEL unless otherwise agreed by the Parties;

Termination of this Agreement shall not affect the provisions of Article 20.1 (*Confidentiality*) which shall remain in force after such termination pursuant to their terms. Upon Termination of this Agreement, each Party shall destroy all of the other Party's Confidential Information that such Party may have in its possession or control, upon the other Party's request.

The rights, duties and responsibilities of the Parties shall continue in full force and effect during any termination notice period unless otherwise instructed by the HOTEL in writing. In particular, the HOTEL shall honour any Booking completed in accordance with this Agreement prior to Termination of this Agreement.

13. FORCE MAJEURE

13.1. Force Majeure Event between the HOTEL and the TOUR OPERATOR

Neither Party shall be liable in case of a failure to perform or a delay in the performance of its obligations hereunder due to a Force Majeure Event which was unforeseeable at the execution date of this Agreement.

The Party affected by the Force Majeure Event shall notify the other Party as soon as reasonably possible of the occurrence of the Force Majeure Event in accordance with Article 21.3 herein. Such notice shall detail how the Force Majeure Event prevents the performance of its obligations hereunder.

As from the occurrence of said notification, the Parties' respective obligations shall be suspended during the time of the Force Majeure Event, and neither Party shall incur any liability in this regard. However, in any event, the affected Party shall make its best efforts to mitigate the effects of such Force Majeure Event.

In any event, each Party shall bear all its own expenses resulting from the occurrence of the Force Majeure Event.

13.2. Force Majeure Event between the HOTEL and a Guest

The HOTEL or a Guest shall not be liable in case of a failure to perform or a delay in the performance of its obligations hereunder due to a Force Majeure Event which was unforeseeable at the time of the Booking.

In any event, for any Booking, if the TOUR OPERATOR, its Affiliates and/or its Clients have granted additional rights to the Guest than granted by the HOTEL under the Booking, the HOTEL shall not be held responsible in that respect. In such case, the TOUR OPERATOR, its Affiliates and/or its Clients will bear full responsibility of this additional warranties and rights granted to the Guest. In any case, the TOUR OPERATOR, its Affiliates and/or its Clients are not authorized to and shall not determine whether a Force Majeure Event has occurred in relation to a Booking in the name or on behalf of the HOTEL and/or a Guest, such determination being left to the HOTEL's sole discretion. In this regard, should the HOTEL and/or a Guest invoke a Force Majeure Event in relation to a Booking, the TOUR OPERATOR, its Affiliates and/or its Clients shall only convey any exchanges of information related thereto to the HOTEL and/or the Guest.

Any breach of the foregoing by the TOUR OPERATOR, its Affiliates and/or its Clients shall be at their entire responsibility and they should indemnify the HOTEL of any and all costs incurred in this regard.

If a Participating Property is unable to honour a Guest's reservation due to a Force Majeure Event, or an exceptional event, the Participating Property reserves the right to relocate and transport the Guest as set forth in Article 7.3 herein.



14. INTELLECTUAL PROPERTY

14.1. License

- 14.1.1. The HOTEL invests heavily in brand-building, including by investments in broad scale advertising and customer service, in order to maintain the consistency of its distribution network and the quality image of its Accommodation Services and brands, to avoid consumer confusion as to source and affiliation and to acquire or preserve a reputation capable of attracting Guests and retaining their loyalty. As a result, the HOTEL actively protects its Intellectual Property, including the Specific Marks, from infringement and dilution both offline and online, either directly or indirectly.
- 14.1.2. Against that background, the HOTEL hereby grants to the TOUR OPERATOR a non-exclusive, non-transferable, worldwide, royalty-free license, to use, display and publish the HOTEL Intellectual Property, including the names, logos, trademarks, images and other intellectual property rights from the HOTEL websites, the HOTEL Description or provided by the HOTEL (including photographs), solely with a view to allow the TOUR OPERATOR to perform its obligations under this Agreement.
- 14.1.3. The TOUR OPERATOR is authorized to sublicense the HOTEL Intellectual Property solely to its Affiliates and Clients and under the same terms and conditions of this Agreement.
- 14.1.4. Such license shall be subject to generally applicable HOTEL Intellectual Property guidelines as amended from time to time and shall expire immediately upon termination of the Agreement.
- 14.1.5. Subject to Article 20.1 (*Confidentiality*), the TOUR OPERATOR shall not use or disclose any of the trade secrets, algorithms, inventions, or technology revealed or embodied by the HOTEL and/or the HOTEL Description, except as is strictly necessary and proper to perform its obligations under this Agreement.
- 14.1.6. Notwithstanding the license rights expressly granted to the TOUR OPERATOR, nothing in this Agreement shall give either Party any right, title or interest in or to the other Party's Intellectual Property. Neither Party shall register any trade names, trademarks or domain names containing any of the other Party's Intellectual Property.
- 14.1.7. The TOUR OPERATOR acknowledges and agrees that any information, data, content, materials, website terms and conditions, policies or guidelines provided by the HOTEL or by any third party at the direction of the HOTEL in connection with this Agreement, and any other Intellectual Property owned by the HOTEL uploaded or otherwise published via digital media by any recipient of a web page, advertisement or other content related to the HOTEL, are the HOTEL's sole and exclusive property.

