

2019 RESORT ROOMS PREFERRED DISTRIBUTOR AGREEMENT.

Issued: 5 OCTOBER 2018

The Resort, located in San Jose Los Cabos, Mexico appoints **WINGED BOOTS** as a Preferred Distributor for the Resort and entitles the Distributor to display **Viceroy Los Cabos** as a holiday product for sale in the Distributor's travel brochure, for the period specified in the Schedule below, with an allocation sold at rates shown below, upon the basis of and subject to the Terms and Conditions set out overleaf.

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|-----------------------|--|
| Resort | Viceroy Los Cabos, Paseo Malecon SJC, Lote 8, Zona Hotelera San Jose del Cabos, Baja, California Sur, CP 23405; Tel: +800 801 6827 Reservations E-Mail: loscabos.reservations@viceroyhotelsandresorts.com GM: Martin Kipping martin.kipping@viceroyhotelsandresorts.com |
| Represented By | SALES AND MARKETING: Cataline Lloyd Tel: +1 323 330 2255 Email: cat.lloyd@viceroyhotelsandresorts.com Karen Achio Tel: +213 440 4127 Email: Karen.achio@viceroyhotelsandresorts.com Laura Reyes Tel: +52 1 984 806 4717 Email: laura.reyes@viceroyhotelsandresorts.com |
| Tour Operator | COMPANY NAME: WINGED BOOTS Contact Name: ANNA-MARIE JANSSEN Email: anna@wingedboots.co.uk Address: NORTH HOUSE, ST. EDWARDS WAY, ROMFORD, ESSEX, RM1 3AE Tel: 0203 8160985 Close Outs: Subject to Change |

****2019 EP rates are listed at 20% NET PER ROOM PER NIGHT quoted in US DOLLARS. NOT INCLUSIVE of 16% service, 19% VAT & 3% Lodging Tax**

| ROOM CATEGORIES - RESORT | Max Number of Guests | Jan 5th-May 15th 2019 Shoulder Season | May 16 th – Oct 31 st 2019 Low Season | Nov 1 st – Dec 19 th 2019 Shoulder Season | Dec 20 th 2018 – Jan 4 th 2020 Festive** |
|------------------------------------|----------------------|--|--|--|---|
| King | 2 Adults* | 475 | 395 | 475 | 650 |
| Partial Ocean View King | 2 Adults* | 505 | 425 | 505 | 680 |
| Partial Ocean View Two Double Beds | 4A/ 2A2C | 525 | 445 | 525 | 700 |
| Ocean View King | 2 Adults* | 555 | 475 | 555 | 730 |
| Ocean View Two Double Beds | 4A/2A2C | 575 | 495 | 575 | 750 |
| Junior Suite | 2 Adults* | 595 | 515 | 595 | 770 |
| Partial Ocean View Junior Suite | 2 Adults* | 625 | 545 | 625 | 800 |
| Ocean View Junior Suite | 2 Adults* | 675 | 595 | 675 | 850 |
| Partial Ocean View Premier Suite | 2 Adults* | 775 | 695 | 775 | 950 |
| Ocean View Premier Suite | 2 Adults* | 875 | 795 | 875 | 1050 |

* All room configurations can accommodate one baby crib in addition to max numbers

** Festive Payment Terms & Conditions Apply

THE VICEROY ICON COLLECTION

Paseo Malecon San José Lote 8, Zona Hotelera, 23400 San José del Cabo, B.C.S., Mexico T +800 801 6827 viceroyhotelsandresorts.com

Anna-M. Janssen

TERMS & CONDITIONS

- Above rates are per room per night based on double occupancy (OR higher for designated units, net, non-commissionable)
- All room configurations can accommodate one baby crib in addition to max numbers.
- Extra Adult Supplement: add \$48.75 US per night NOT INCLUSIVE of 16% Service and 19% VAT.
- Taxes, service charges and additional fees subject to change.

MEAL PLANS- Add Ons (NOT INCLUSIVE of 19% VAT and 15% Service charge)

Breakfast- \$26.25++ US Net per person per night. Certain items on the menu may be subject to a supplemental charge. Plan does not include in room mini bar nor breakfast room service menu.

Any offerings included by a meal plan that is not consumed, will not be credited back

All Inclusive plans can be offered at \$150++ per person per night

Children's Policy

- Children 16 and under stay free in same room as parents.

