



STRICTLY CONFIDENTIAL

TOUR OPERATOR / TRAVEL AGENT - FIT NET RATE AGREEMENT

KUDAFUSHI RESORT & SPA

FROM THE PERIOD OF **26th DECEMBER 2023 TO 25th DECEMBER 2024**

APPLICABLE FOR ALL MARKET **EXCLUDING ITALY**

THIS Tour Operator- FIT Net Rate Agreement (the “Contract”) is made on **19 March 2023**

BETWEEN:

The Resort - Hotel :

Silver Drift Maldives Pvt. Ltd. trading as “Kudafushi Resort & Spa”, having a place of business at H. Shibani, 1st Floor, Karankaa Magu, Male’. Rep. of Maldives and owner of **KUDAFUSHI RESORT & SPA, RAA ATOLL, REPUBLIC OF MALDIVES (the “Resort”)**

The Tour Operator / Travel Agent – (Hereafter called the “Business Partner”):

*Name of Travel Management Company: Blue Odyssey
Address: M. Bagheecha Villa 2nd Floor | Chandhanee Magu |
Male’ City | Rep of Maldives
Tel: no.: +960 300 6663
Email: Info@blueodysseymaldives.com
Contact Person: Mr. Abdulla Zirar – Director*

VILLA CATEGORY	No	MAXIMUM OCCUPANCY IN THE VILLA	26 Dec 2023 – 07 Jan 2024		08 Jan 2024 – 30 Apr 2024		01 May 2024 – 31 Jul 2024		1 Aug 2024 – 31 Aug 2024		1 Sep 2024 – 30 Sep 2024		1 Oct 2024 – 25 Dec 2024	
			SGL	DBL	SGL	DBL	SGL	DBL	SGL	DBL	SGL	DBL	SGL	DBL
Beach Villa	52	3A or 2A2C	804	804	467	587	272	337	294	370	272	337	359	446
Beach Villa with Pool	20	3A or 2A2C	1066	1066	576	718	370	457	402	500	370	457	457	576
Water Villa	22	3A or 2A2C	804	804	467	587	424	533	457	576	424	533	500	620
Water Villa with Pool	10	3A or 2A2C	1066	1066	664	838	522	652	554	696	522	652	587	729
Water Suite with Pool (1 bedroom + 1 living room)	01	3A or 2A2C	n/a	1685	n/a	1348	n/a	1011	n/a	1066	n/a	1011	n/a	1088
Presidential Suite (Water Suite with Pool + 2 interconnecting Water villas)	01	9A or 6A4C	n/a	3372	n/a	2828	n/a	2066	n/a	2175	n/a	2066	n/a	2284

SOFT ALL-INCLUSIVE

INCLUSION: Daily Buffet Breakfast + Buffet Lunch + Buffet Dinner at Main Restaurant + selected non-alcoholic beverages are included all day long during the meal hours (Alcoholic beverages are excluded).

NOTE: Guest Meal plan package is valid until 12:00Hrs on their departure date, after that all the consumptions will be charged directly to the guest. Selected non-alcoholic Beverages will be available daily till midnight at the main bar. Any consumptions in the bar after 00:00hrs will be charged to the guests.

Above mentioned rates are inclusive of 16% GST and 10% service charges per villa per night **based on SGL/DBL occupancies only**
(Green Tax per person regardless of the age will be invoiced separately and not included in the above rate)



EXTRA PERSON SUPPLEMENT

Age Group	Soft All Inclusive Per Person, Per Night
	26 Dec 2023 – 25 Dec 2024
0-1.99 years	22
2-6.99 years	109
7-11.99 years	130
12 years & above	185

Above mentioned rates are per person inclusive of 16% GST and 10% service charges
 (Green Tax per person regardless of the age will be invoiced separately and not included in the above rate)