14.2. Advertising

- 14.2.1. In accordance with Article 14.1.1, the HOTEL, in its own name, instructs the TOUR OPERATOR to ensure (and the TOUR OPERATOR shall cause its Affiliates and Clients) that no advertisement, promotional or marketing item, material or action designed and/or displayed in relation with the HOTEL's products and services beyond the necessary use to designate the HOTEL, offline and/or online, shall reproduce, use or benefit from a Specific Mark unless jointly approved in writing with the HOTEL.
- 14.2.2. The TOUR OPERATOR shall ensure that any use of the HOTEL's Intellectual Property, if any, by the TOUR OPERATOR, its Affiliates and Clients shall not substantially interfere with HOTEL's own use of its Intellectual Property to acquire or preserve a reputation capable of attracting customers and retaining their loyalty, and the TOUR OPERATOR, its Affiliates and Clients shall not take unfair advantage of the distinctive character or repute of HOTEL's Intellectual Property nor engage in any advertising which would be detrimental to such distinctive character or repute.
- 14.2.3. As a result, the TOUR OPERATOR shall (i) use (and shall cause its Affiliates and Clients to use) HOTEL's Intellectual Property (including any Specific Mark) in relation to any form of online targeted advertising services, including any paid search advertising services, provided that HOTEL' has given its prior written approval to use or bid on Specific



Marks, to target a well-identified public in a number of countries and for a specific period of time in a manner consistent with ACCOR's distribution strategy and legitimate business interests.

- 14.2.4. Notwithstanding the foregoing, nothing in this Agreement shall prevent the effective use of the internet or of any entire online advertising channel by the TOUR OPERATOR, its Affiliates and Clients to promote and market online the HOTELS' Accommodation Services. In particular, nothing in this Agreement shall prohibit the TOUR OPERATOR, its Affiliates and Clients from bidding on and/or purchasing keywords for reasons unrelated to their obligations under this Agreement, including (i) bidding on and/or purchasing keywords that pertain to geographical destinations, (ii) bidding on and/or purchasing keywords that will be used in a descriptive or generic manner, (iii) bidding on and/or purchasing keywords or using ad text that is unrelated to the HOTEL's products or services which happen to be a duplication of any portion of HOTEL Intellectual Property or (iv) bidding on and/or purchasing keywords or using ad text related to third party marks which happen to be a duplication of any portion of the Specific Marks provided that the ad text is unrelated to the HOTEL's products or services.
- 14.2.5. Any violation by the TOUR OPERATOR, its Affiliates and/or Clients, as the case may be, of any the foregoing shall be deemed a material breach of this Agreement.

15. PERSONAL DATA PROTECTION

- 15.1. In this section, the terms "Personal Data", "Data Subject", and "Data Controller" shall have the meanings set forth in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter, the "GDPR").
- 15.2. The distribution of Participating Properties through the TOUR OPERATORS'S Distribution Channels implies the collection and the processing of Personal Data pertaining to Guests by the TOUR OPERATOR, its Affiliates and/or Clients, the HOTEL, as respectively described in the TOUR OPERATOR's privacy policy and in the ACCOR data protection charter (<https://all.accor.com/security-certificate/index.en.shtml>).
- 15.3. In connection with the performance of their respective obligations under this Agreement, the TOUR OPERATOR, the HOTEL are not entering into a relationship of joint controllership regarding Personal Data. Each entity solely determines the purposes and means of the data processing needed to pursue their respective commercial activities.
- 15.4. Consequently, the TOUR OPERATOR, the HOTEL (each acting as an independent Data Controller) undertake to process and transmit Personal Data only in compliance with all data security and data protection laws applicable to it, in particular the GDPR. To this end:
- i. each Data Controller undertakes to personally file the statements, notices or applications for authorization or to keep the records of processing activities for which it is responsible and which may be required under applicable law;
 - ii. each Data Controller undertakes to process Personal Data lawfully, fairly and in a transparent manner in relation to the Data Subject and to collect Personal Data for specified, explicit and legitimate purposes;
 - iii. each Data Controller undertakes to process Personal Data which are adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed and to keep such data accurate and up to date;
 - iv. each Data Controller recognizes that each Data Subject has the possibility of effectively exercising his/her rights of access to, rectification, cancellation of his/her Personal Data and opposition to the use of his/her Personal Data and implements free and straightforward procedures to this end; each Data Controller undertakes to communicate to the other any request it may directly receive from a Data Subject who wishes to exercise his/her rights to access, rectify, cancel or oppose the use of Personal Data relating to him/her and that makes express reference to one other Data Controller;



- v. each Data Controller undertakes not to keep Personal Data in a form which permits identification of Data Subjects for longer than is necessary for the purposes for which the data were collected or for which they are further processed;
- vi. each Data Controller agrees that it has in place and will maintain, or will establish and maintain, adequate security procedures and controls to prevent the unintended disclosure of, and the unauthorized access to or misappropriation of, any Personal Data or information of any Guest.

16. INDEMNIFICATION

16.1. TOUR OPERATOR Indemnification

Subject to Article 16.3, the TOUR OPERATOR shall defend, indemnify and hold harmless HOTEL, their Affiliates and respective officers, directors, employees and shareholders from and against (and pay the full amount of) all third party claims, demands, suits, causes of action, judgments, liabilities, costs, losses and expenses (including reasonable attorneys' fees) (collectively, "**Losses**"), which any of them may suffer, incur or pay out, in whole or in part, to the extent by reason of, or to the extent in connection with, the following:

- i. the performance of its obligations by the TOUR OPERATOR under this Agreement (including, where relevant, its Affiliates and Clients) and any of their respective suppliers or personnel (except to the extent such Losses are caused by any inaccuracy, incompleteness or impropriety of information provided to the TOUR OPERATOR by the HOTEL;
- ii. any alleged or actual violation by the TOUR OPERATOR (including, where relevant, its Affiliates and Clients) of any applicable law of any applicable jurisdiction;
- iii. any claim by a subcontractor or any third party arising out of agreements between the TOUR OPERATOR and such parties that are made in furtherance of the TOUR OPERATOR's obligations under this Agreement;
- iv. any breach of the TOUR OPERATOR's representations, warranties, covenants and obligations set forth in this Agreement; or
- v. acts or omissions by the TOUR OPERATOR (including, where relevant, its Affiliates and Clients) of negligence or willful misconduct.

