

HOTEL STATIC RATE AGREEMENT 2022-2023

Shangri-La Hotels & Resorts which owns and manages Shangri-La Hotel (Cairns) Pty. Ltd, trading as Shangri-La The Marina, Cairns ("HOTEL") Pierpoint Road, Cairns, QLD 4870 Australia	Australia and Beyond Holidays Pty Ltd ("CUSTOMER") Suite 18, Level 6, 241 Commonwealth Street, Surry Hills NSW 2010 Australia
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This Hotel Static Rate Agreement (the "**Agreement**"), effective as of **01 APRIL 2022** ("**Effective Date**"), is entered into by and between Hotel and Customer. Customer and Hotel are each individually referred to as a "**Party**" and collectively as the "**Parties**".

This Agreement consists of the following documents, all of which shall form part of this Agreement (collectively, the "**Agreement**"):

This cover page;

1. The definitions on Exhibit A;
2. The Service Terms and Conditions on Exhibit B;
3. The General Terms and Conditions on Exhibit C;
4. The Use of SLIM Intellectual Property on Exhibit D; and
5. The Data Protection Terms and Conditions on Exhibit E.

This Agreement together with the documents listed above constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except in writing signed by Hotel and Customer.

AGREED TO AND ACCEPTED BY THE PARTIES AS OF THE DATE SET FORTH BELOW:

By HOTEL

Shangri-La The Marina, Cairns

Name: Kenji Noda

Title: Sales Manager Japan

Date: 31 March 2022

Signature



By CUSTOMER

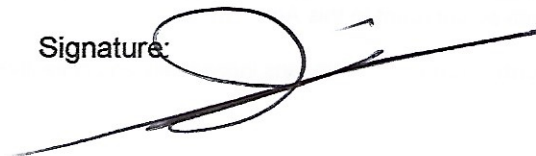
Australia and Beyond Holidays Pty Ltd

Name: **SIMON BEAUMONT**

Title: **DIRECTOR**

Date: **5.4.2022**

Signature:



**EXHIBIT A
DEFINITIONS**

Capitalised terms not defined in the body of this Agreement shall have the following meanings:

1. **"Affiliate"** means a person or entity that either Customer or Hotel directly or indirectly owns or controls, is controlled by, or is under common Control or ownership with either Customer or Hotel.
2. **"B2B Partners"** means business-to-business, and refers to Customers that market and sell products and/or services to other businesses. B2B Customers do not sell to end users or individuals i.e. guests.
3. **"Channels"** means, collectively, except as disapproved by Hotel from time to time in its discretion, any mechanism (e.g., websites, xml feeds or call centers), in each case owned or operated by Customer or one of Customer's Affiliates, through which Customer provides either the Room information to Other Channels or Package information directly to Guests. Customer shall provide Hotel with a list of its Channels within 10 days of written request by Hotel.
4. **"Control"** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise, and "Controlled" has an equivalent meaning;
5. **"Guest(s)"** means the end user individual Guest who books a stay in a Room that was reserved directly or indirectly through the Room information provided by Customer.
6. **"Other Channels"** means, collectively, except as disapproved by Hotel from time to time in its discretion, any mechanism (e.g., websites, xml feeds, api feeds or call centers) owned or operated by a third party that is not Affiliated with the Customer through which such entity provides either Room information or Package information to other channels, or Package information directly to Guests. Customer shall provide Hotel with a list of any Other Channels that it makes Room information available to within 10 days of written request by Hotel.
7. **"Package"** means two (2) or more substantial travel-related components (such as air, hotel, cruise and car) booked concurrently in the same session, each of material value when compared to the other parts of the bundle, made available to Guests for bundled booking in a manner in which the applicable Contracted Rate will at no time be visible, apparent, ascertainable or known to Guests.
8. **"Property"** means Shangri-La The Marina, Cairns
9. **"Room(s)"** means any guest room at Hotel made available to Customer for booking by Guests at a rate set by the Hotel, in accordance with the terms of this Agreement for the ultimate purpose of being booked by Guests as part of a Package.
10. **"Shangri-La Group"** means Shangri-La Asia Limited and its affiliates, including Hotel and SLIM;
11. **"SLIM"** means Shangri-La International Hotel Management Limited;
12. **"Standard Room Charge"** means the Contracted Rate as applicable as set out in Exhibit B, plus any applicable Taxes levied directly on the booking of the Room and any other mandatory charges. No Standard Room Charge shall include any incidental charges such as, without limitation, charges for resort fees, an extra person, extra bed, breakfast, mini-bar, room service, movies, internet access, telephone, or health club use. Hotel may impose such incidental charges on Guests as appropriate.
13. **"Taxes"** means, sales, use, excise, VAT, GST, lodging, rental, occupancy, transient, or other taxes or governmental fees imposed on the sale, booking or rental of hotel room accommodations and on any amounts received pursuant to this Agreement.
14. **"Contracted Rate(s)"** means individually and collectively any rate made available to Customer as set out in Exhibit B.



EXHIBIT B
SERVICE TERMS AND CONDITIONS

WHEREAS Customer is in the business of *WHOLESALE*.

WHEREAS Hotel is the owner of the Property; and

WHEREAS Customer desires to provide certain services to Hotel as described in this Agreement including without limitation [providing packaged Room and rate information to its Channels, and Other Channels that provide the Package information directly to Guests for booking by Guests] in accordance with the terms set forth in this Agreement ("**Services**").

