



CONTRACT RATE MASTER AGREEMENT

THIS CONTRACT RATE MASTER AGREEMENT (“Agreement”) dated [●] (“_____”) is entered into between:

- (A) **[Pamalican Resort Inc. (Amanpulo)]**, a company incorporated in **[the Philippines]** and having its registered address at **[Pamalican Island, Bgy. Manamoc, Cuyo Palawan,]** (“Aman”); and
- (B) **Haute Retreats** a company incorporated in **Italy** and having its registered address at [●] (“Operator”)]

(collectively referred to as the “Parties” and each individually, a “Party”).

1. Background

- 1.1 The Operator agrees to promote Aman villas (the “Aman Villas” or “Villas”) on its own network of web portals and affiliated websites.
- 1.2 Aman will provide materials to the Operator for the purposes of promoting the Aman Villas on the Operator’s portal and affiliated websites.
- 1.3 This Agreement is nonexclusive and either party is free to make any similar arrangements with any other parties or from offering additional services outside the scope of this Agreement.

2. Term

This Agreement shall commence on the Effective Date and shall remain valid and in force unless terminated in accordance with Clause 13.

3. Terms and Conditions

- 3.1 The Operator and its network of portals act as a booking platform for the Aman Villas.
- 3.2 The Operator is accountable for responding to client emails and preparing commercial offers, however Aman accepts sole responsibility for the accuracy of the information provided, and agrees to provide clients with such accommodation, services and other inclusions as specified in the offer paid for.
- 3.3 Upon availability, Aman agrees to accept all bookings made through the Operator’s web portals.

4. Commission Fee

- 4.1 Aman agrees to pay the Operator a commission fee of 10% for any materialized reservation.
- 4.2 The Operator shall collect all funds from the clients and transfer the due rental fees less the commission fee to designated account.
- 4.4 Aman agrees to pay an additional commission fee should the client require an extension of stay via the Operator at any time. Such commission is not applicable should the clients enquire for an extension directly to Aman.



5. Payment Terms & Mode of Payment

Non Peak	Deposit of 50% at time of booking. Balance 21 days prior to arrival
Peak CNY: Easter: 30 Mar to 08 Apr 2018 Golden Week: 29 Apr to 06 May 2018	Non-refundable deposit of 50% at time of booking. Balance 30 days prior to arrival
Festive 21 Dec 2018 to 06 Jan 2019	Non-refundable deposit of 50% at time of booking. Balance 60 days prior to arrival

- 5.1 A deposit of [50]% of the total rental amount including service charge and taxes, if applicable, must be paid by the client within 2 working days after receipt of the invoice sent by the Operator. In the meantime Aman agrees to provide the Operator with an exclusive option on the tentative dates of stay. Extension of the option may be granted by Aman out of goodwill.
- 5.2 The remaining balance will be required in full no later than [please refer to above table] days prior to date of arrival, regardless of the season.
- 5.3 For all last minute bookings (bookings made less than [21] days prior to arrival) and regardless of the duration of the stay or the season, the full payment will be required to the client so as to secure the booking.
- 5.4 After reception of the funds from the client (deposit or balance), the Operator will transfer all the monies received on behalf of Aman within [1] working day after receipt of funds.
- 5.5 The full commission fee will be deducted from the balance payment to Aman.

5.6 Wire Transfer Information:

Beneficiary Bank: **Union Bank of the Philippines**
ABA Number:
Swift Code: **UBPHPHMM**
Address: **2528 ERL Building, Taft Avenue, Pasay City**
Account No.: **13-249-000030-2**
Attention: **Joven Galivo, Accounting Manager**

6. Cancellation Conditions

6.1 Please defer to the table below for the specific cancellation policies.

Non Peak	For bookings below 5 nights, within 21 days of arrival/ Early departure/ No show - 2 Nights + tax For bookings of 5 nights and above, within 21 days of arrival/ Early departure/ No show - 50% charge *Bank fees for the processing of refund to be shouldered by the guest
Peak CNY: Easter: 30 Mar to 08 Apr 2018 Golden Week: 29 Apr to 06 May 2018	Within 30 days of arrival/ Early departure/ No show - 100% charge *Bank fees for the processing of refund to be shouldered by the guest
Festive 21 Dec 2018 to 06 Jan 2019	Within 60 days of arrival/ Early departure/ No Show - 100% charge *Bank fees for the processing of refund to be shouldered by the guest



- 6.2 Failure for the client to pay the balance in time as well as modification of booking period and early departure will be deemed a cancellation and cancellation charges will be payable unless otherwise agreed in writing.
- 6.3 All cancellation charges paid by a guest will be considered as rental revenue and commission due to the Operator will be paid in pro rate of the amount received.