COMPULSORY GALA DINNER SUPPLEMENT

Age Group	New Year Eve Dinner Per Person	Christmas Eve Dinner Per Person
	31 Dec 2023	24 Dec 2024
0-1.99 years	Complimentary	Complimentary
2-11.99 years	270	60
12 years & above	370	120

Above mentioned rates are per person inclusive of 16% GST and 10% service charges

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 Resort Representative Initials: SK



ROUNDTrip TRANSFERS

(26 Dec 2023 to 25 Dec 2024)		
TRANSFER TYPE	DOMESTIC TRANSFER	SEAPLANE TRANSFER
0-1.99 years (no seat provided)	Free	Free
2-11.99 years	US\$ 342	US\$ 404
12 years & above	US\$ 508	US\$ 611

ONE WAY TRANSFERS ARE CHARGED AT 50% OF THE ABOVE-MENTIONED RATES

Above mentioned rates are per person inclusive of 16% GST and 10% service charges

Above fares are based on the current fuel price. Any increase higher than 20% on the current fuel price will result in an increase of the above transfer fares by 5%

DOMESTIC TRANSFERS – MUST RESERVE AT LEAST 8 DAYS PRIOR TO THE ARRIVAL / LAST MINUTE REQUESTS WILL BE CONFIRMED SUBJECT TO THE AVAILABILITY

Flight Duration: 30 minutes + 25 minutes Speed Boat ride to the resort, may in some cases make an additional landing at another airport en-route.

Due to the distance between Velana International Airport and the island, shared domestic flight is used for airport transfer for the Guests' convenience. The airport representative will welcome the Guests upon arrival at the arrival exit area holding a KUDAFUSHI Resort & Spa sign and will assist with the transfer through domestic flight terminal. We provide domestic flight transfers through IASL – Island Aviation Maldivian Airways as a third-party service provider.

Domestic transfers can be arranged only for international flights which are arriving to Male before 21:00Hrs and for the departure international flights which are leaving from Male after 09:00Hrs. All the guests who are arriving late or departing earlier compared to scheduled flights by airline must arrange their own accommodation at Male' at their own cost.

SEAPLANE TRANSFERS – MUST RESERVE AT LEAST 4 DAYS PRIOR TO THE ARRIVAL / LAST MINUTE REQUESTS WILL BE CONFIRMED SUBJECT TO THE AVAILABILITY

Flight Duration: 45 minutes to the resort (direct flight Male-Kudafushi), may in some cases make an additional landing at another resort en-route.

The airport representative will welcome the Guests upon arrival at the arrival exit area holding a KUDAFUSHI Resort & Spa sign and will assist them with the transfer through seaplane. We provide seaplane transfers through a third-party service provider and the flights schedule are subject to their operational requirements and the prevailing weather condition.

Sea plane transfer can be arranged only for international flights which are arriving to Male before 15:30Hrs and for the departure international flights which are leaving from Male after 09:00Hrs. All the guests who are arriving late or departing earlier must arrange their own accommodation at Male' at their own cost. The latest Sea Plane transfer from the resort will be before 15:30hrs.

NOTE: APPLICABLE FOR BOTH TRANSFER MODES: Passengers' names are to be matched against passport details identifying passengers' titles (Mr. Ms./Mrs. MSTR, Miss etc.) and therefore we strongly request to provide names of the passengers as it is on the passports along with their titles and also date of birth for any children under the age of 12 years.

Any name or date amendment (subject to the availability) made within the 96hrs hours prior to the arrival for the Domestic and 72hrs prior to the arrival for the Sea Plane are subject to US\$60 net per passenger per way (regardless of the age). Lounge facilities are provided to all our guests only upon arrival.

RESTRICTIONS: Maximum luggage allowance per person for transfer is 20kg for checked and a maximum of 5kg for cabin luggage. Any excess luggage is chargeable for a cost of US\$7 per kg.

Maximum cabin baggage size: 20" x 12" x 7" (L + W + H).

