

**MEMORANDUM OF AGREEMENT 2027\***

**TRAVEL OPERATOR RATES - 20 %**

Between:

<i>Company:</i>	NUBA EXPEDICIONES S.L. including NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V., Nuba USA, Inc.	<b>Unique Hotel Services s.r.o. Zuri Zanzibar</b>
	<b>VAT Number:</b> Or <b>Registration Number:</b>	<b>VAT Number: CZ06150501</b>
	<b>Represented by:</b>	<b>Represented by: Mr Lukas Musil</b>
<i>Contact Person:</i>	Alessandra Girardi	<b>Mr Ivo Mahdal Director of Sales &amp; Marketing</b>
<i>Billing Address:</i>		<b>Na Florenci 2116/15 110 00 Prague 1 Czech Republic</b>
<i>Telephone:</i>		<b>+420 226 202 981</b>
<i>Mobile:</i>		<b>+420 731 338 514</b>
<i>E-mail:</i>	alessandra.girardi@nuba.com	<b>sales@zurizanzibar.com</b>
<i>Website:</i>		<b>www.zurizanzibar.com</b>

The following named as the "Contract Partner"

The following named as the "Hotel"

PARTNER SALES	PARTNER RESERVATIONS	PARTNER ACCOUNTING
<i>Name:</i>	<i>Name:</i>	<i>Name:</i>
<i>Position:</i>	<i>Position:</i>	<i>Position:</i>
<i>Phone:</i>	<i>Phone:</i>	<i>Phone:</i>
<i>E-mail:</i>	<i>E-mail:</i>	<i>E-mail:</i>

HOTEL SALES	HOTEL RESERVATIONS	HOTEL ACCOUNTING
<b>Ivo Mahdal Director of Sales &amp; Marketing Tel. +420 731 726 470  sales@zurizanzibar.com</b>	<b>Reservations Tel. +420 226 202 981  reservations@zurizanzibar.com</b>	<b>Accounts  accounts2@zurizanzibar.com</b>



By this Agreement, the Hotel concludes that the Contract Partner shall be entitled to make reservations of the Hotel's accommodation and sell it to its clients. The Contract Partner shall be solely responsible for such booking and payment thereof. There shall be no legal relationship between the Hotel and the clients. The Contract Partner acknowledges that the Hotel is the operator of Zuri Zanzibar Hotel & Resort pursuant to a contract with the owner, **White Sands Beach Resort Ltd, trading as "Zuri Zanzibar" with registered seat at Kenda, P.O.Box 3381, Zanzibar** (the "Owner").

The Contract Partner is allowed to add its margin to the rates stated by this agreement. The amount of margin is at the discretion of the Contract Partner; however, the Contract Partner must not use lower rates than RACK rates when selling accommodation in the Hotel directly or via online channels to the end client.

## DEFINITE STATUS

This agreement is valid from the date of its signing. Reservations may be placed by the Contract Partner for the period from **10<sup>th</sup> January 2027 until 9<sup>th</sup> January 2028 inclusive**. In case the Contract Partner wishes to place a reservation for a date outside this period, it is subject to prior express approval of the Hotel and there may be different rates applied (at least 10% shall be added to the Travel Operator Contracted Rates 2027 and paid by the Contract Partner, unless the Travel Operator Contracted Rates 2028 have been signed).

The terms and conditions of this agreement will remain confidential to the two above named parties.

## RATES

All rates in this agreement are quoted in **American Dollars (USD) per room per night and are inclusive of:**

- **VAT**
- **the half board meal plan**
- **Unlimited tea and coffee**
- **Unlimited ZURI water (still and sparkling)**
- **Daily minibar refills, stocked with snacks and non-alcoholic beverages (alcoholic beverage will be charged extra)**

In case that new taxes or fees are introduced in the Czech Republic during the term of this agreement or that the VAT will be increased, the rates will be increased accordingly.