NOW, THEREFORE, the Parties, intending to be legally bound, agree as follows:

1. Term and Termination

- 1.1 This Agreement shall commence on the Effective Date **01 APRIL 2022** and shall continue until **31 MARCH 2023** unless terminated earlier as provided for in this Agreement. Thereafter and subject to the early termination provisions under this Agreement, this Agreement shall continue to be renewed automatically each time for a further one year term under the same terms unless either party advises the other party in writing 60 days prior to expiration of the then current term that this Agreement will be terminated in which case, this Agreement shall terminate at the end of the then current term.
- 1.2 This Agreement is valid for the Inbound Market only, unless specifically authorised otherwise in written by the Hotel.
- 1.3 Hotel may at any time terminate this Agreement immediately by written notice to the Customer, in the event that the Customer:
 - a. commits any breach of this Agreement and where such failure can be remedied, fails to remedy the same to the satisfaction of Hotel within thirty (30) days of receipt of notice from Hotel requiring such remedy;
 - b. commits any irremediable breach of this Agreement;
 - c. undergoes a change of control without the prior written consent of Hotel; or
 - d. is liquidated, declared bankrupt or otherwise suffers an insolvency event.
- 1.4 Either party may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other party.
- 1.5 Upon expiration or termination of this Agreement, the Hotel will honour any non-fraudulent reservation properly booked by Guests through the Channels or Other Channels in compliance with this Agreement on or before the expiration or termination date of this Agreement according to the same procedures used in regard to reservations through other channels. This Agreement will continue in full force and effect for such reservations, including the Customer's obligation to remit payment for such Rooms in regard to all such channels.
- 1.6 The termination of this Agreement shall not affect the respective rights and liabilities of each of the parties hereto accrued prior to such termination.

2. Inventory

GUEST ROOMS - TOTAL INVENTORY

Room Category	Number of Rooms	Maximum Capacity	Bedding Configuration
Deluxe Room (City / Garden View)	98	2A2C or 3A	1 King (2 Single) or 2 Queen
Deluxe Sea View Room	52		
Executive Marina View Room	48		
Horizon Club Room	32	2A	1 King or 2 Single
Executive Suite	10	2A2C or 3A	1 King
One Bedroom Suite	10		1 King or 2 Queen
Horizon Club Suite	4	2A	1 King
Royal Suite	1	2A2C or 3A	1 King

Conditions of Entry: For health and safety reasons, the Hotel reserves the right to conduct temperature checks to guests/visitors at entry points of Shangri-La The Marina, Cairns and the Pier Complex Building. The Hotel reserves the right to refuse entry to anyone testing over 37.5 C and/or displaying signs of fever or any other symptoms deemed a health and safety risk.

3. Rates

The following seasonal net wholesale leisure static rates ("**Package Room Rates**") are offered to Customer for the period of **01 APRIL 2022 to 31 MARCH 2023**.

Black-Out Dates:

Hotel reserves the right to impose black-out dates at its sole discretion. In such case, Hotel will honor all reservations for the black-out period, which were made prior to the notification of the black-out, provided reservation are received within 24 hours of the notification of the black-out at Hotel. Please note that the black-out dates may be added during the year at any time. Hotel will advise Customer of this in advance and in this case, Hotel will request that Customer stop selling from the allotment and submit reservations already made within 24 hours from the date of notice.

Black out dates: 30-31 August 2022 and 01 September 2022
31 December 2022 and 01 January 2023

3.1 Package Room Rates: These Rates and Terms apply to “Leisure Static” bookings:

Room Types	RRP (Recommended Retail Price)	Low Season	High Season	Peak Season
Deluxe Room (City / Garden View)	\$555	\$210.00	\$300.00	\$400.00
Deluxe Sea View Room	\$585	\$240.00	\$330.00	\$430.00
Executive Marina View Room	\$635	\$290.00	\$380.00	\$480.00
Horizon Club Room	\$660	\$405.00	\$495.00	\$595.00
Executive Suite	\$760	\$415.00	\$505.00	\$605.00
One Bedroom Suite	\$795	\$425.00	\$515.00	\$615.00

Seasonality	Dates
Low Season	01 November 2022 - 19 December 2022 06 January 2023 - 31 March 2023
High Season	01 April 2022 - 31 October 2022
Peak Season	20 December 2022 - 05 January 2023

- Rates are applicable for use by FITs “Free Individual Travellers” and not applicable for any leisure or MICE groups.
- Rates are quoted in the following currency: AUSTRALIAN DOLLARS.
- Rates are nett and non-commissionable.
- Rates include 10% GST.
- Rates are per room per night.
- Rates are room only rates and they are based on Single/ Double or Twin occupancy.
- Rates are applicable for bookings of one (1) to nine (9) rooms
- Each additional adult will be charged \$100.00 per night including a rollaway bed, with a maximum of 3 adults per room.
- Guests staying in Horizon Club or Suite Rooms enjoy daily club breakfast, refreshments throughout the day and evening drinks and canapes.

3.2 Incidental and Additional Charges

- a. **Children Policy:** No charge for children under 12 when occupying same room as adult(s) and using existing beds in rooms. Children aged 12 years and above shall be considered adults for the purposes of all reservations and payments.
- b. **Extra Adult Person Charge:** The above net rates are for single/double occupancy only. Each additional adult will be charged \$100.00 per night including a rollaway bed, with a maximum of 3 adults per room.
- c. **Parking:** Hotel offers self-parking or valet parking for a charge.
- d. **Porterage:** Hotel will provide complimentary Porterage service.
- e. **Internet Access:** All in-house guests enjoy complimentary internet access throughout their stay.
- f. **Meal Coupon Policy:** Guests have the option of prepaying for Breakfast served in Hotel's restaurant. If Customer wants to provide their own breakfast coupon this must be approved by Hotel at time of reservation.