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SPECIAL PROMOTIONS:

PROMOTION TYPE	FROM	TO	CODE	DISCOUNT PERCENTAGE
Early bird discounts	08 Jan 2024	25 Dec 2024	KHSP-1	30 Days prior to arrival 5% discount
Early bird discounts			KHSP-2	60 Days prior to arrival 10% discount
Honeymoon discount			KHSP-3	5% Discount
April discount	15 Apr 2024	30 Apr 2024	KHSP-5	25% Discount
Kids Stay & Eat Free	01 May 2024	30 Sep 2024	KHSP-4	Children below 11.99 years old sharing same room with parent stay and eat free

TERMS & CONDITION:

- KHSP-1 & KHSP-3 are combinable.
- KHSP-2 & KHSP-3 are combinable.
- KHSP-1 & KHSP-2 are **not** combinable.
- KHSP-5 is combinable with all the offers.
- Honeymoon Discount offer will be applicable for the married couple only
- Early Bird offers & April Discount offer are applied to the extra person's surcharges.
- Early Bird offers are combinable with Kids Stay & Eat Free offer.
- Special Offers are not valid for the Festive Period (From 26 Dec 2023 to 07 Jan 2024 inclusive).
- Kids Stay & Eat Free –Transfers will be charged as per the contract; Green Tax will be collected from the guests regardless of age.

HONEYMOON AMENITIES

Bottle of Sparkling wine and fruit basket in villa on arrival.
 "Set Menu" dinner once per stay at Olive Me restaurant.
 50 minutes SPA Treatment for the couple once per stay.
 Extended turn-down service.
 Marriage certificate must be presented at check-in and the marriage date shall fall within 6 months.
 Minimum of 3 nights stay at the resort is required.

WEDDING ANNIVERSARY AMENITIES

Bottle of Sparkling wine and fruit basket in villa on arrival.
 Small cake for two on the Date of Anniversary.
 Extended turn-down service.
 Wedding anniversary date shall fall during the stay period to avail the above-mentioned amenities

BIRTHDAY AMENITIES

Small birthday cake
 Extended turn-down service.
 Birthday shall fall during the stay period to avail the above-mentioned amenities

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SOFT ALL-INCLUSIVE PACKAGE PLAN

- * Personal greetings for all the arrival & departure guests by Kudafushi airport representatives.
- * Complimentary shared lounge facility provided only upon arrival with refreshments & internet.
- * Welcome drinks are served upon arrival to the resort.
- * Surprise gift in villa on arrival.
- * Main restaurant: A sumptuous buffet for Breakfast, Lunch and Dinner with live cooking stations, grill, BBQ along with different international theme nights.
- * In the Main restaurants and main bar, selected mocktails & soft drinks all day long (Excluding alcoholic beverages & Fresh Juices).
- * Afternoon tea and coffee along with snacks & local tapas.
- * Minibar with soft drinks, mineral water refilled on a daily basis.
- * All non-motorized water sports activities are free of charge (excluding catamaran, lessons and snorkelling).
- * Complimentary Kids Club for children between 3-12 years (charges are applied for babysitting only).
- * Complimentary internet access in all villas and resort public areas.
- * Daily turn down service.
- * Unlimited access to Gym.
- * "Bodu Beru" Maldivian evening once per week.
- * "Kudafushi Cocktail Party" once per week: a great way to start the evening with a nightly cocktail reception accompanied by tasty tapas and an opportunity to meet resort management.

ALL INCLUSIVE PACKAGE SUPPLEMENT

USD 62 per person (adult 18 years and above) per day inclusive of 16% GST and 10% service charges.

This Supplement includes a selection of alcoholic beverages in the Main Restaurant and in all other restaurants during the meal hours and at main bars all day long (till midnight only) apart from the above mentioned Soft All-Inclusive package's inclusions.