**The infrastructure local tax of USD 5 per person per night is not included in the rate and will be collected directly at the resort from the client upon departure.** This state fee is fully subject to government changes.

## RACK RATES

– rates which are used by the Hotel when the accommodation is being offered directly or via online channels to the end user. The Contract Partner may not sell the accommodation to the end client for lower rates than RACK rates.

HALF BOARD PER ROOM  PER NIGHT INCL. VAT	Bungalow *	Jacuzzi Bungalow	Jacuzzi Suite	Ocean-Front Suite	Garden Two Bedroom Villa	Ocean-Front Two Bedroom Villa	Ocean-Front Three Bedroom Luxury Villa
	2 pax	2 pax	2 pax	2 pax	4 pax	4 pax	6 pax
<b>HIGH SEASON</b> 10 <sup>th</sup> Jan – 31 <sup>st</sup> Mar 2027 1 <sup>st</sup> Jun – 30 <sup>th</sup> Nov 2027	\$1,220	\$1,480	\$2,090	\$2,800	\$3,500	\$4,900	\$7,700
<b>MID SEASON</b> 1 <sup>st</sup> Apr – 31 <sup>st</sup> May 2027 1 <sup>st</sup> Dec - 22 <sup>nd</sup> Dec 2027	\$830	\$1,030	\$1,460	\$2,030	\$2,600	\$3,500	\$5,900
<b>FESTIVE SEASON</b> ** 23 <sup>rd</sup> Dec 2027 - 9 <sup>th</sup> Jan 2028	\$1,410	\$1,730	\$2,460	\$3,360	\$4,100	\$5,600	\$9,000

\* Interconnecting option for Bungalows possible (subject to availability)

\*\* Minimum length of stay 5 nights for any arrival between 27<sup>th</sup> Dec 2027 - 2<sup>nd</sup> Jan 2028

- Rack rates are subject to change without prior notice

## TRAVEL OPERATOR CONTRACTED RATES – 20% DISCOUNT FROM THE RACK RATES

– rates which will be invoiced by the Hotel to the Contract Partner for all reservations made

HALF BOARD PER ROOM  PER NIGHT INCL. VAT	Bungalow *	Jacuzzi Bungalow	Jacuzzi Suite	Ocean-Front Suite	Garden Two Bedroom Villa	Ocean-Front Two Bedroom Villa	Ocean-Front Three Bedroom Luxury Villa
	2 pax	2 pax	2 pax	2 pax	4 pax	4 pax	6 pax
<b>HIGH SEASON</b> 10 <sup>th</sup> Jan – 31 <sup>st</sup> Mar 2027 1 <sup>st</sup> Jun – 30 <sup>th</sup> Nov 2027	\$976	\$1,184	\$1,672	\$2,240	\$2,800	\$3,920	\$6,160
<b>MID SEASON</b> 1 <sup>st</sup> Apr – 31 <sup>st</sup> May 2027 1 <sup>st</sup> Dec - 22 <sup>nd</sup> Dec 2027	\$664	\$824	\$1,168	\$1,624	\$2,080	\$2,800	\$4,720
<b>FESTIVE SEASON</b> ** 23 <sup>rd</sup> Dec 2027 - 9 <sup>th</sup> Jan 2028	\$1,128	\$1,384	\$1,968	\$2,688	\$3,280	\$4,480	\$7,200

\* Interconnecting option for Bungalows possible (subject to availability)

\*\* Minimum length of stay 5 nights for any arrival between 27<sup>th</sup> Dec 2027 - 2<sup>nd</sup> Jan 2028

The above rates are for the use of bona fide customers traveling on an individual basis for leisure purposes and are not applicable to groups, trade missions, exhibition delegates or corporate/business travellers. In case the hotel recognizes that the allotment is used for a group booking, the Hotel reserves the right to cancel the reservation (a group booking is deemed to be for 5 rooms or more, booked at once). Commission on rack rates for group bookings is on request.