3.3 Package Meal Rates: These Rates and Terms apply to "Leisure Static" bookings

Restaurant	Breakfast
The Backyard	\$26.00 per person

Meal Rates for Children of Hotel Guests (Valid for up to two children per room).

- Children above 6 years but under 12 years of age (7 to 11 years) receive 50% discount on buffet meals.
- Children at the age of 6 years and below (0-6 years) receive a complimentary buffet meal.

- 3.4 All Room Rates, Meal Rates and/or any Miscellaneous Rates are inclusive of Tax and service charge, Notwithstanding the Rates and Taxes specified in this Agreement, Hotel shall have the right to give notice to Customer of any change that may apply to the prevailing rates of Service charge, Tax and any applicable Cess and Levies in writing. Hotel will specify the date when such change will become effective. On receipt of such a notice, the Customer shall be liable for the payment of the revised rates of Service charge, Tax and any other applicable Cess or Levy.
- 3.5 No commission is payable to any individual on the above-mentioned Rates, Service charge, Tax or any other applicable Cess or Levy.

4. Rooms Rate Conditions

- 4.1 Customer shall ensure that Hotel is featured in promotional brochures as a **Five Star** Deluxe property and a copy of the printed brochure must be submitted to Hotel as soon as it is available (not applicable for Hotel Jen and Traders properties).
- 4.2 **Onward Distribution.** Customer can only provide packaged Room and rate information directly to the Channel and Other Channels that provide the Package information directly to Guests for booking by Guests. For the avoidance of doubt, Customer shall source all such Room and rate information exclusively from Hotel and no other source unless pre-approved in writing by Hotel. Customer shall ensure that the Room and rate information are kept secret and confidential and shall not pass onto any third party or channels other than the authorised Other Channel, whether packaged or unpackaged.

- 4.3 Customer shall ensure that Room information is not provided on any Channels or on any Other Channels as room only via online (e.g. internet based) channels, or any other interactive or electronic channels, including without limitations mobile devices that the end-user customer can access, Online Travel Agencies (OTA's), Opaque Sites, Group Buying, loyalty or points redemption programmes, Flash Sales, Social Commerce and Daily Deals sites and like applications.
- 4.4 Customer shall provide the rooms information to Guests who are booking transient leisure travel only, or to Other Channels that are in the transient leisure segment only. Customer shall not provide Room information on its Channels or Other Channels directed to (i) business travel or group travel including for persons attending group or convention events scheduled at Hotel; and/or (ii) booking that exceeds 9 or more Rooms in a single booking or single session (collectively, "**Invalid Bookings**"). For the avoidance of doubt, if it is determined by Hotel that Customer or Other Channels facilitates any Invalid Bookings, the Customer will be deemed to be in material breach of this Agreement which, without limiting any of Hotel's other rights, shall entitle Hotel to immediately terminate this Agreement and/or to terminate eligibility of such defaulting channels to participate in this Agreement. Any Rooms booked at Hotel in violation of this paragraph will be cancelled without any refund or liability of the Hotel. The Customer shall indemnify Hotel from and against any third party demands, claims, actions, settlements, losses and liabilities by reason of the Customer's or and/or the Other Channel's breach under this clause.
- 4.5 Customer shall ensure that Room Information is not provided on its Channels or on Other Channels through any GDS.
- 4.6 Customer will discontinue providing Hotel rate and Room Information to particular Channels or Other Channels, including but not limited to rate shopping / meta search sites (such as Trivago.com.com) immediately when requested by Hotel in its discretion at any time.
- 4.7 Customer must not and shall ensure that the Other Channels must not make any false, misleading or deceptive claims that it offers specially discounted rates on Hotel's Rooms, or advertise that it has the lowest price available, substantial discounts, online exclusive rates, exclusive savings, or comparable statements for Hotel's Rooms.
- 4.8 Hotel will notify the Customer if an Exception (defined below) occurs. Upon receipt of the notification by Hotel, the Customer shall suspend further offer of any Rooms by the Channel or Other Channel involved until the Exception is confirmed resolved by the Hotel.
- 4.9 For purposes of this Section, "Exception" means any of the following applying to any of the Customer's Channels or any Other Channels: (i) the Channel or Other Channel is facilitating or permitting bookings, or has control over an entity that is facilitating or permitting bookings, of the Hotel's Rooms in a manner that is inconsistent with any term of this Agreement (ii) engaging in practices or conducting business in a manner that is in violation of any term of this Agreement or that has a material adverse effect on or which conflicts with or is prejudice to the interests, rights, privileges or benefits of SLIM and/or the Hotel.
- 4.10 Customer remains fully responsible for all acts of its Affiliates, its Channels and Other Channels and any act or omission of its Affiliates, its Channels and/or Other Channels shall for the purposes of this Agreement be deemed to be an act or omission of Customer.
- 4.11 Upon receipt of a notification by Hotel, the Customer will be given 7 days to resolve the specified violation. If the violation is not resolved within 7 days, Hotel reserves the right to terminate the

Agreement.