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TERMS AND CONDITIONS

1. Room rates are in US Dollars, **inclusive** of **Soft All-Inclusive** plan. The services mentioned in the **Soft All-Inclusive** plan are packaged, therefore are non-refundable and non-transferable.
2. Room rates are **inclusive** of 10% service charge and 16% GST taxes. **Green Tax of USD6 per person per night regardless of the age will be invoiced separately and not included in the rates.**
3. Accommodation charges including adult or child supplement must be paid by the Business Partner to the resort – resort will not be responsible for collecting such charges except the daily green tax as stated above.
4. All room rates are quoted on a net and non-commissionable basis and valid for leisure individual bookings (max. 9 rooms) Rates do not apply for groups.
5. Room rates are per Villa per night basis for 1 or 2 persons, single or double occupancy. Room occupancies and extra person surcharges are detailed in the above table. In case 01 Adult & 01 Child sharing the same villa will be treated as a Double occupancy villa and rates will be applied as a double occupancy rate.
6. **Maximum Occupancy:** 03 Adults or 02 Adults + 02 Children up to 17.99 years old can be accommodated in the same villa and supplement charges will be applied.
7. **Internet Rates & Conditions**
If the rates are to be published or promoted by the Business Partner to potential clients on the internet, a minimum twenty-five per cent (25%) mark-up must be packaged with air travel and other sightseeing arrangements so that the rates are not revealed to the public.
The Business Partner may not sell or resell on these rates to any third party who uses the internet as a medium of advertising/distribution without the express prior written consent of the Resort.
If the Business Partner breaches the obligations above, the Resort reserves the right at its option to either withdraw the rates or terminate this Agreement without notice.
The above rates shall not apply to availability sourced and reservations made through the Resort's website.
8. **Brochure/Collateral Presentation**
The Business Partner will feature the Resort in its tour program and marketing collaterals including but not limited to brochure as a top tier resort destination to its clients and include photograph(s) of the Resort where appropriate, with the written approval of the Resort. Copies of such marketing materials including information on the website must be made available to the Resort upon publication. The Business Partner shall obtain the prior written consent of the Resort in respect of all advertising and promotion material including information of the same on any website prior to any proposed insertion, amendments or publication in any media. The Resort shall, at its option to do so, provide the Business Partner with marketing materials including but not limited to a selection of slides and write up to accurately portray the Resort. During the term of this agreement, the Resort reserves the right to terminate this agreement at any time should the Business Partner misrepresent any information pertaining to the Resort in any media including but not limited to advertising materials such as brochures and press releases, which in the Resort's view is damaging to the image of the Resort.
Brochure Inclusion
The Business Partner shall feature the Resort prominently in its programme(s) and brochure(s) as a "Preferred Resort" and position as a 'Reserve Resort' will include coloured photograph(s). The brochure copy and photography must be reviewed at proof stage and approved by the resort before printing or listing on the Internet.
The Resort reserves the right to approve listings by the Operator in advertisements and promotional material prior to printing and distribution. Reproduction of the Kudafushi Resort & Spa trademark and/or resort photography is prohibited unless approved by the Resort.

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9. Electronic Distribution and Redistribution of Resort Inventory

The Resort reserves the right of approval of all web site information related to the Resort, including but not limited to use of Resort name, logo, property description, any photography. Business Partner agrees to provide a complete list of all web sites on which Resort information and inventory will be displayed and to provide updates to the list as sites are added or removed. The Business Partner agrees to provide Resort with a preview version of any and all web site presentations of Resort, whether on the Business Partner's site or an associated site, a minimum of 5 business days before publication to the web. Resort reserves right of approval of any information published.

Kudafushi Resort & Spa, follows a policy of pricing integrity through all sales channels. Business Partner agrees if a web site (Operator site or any associated or affiliated site) lists a per night room-only rate, the room-only rate shall reflect the Resort published rack rate (or a published package rate if the inclusions are equivalent) for the time period requested. Business Partner is also responsible for ensuring that any associated or affiliated web sites follow this pricing rule. Resort does not permit information, rates, or inventory to be placed in any 'web only' price context, auction, reverse auction or other internet-specific pricing mechanism. The Resort may suspend or terminate this contract immediately if Business Partner breaches any part of the clauses in this section.