The Contract Partner may not offer the accommodation to its client for the prices stated in the Travel Operator Contracted Rate. Prices offered to the end client by the Contract Partner shall always be equal to or higher than RACK rates. There is an exception to this rule in the case that the Contract Partner sells a package tour to the end client (i.e. accommodation together with further services such as flight ticket etc.) - in such a case, the lower rates than RACK may be used, however, this fact must remain confidential and not to be disclosed to the client.

The Contract Partner warrants and represents to the Hotel that:

- The rate to be used by the Contract Partner for the direct sale or an online sale of rooms at the hotel must be equal to or higher than the RACK rates.
- It will ensure that its affiliates, agents, or other third-party contractors adhere to the clause above.
- The Contract Partner must not, under any circumstances, reveal to its clients or guests of the Hotel, the Travel Operator Contractor Rates or the mere fact that the price paid by the Contract Partner is lower than the rates offered by the Hotel. The Contract Partner undertakes to maintain confidentiality about the whole content of this agreement.
- The Contract Partner shall not, nor shall it allow its affiliates to, perform keyword bidding on web search engines using the brand name “Zuri Zanzibar Hotel & Resort” (in whole or in part) or any trade name or trademark which belongs to the Zuri Zanzibar Hotel & Resort or its affiliates, or any variations of such names, without written approval by the Hotel.
- The Contract Partner shall not, nor shall it allow its affiliates to, carry out any form of URL grabbing which incorporates the word “Zuri Zanzibar Hotel & Resort” or any hotel brand name (in whole or in part) or any trade name or trademark which belongs to the hotel or its affiliates, or any variation of such words or names.
- These rates are applicable according to this contract and will only be valid once the contract has been signed by both parties. The rates are valid upon request only or within the room allotment, if agreed on and stated on the rate sheet.
- Should clients wish to extend their stay beyond the period originally booked and confirmed by the Contract Partner, the Hotel will apply its daily rate unless the accommodation extension request is channelled to the Hotel through the Contract Partner.
- In case of a breach of duties of the Contract Partner as stated by this Agreement, the Hotel is entitled to a contractual penalty in the amount of USD 1.000 for each breach.
- In case of a breach of duties of the Contract Partner as stated by this Agreement, the Hotel is entitled to terminate this Agreement immediately and with no notice period.

## SPECIAL OFFERS

The following special offers can be applied to the above rates.

SPECIAL OFFERS	
<b>STAY 7 OR MORE NIGHTS GET 10% OFF</b>	Stay 7 or more nights and get 10% discount on each night. Not available if any stay day falls into the Festive season. Not applicable to the Ocean-Front Three Bedroom Luxury Villa. Cannot be combined with any other offer, standard cancellation policy applies.
<b>HONEYMOON SPECIAL</b>	Every honeymoon couple staying at least 3 nights will receive a complimentary bottle of sparkling wine, 20% discount on a 1-hour couple massage, 1x complimentary dining experience, VIP present upon arrival, 1x Sundowners served on the beach. Valid for 1 year after civil wedding (certificate required).
<b>AD HOC OFFERS</b>	Regularly updated on <a href="http://www.zurizanzibar.com/special-of">www.zurizanzibar.com/special-of</a>

## EXTRA PERSON / SINGLE OCCUPANCY / CHILDREN POLICY

The following charges apply to an extra person, children, and cases of single occupancy.

The single occupancy discount does not apply to the villas.

Baby cots can be provided free of charge upon availability. Small extra bed for children up to 12 years old upon availability.