4.12 The Customer shall only source all rates, margin, promotion, merchandising opportunity or product or the like, whether packaged or unpackaged, directly from Hotel.

5. Hotel Rate Rules

Hotel shall determine what, if any, restrictions on rates for Rooms and other conditions, including (without limitation) cancellation terms and fees, minimum stay requirements or mandatory charges (e.g. resort fees) (collectively "**Rate Rules**") will apply to the Rooms. Every Room rate is subject to its associated Rate Rules and no rate may be distributed unassociated with its accompanying Rate Rules.

6. Rate Confidentiality

Customer acknowledges that all Contracted Rates are confidential. Customer shall ensure, and Customer shall cause its Channels and Other Channels to ensure, that the applicable Contracted Rates are not disclosed to or discernable by Guests, verbally, or in writing, or in any in-room electronic information systems and that the discounts provided by Customer or the Other Channels for each element in any Package cannot be readily reversed engineered or applied in any manner that is inconsistent with that approved or authorised by Hotel.

7. Services

The Customer warrants and undertakes to perform the Services and obligations under this Agreement to a standard consistent with best industry practice in accordance with the terms of this Agreement and that in executing the Services it shall execute its obligations in good faith and in a proper, diligent and efficient manner; comply with all reasonable requests of Hotel; ensure that the Services, any material, documents or thing provided as part of the Services, are consistent with best industry practice, fit for their intended purpose and in accordance with this Agreement; and comply with the law and all relevant and applicable legal and regulatory requirements from time to time in force and shall unless otherwise agreed, be solely responsible for obtaining and maintaining all work permits, visas, licences, consents and approvals necessary for the provision of the Services and performance of its obligations under this Agreement.

8. Payment

Option 1: Direct bill account

- a. Hotel has arranged to direct bill for room and tax. Discuss Letter of Credit/Bank Guarantee if required and voucher form requirements.
- b. All guests must present a voucher/itinerary upon check-in for room and tax charges. Reservations will not be honored without presentation of this voucher/itinerary or if the voucher/itinerary information does not correspond to the reservation confirmation.
- c. All charges billed to a master account as well as cancellation, no-show and early departure charges will be due and payable thirty (30) days from receipt of invoice. In the event bills are not paid within this 30-day period, a 1-1/2% per month late payment charge may be assessed. All mandatory charges and incidentals will be collected from the guest upon check-out, unless otherwise stated in Customer's voucher/reservation confirmation. If vouchers/reservation confirmations are revised in any way, please forward a copy to Hotel, so that the Reservation, Front Office and Accounting Departments may become familiar with them.
- d. Hotel reserves the right to demand full payment or revoke Customer's direct billing privileges for

rooms held under this Agreement should a delinquency in payment occur. If direct billing privileges are revoked, all future reservations will be handled under the Hotel's standard pre-payment terms.

Option 2: Pre-pay account

- a. THIRTY (30) DAYS PRIOR TO ARRIVAL of the net rate reservation, FULL PREPAYMENT will be due to Hotel. If the full prepayment is not received by such date, the reservation will automatically be canceled.
- b. Reservations confirmed within thirty (30) days prior to arrival will be prepaid by Customer within seven (7) days of confirmation or prior to the guest's arrival, whichever is earlier. If full prepayment is not received by guest check-in, the reservation will automatically be canceled. Checks for full prepayment should be made payable to Hotel by individual reservation, noting guest name and arrival date. Checks should be mailed to the Hotel's billing address.
- c. When utilising a Bank Wire/Electronic Transfer to prepay reservations, Customer must notify Hotel in advance and request from Hotel wire instructions. Guest information (i.e., Guest Name, Travel Date, and Hotel Name) must be included with the wire/electronic transfer.

9. Cancellations, No-Shows and Modifications

The Customer must notify the Hotel by fax or by written notice of any cancellation, early departure, or reduction in confirmed room reservations within the following notice periods:

- | | |
|---------------------|---------------------------------|
| 1 – 5 Rooms: | 3 working days prior to arrival |
| 6 – 9 Rooms: | 14 days prior to arrival |

If the Customer fails to give the required notice, or if the booking (or any part of the booking) fails to arrive as scheduled, the Hotel reserves the right to charge a late cancellation or no-show fee equivalent to the contracted rate for one night for each room cancelled or unutilized.

The late cancellation or no-show fee shall, at the discretion of the Hotel, be deducted or set-off against the Customer pre-payment or charged directly to the Customer and must be paid within 30 days of the date of the relevant invoice.

Disputing the invoice for No Show charges shall be construed as a Breach of this Agreement

10. Relocation

If any guest room reservation cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the Guest is displaced; (3) one 5 minute phone call and necessary arrangements for forwarding of the displaced Guest's telephone messages and mail; (4) an offer to relocate the displaced Guest back to the first available guest room; and (5) upgraded accommodations at Hotel upon return (if available) and a welcome expression from the General Manager.

11. Cessation of Operations

- 11.1 Should Customer, any of Customer's Channels (including any of its Affiliates) or any Other Channel cease operations, Customer must immediately notify the Hotel within 24 hours of knowing that it or a particular Channel or the Other Channel will cease operations (or, if applicable, has ceased operations).