10. Best Rate Guarantee Clause

The rates provided in this F.I.T. Net Rate Agreement are for the sole purpose of sale by the "Business Partner" via a traditional wholesale distribution system. Locally negotiated net wholesale rates are provided by *Kudafushi Resort & Spa* hereunder for the contractual term subject to the condition that such net rates must be distributed either as a "Packaged Rate" or as a "Marked-up Rate". To qualify as a "Packaged Rate", the rate must be sold as part of a packaged travel product that includes sufficient additional (non-Resort) components so that the cost of the total package is at least 25% more than the Resort net rate. In no event shall "Packaged Rates" be sold as a Resort-only product. To qualify as a "Marked-up Rate", the rate must be sold at a mark-up to the net rate so that the marked-up rate is not less than the rates for the applicable inventory that are then publicly available to the consumer via the *Kudafushi Resort & Spa* branded web sites. For the avoidance of doubt, a mark-up of 30% over the net rate will be deemed to satisfy the preceding requirement. With respect to both "Packaged Rates" and "Marked-up Rates", the "Business Partner" shall not advertise that it has the "lowest prices available" for *Kudafushi Resort & Spa* inventory. The rates provided under this F.I.T. Net Rate Agreement must never be exposed to the consumer or the general public, and may incorporate the participation of a retail travel agent(s). Providing net or discounted villa rates directly to a customer constitutes a violation by the "Wholesaler" of this F.I.T. Net Rate Agreement. In addition, the rates provided pursuant to this F.I.T. Net Rate Agreement shall not be subcontracted, distributed or assigned by the "Business Partner" to any third-party agent or distributor for further distribution thereby to consumers unless the "Business Partner" provides written notice of such arrangement (including the name of such third party and the material terms of the arrangement therewith) to *Kudafushi Resort & Spa* and our Resort approves of such arrangement. If the "Business Partner" is found to have violated any provision of this clause, this F.I.T. Net Rate Agreement shall be immediately terminable by Kudafushi Resort & Spa upon delivery of written notice of termination to the "Wholesalers", and the "Business Partner" shall indemnify *Kudafushi Resort & Spa* against any and all losses incurred thereby as a result of any violation of **Kudafushi Resort & Spa Best Rate Guarantee policy** caused by such violation (including, without limitation, any rate discounts required to be granted to consumers and a \$100 processing fee per villa night for each such violation).

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11. Sub-Selling

The Business Partner strictly undertakes (a) not to sell or assign any villa/meal reservation or allocation to any third party or disclose the rates quoted by the Resort to any party whatsoever, whether directly or indirectly (including, without limitation, through print, the internet and other web channels) and (b) no to utilise any villa/meal reservation or allocation other than for packaged booking(s)/customer(s) (which package shall include flight, meals and accommodation) directly arranged or led by the Business Partner. Should a villa only rate need to be sold, the rates stipulated in this agreement will not be applicable. Instead, the Resort's "BAR Rate" will apply. The Resort will accord a 25% discount on the "BAR Rate" which in turn will have to be marked up by the Business Partner at least 35%.

12. Child Policy (Water Villas and Suites)

Due to their open design and proximity to water, the Resort strongly discourages guest with children below age 12 years from staying in Water units. If Business Partner's client insists on this type of accommodation, the Resort requires the signing of a liability release agreement.

13. Reservations Procedure: The Business Partner shall submit all **reservations** within 72 hours of full payment receipt and are subject to availability or allotment agreement to the Reservations Department on the Resort at telephone no. +960 6580080 e-mail: reservations@kudafushiresort.com (or to such other contact details provided by the Hotelier to the Business Partner in writing). The Hotel shall accept and confirm the reservation and notify the Business Partner status. Reservations shall not be binding until written acceptance and confirmations have been received from the Hotelier. The Business Partner shall submit to the Hotel confirmed rooming list and flight arrival information at least 14 days prior to guest arrival.