16.2. The HOTEL Indemnification

Subject to Article 16.3, the HOTEL shall defend, indemnify and hold harmless the TOUR OPERATOR, its Affiliates and their respective officers, directors, employees and shareholders from and against (and pay the full amount of) all Losses, which any of them may suffer, incur or pay out, to the extent by reason of, or to the extent in connection with, the following:

- i. any breach of the HOTEL representations, warranties and covenants set forth in this Agreement; or
- ii. acts or omissions by the HOTEL of gross negligence or willful misconduct.

The TOUR OPERATOR acknowledges and agrees that (i) ACCOR shall not be liable for the acts or omissions of the HOTEL; and (ii) the TOUR OPERATOR's sole recourse if any Losses arise under this Agreement is to the party whose acts or omissions gave rise to the Loss hereabove.

16.3. Indemnification Process

In the event of a third party claim or action for which a Party is entitled to indemnification under Article 16.1 or 16.2 above, the indemnifying party shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise unless otherwise mutually agreed in writing by the Parties, provided,



however, that neither Party shall have the right to bind the other Party to any settlement or agreement without its prior written consent, which consent shall not be unreasonably withheld or delayed.

Each Party shall give the other prompt notice of any written risk, warning or notice of any such claim or action, and copies of all papers served upon or received by such Party regarding the same. The failure of the indemnified party to give prompt notice of any third-party claim shall not release, waive or otherwise affect the indemnifying party's obligations with respect thereto except to the extent that the indemnifying party can demonstrate actual loss and prejudice as a result of such failure. The indemnified party shall provide reasonable assistance to the indemnifying party, at the indemnifying party's expense, regarding the defense of such claim or action.

16.4. Liability

- 16.4.1. In no event shall the HOTEL be liable to the TOUR OPERATOR for indirect, consequential or punitive damages arising in connection with this Agreement.
- 16.4.2. Notwithstanding the foregoing, the HOTEL or the TOUR OPERATOR shall be **liable** to the others for the following damages arising in connection with this Agreement: (i) breach of its intellectual property obligations under Article 14 (*Intellectual Property*), (ii) breach of its advertising obligations under Article 15.2 (*Advertising*), (iii) breach of its personal data obligations under Article 15 (*Personal Data Protection*), (iv) breach of its anti-bribery and ethics obligations under Article 18 (*Anti-Bribery and Ethics*), (v) breach of its confidentiality obligations under Article 20.1 (*Confidentiality*), (vi) liability for death or personal injury caused by that Party's fraud, negligence or willful misconduct or (vii) indemnification obligations (as to third party claims or actions) as set forth in this Article 16 (*Indemnification*).
- 16.4.3. Notwithstanding the foregoing, under no circumstances shall ACCOR incur or assume liability in any manner whatsoever with respect to any amount or payment due or made by the HOTEL to the TOUR OPERATOR or its Affiliates pursuant to this Agreement or otherwise, including without limitation in the event of the HOTEL becoming insolvent during the Term of this Agreement.

17. INSURANCE

- 17.1. The TOUR OPERATOR assumes the consequences of its liability in the event of damages caused to ACCOR, the HOTEL, or to any third party resulting from any fault committed during the performance, non-performance or improper performance of its obligations pursuant to the Agreement.
- 17.2. In the event of legal action regarding against ACCOR and/or the HOTEL, regarding the performance, non-performance or improper performance of its obligations pursuant to the Agreement, the TOUR OPERATOR agrees to take the place of the hotel concerned and/or ACCOR and to guarantee them against possible convictions and the full costs incurred.
- 17.3. The TOUR OPERATOR shall at all times during the Term of this Agreement and for two (2) years thereafter, without limiting TOUR OPERATOR's liability to the HOTEL, maintain liability insurance policies, with reputable insurers, which covers:
- the financial consequences of its civil general and professional liability, for a minimum amount of five (5) million euros per claim with respect to general liability and five (5) million euros per claim and in the aggregate with respect to professional liability, without any sub-limit, and
 - the financial consequences of its cyber-liability including privacy liability, credit card liability, notification costs, network and media liability for a sufficient amount under the normal practice in a similar business.
- Upon request, the TOUR OPERATOR shall provide evidence of proper coverage to the satisfaction of the HOTEL and that it has duly paid the corresponding premium.
- 17.4. Properties, including Properties franchised or managed by ACCOR, are covered by their own insurance policies contracted at the Property level. The TOUR OPERATOR shall send possible claims to the HOTEL. Guest complaints relating to Accommodation Services provided under this Agreement shall be handled directly at the HOTEL level in



line with the HOTEL internal policies without ACCOR being involved in any manner beyond mere information purposes.

17.5. This Article shall in no way affect the indemnification, remedies or warranty provisions of this Agreement.

18. ANTI-BRIBERY, ANTI-CORRUPTION, ANTI-MONEY LAUNDERING, SANCTIONS AND ETHICS UNDERTAKINGS

18.1. The Parties undertakes to comply with any applicable anti-bribery, anti-corruption or anti-money laundering laws or regulations.