7. Force Majeure

If, by any reason of any event of force majeure, Aman is delayed in or prevented from performing any of the provisions of this Agreement, then such delay or non-performance will not be deemed a breach of this Agreement and no loss or damage will be claimed by the Operator by reason thereof. Upon the occurrence of a force majeure event, Aman shall be relieved of its obligations and liabilities incurred hereunder to the extent to which the fulfillment of such obligation is prevented, frustrated or impeded as a consequence of such force majeure event. The term “**force majeure**” includes but is not limited to, acts of God, natural disasters, war, terrorism, fire, explosion, flood, or other casualty, necessary and essential construction, arrest or seizure and legal process, labour disputes, sale of Aman, the enactment of any law or regulation imposing a substantial material impediment to the performance of any of the obligations of Aman hereunder, or any other cause or event (whether of a similar or dissimilar nature) beyond the reasonable control of Aman.

8. Confidentiality

- 8.1 The Operator (including its directors, officers, employees, agents, consultants and representatives (“**Representatives**”), its affiliates and its affiliates’ Representatives) undertakes to treat all and any information that they may obtain from Aman or the Hotel, (including without limitation, the Villa Rates, information relating to Aman’s business, intellectual property rights, marketing plans, technology, brand or price lists, customer lists or research and market studies) as confidential and refrain from using or disclosing it to third parties without prior written consent of Aman (“**Confidential Information**”).
- 8.2 The confidentiality obligation arising from these presents shall also be effective after the termination of these presents in any way and for a period of three (3) years from the date of the expiry, termination or cancellation of this Agreement (for any reason whatsoever) or when any of the Confidential Information becomes public.
- 8.3 Any breach of this Clause 8 by the Operator shall be deemed a breach entitling Aman to terminate this Agreement with immediate effect in accordance with Clause 13.2.

9. Insurance

Both parties agree to each carrying adequate liability and other insurance protecting itself against any claims arising from any activities conducted in any of the Hotels during the period of accommodation.

10. Representations and Warranties

- 10.1 The Operator hereby represents and warrants that all Aman Villas booked by the Operator shall be solely for the personal stay of the Operator’s individual client/s or customer/s. Under no circumstances shall the Operator book a Villa (or Villas) for client/s or customer/s who do not intend to use the Villa/s for personal stay. For the avoidance of doubt, the Operator is strictly prohibited from booking or selling Villa/s to client/s or customer/s who (as can be reasonably inferred from the circumstances) intend to sell the Villas to other parties (whether members of the trade or otherwise) or to use the Villas for promotion or publicity in the course of trade. Any breach of this term by the Operator shall be deemed a breach entitling Aman to terminate this Agreement with immediate effect in accordance with Clause 13.2.



10.2 The Operator represents and warrants at the time of making each reservation that it will have sufficient funds to cover the amount that will become payable to Aman in respect of each of the reservations made under the terms of this Agreement.

10.3 The Operator represents and warrants that it is validly licensed to conduct business in the countries it is doing business.

10.4 Any breach by the Operator of the above representations and warranties shall be deemed a breach immediately entitling Aman to forthwith terminate this Agreement under clause 13.2 below.

11. Indemnification

11.1 The Operator shall indemnify and hold harmless Aman, the Villas and their respective directors, officers, agents and employees, from and against any and all damages, losses and all claims, counterclaims, suits, demands, actions, cases of action, setoffs, liens, attachments, debts, judgments, liabilities or expenses including, without limitation, attorney's fees and legal costs by reason of any claim, suit or judgment arising or alleged to arise from, or relating to the Operator's breach of this Agreement and/or the negligent acts or wilful misconduct of the Operator, its directors, officers, employees, agents or contractors.

11.2 Under no circumstances shall Aman or the Villas (or their respective directors, officers, agents and employees) be liable for any costs, damages, claims, actual or alleged indirect loss or consequential loss howsoever arising suffered by the Operator, including, but not limited to, loss of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.