11.2 The terms in Section 9 will apply to any Cancellations or Modifications of bookings/reservations.

11.3 Customer will be responsible for payment in full of any honored Guest reservation.

12. Customer Service

Customer will provide customer support services for Guests through a customer service center available through the Channels, and will provide or will cause all Channels and Other Channels to provide customer support services for Guests that booked a Room through all Channels and Other Channels. In all cases, Customer shall ensure that (a) the customer service center will respond to Guest inquiries and requests for related service and support, (b) the customer service provider will make commercially reasonable efforts to ensure that its customer service representatives provide customer service and support in a prompt, courteous, and professional manner, and (c) the customer service email address is (I) included prominently in confirmations, itineraries or other similar communications with Guests (whether by email or in hard copy), (II) posted prominently on the Channel or Other Channel, as the case may be, and (III) provided to Hotel. Customer and Hotel will work together to resolve Guest issues that remain when no party is able to resolve the issue individually. Customer shall provide Hotel with a current listing of its customer service contact information as well as all Channel's and Other Channels' customer service contact information and shall provide updates to this list when changes are made.

13. Marketing

All programme and promotional activities, including any amendments to commercial terms in the way of incentives and overrides must be negotiated with Hotel directly.

14. Rewards Programmes

The Customer acknowledges that neither SLIM nor Hotel will award any Shangri-La loyalty point or status benefits whatsoever (including without limitations Golden Circle reward programme) to any Guest who booked their Room(s) through the Channels or Other Channels and Customer shall ensure that this is clearly communicated to all Guests prior to their booking through the Channels or Other Channels. Guests will be entitled to earn Shangri-La loyalty points for any incidental charges that are collected from the Guest upon check-out.

15. Representation and Warranties

Each party hereto represents and warrants that it has the right, power and authority to enter into this Agreement and to perform all of its obligations hereunder. Further, the Customer warrants and represents that it has taken all necessary action and has full right, power and authority to enter into and to perform the Services and all obligations under this Agreement and shall be responsible for obtaining all necessary licenses, approvals and consents and have complied with and will continue to comply with all relevant legal and regulatory requirements from time to time in force in the conduct of the Customer's activities and performance of its obligations under this Agreement.

16. Status of Agreement

Hotel may enter into the same or similar arrangements or agreements with other service providers during the Term.

1. Force Majeure

Neither Party shall be liable for delay or failure in the performance of any of its obligations under this Agreement if such delay or failure is due to acts of God, fires, earthquakes, natural disasters, acts of war, terrorism, floods, intervention by any government authorities or such similar events, epidemic or epidemic control and preventative measures that render performance illegal or impossible (each a 'Force Majeure Event'); provided, however, that the affected party promptly notifies the other Party and further provided that the affected party shall use its commercially reasonable efforts to mitigate the effect of such delay or non-performance, and shall continue such performance as soon as practicable after the end of the Force Majeure Event. If the Force Majeure Event continues for a period of more than [180] days, either Party may terminate this Agreement upon written notice to the other Party without liability, save for antecedent breaches.

2. Governing Law and Dispute Resolution

- 2.1 This Agreement shall be governed by and construed in accordance with the laws of the country where the Hotel is located.
- 2.2 In the event of any dispute between the Customer and Hotel arising out of or in connection with this Agreement, the Parties shall attempt, promptly and in good faith, to resolve any such dispute. If the Parties are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either Party may submit such dispute to non-binding mediation in the country where the Hotel is located, if available. Each Party shall bear its own expenses in connection with the mediation and share equally the fees and expenses of the mediator. If the dispute cannot be resolved through mediation within a reasonable time or if mediation is not available in the country where the Hotel is located, then the parties shall be free to pursue any right or remedy available to them under the applicable law of the country where the Hotel is located.

3. Insurance

The Customer shall take out and maintain in force at its own expense, for the term of this Agreement and for such period of time after its termination as may be reasonable, such insurance as is customary or prudent for a supplier of services similar to the Services to carry, including Commercial General Liability insurance covering bodily injury and property damage with a combined single limit of not less than AUD\$1,000,000 per occurrence/annual aggregate, travel insurance and medical coverage for his team, as applicable. Any insurance policy shall be with a reputable insurance company and shall be for a reasonable amount per event. The Customer will provide evidence of such insurance upon request.

4. Indemnification

- 4.1. Customer will indemnify, defend and hold Hotel, its Affiliates and any member of the Shangri-La Group harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, fraud or misconduct of such party or its officers, directors, employees, agents, and contractors. Customer agrees that its indemnity will cover claims: (a) resulting from Customer or one of its Affiliates, its Channels or Other Channels' failure to pay any applicable taxes due on amounts it charged or collected; (b) resulting from Customer or one of its Affiliates, its Channels or Other Channels' failure to clearly and conspicuously disclose to Guests in advance of booking all mandatory fees and charges; or (c) by governmental authorities related to taxes or fees payable with respect to any amounts charged or collected by Customer or its Affiliates, its Channels or Other Channels over and above the Standard Room Charge.
- 4.2. More specifically Customer will indemnify, defend and forever hold the Hotel, its Affiliates and any member of the Shangri-La Group harmless from and against any and all third-party losses, liabilities, claims, costs, damages and expenses (including, without limitation, fines, forfeitures, reasonable attorneys' fees, disbursements and administrative or court costs) arising out of (i) any breach by Customer of its representations, warranties and covenants in this Agreement or (ii) any negligent act or omission or alleged negligent act or omission on the part of Customer, its Affiliates, its Channels and the Other Channels in the performance of, or failure to perform its obligations under, this Agreement.
- 4.3. In no event shall Hotel be liable to the Customer for any indirect, special, incidental or consequential damages or losses, including loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, whether such damages are a result of a breach of contract, tort or otherwise. All such damages and losses are hereby expressly waived and disclaimed.