Check-in time: 14:00 hours Check-out time: 12:00 hours

Early check-in and late check-out is subject to availability. Check-out by 6 pm will be charged at 50% of the contracted room rate. Check-outs later than 6 pm will be charged at the full rate.

14. All Bookings should be on a SELL & REPORT basis. All bookings to be sent in writing by the Business Partner to the Resort Reservations Department.

15. Payments: All payments have to be settled in the currency indicated on the invoice by bank transfer, net of any bank charges, to the Hotel's following account or some other account duly notified by the Resort to the Business Partner in writing from time to time.

Full payment is strictly required 21 days before client's arrival for all the season except for the Festive Season (26 Dec – 07 Jan), where the payment must be settled 45 days prior to arrival.

The resort reserves the right to release bookings without prior notice if payment is not received on the payment deadline. The resort reserves the right to refuse any bookings on credit until all outstanding accounts are settled and reserves the right to claim and off set amounts received from the Business Partner. The Business Partner shall bear all the remittance charges involved at his/her end or charges of corresponding banks outside Maldives. The Resort will bear only the local bank's charges. Intermediate Bank Charges must be covered by the Business Partner. Full payment shall be made to given bank account below:

BENEFICIARY NAME: SILVER DRIFT MALDIVES PRIVATE LIMITED

BENEFICIARY ADDRESS: H.SHIBAN, 01ST FLOOR, KARANKAA MAGU, MALE, MALDIVES

BANK ADDRESS: 12, BODUTHAKURUFAANU MAGU, MALE 20094, MALDIVES

BENEFICIARY NUMBER: 7730000271508

BANK NAME: BANK OF MALDIVES

SWIFT CODE: MALBMVMV

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16. The following **cancellation policy** will apply:

Cancellations due of arrival	Peak	High	Shoulder	Low
	26 Dec- 07 Jan	08 Jan- 30 Apr	01 Jul – 30 Sep	01 May – 30 Jun
		01 Oct – 25 Dec		
Cancellations within 45 days of arrival	100% of total stay			
Cancellations within 21 days of arrival		50% of total stay		
Cancellations within 14 days of arrival		100% of total stay	50% of total stay	
Cancellations within 10 days of arrival			100% of total stay	50% of total stay
Cancellations within 07 days of arrival				100% of total stay
No-shows and early departures will be charged with a 100% cancellation fee in any season. Cancellation charges will apply on both ways Domestic or Sea Plane transfers as well.				

17. Room allotments & cut-off days as follows:

ALLOTMENTS & CUT-OFF DAYS IN EACH SEASON								
Room Categories	Peak	Cut-off Days	High	Cut-off Days	Shoulder	Cut-off Days	Low	Cut-off Days
	26 Dec- 07 Jan		08 Jan- 30 Apr		01 Jul – 30 Sep		01 May – 30 Jun	
			01 Oct – 25 Dec					
Beach Villa	Free Sale	7	Free Sale	3	Free Sale	3	Free Sale	3
Beach Villa with Pool	Free Sale	7	Free Sale	3	Free Sale	3	Free Sale	3
Water Villa	Free Sale	7	Free Sale	3	Free Sale	3	Free Sale	3
Water Villa with Pool	Free Sale	7	Free Sale	3	Free Sale	3	Free Sale	3
The resort reserves the right to stop sale rooms on Free Sale, in the event that the resort running full of a particular period that we may not be able to accommodate any incoming reservations. Resort will allow any pending reservations within the allotted time in a stop sale email sent from Reservations.								