18.2. Without limiting the generality of the foregoing, the Parties undertake that, in respect of the Agreement and the matters covered therein, they shall (i) comply and (ii) ensure that their respective Affiliates, employees, officers, directors comply with all applicable anti-bribery, anti-corruption or anti-money laundering laws or regulations and that they have not given or promised to give and will not give or promise to give any money, benefit or anything of value, whether directly or through intermediaries, to or for the use of any person (private individuals as well as public officials) where such money, benefit, or thing of value would be for purposes of obtaining or retaining a commercial advantage, inducing or rewarding the recipient for acting improperly, or where it would be improper for the recipient to accept the benefit.

Furthermore, the Parties undertake to maintain adequate policies and procedures designed to ensure such compliance at all times.

18.3. The Parties undertake that, in respect of the Agreement and the matters covered therein, they shall conduct their business and operations in compliance with applicable international sanctions and maintain policies and procedures designed to ensure such compliance.

18.4. Each Party undertakes that in performing its obligations under this Agreement it will comply with and abide by the Accor Ethics & CSR Charter available on <https://group.accor.com/en/commitment>. In particular, the Parties agree that the rights and obligations set out in the mandatory Responsible and Ethical Business Clauses in **Schedule 4** form part of this Agreement. To the extent of any conflict between the provisions of the mandatory Responsible and Ethical Business Clauses set forth in **Schedule 4** and any other provision of this Agreement, the Parties agree that the mandatory Responsible and Ethical Business Clauses shall prevail.

18.5. Failure to comply with the foregoing by a Party or an Affiliate shall be deemed to be a material breach of this Agreement giving right to early termination of this Agreement with immediate effect and without prejudice.

19. ANNUAL REVIEW

19.1. An annual review shall take place in the beginning of each calendar year (or such other time as the Parties agree) for the review of the prior year's performance, including a review of:

- i. the TOUR OPERATOR's contribution to the HOTEL business results;
- ii. the overall working relationship between HOTEL and the TOUR OPERATOR, including strategic initiatives roadmap to develop mutual growth opportunities for the HOTEL, with for instance marketing opportunities, connectivity, cancellation and fraud prevention;
- iii. the TOUR OPERATOR's execution of this Agreement; and
- iv. the Guarantee provided by the TOUR OPERATOR in accordance with **Schedule 5**.

19.2. Without prejudice to any right or remedy hereunder, the HOTEL and the TOUR OPERATOR shall agree on any corrective action that may need to be taken following each performance review.

19.3. Performance reviews shall be attended by appropriate HOTEL and TOUR OPERATOR management representatives.



20. MISCELLANEOUS

20.1. Confidentiality

The Parties shall treat as confidential and not disclose to any third party (other than their Affiliates on a need-to-know basis) the existence of this Agreement, the content of this Agreement, the transactions consummated pursuant to this Agreement, any trade and any information concerning any of the Parties, its activities, its customers, its financial results, its development and its strategy, which is obtained directly or indirectly from the other Party in the context of or in the course of performance of this Agreement (the "**Confidential Information**").

Notwithstanding the foregoing, the HOTEL can disclose Confidential Information to any third party who need to know the Confidential Information for the purpose of assisting in and analyzing the performance of the Agreement and agree to be bound by the terms hereof as if a party to this Agreement and will protect such Confidential Information from unauthorized use and disclosure.

In any case, a Party may disclose or use any Confidential Information to the extent that:

- i. such disclosure or use is expressly authorized by this Agreement to the extent strictly necessary or proper for the purposes of this Agreement;
- ii. such disclosure or use is specifically authorized with the prior written consent of the disclosing Party;
- iii. such disclosure or use is specifically required by applicable law or by a court, administrative agency or other governmental body;
- iv. such disclosure or use is necessary to defend its interests in connection with any judicial or administrative proceeding; or
- v. the relevant Confidential Information becomes publicly available, other than by a breach of this confidentiality undertaking.

provided that, prior to such disclosure or use, the receiving Party shall (i) promptly notify the disclosing Party (to the extent permitted by applicable law) to give the disclosing Party the opportunity to review, narrow or prevent such disclosure or use, and (ii) use its best endeavors to ensure that the receiving third party keeps the Confidential Information confidential and does not use the Confidential Information except for the purposes for which the disclosure is made.

Should this Agreement be voided or terminated, this Article on Confidentiality shall remain in full force and effect for a period of five (5) years.

20.2. Public Announcement and Publicity

The Parties shall agree on any media release, public announcement or public disclosure relating to this Agreement.

The TOUR OPERATOR and its Affiliates, employees, providers and representatives shall not (and shall cause Clients not to), without ACCOR's prior written consent and a potential applicable fee in each instance, use ACCOR or any of its Properties', Affiliates', divisions' or brands' names or logos, or any of its employees' or providers' names or identities, or refer to any of them in any media release, public announcement or public disclosure relating to this Agreement including any promotional materials, web sites, customer lists, referral lists or business presentation.

20.3. Notifications

Any notice or other communication required or permitted to be given hereunder shall be delivered in person, transmitted by e-mail (with a confirmation copy to be sent by registered mail, return receipt or return email



requested) or sent by international courier service or by registered mail, return receipt requested, addressed as follows:

For the HOTEL:

To the attention of:	Steven Stefaniuk
Position:	General Manager
Address:	RAFFLES SEYCHELLES Anse Takamaka, Praslin Republic of Seychelles
E-mail:	steven.stefaniuk@raffles.com

Copy to the Legal Department

For the TOUR OPERATOR:

To the attention of:	Alessandra Girardi
Position:	Product Director
Address:	Velázquez 100, 28006 Madrid
E-mail:	alessandra.girardi@nuba.com

Any such notice or other communication shall be effective upon actual receipt and a Party may at any time change its address for service from time to time by giving notice to the other Party in accordance with this Article.