Meal Plans:

- 0-5 YEARS FREE (Children's menu only)
- 6-12 YEARS 50% OF ADULT PRICE (Can order off Children's menu or a la carte menus)

Keyword Bidding Policy

Neither Distributor nor any of its agents shall use, register, or bid on the term VICEROY or any phrase comprised in part of VICEROY, its phonetic equivalents, any mark confusingly similar thereto, or any of the Resort's (or its affiliates' or parent entity's) registered or common law trademarks in any keyword advertising or other pay-per-click marketing scheme, including but not limited to Google AdWords, Yahoo Gemini, or Bing Ads. For the avoidance of doubt, use of the term VICEROY in a pay-per-click marketing scheme shall be construed broadly, and shall include any advertisement targeted based on content featuring the term VICEROY, its phonetic equivalents, any mark confusingly similar thereto, or any of the Resort's (or its affiliates' or parent entity's) registered or common law trademarks, or content regarding the Resort or any of its affiliates' or parent entity's properties, including but not limited to the use of landing pages regarding the Resort or any of its affiliates' or parent entity's properties to target advertisements in Google Dynamic Search Ads.

Cancellation/No Show Policy

- Reservations may be cancelled 14 days prior to arrival with no penalty. Reservations cancelled within days of arrival, will result in forfeiture of two nights room and tax. (Not applicable for Festive Season)
- Early Departures and No-Shows will be charged a 100% penalty
- All penalty charges are net, non-commissionable. Payments are to be made directly to the Resort's bank account.

Payment Terms & Conditions - PREPAYMENT

All monies received by the Distributor from persons purchasing holidays at the Resort are monies held in trust by the Distributor for the Resort. All monies are to be received in the Resort bank account 21 days prior to guest arrival. The Resort reserves the right to cancel any booking which is not paid 21 days prior. Payment must be made in full at the time of booking for all reservations made within 21 days of arrival. Should the client arrive without such payment, the Resort reserves the right to charge the client with the full amount on arrival. **Remittance advice to be sent to the Resort stating details of bank account credited and invoices paid. Failure to comply with these payment conditions will result in possible cancellation of arriving rooms.**

Payment Terms & Conditions – FESTIVE 2019

- 50% deposit charged at time of booking and remaining balance charged 90 days prior to arrival for stay between December 20, 2019 – January 4, 2020
- Cancellation 90 days prior to arrival – For stays between December 20, 2019 – January 4, 2020
- Full or partial cancellations within the 90 days for the dates of December 20, 2019 and January 9, 2020 dates will result in forfeiture of full prepayment of room, tax and service or the nights cancelled if a partial cancellation. Once a reservation is cancelled the accommodation(s) will be released back to the resort.
- Early Departures and No-Shows will be charged a 100% penalty.
- All penalty charges are net, non-commissionable. Payments are to be made directly to the Resort's bank account.
- FESTIVE SEASON MINIMUM STAY REQUIREMENT: All room categories require a 5-night minimum length of stay for arrivals from 22 December to 31 December 2019.
- Deductions are NOT allowed without prior written approval of the resort

Other Notes:

Group Bookings: Net rates are valid for 7 rooms or less. For blocks of 8 or more rooms group policies will apply

Banking Details

Account name: TORTUGA RESORTS SAN JOSE S.A. DE C.V.

Bank: Banco Santander México S.A.

Beneficiary Address: Paseo Malecon SJC L8, Zona Hotelera SJC, Malecon Corre Tur SJD, Los Cabos, San Jose del Cabo, Baja California Sur, C.P 23405

Bank Address: Carretera Transpeninsular KM 29, Colonia La Jolla, CP 23400, San Jose del Cabo, Baja California Sur, Mexico

Account #: 82500843148

SWIFT: BMSXMMXX

Agreement Summary:

The **Resort** agrees to:

- 1) Guarantee that the Wholesaler will be Closed Out only if absolutely necessary.
- 2) Provide the Wholesaler with a choice of photography for use in its brochure and other Collateral material.

The Wholesaler agrees to:

- 1) Sell & Report OR give weekly advance booking updates to the Resort.
- 2) Allow the Resort to train its reservations staff twice annually.

Allow the Resort to have input into its brochure presentation.

Contract notes

Viceroy Los Cabos reserves the right to change tax and VAT fees in line with any government changes
These rates are private and confidential and not to be shared with any third party.

Signed for and on behalf of the Wholesaler by:

Anna-M. Janssen

Signed for and on behalf of Viceroy Los Cabos, by:



____ Cataline Lloyd – Director of Sales & Marketing _____