11.3 The terms of this clause 11 shall survive the termination or expiration of this Agreement.

12. Intellectual Property Rights

12.1 The Operator shall assist to market and promote Aman and the Hotels according to the guidelines stated in this clause 12 and always with the prior consent of Aman. The Operator hereby acknowledges that all intellectual property rights in all trademarks, photographs, pictures, artwork, articles and other materials ("**IP Materials**") provided by Aman to the Operator for the sole purpose of marketing and promoting the Hotels are and will remain the sole and exclusive property of Aman or its affiliates and that the Operator's use of such IP Materials does not give rise to any rights, proprietary or otherwise, in the said IP Materials.

12.2 *Trademarks / Logos*

The Operator hereby acknowledges that Aman or its affiliates owns all right, title and interest in and to its trademarks, including but not limited to "Aman", "Amanresorts" and all "Aman"-prefixed marks (hereinafter collectively referred to as "**Aman Marks**"), as well as the goodwill associated with the Aman Marks. The Operator acknowledges that the Aman Marks are and will remain the sole and exclusive property of Aman or its affiliates and that all use by the Operator of the Aman Marks inures to the benefit of Aman or its affiliates. The Operator shall not use the Aman Marks other than as permitted by this Agreement.

Subject to the terms hereof, Aman hereby agrees to procure a grant to the Operator of a nonexclusive, limited license for the term of this Agreement to use the Aman Marks solely in connection with the marketing and promotion of the Hotels under this Agreement provided always that (a) all use of the Aman Marks by the Operator is done with Aman's prior written consent; and (b) the Operator does not (i) bid on or obtain any internet placement rights for any of the Aman Marks with any search engine; (ii) use any of the Aman Marks in any online marketing, including mobile and email marketing; (iii) register any domain name or trademark containing or comprising any of the Aman Marks; and (iv) do anything which may reasonably be expected to have an adverse impact on Aman's rights in the Aman Marks. **The Operator**



shall not, at any time, permit any other party, entity or company to use or reproduce the Aman Marks, whether in the course of trade or otherwise, without Aman's prior written consent. In the event the Operator is in breach of any of the foregoing terms, Aman shall have the right to immediately revoke the Operator's license to use the Aman Marks and be entitled to terminate this Agreement as stated in Clause 12.4 below.

12.3 *Content / Photographs*

Subject to the terms hereof, Aman hereby agrees to procure a grant to the Operator of a nonexclusive, limited license to use and display, for the duration of this agreement, selected photographs and content from its website ("**Content**"), solely for the purpose of promoting and marketing the Villas. A password will be issued to the Operator giving it access to the licensed Content and the Operator shall not under any circumstances disclose such password to any third parties. In the event the Operator discloses such password to its employees and agents, such disclosure shall be on a need-to-know basis and on the Operator's undertaking that the parties receiving the password are bound by a non-disclosure agreement with the Operator. **The Operator shall not, at any time, disclose, convey or otherwise provide the Content to any other party, entity or company without Aman's prior written consent.** The Operator agrees not to use any Content in any manner that could reasonably be expected to have an adverse impact on the goodwill attached to such Content or the corporate image of Aman. All materials or articles produced by the Operator using the Content must be submitted to Aman for prior written approval before the Operator's use or publication. In the event the Operator is in breach of any of the foregoing terms, Aman shall have the right to immediately revoke the Operator's license to use all Content and shall be entitled to terminate this Agreement as stated in Clause 12.4 below.

12.4 *Material Breach*

If Aman determines (in its sole discretion) that any of the Content and/or any Aman Marks are being used by the Operator in breach of any of the above terms or in any other objectionable manner, such breach shall be deemed a breach entitling Aman to terminate this Agreement with immediate effect in accordance with Clause 13.2.

12.5 Upon termination of this Agreement for any reason whatsoever, all licenses herein granted to the Operator under this Agreement shall terminate and Operator shall immediately cease all use of the IP Materials, including but not limited to the Aman Marks and Content. Parties hereby agree that any continuing use of the IP Materials after termination or expiry of this Agreement shall render Operator liable to pay Aman agreed liquidated damages of USD500 per day of continuing breach. Further, Parties acknowledge and agree that any continuing use of the IP Materials after termination or expiry of this Agreement shall cause Aman or its affiliates irreparable harm for which monetary damages will be inadequate and Operator hereby agrees that, in case of such continuing use by Operator, Aman and/or its affiliates shall be immediately entitled to apply for an injunction against further breach, without prejudice to any other relief that Aman may have against the Operator, in law and equity. If it is necessary for Aman or its affiliates to undertake legal action to compel Operator to cease use of the IP Materials, including the Aman Marks and Content, it is hereby agreed that Aman shall be entitled to claim all legal costs of such action from Operator.