Any notice or other communication delivered to the TOUR OPERATOR shall be deemed delivered to its Affiliates and Clients for the purpose of this Agreement.

20.4. Severability

If any term or other provision of this Agreement is or becomes invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.

Upon such determination, or where either party considers (acting reasonably), that any term or other provision is or becomes invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

20.5. Amendments - Waivers

Changes and amendments made to the provisions of this Agreement shall only be made in writing in a document signed by the Parties.

The Parties recognize that the duration of all the time periods provided in this Agreement have been agreed to, and that the consequences of compliance with or breach of these time periods have been accepted by the Parties, including in those cases where compliance or breach leads to the loss of a right. Subject to the above, waiver by a Party of any condition or right or waiver of enforcement of a breach of any provision, term or covenant contained in this Agreement at one or more times shall not be considered or construed as a recurring or continuing waiver of that condition or right or of the right to enforce a breach of any other provision, term or covenant of this Agreement.

20.6. Entire Agreement

This Agreement constitutes the entire agreement existing between the Parties relating to the subject matter hereof and supersedes and replaces in their entirety all other prior agreements and undertakings, both written and oral, between the



Parties with respect to the subject matter hereof. As a consequence, each Party hereby irrevocably waives any and all rights and/or claims which it may have under any and all such other previous agreements.

20.7. Further Assurances

The Parties undertake to communicate, execute and deliver any information and any document, as well as to take any action or decision which may be necessary to the performance of the Agreement.

20.8. Binding Effect - Assignment

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

This Agreement is personal to the TOUR OPERATOR and the TOUR OPERATOR may not directly or indirectly assign this Agreement (by operation of law or otherwise) or any of its rights or obligations under the Agreement without the prior written consent of the HOTEL, including full or partial assignment, delegation to any TOUR OPERATOR or subcontractor, and any purported assignment not permitted hereunder shall be null and void.

Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement, without the other Party's consent, to an Affiliate provided that such Affiliate unconditionally assumes the Agreement in writing and provided that the assignee is not a competitor of the other Party.

In the case of any assignment permitted under this Agreement, the assigning Party shall be released from the Agreement's obligations arising as from the assignment date.

Any assignment by a Party of its rights and obligations under this Agreement to a third party in violation of the above clause shall be deemed to be a material breach of the Agreement.

20.9. Independent contractors

Each Party shall act solely as an independent contractor, and nothing in this Agreement shall be construed to give either Party the power or authority to act for, bind, or commit the other Party in any way. Nothing herein shall be construed to create the relationship of partners or joint-venture partners between the Parties.

20.10. Expenses

Unless otherwise provided herein, each of the Parties shall bear its own costs, charges and other expenses of any nature whatsoever with respect to the negotiation, preparation, performance and implementation of this Agreement.

20.11. Applicable Law

This Agreement shall be governed by the laws of Republic of Seychelles without giving effect to its principles of conflict of laws.

20.12. Disputes

If a dispute between the Parties arises out of or in connection with the Agreement, including its validity, interpretation, implementation and/or termination, the Parties shall first try to find an amicable settlement through a mediation carried out by the Paris Mediation and Arbitration Centre (*Centre de Médiation et d'Arbitrage de Paris* or *CMAP*). If an amicable settlement through such mediation is not reached, the dispute shall be submitted to the exclusive jurisdiction of the international chamber of the courts located within the jurisdiction of Supreme Court of Republic of Seychelles.



21. LIST OF SCHEDULES

This Agreement includes the following schedules:

- Schedule 1 – TOUR OPERATORS’s Distribution Channels
- Schedule 2 – Hotel Rules and Policies
- Schedule 3 – Payment Card Industry Data Security Standard “PCI-DSS” Certification
- Schedule 4 –Mandatory Responsible and Ethical Business Clauses
- Schedule 5 – Financial Guarantees

Each of the foregoing Schedules to this Agreement forms an integral part of this Agreement and references to this Agreement shall, unless the context otherwise requires, include references to the Schedules.

In order to confirm the arrangements, set forth herein, the Resort should receive this Agreement no later than Wednesday 20th May 2026. Please sign and return a copy directly to the Resort Sales Team.

Executed on Thursday, May 14, 2026 by:

Raffles Seychelles

Represented by Steven Stefaniuk

Position: General Manager

NUBA

Represented by Alessandra Girardi

Position : Product Director



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Schedule 1

TOUR OPERATOR Distribution Channels

- List of Affiliates' websites:

[To be inserted by the TOUR OPERATOR]

- Non-exhaustive list of Clients' websites:

[To be inserted by the TOUR OPERATOR]



Schedule 2

The HOTEL Rules and Policies

The TOUR OPERATOR shall inform the Guests (and, where relevant, its Affiliates and Clients) of the rules set forth in this Schedule.