EXTRAS PAX/ SINGLE OCCUPANCY RATES PER ROOM PER NIGHT INCL. VAT / ALL SEASON			
Extra adult (≥ 13 years)	Extra child (3 - 12 years)	Extra child (0 - 2 years)	Single occupancy
\$ 300	\$ 150	Free	90%

MAXIMUM CAPACITY	Bungalow (4)	Jacuzzi Bungalow (5)	Jacuzzi Suite (5)	Ocean-Front Suite (1)	Garden Two Bedroom Villa (1)	Ocean-Front Two Bedroom Villa (2)	Ocean-Front Three Bedroom Luxury Villa (1)
	2 pax	2 pax	2 pax + 1 adult (≥ 13 years) sofa bed	2 pax + 1 adult (≥ 13 years) sofa bed	4 pax + 1 child (3 - 12 years) extra bed	4 pax + 1 child (3 - 12 years) extra bed	6 pax + 2 children (3 - 12 years) extra bed

## RESERVATIONS

All reservations should be addressed to [reservations@zurizanzibar.com](mailto:reservations@zurizanzibar.com).

Please note the following when making reservations with the Hotel:

- Bookings should be sent in writing to the Hotel's reservation department, on a sale and report basis on the same day or within 24 hours, to avoid premature release of allotment space or restricted availability.
- The booking shall be valid once confirmed by the Hotel. The Hotel reserves the right to refuse a booking due to insufficient capacity or without stating a reason.
- Only the room type confirmed by the Hotel will be offered to guests upon arrival. Should guests wish to have a higher room category than the one booked, a supplement will apply to be paid directly by the guest unless an amendment to the original booking is sent in writing by the Contract Partner to the Hotel.
- Check-in time is 2 p.m. on the arrival date. Access to rooms prior to this time will only be offered depending on the availability of rooms at the time of arrival. Kindly indicate the approximate arrival time for each booking.
- Check-out time is 11 a.m. on the departure day. Late check-out can be arranged at the hotel, depending on the availability at the time of check-out. Additional charge might apply.
- Guests departing before their booked check-out date will be charged for the remaining nights based on their original confirmation.
- Please ensure that each booking request specifies the name of the Contract Partner generating the booking.
- Banks in Tanzania do not accept US dollars that were printed before 2009, and therefore Zuri Zanzibar is not be able to accept any US dollars that were printed before 2009 from its guests.

### CANCELLATION / NO SHOW & PREPAYMENT POLICY

Cancellations must be advised in writing and proof of acknowledgement by the Hotel should be retained.

The following charges apply to all confirmed reservations made by the Contract Partner:

STANDARD PREPAYMENT POLICY		STANDARD CANCELLATION POLICY	
30 days prior to arrival	Full pre-payment by secure payment link/bank transfer	29 - 15 days prior to arrival 14 - 0 days prior to arrival	50% cancellation fee 100% cancellation fee
PREPAYMENT STAYS BETWEEN 27 <sup>th</sup> DEC 2027 - 2 <sup>nd</sup> JAN 2028		CXL STAYS BETWEEN 27 <sup>th</sup> DEC 2027 - 2 <sup>nd</sup> JAN 2028	
90 days prior to arrival	Full pre-payment by secure payment link/bank transfer	89 - 30 days prior to arrival 29 - 0 days prior to arrival	50% cancellation fee 100% cancellation fee

### TURN AWAY POLICY

In the unlikely event that the Hotel has to turn away a guest with a confirmed and complete reservation, the Hotel will be responsible for arranging accommodation for the guest in a similar category property at no extra cost to the guest. The Hotel will arrange a courtesy transfer and will grant the guest a phone call for up to 3 minutes in length, plus free e-mail (Internet) usage. The Hotel will arrange to bring the guest back to the Hotel should the space become available again.

## MEAL PLAN SUPPLEMENT

The base rates are inclusive of half board. The meal plan supplement below is also available at an additional charge. Meal plan supplement is excluded from special offers and is non-commissionable.