5. English Language

If this Agreement is translated into a language other than English, the English language version shall be the official version, unless specifically prohibited by law, and the interpretation of the provisions of this Agreement (as applicable) in the English

language shall govern for all purposes in the event of any inconsistencies arising from the translation.

6. Assignment

The Customer may not subcontract any of its obligations or performance of this Agreement and may not assign or transfer or purport to assign or transfer any of his rights, benefits and/or obligations under this Agreement without the prior written consent of Hotel. Hotel may assign its rights and obligations hereunder in connection with a company reorganization, the sale of all, or substantially all of the assets of its business, merger, or other major corporate transaction. In the event of any permitted assignment or transfer, the assignee shall agree to accept and abide by all of the Agreement and conditions of this Agreement.

7. Renovation

The Hotel reserves the right, upon giving reasonable notice to the Wholesaler (save for force majeure or events referred to in Clause 11 or circumstances beyond the control of the Hotel), to close any part of its facilities and to carry out such repairs, renovation/s and upgrades to the Hotel from time to time and at any time as it deems fit in its absolute discretion.

8. Confidentiality

- 8.1 Customer shall keep secret and confidential and shall not cause or permit to be published, disclosed, revealed or divulged any rates or any information which was provided by the Hotel to Customer for the purposes of this Agreement, or which otherwise relates to this Agreement, the Services or Hotel, without the prior written consent of Hotel provided that this obligation shall not apply to any information that is in the public domain through no fault of Customer. This clause shall remain effective and binding after the termination or expiry of this Agreement.
- 8.2 For the avoidance of doubt, if the rates contracted herein are offered, sold or made available to any party without the prior written consent of the Hotel, this Agreement will automatically be terminated without prejudice to the Hotel's rights against the Customer.

9. Data Protection Compliance

The parties agree to comply with the provisions set forth in Exhibit E (Data Protection Compliance) regarding Personal Data (as defined therein).

10. Public Communications

Neither party shall make, issue, permit or suffer to be made, or issued any public statement or announcement regarding the fact or the content of this Agreement, except as the other party shall agree in writing to such statement or announcement prior to its issuance.

11. Severability

- 11.1 If any provision of this Agreement or any part thereof is determined to be invalid, unlawful or unenforceable, then such provision shall be deemed to be deleted, without affecting the remaining provisions of this Agreement as the case may be.
- 11.2 Any termination of this Agreement shall not prejudice any of the parties' rights or obligations that have accrued prior to termination and shall not relieve the Customer's duty of confidentiality referred to in Section 7.

12. Successors and Assign: No Third-Party Beneficiaries

This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, whether express or implied, is intended to or shall confer upon any other person any legal or equitable right, power, or remedy of any kind, nature, or description whatsoever under or by reason hereof. Except as expressly stated in this Agreement, a person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of Queensland). The parties to this Agreement shall not, however, be required to notify or obtain the consent of any third party in order to rescind or vary this Agreement.

13. Survival After Termination

The obligations of the parties under this Agreement that by their nature would continue beyond expiration, termination or cancellation of this Agreement shall survive any such expiration, termination or cancellation. In addition, all liabilities and

obligations that have accrued prior to termination or expiration shall also survive, and each Party shall retain any and all rights that it may have under applicable law.

14. Waiver

Any failure or delay in exercising any right or making a claim under this Agreement shall not be a waiver of that right or claim or prevent either Party from later exercising that right or claim. If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of the Agreement.

15. Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Customer.

16. Notice

Any notice required or permitted by the terms of this Agreement must be in writing and sent to the address, email and/or facsimile of the Hotel representative or Customer representative set out in this Agreement. Notices may be sent by registered post, courier or e-mail, and shall be deemed to have been received (i) at the time it is hand delivered; (ii) in the case of registered post, on the third business day after it was put into post; (iii) if sent by e-mail, upon the generation of a receipt notice by the recipient's server or, if such notice is not so generated, upon delivery to the recipient's server.

17. Website

Customer shall operate or cause operation of all Channels and Other Channels in compliance with all applicable laws and regulations. Customer shall post, in a conspicuous manner on its Site and comply with a comprehensive privacy policy and user terms and conditions that are each compliant with all legal requirements, standards and customary practices applicable to the Channels or Other Channels or to Hotel. Customer shall comply with all laws, regulations, requirements, standards and customary practices with respect to the protection of customer information, including payment card information.

18. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement. The Parties may sign electronic copies of this Agreement which shall each be deemed originals.

19. Code of Conduct

Customer undertakes to comply and shall ensure that its Affiliates, its Channels and Other Channels comply with the Supplier Code of Conduct as set out in the link: <http://www.shangri-la.com/corporate/about-us/supplier-code-of-conduct/> ("Code of Conduct") and without prejudice to the foregoing to abide by all other internationally accepted laws, rules, regulations, standards and guidelines concerning environmental protection, prevention of pollution, prohibition against child labour and unethical exploitation of workers and fair trade during its supply of the Services, and other related business activities. Hotel reserves the right at any time upon giving no less than 3 days' notice to conduct audits into/reviews of the Customer's (and if required, its Affiliates, Channels or Other Channels) business operations (such audit to include review of their accounts and records relating solely to this Agreement and the supply of Services) by a third party authorised by Hotel to ensure the Customer, its Affiliates, its Channels and Other Channels are in compliance with its obligations in the Code of Conduct, and in particular, under this Clause. The audit cost shall be mutually shared between Hotel and the Customer provided that if the Customer, its Affiliate, its Channel or Other Channel is found to be in breach of the Code of Conduct, all costs of any repeat or follow up audit to check that the breach has been remedied shall be borne by the Customer. The Customer shall rectify or procure the rectification by its Affiliates, Channel or Other Channel to rectify any non-compliance identified in an audit within thirty (30) days from the date of notification for reassessment. For the avoidance of doubt, such audits or reviews do not constitute legal reviews and notwithstanding such audits or reviews, it shall at all times be the Customer's, its Affiliates, Channel and Other Channel's responsibility to ensure that each of them are legally compliant with all applicable laws, rules, regulations and standards.