- The Guest shall not invite into the HOTEL any person whose behavior is likely to be disruptive to the HOTEL and/or to the stay of other Guests.
- The Guest shall not bring into the HOTEL (communal areas and/or bedrooms) beverages or food from outside sources, unless clearly permitted in advance by the HOTEL in question.
- The Guest shall not smoke in public premises and should only smoke in bedrooms if they have been classified as a smoking room and booked in advance as such a room. HOTEL is 100% non-smoking, which means that smoking in the bedrooms is also forbidden.
- The Guest shall not disrupt or interfere with the operations of the HOTEL including its staff shall not compromise the safety of the HOTEL or the persons within.
- More broadly, any behaviour contrary to good morals and public order at the HOTEL, as well as any violation of the Internal Regulations of the HOTEL will cause the Director of the HOTEL and/or any other service provider to ask the Guest to leave the premises without any compensation and/or refund if a payment has already been made. In the case where no payment has yet been made, the Guest must pay the price of the services consumed before leaving the premises.
- The Guest also undertakes to ensure that the computer resources made available by the HOTEL (including the Wi-Fi network) are not used in any way to reproduce, represent, make available or communicate to the public works or objects protected by copyright or related intellectual property rights, such as text, images, photographs, musical works, audiovisual works, software and video games, without the authorisation of the right holders provided for in Books I and II of the Intellectual Property Code when such authorisation is required. The Guest is also required to comply with the security policy of the internet access provider of the HOTEL, including the guidelines for the security measures implemented to prevent the illicit use of resources and to refrain from any act undermining the effectiveness of such measures.
- The Guest will be liable for all damage caused by him/her and/or his/her invitees within the HOTEL and shall bear all costs arising from such damage and/or failure to comply with the above rules. The HOTEL reserves the right to intervene if necessary and to take any appropriate action against the Guest.
- The HOTEL is operated by independent companies, and therefore the Customer may not hold ACCOR S.A. or any company in the ACCOR group liable for any shortcomings attributable to the HOTEL.



Schedule 3

Payment Card Industry Data Security Standard "PCI-DSS" Certification

The TOUR OPERATOR is responsible for the security of the data of the payment cards processed by it.

The TOUR OPERATOR represents that it is PCI-DSS certified and agrees on that basis to ensure a security level for the banking data exchanged under this Agreement that is consistent with the requirements under the PCI-DSS standard, as published in its most recent version on the PCI SSC (PCI Security Standards Council) website. The TOUR OPERATOR agrees to maintain this certification at its own expense and to upgrade it. The TOUR OPERATOR is required to provide ACCOR with its PCI Attestation of Compliance, indicating the version of the standard obtained and to renew that certificate on a yearly basis.

The TOUR OPERATOR must ensure that its PCI DSS certification corresponds to the scope of services provided to ACCOR, prior to their certification and annual renewal.

The TOUR OPERATOR must provide Accor with a PCI DSS Responsibility Grid indicating the requirements carried by each party as well as those that are shared. [Accor makes this document available as required].

In the event that PCI compliance is exceeded – expiration date, the TOUR OPERATOR is required to inform ACCOR and communicate the new target date for obtaining the AOC.

At least once a year, upon prior request by ACCOR, the TOUR OPERATOR shall authorize ACCOR or any third-party auditor appointed by ACCOR, to audit such compliance by the TOUR OPERATOR.

In case the TOUR OPERATOR loses such PCI-DSS certification during the course of the Agreement, it shall inform ACCOR promptly and indicate the remedial measures taken.

Any breach of the obligations under this section qualifies as a serious breach and grounds for termination of the Agreement by ACCOR, immediately and by right, by notice sent by registered post with delivery confirmation, without ACCOR incurring any responsibility, liability or obligation whatsoever on this basis. ACCOR may also claim from the TOUR OPERATOR the entire amount of any penalties and fines applied to ACCOR by bank payment networks due to the TOUR OPERATOR's noncompliance with the aforementioned rules. The loss of PCI-DSS certification shall not release the TOUR OPERATOR from its security obligation concerning the banking data processed.



Schedule 4

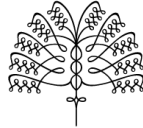
Responsible and Ethical Business Clauses

The Group Contracting Entity is subject to and bound to conduct its business pursuant to the Group Policies. The principles of the Group Policies are applicable to all with whom any member of the Group contracts, and as such, the provisions of this mandatory Responsible and Ethical Business Clauses Schedule shall apply.

DEFINITIONS

The following defined terms are used in these mandatory Responsible and Ethical Business Clauses, with any deviation from definitions contained in the main Agreement being, for the purposes of this Schedule, superseded by the definitions below.

Affiliate	means any entity that directly or indirectly controls, is controlled by, or is under common control of a Party from time to time.
Conflict of Interests	means any circumstance in which the performance of Counterparty or its ability to perform its obligations under this Agreement, may be or may reasonably be perceived to be materially compromised due to the competing or potentially competing interests, commercial or otherwise, of Counterparty or any of its Relevant Parties.
Control	the possession of the power to direct or cause the direction of the management and policies of a Party: (a) through ownership or ultimate ownership of more than fifty percent (50%) of all voting or equity securities; or (b) arising by virtue of any shareholder or other agreement by which the relevant person has such power.
Counterparty	means the entity with whom Group Contracting Entity is engaging under the terms of this Agreement.
Ethical Business Conduct Laws	means Legal Requirements relating to the protection of internationally recognised human rights, anti-bribery and corruption, money laundering, terrorism financing or economic, financial or trade sanctions, regulations, embargoes or similar restrictive measures, including the Responsible Sourcing Laws and Sanctions Lists.
Governmental Body	means any local, state, federal, national, foreign or supra-national entity that is, whether fully or partly owned, formed, established, operated, controlled, managed, funded, preserved or maintained by any governmental or public organization or that otherwise enjoys or exercises any form of authoritative governmental function. A Governmental Body may include any department, ministry, agency, instrumentality, judicial body, military or other public defence organization, political party or a former/current elected Public Official.
Group	Accor S.A. and its Affiliates.
Group Contracting Entity	means the Group entity that is a party to this Agreement with Counterparty.
Group Policies	such policies, principles, standards and commitments developed for the Group and that may be adopted from time to time, by the Group and which include: (c) the “Ethics and Corporate Social Responsibility Charter”, being the Group’s code of conduct, setting out the key commitments, fundamental principles, expectations and duties by which all that fall under the Group banner are required to follow, available at: https://group.accor.com/en/group/our-commitments/accor-ethics-and-compliance ; (d) the “Human Rights Policy” which clarifies and reaffirms commitments made on the treatment of human beings, describing what the Group expects from all business partners and how such commitments are incorporated into the Group corporate culture, available at: https://group.accor.com/en/commitment/areas-focus/people ; (e) the “Responsible Procurement Charter” including the statements made by the Group to all suppliers and service providers, formalising expectations of all companies with whom the Group has direct or indirect business relationships throughout the value chain and the cornerstone of sustainable commercial relationships to be systematically associated with purchasing or listing