MEAL PLAN SUPPLEMENT / PER PERSON PER NIGHT INCL. VAT	
HALF BOARD	ALL INCLUSIVE
<p>Welcome drink upon arrival            Unlimited ZURI water            Breakfast at Upendo Restaurant            Dinner at Upendo or Maisha Restaurant            Tea &amp; coffee            Minibar refilled daily (snacks &amp; non - alcoholic beverages)            Selected Wellbeing classes &amp; Watersports</p>	<p>Welcome drink upon arrival            Unlimited ZURI water            Breakfast at Upendo Restaurant            Lunch at Maisha Restaurant or Bahari Grill            Dinner at Upendo or Maisha Restaurant            50% discount for Bahari BBQ experience            Soft drinks, tea and coffee            Cocktails            Selected spirits, beers and wines            Minibar refilled daily (incl. alcoholic beverages)            Selected Wellbeing classes &amp; Watersports</p>
<b>Included</b>	<b>\$ 150</b>

Reservation to Maisha Restaurant for dinner required.

For children 0-2 years meal plan is free of charge.

For children 3-12 years (incl.) 50% discount on mentioned meal plan.

Excluded from any special offers and non-commissionable.

Guests will not be refunded for any unconsumed meals.

## SERVICES

<b>Babysitting:</b>	Available upon request and at a charge
<b>Internet:</b>	Wireless Internet available free of charge
<b>Doctor on site:</b>	Service at a charge
<b>Parking:</b>	Available on-site, free of charge
<b>Pets:</b>	Not allowed
<b>Book &amp; DVD Library:</b>	Available at reception, free of charge
<b>Souvenir shop:</b>	Available on the beach, at a charge
<b>Water-sports centre:</b>	Available on the beach, at a charge
	Selected Wellbeing classes & Watersports are included in the price
<b>Gym:</b>	Available on-site, free of charge
<b>Airport transfer:</b>	Service at a charge
<b>Laundry service:</b>	Service at a charge

## PAYMENTS & CREDITS

All reservations are payable prior to the arrival of the client based on a proforma invoice issued by the Hotel. Payments are possible via bank transfer or upon request via sent payment link /on-line payment/.

Proforma Invoices are issued in USD. The rate is calculated based on the exchange rate of Unique Hotel Services s.r.o which is derived each month from the Czech National Bank. Extra services are supposed to be paid directly to WHITE SANDS BEACH RESORTS LIMITED.

Should payment not be received in advance, the Hotel reserves the right to cancel the booking or collect payment for the accommodation directly from the client upon arrival. In such a case, the Contract Partner does not have the right to any margin and the client shall pay the price that is usually charged by the Hotel to end users (i.e., full RACK Rate).

All extra charges during the guest's stay are to be paid by the guest in full upon check out.

In the case of approved credit facilities:

The due date of invoices is 30 days after the day of issue unless a specific pay date is pre-agreed. Invoices are issued in USD. The rate is calculated based on the exchange rate of Unique Hotel Services s.r.o which is derived each month from the Czech National Bank.

If the Contract Partner does not pay any undisputed invoice (or part thereof) submitted by the Hotel within the agreed pay date, the Contract Partner shall pay interest on the outstanding amount of the invoice at the rate of 1.75% per month and the Hotel will be entitled to refuse acceptance of the Contract Partner's vouchers/reservations for both future and existing bookings. Delay in payment may result in suspension or withdrawal of credit facilities.

Where the Contract Partner arranges payment of the Hotel's account through a third party, the Contract Partner shall remain responsible for such accounts until full payment has been received by the Hotel.

The Payer (sender of the payment) will bear all of the payment transaction fees. The beneficiary will receive the full amount of the payment.

### Bank details for payments in USD currency by a wire transfer:

Bank account name: Unique Hotel Services s.r.o.  
Address: Na Florenci 2116/15, Reception C, 4th floor, 110 00 Prague 1  
Bank: Citibank Europe plc  
Bank address: Bucharova 2641/14, Praha 5, 158 02, Czech Republic

**Account number USD:** **2538470708/2600**  
IBAN: CZ63 2600 0000 0025 3847 0708  
Swift Code (BIC): CITICZPX

## MARKETING

The Hotel must approve its inclusion prior to printing or publishing of any form of material for distribution through any channels including brochures, catalogues, flyers, and websites, or in any other marketing-related activities.