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18. Marketing & PR Activities:

For PR related or specific media inquiry, please contact our Sales team representatives at salesexecutive@kudafushiresort.com, marketing@kudafushiresort.com

For all kinds of advertising & promotional activities pertaining to the Hotel for the purpose of promoting our product must be approved in writing by Sales & Marketing Department prior to production and print. Please note that all photography and images of the Hotel are copyright protected. Images used for any purpose must always be credited with the name of the resort and destination. Failure to do this will result in a charge being made to protect copyright agreements. High resolution images are available on our website and for download at URL https://www.dropbox.com/sh/jt76uld9r8mg6xl/AABXL3mLTUD-q1yxiHfGA8_Ta?dl=0

- 19. Force Majeure :** If, for any reason beyond the control of the Hotel, including but without limiting the generality of the following ; Acts of God, fire, floods, weather, war, rebellion, riots or civil commotion, strikes or labour stoppages, accidents or mechanical failures including 3rd parties, refusal, suspension or cancellation by any government authority of any licenses, permits or authorization which the Hotel has need of to operate, the Hotel is unable to perform any or all of its obligations, under this agreement, the Hotel will not have any direct liability to the Business Partner or its guests in such an event.
- 20. Minimum Selling Rates:** Minimum Selling Rates (MSR) pegged to the Resort's Best Available Rates (BAR) has to be enforced if the Business Partner wishes to publish our room rates online. Failure to do so will result in immediate cancellation of this agreement.
- 21. Minimum Night stay:** All guests staying at Kudafushi Resort passing the date 31st December or staying on 31st December night is required to have a reservation of minimum 7 nights.
- 22. Confidentiality:** The rates agreed in this contract are strictly confidential and must not be disclosed to third parties. The Hotel reserves the right to cancel this agreement should its rate confidentiality not be honoured.
- 23. Governing Law & Jurisdiction:** Any amendments to this Contract shall be made in writing and executed by both parties to this Contract. This Contract shall be governed by, construed and enforced in accordance with the laws of the Republic of Maldives.
- 24. Transfers:** Please note that while the resort assists in making arrangements for reservations for the transfers with Maldivian Airlines, has no control on scheduling and departure timings occasionally affected by weather conditions, international flight connections and aviation regulations. However, we are always arranging the flight with best connection to your guests' international flight and due to the limited quantity of flights operating, please note that the waiting hours for your guests' transfers may be longer than the usual. Your guests will also be provided with lounge access with refreshments until they get boarded to the Domestic/Seaplane Flight on arrival. In the event your international flight is delayed on arrival, the rearrangement of your guests' transfer on the same day if available or the next day will be charged to the guests directly.

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25. **Contract Signature:** Please sign and return a copy of this agreement by **15th April 2023**. This agreement will constitute a binding contract between the parties. By executing below, each party warrants and represents that it is duly authorized and has the requisite approval to bind the entire, which it represents. If this agreement is not received by the date above, all terms & conditions referred to herein will be released and neither party will have any further obligations under this agreement. The Hotel and the Company have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below. In witness whereof the Hotel and the Company have executed this Contract on the respective dates specified below with the effect from the date specified above.

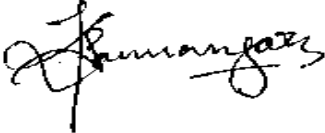
Clause in respect of recovery of attorneys' fees:

(a) The Business Partner shall indemnify, defend and hold harmless the Resort, its officers, agents, assigns, and employees, from and against any and all claims, demands, suits, losses, liabilities and costs, including attorney's fees, arising as a result of breach of the terms of the Business Partner Agreement by the Business Partner.

Clause to charge penalty charge for late settlement of invoice:

(a) All invoices issued by the Resort pursuant to this Agreement shall be settled by the Tour Operator within [45-21] days from receipt of the invoice.

(b) A daily fine at the rate of 5% of the overdue payment ("Fine") is applicable in respect of all overdue payments from the Business Partner to the Resort. The Business Partner shall accordingly pay all principal amounts due under the invoices together with the applicable fines should any payment be settled after the due date.

Hotel : Kudafushi Resort & Spa	Business Partner:
Name : Mr. Sahan Kannangara	Name:
Title: Sales & Marketing Manager	Title:
Signature: 	Signature:
Date : 19 March 2023	Date :

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