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	<p>contracts in any way associated with the Group, available at: https://group.accor.com/-/media/Corporate/Group/Documents/2023/04/28/Responsible_Procurement_Charter_vEN.pdf; and</p> <p>(f) such other policies as are applicable in accordance with applicable Group Policies, as the same may be reasonably amended, replaced and/or supplemented for a bona fide purpose, from time to time.</p>
Legal Requirements	all laws, statutes, ordinances, codes, orders, rules, regulations, permits, licenses and authorisations, whether local, national or international in relation to the performance of the Parties respective obligations under this Agreement that are applicable to the Parties or to any of their Relevant Parties, as may be amended from time to time.
Public Official	means any officer or employee of a Governmental Body or any person acting on that person's behalf. A Public Official may also be a political party official and a candidate for political or public office.
Relevant Parties	a Party and its respective Affiliates and its or their employees, officers, directors, shareholders and ultimate beneficial owners.
Responsible Sourcing Laws	means Legal Requirements relating to the the responsible procurement of goods and services in the supply chain or operations of an organisation, such as those contained in the French Duty of Vigilance Law, the German Supply Chain Due Diligence Law, the UK Modern Slavery Act, the Australian Modern Slavery Act, the Californian Transparency in Supply Chains Act and other similar, analogous supply chain, human rights and labour rights legislation.
Sanctions Lists	means any economic, financial or trade sanctions, regulations, embargoes or similar restrictive measures that are adopted, administered, enacted or enforced by or in respect of the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC), the U.S. Department of State, the United States Department of Commerce, the United Nations Security Council, the European Union (including any of its member states), the United Kingdom or the French Republic or any Governmental Body of any of the foregoing.

1 Responsible and Ethical Business

- 1.1 Counterparty agrees that it and its Relevant Parties shall implement appropriate policies and procedures to ensure their compliance with the Ethical Business Conduct Laws in their performance of this Agreement.
- 1.2 Counterparty agrees that it and its Relevant Parties shall not (and shall not agree to) give or accept, either directly or indirectly, any gift, payment or consideration of any kind to or from any third party as an inducement or reward for the purpose of:
 - (a) influencing any act or decision of a Public Official in their official capacity;
 - (b) inducing a Public Official to do or omit to do any act in violation of their lawful duty;
 - (c) securing any improper advantage in relation to any aspect of this Agreement; or
 - (d) showing favour or disfavour to any person in relation any aspect of this Agreement.
- 1.3 Without limiting the foregoing, Counterparty represents and warrants (as a continuing representation and warranty) that:
 - (a) neither it nor any of its Relevant Parties has been convicted of any offence under Ethical Business Conduct Laws nor is, to the best of its knowledge, the subject of any material investigation or enforcement proceedings regarding an offence or alleged offence under Ethical Business Conduct Laws; and
 - (b) neither it nor any Relevant Party are a person designated under any Sanctions List,

and agrees that it shall promptly inform Group Contracting Entity if the situation represented in this clause changes during the term of this Agreement.
- 1.4 Counterparty undertakes to use reasonable endeavours to avoid any Conflict of Interests and shall take such action as reasonably necessary to resolve any Conflict of Interests situation it becomes aware of during the Term.



2 Compliance with Group Policies

2.1 Without limiting obligations contained elsewhere in this Agreement, but subject to clause **Error! Reference source not found.**, Counterparty shall ensure that its obligations under this Agreement are performed in accordance with the Group Policies, including to ensure that its Relevant Parties and any of its Affiliates, suppliers and sub-contractors meet this requirement.

2.2 Nothing in clause **Error! Reference source not found.** shall require Counterparty to comply with Group Policies to the extent that such compliance would be:

(a) in breach of any Legal Requirement; or

(b) in material breach of any analogous policies of the Counterparty,

although Counterparty shall at all times comply with the Legal Requirement or relevant policy position that provides the higher expected standard.

3 Responsible Sourcing and Compliance with Human Rights Laws

3.1 In performing its obligations under this Agreement, to the extent Counterparty acts as a supplier of goods or services to the Group or any hotel that is owned by or managed by the Group, Counterparty:

(a) shall at all times comply with the Responsible Sourcing Laws and do all things requested in writing by Group Contracting Entity which are reasonably necessary to enable Group Contracting Entity or its Affiliates or any hotel owned or managed by the Group to comply with the Responsible Sourcing Laws; and

(b) without limiting the foregoing, shall:

(i) put in place appropriate measures to monitor and identify actual incidents and risks of modern slavery in its operations and supply chains, including by maintaining a complete set of records to trace the supply chain(s) of all and any goods and services provided under this Agreement;

(ii) notify Group Contracting Entity if it becomes aware of any actual or suspected act of modern slavery in its operation or supply chain in connection with this Agreement and implement an appropriate response to ensure compliance with the Responsible Sourcing Laws; and

(iii) permit Group Contracting Entity and its third-party representatives to audit Counterparty's compliance with its obligations under this clause.