Failure to do so may result in the Hotel declining any business sourced from such activities and immediately invalidating any existing agreement with the Contract Partner. Furthermore, should the Contract Partner fail to forward the proposed form and content to the Hotel for review and final approval, the Hotel will not be liable to the guest or to the Contract Partner for any damages, costs or claims arising from such misrepresentation.

The Contract Partner must only use material provided by the Hotel for any marketing activity. All photographs, images or logos of the Hotel used for any promotional material have to be in line with the standard format according to the corporate identity of the Zuri Zanzibar Hotel & Resort and the Contract Partner may not alter the shape of any images except for minimizing or maximizing the size. Photography can be downloaded from the Hotel's photo library on [www.zurizanzibar.com](http://www.zurizanzibar.com) or can be provided by sales department.

The Hotel must always be listed as the “**Zuri Zanzibar**” without any exception.

Copies of any brochures/promotional literature should be delivered to the Hotel as soon as they are available to the Contract Partner, but in any event no later than one month prior to the launch of any marketing programme.

## GENERAL COMMENTS

Neither of the parties shall be under any obligation to the other if performance is rendered impossible due to an event of force majeure, that being an event which the affected party could not reasonably foresee and the effect of which was beyond the control of the party affected (excluding settlement of payments) which shall include, without limitation, acts of God, war, strikes, epidemics, earthquake, fire or flood.

This Agreement shall be governed and construed in accordance with the laws of the Czech Republic and the parties submit to the exclusive jurisdiction of the Arbitration Tribunal of the Economical Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic, in accordance with the rules of such tribunal. Any arbitration award shall be final and binding on both parties.

The Contract Partner hereby consents to the assignment of this Agreement and other related agreements between the contractual parties, including all rights and obligations arising therefrom, by the Hotel to (i) the Owner or (ii) to any other entity from the group of companies of the Owner. Such assignment shall be effective upon sending written notice to the Contract Partner without the need for any further consent or approval from the Contract Partner. This assignment shall not be considered a termination ground for this Agreement.

After the assignment of this Agreement, the Contract Partner shall provide the assignee with all payments received from the clients relating to accommodation services at the Zuri Zanzibar Hotel & Resort that have not been provided to the Hotel, excluding the Contract Partner's margin (commission), which the Contract Partner is entitled to retain as remuneration for intermediary services. Further, the Hotel is entitled to transfer to the assignee any deposits paid by the Contract Partner or its clients to the Hotel.



The Contract Partner shall ensure that the clients shall not have the right to terminate their bookings solely due to the assignment of this Agreement, provided that all other terms and conditions of the original booking remain unchanged. If needed, the Contract Partner shall promptly inform all concerned clients of the assignment in accordance with applicable consumer protection laws and regulations.

The Hotel reserves the right to terminate this agreement at any time, without prejudice to any other rights it may have, in the event that the Contract Partner fails to comply with this agreement. Termination of this agreement shall be effective by the Hotel notifying the Contract Partner in writing of such termination (at the address stated above or any other address notified by the Contract Partner to the Hotel with registered delivery).

Failure of the Hotel to enforce at any time the provisions of this agreement shall not be construed as a waiver of any rights nor affect the validity of this agreement, nor prejudice the Hotel as regards to any subsequent action.

In order to validate this agreement, we would ask you to return a signed copy of the same (as well as each page initialled, including the rate sheet) to the Hotel within 30 days from the date of issue.

The above has been read, understood and agreed to by the below-signed parties.

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Signature & Stamp:

*Alessandra Girardi*

Signature & Stamp:

Contract Partner: NUBA	Hotel: Unique Hotel Services s.r.o.
Name: Alessandra Girardi	Name: Lukas Musil
Title: Product Director	Title: Director

MEMORANDUM OF AGREEMENT 2027 - TO