Neither this Agreement nor the Parties' business relationship established hereunder will be construed as a partnership, joint venture or agency relationship or as granting a franchise. Neither Party will attempt to, or will have the right to, legally obligate the other Party.

EXHIBIT D
USE OF SLIM INTELLECTUAL PROPERTY

1. Hotel grants the Customer permission to use the Shangri-La name and  (collectively the "SLIM Property") solely for purposes of the Services subject to prior approval by Hotel. If requested by Hotel, all communication materials that mention Hotel, its Affiliates and any member of the Shangri-La Group and/or the SLIM Property will be submitted to Hotel at copy and layout stage for prior comments and approvals before publication. The Customer recognises that all right, title and interest in and to the SLIM Property belong to Hotel and/or its Affiliates and/or members of the Shangri-La Group and/or their operations. All use of the SLIM Property by the Customer inure to Hotel's, its Affiliates' and Shangri-La Group members' benefit concerned with respect to the ownership and goodwill of the SLIM Property, and the Customer shall not contest or assist others in contesting that ownership. Upon the earlier expiry or termination of this Agreement, the Customer shall cease to have any right to use the SLIM Property and shall, as far as practicable, ensure that any advertising or promotional materials published by the Customer and/or its Affiliates subsequent to such expiry or termination, do not contain representations or references to the SLIM Property. The Customer will be responsible for any breach of this clause by the Customer or its Affiliates as if the Customer had taken such actions. The Customer shall indemnify Hotel, its Affiliates and any member of the Shangri-La Group against all actions, liabilities, damages, losses howsoever incurred by Hotel, its Affiliates and any member of the Shangri-La Group by reason of any breach of this clause or any infringement of the intellectual property rights in the SLIM Property or the SLIM Property themselves.

2. Customer will not use marketing services that display interstitial or pop-up advertising on websites that display the SLIM Property. In addition, Customer will not attempt to use, permit, authorise, purchase or sell the SLIM Property or other SLIM intellectual property, including in any key word or search engine optimization without the prior written consent of Hotel.

3. Customer will provide all necessary support to Hotel, its Affiliates and any member of the Shangri-La Group as regards to enforcement activity relating to the SLIM Property and other requirements against any of the Company's Affiliates, its Channels and Other Channels.

EXHIBIT E
DATA PROTECTION TERMS & CONDITIONS

1. Definitions

- 1.1. In this Exhibit, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:
- 1.1.1. **"Process/Processing", "Controller", "Processor" "Data Subject", "Personal Data Breach" and "Special Categories of Personal Data"** shall have the same meaning as in the Data Protection Laws;
 - 1.1.2. **"Affiliate"** means an **entity** that owns or controls, is owned or controlled by or is or under common control or ownership with either Hotel or Customer (as the context allows), where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;
 - 1.1.3. **"Data Protection Laws"** shall mean any and all applicable laws and regulations governing the privacy, data protection and the Processing of Personal Data from time to time, including but not limited to the General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("**GDPR**") and Directive 2002/58/EC, in each case as transposed into domestic legislation of each Member State of the European Economic Area and in each case as amended, replaced or superseded from time to time;
 - 1.1.4. **"Data Subject Request"** means a request from a Data Subject to exercise any right under the Data Protection Laws;
 - 1.1.5. **"EEA"** means the European Economic Area;
 - 1.1.6. **"Personal Data"** means any personal data, as defined in the Data Protection Laws, disclosed by one party ("**Discloser**") to the other party ("**Recipient**") in the performance of that party's rights or obligations under the Agreement;
 - 1.1.7. **"Restricted Transfer"** means a transfer of Personal Data from Discloser or its Affiliate to Recipient or its Affiliate, where such transfer would be prohibited by Data Protection Laws in the absence of the Standard Contractual Clauses. For the avoidance of doubt: (a) without limitation to the generality of the foregoing, the parties to this Exhibit intend where a transfer of Personal Data from one country to another country is of a type authorised by Data Protection Laws in the exporting country for example in the case of transfers from within the European Union to a country or scheme (such as the US Privacy Shield) which is approved by the European Commission as ensuring an adequate level of protection or any transfer which falls within a permitted derogation, such transfer shall not be a Restricted Transfer for the purposes of this Exhibit;
 - 1.1.8. **"Standard Contractual Clauses"** means (i) the standard contractual clauses for the transfer of Personal Data to controllers established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C(2004)5721, as updated, amended, replaced or superseded from time to time by the European Commission; or (ii) where required from time to time by a Supervisory Authority for use with respect to any specific Restricted Transfer, any other set of contractual clauses or other similar mechanism approved by such Supervisory Authority or by Data Protection Laws for use in respect of such Restricted Transfer, as updated, amended, replaced or superseded from time to time by such Supervisory Authority or Data Protection Laws; and
 - 1.1.9. **"Supervisory Authority"** means (a) an independent public authority which is established by a Member State pursuant to Article 51 GDPR; and (b) any similar regulatory authority responsible for the enforcement of Data Protection Laws.
- 1.2. Terms used in the Exhibit shall have the same meaning as those used in the Agreement, unless explicitly provided otherwise.
- 1.3. Except as amended in the Exhibit, the terms of the Agreement shall remain in full force and effect.
- 1.4. If there are any conflicts or inconsistencies between the Exhibit and the Agreement, the Exhibit shall prevail.