4 Reputation

Counterparty undertakes at all times to act in a way to uphold their good name and reputation and undertakes not to take any action, or fail to take any action, which is intended to, or which does in fact, damage the reputation of, or brings discredit upon, Group Contracting Entity.

5 Agreed Remedies

5.1 Without limiting any other rights or remedies that may be available under this Agreement, if Counterparty fails to comply with any part of clauses 1 to **Error! Reference source not found.** (above) then:

(a) following written notification of the non-compliance by Group Contracting Entity, it shall implement, at its own expense and within the timeframe provided, sufficient corrective measures to rectify such non-compliance where legally possible and to avoid similar non-compliance in the future; and

(b) where non-compliance remains unremedied within the prescribed period and in accordance with notice issued in accordance with clause **Error! Reference source not found.**, Group Contracting Entity may, without prejudice to any other rights under this Agreement, immediately terminate this Agreement to protect its reputation and/or legitimate commercial interests.

5.2 Any formal inclusion of Counterparty or any of its Relevant Parties under any Sanctions List may be considered a material breach of this Agreement, capable of immediate termination of this Agreement on written notice by Group Contracting Entity.



Schedule 5

Financial Guarantees

In order to guarantee the payment of any outstanding amounts relating to the performance of its obligations by the TOUR OPERATOR under the Agreement, the TOUR OPERATOR agrees to provide upon the execution of this Agreement at the latest, a financial guarantee in the form of a prepayment, a floating deposit or a bank guarantee (the "Guarantee") as defined hereafter (1) and granted for the benefit of ACCOR acting in the name and on behalf of the Participating Properties as listed below (2).

The Parties acknowledge and agree that the Guarantee is an essential and determining condition of this Agreement. Therefore, this Agreement shall enter into force only if and when the Guarantee is duly provided pursuant to the terms hereunder to ACCOR's satisfaction.

If the Guarantee is not provided upon the execution of this Agreement, the TOUR OPERATOR agrees and acknowledges that the payment shall be due after the Booking by the TOUR OPERATOR.

Send to Finance Department of the HOTEL:

Subsidiary name: KHI Seychelles 01 LTD - RAFFLES
Address: Anse Takamaka, Praslin, Republic of Seychelles
City: Praslin Island

Reference of bank account to be credited with security deposit:

Name of the Account: KHI Seychelles 01 LTD - RAFFLES
Name of the Bank: Nouvobanq SIMBC
Branch: Victoria House, P.O.Box 241, Victoria, Mahe, Seychelles
Swift Code: NOVHSCSC
Euros Account No: 21002126574082/ IBAN: SC72NOVH02020021002126574082EUR
USD Account No: 32002126574066/ IBAN: SC94NOVH02020032002126574066USD
SCR Account No: 01002126574058 / IBAN: SC52NOVH02020001002126574058SCR

The HOTEL shall decide the form of the Guarantee.

- Floating deposit

The TOUR OPERATOR shall cause an amount not less than the required amount to be on deposit in an account as specified by the HOTEL at all times during the Term of this Agreement as collateral security for the TOUR OPERATOR's prompt and complete payment and performance when due (the "Floating Deposit").

This amount, considered legally as a "cash pledge", shall remain vested in the HOTEL should the TOUR OPERATOR fail to pay the sums due under this Agreement, and this even if the TOUR OPERATOR should go into receivership.

This floating deposit shall be used to pay due and unpaid debts owed by the TOUR OPERATOR to the HOTEL. If no payment is made within a period of five (5) days after the deadline for payment has expired, the HOTEL will have the right to change the payment terms, pre-payment then becoming mandatory to allow the continuation of the Agreement. Furthermore, the HOTEL reserve any rights and actions to obtain payment of sums not covered by the floating deposit.

This floating deposit will be refunded to the TOUR OPERATOR at the termination of the Agreement after auditing of the accounts between the Parties. It is expressly agreed that the floating deposit will bear no interest.

- First Demand Guarantee (Bank Guarantee)

The TOUR OPERATOR shall provide at its own costs, an unconditional, irrevocable and independent first demand bank guarantee to be delivered by a reputable financial institution to the satisfaction of ACCOR (the "Bank Guarantee").



The Guarantee shall remain valid for the entire Term of the Agreement, increased by two (2) months. However, the payment of any amount due under the Guarantee may be made after such date insofar as the receipt by the guarantor of the notification claim occurred before such date.

The amount of the Guarantee mutually agreed by both Parties is [*to be completed with the guarantee amount calculated on the payment period (e.g. when 30 days as payment term, the amount of the Guarantee is the average turnover realized over a 30 days period added with eight (8) days.*]

The Guarantee shall be used to assure prompt and full payment of any and all amounts to be paid by the TOUR OPERATOR to the HOTEL under the Agreement in connection with any outstanding payable invoice.

The Guarantee may also be called by the HOTEL immediately upon the opening against the TOUR OPERATOR of a liquidation or equivalent insolvency proceedings under any applicable insolvency or bankruptcy laws without any time period. In such a case, as from the claim under the Guarantee, the HOTEL shall be entitled to change the payment terms under the Agreement and to request the pre-payment to become mandatory for the continuation of the Agreement, subject to the applicable law. Furthermore, the Participating Properties reserve any rights and actions to obtain payment of sums not covered by the Guarantee, without prejudice to any damages that they may claim.

The Parties acknowledge that the Guarantee is granted for the benefit of the HOTEL.