13. Termination

13.1 This Agreement may be terminated by either Party with two (2) weeks' notice in writing.

13.2 Aman reserves its right to terminate this Agreement immediately in the event that the Operator breaches any terms or conditions of this Agreement (including but not limited to various limbs of Clauses 8, 10 and 12 above).

Such termination shall be without prejudice to any other right or claim that Aman may have against the Operator. On termination, the Operator shall have no claim or other recourse against Aman in respect of such termination.

13.3 In the event of default by either party the notice period is waived and the Agreement is immediately terminated.

13.4 Regardless of termination cause, all bookings confirmed prior to the termination of the Agreement will be accepted by Aman.

14. Notices

Any notice or communication required or permitted to be given by one party to the other party under this Agreement shall be delivered personally or mailed, postage prepaid or emailed, addressed as follows:

AMAN

Address: 63 Brook Street, Mayfair, London W1K 4HS
Email: cdeeny@aman.com
Tel: +44 7734 537 592
Attn: Christina J. Deeny / Head of Global Sales / Legal Department

THE OPERATOR

Address: Via A. Meucci 1, Pordenone, Italy
Email: sabrina@hauteretreats.com
Tel: Cell (39)3332065514 - Tel 0434- 084727
Attn: Piccinin Sabrina /CEO/Founder

Delivery by courier shall be regarded as delivery by hand. A notice or communication shall be deemed to have been served if delivered by hand at the time of delivery; if sent by pre-paid post at the expiration of 48 hours after the time of posting; and if sent by email at the time of transmission by the sender.

15. Governing Law

15.1 This Agreement is governed by the laws of England and Wales. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the London Court of International Arbitration ("LCIA") in accordance with the Arbitration Rules of the London Court of Arbitration ("LCIA Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be London. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

15.2 The prevailing party in any arbitration or legal proceeding will be entitled to an award of its reasonable attorney fees.



16. Disputes

In the event of any controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity of it, the parties shall first attempt to resolve the matter over a period of at least thirty (30) days before resorting to arbitration as described above except that equitable remedies may be sought immediately.

17. General

17.1 This Agreement and any Annexures hereto contain the entire agreement between the parties and supersede all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties relating to the subject matter hereof. There are no other understandings, statements, or promises of inducement, oral or otherwise, contrary to the terms of this Agreement. The Annexures to the Agreement are an integral part of this Agreement and will be deemed incorporated into this Agreement.

17.2 The Operator shall not display signs in any resorts operated and/or managed by Aman nor use the name/logo of Aman in any promotional brochures or ads without prior approval of Aman. It is further agreed that no sign, banner or display shall be affixed to any part of any resorts operated and/or managed by Aman.

17.3 Each party shall keep confidential the details of this Agreement. Neither Party will reveal the content of this Agreement without the express prior written consent of the other Party.

17.4 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.

17.5 The failure of either party hereto to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any election contained herein shall not be construed as a waiver or relinquishment for the future of such provision or election. No waiver or modification by any party shall have been deemed to have been made unless expressed in writing by such party.

17.6 The Operator may not assign or transfer this Agreement to a third party without the prior written consent of Aman. Aman may assign or transfer this Agreement to any entity within its group or affiliate without the prior consent of the Operator.

17.7 If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in full force and effect.

17.8 This Agreement may not be amended or modified except by a subsequent written instrument evidencing the express consent of each of the parties, duly executed by the parties.

17.9 Each person signing this Agreement warrants that he or she has power and authority to bind the party for which he or she signs to all of the terms and conditions of this Agreement.

17.10 This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original. In proving this Agreement it shall not be necessary to produce or account for more than one of the counterparts.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by having their duly authorized representative(s) sign his/her/their name(s) in the respective spaces provided below: **[Entity name]**

By: _____

Name:

Title:

Haute Retreats

By Sabrina Piccinin

Name: Piccinin Sabrina

Title: CEO & Founder