2. Controllers

- 2.1. The Parties acknowledge that each will act as a separate independent Controller in relation to the Personal Data which they Process.
- 2.2. The Parties shall each comply with their respective obligations under the Data Protection Laws in respect of their Processing of the Personal Data.

3. Disclosing of Personal Data

Where acting as a Discloser, each Party shall:

- 3.1. only disclose the Personal Data for one or more defined purposes which are consistent with the terms of the Agreement ("**Permitted Purposes**");
- 3.2. ensure that it has (i) procured for a notice to be made available to the relevant Data Subject(s) informing them that their Personal Data will be disclosed to the Recipient or to a category of third party describing the Recipient; and (ii) obtained, to the extent legally required, any necessary consents or authorisations required to permit the Recipient to freely Process the Personal Data for the Permitted Purposes;
- 3.3. only disclose any Special Categories of Personal Data to the Recipient where necessary for the Permitted Purposes and then only having obtained the explicit prior consent of the relevant Data Subjects, or established (to the satisfaction of the Recipient) an alternative lawful basis for the disclosure; and
- 3.4. be responsible for the security of any Personal Data whilst in transmission from the Discloser to the Recipient.

4. Processing of Personal Data

Where acting as a Recipient, each Party shall:

- 4.1. not Process Personal Data in a way that is incompatible with the Permitted Purposes (other than to comply with a requirement of applicable law to which Recipient is subject);
- 4.2. not Process Personal Data for longer than is necessary to carry out the Permitted Purposes (other than to comply with a requirement of applicable law to which Recipient is subject); and
- 4.3. taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, have in place appropriate technical and organisational security measures to protect the Personal Data against unauthorised or unlawful Processing, or accidental loss or destruction or damage.

5. Personal Data Breaches

- 5.1. The Recipient shall notify the Discloser without undue delay following any Personal Data Breach involving the Personal Data.
- 5.2. Each Party shall co-operate with the other, to the extent reasonably requested, in relation to any notifications to Supervisory Authorities or to Data Subjects which are required following a Personal Data Breach involving the Personal Data.

6. Further Co-operation and Assistance

- 6.1. Each Party shall co-operate with the other, to the extent reasonably requested, in relation to:
 - 6.1.1. any Data Subject Requests;
 - 6.1.2. any other communication from a Data Subject concerning the Processing of their Personal Data; and
 - 6.1.3. any communication from a Supervisory Authority concerning the Processing of Personal Data, or compliance with the Data Protection Laws.

7. Description of Personal Data

The Parties acknowledge that in the Annex to this Exhibit they have fairly and accurately recorded the scope of Personal Data Processed under this Exhibit.

8. Restricted Transfers

To the extent Personal Data is transferred to a country outside of the EEA without an adequate level of protection, the Parties shall enter into Standard Contractual Clauses.

9. Liability

The liability of the Parties under this Exhibit is limited to the liability as set out in the Agreement.



EXHIBIT E - ANNEX

THE AGREEMENT AND THE PROCESSING OF PERSONAL DATA

The "**Agreement**" means the Agreement entered into between Hotel and the Customer.

1. Subject matter, duration and purposes of the Processing of Personal Data

1a. Subject matter of the Processing:

✓ Other (please specify) Guest data to facilitate reservations at the Hotel property

1b. Duration of the Processing:

The duration of the Processing of Personal Data by the Parties is the period of the Agreement.

1c. Purpose of the Processing:

The purpose of the Processing of Personal Data by the Parties is the performance of the obligations as described in the Agreement.

2. The categories of Data Subject to whom the Personal Data relates

✓ Consumer data

3. The types of Personal Data to be Processed

B. Consumers

✓ **Consumer data**, more in particular:

✓ *Contact details* – such as name, postal address and other contact details, such as telephone number and e-mail address.

✓ *Cookies and similar technologies* – such as cookies and similar technologies to track data subjects.

✓ *Financial details* - such as bank account details or invoicing details.

✓ *Purchase information (other than financial information)* – such as which purchases made, amount and date of the purchase, the product or service purchased, location of purchase, payment method, etc.

✓ *Recording of video or audio footage* – such as voice recording, CCTV.

✓ *Pictures*

✓ *Communication data* - such as requests, complaints and any other customer data received when communicating with consumers via email, online or via social media.

✓ *Leisure activities, interest and events* - such as information regarding events organized or sponsored, including interest in and registration to those events (including the date and place of the event and personal targets), as well as reason for running and other fitness activities, and other preferences.

✓ *Reviews* - such as opinions, experiences, preferences and interests, and product or event reviews.

✓ *Communication data* - such as requests, complaints any other data received if communicate via e-mail, online or via social media.

✓ *Health data* – such as data relating to weight, height, heartrate, calories burned, steps taken, nutritional information, (food) allergies.

✓ *Location data*

