

GENERAL CONDITIONS FOR THE PROVISION OF HOTEL SERVICES HOTELES ESTELAR S.A.

The following document contains the general conditions for the provision of hotel services in the Hotels of the chain ESTELAR, which are understood to be accepted with the acceptance of the "QUOTATION" presented by the **HOTEL** or the signing of the "PROVISION OF HOTEL SERVICES CONTRACT", **THE CLIENT** acknowledges that the terms contained in the contract, along with the "QUOTATION" "PROVISION OF HOTEL SERVICES CONTRACT OF ACCEPTANCE" and/or constitutes the final and entire agreement in respect to the contracted services and therefore in case of contradiction, these documents take priority over any other document, communication, offer or contract negotiated by the parties about the said services.

FIRST: OBLIGATIONS AND SERVICES OF THE HOTEL: In accordance with the purpose of the contract, the **HOTEL** is required to provide the **CLIENT** and/or the authorized guests, the services provided in THE QUOTATION under the following conditions:

- **Room blocking:** The number of rooms that are in-use daily is that described in THE QUOTATION.
- **Check-in and check-out time:** According to the provisions of the national hospitality market, the check-in time is at 3:00pm and the check-out time is at 1:00pm. In the event of the necessity to depart after this time, **THE CLIENT** must advise, in anticipation, with the Rooms Division Manager to verify the availability.
- **Food and beverage, servers, salons, and additional services:** These services will be performed to satisfy the description in THE QUOTATION.

SECOND: CONSUMPTIONS: Consumption from the minibar, laundry, phone calls, food, beverages and other additional services not included within the services described in THE QUOTATION, the **HOTEL** will bill them directly to the guests, who must pay them at the moment of check-out or departure of the hotel. Likewise, the **CLIENT** is joint and severally responsible for the payment of the obligations that represent the consumption of the services. For the aforementioned, in the event that the guest does not pay the said consumption charges in order to check out, the Hotel will charge and bill them directly to the **CLIENT**, who is expressly required to pay them. For the purposes of the previously established, each guest at the moment of arrival to the hotel (check-in) must sign a voucher as a payment guarantee.

THIRD: GUEST LIST: **THE CLIENT** must submit to **THE HOTEL** the guest list with at least ten (10) calendar days of notice of the date of the event or arrival of the guests to **THE HOTEL**. In the event that the list is not submitted or out of the term previously described, **THE HOTEL** will not be responsible for the arrival of persons not authorized by **THE CLIENT**, nor for the additional consumption that may be carried out, which must be assumed by **THE CLIENT**.

FOURTH: PENALTIES: The agreed services can be paid in whole or part, without penalty charges, by means of written communication to **THE HOTEL**, sent with at least thirty (30) calendar days' notice of the arrival of the group to **THE HOTEL**, exceeding this time to present a full cancellation or a reduction of the group will apply the following penalties:

- Between twenty (20) and twenty-nine (29) calendar days before the arrival date of the group, the cancellation penalty will be forty percent (40%) of the total Contract. To reduce the group, the maximum allowed will be fifteen percent (15%).
- Between ten (10) and nineteen (19) calendar days before the arrival date of the group, the cancellation penalty will be sixty percent (60%) of the total Contract. To reduce the group, the maximum allowed will be ten percent (10%).
- If the cancellation is given with less than ten (10) calendar days, regardless of the confirmation date, before the arrival date of the group, the cancellation penalty will be one hundred percent (100%) of the total Contract. To reduce the group, the maximum allowed will be ten percent (5%).

The guaranteed nights that are NOT fulfilled in the Hotel in the established dates and that have NOT been cancelled within the agreed time, will be declared as NO SHOW, which will be charged in its entirety. Likewise, the rooms that have early departure, in the event that the HOTEL is not informed with seventy-two (72) hours' notice, it will be considered as Early Departure and will be charged the entirety of the nights that are not used.

FIFTH. ENFORCEMENT: This contract provides enforcement to legally demand the execution of any of the obligations thereunder, expressly waiving the parties from the default requirement or any other of in extrajudicial nature.

SIXTH: CREDITS: In the event that **THE CLIENT** requires a line of credit for the group for the payment of the total value described in THE QUOTATION, this must be previously approved by the Corporate Credit and Lending Manager of Hoteles ESTELAR S.A., for which the **CLIENT** must submit a request before the department head fulfilling the qualifications required.



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SEVENTH: LIABILITY OF THE HOTEL: The parties agree that the **HOTEL** is not responsible for the loss of any object or item of value left by the guests in the rooms, at all times there is a lock box to keep money and items of value. Furthermore, the parties agree that the **HOTEL** is not responsible for the loss of any object or item of value left in the salons subject to this contract or areas of the Hotel, for which **THE CLIENT** will take exclusive responsibility to take the necessary care and storage measures, giving suitable warning to the guests and others that are appropriate for the care and/or storage of their belongings. In the event of the parking lot, the only responsibility of the **HOTEL** is the storage of the vehicle along with its component items, items of value must not be left in the vehicles, in case of requesting storage of items other than the vehicle, one must make a storage request in the reception of the **HOTEL**.

EIGHTH: RESPONSIBILITY FOR PROPERTY DAMAGE: **THE HOTEL** will bill the guests the value of the property damage that is caused to property or assets in the name of fault or negligence, charging at the commercial value for the damage caused to the guest responsible for the room at the moment of check-out or departure of the hotel. Additionally, the **CLIENT** will be jointly responsible for the payment of the damage that is caused, in the event that the guest does not pay at the moment of departure from the Hotel.

NINTH: ACTS OF GOD OR FORCE MAJEURE: In the of circumstances of acts of God, such as problems with public utilities, damage to the premises of **THE HOTEL** caused by storms, quakes, earthquakes, riots, disturbances, strikes, labor blocks or other serious non-foreseeable nor resistible cases that block the **HOTEL** from performing this contract, the **HOTEL** only will be required to reimburse the **CLIENT** a sum of money equal to the value of the services not provided.

TENTH: PRECULINIARY PENALTY CLAUSE: In the event of nonperformance of any of the obligations at the expense of any of the parties, the party that breaches shall acknowledge and compensate the other, as specified in the penal clause, a sum equivalent to 20% of the value of the contract. Notwithstanding, is it highlighted in the said clause and for the purpose of this section, will only be valid for breach on the part of **THE HOTEL** when there is not full availability of the rooms and salons for the set dates of this contract. In other cases, the penalty will be proportional to the total value of the service lacking to provide by **THE HOTEL**.

ELEVENTH: CONTRACT ASSIGNMENT AND MODIFICATIONS: None of the parties may fully or partially assign the contract unless there is written consent from the other party. Any modification and/or addition that is carried out and/or to its annexes must be written and signed by both parties.

TWELTH: TAXES: The **CLIENT** will be responsible for the total value of the all the taxes that are incurred by virtue of the contract in accordance to THE QUOTATION and may not be attributed to **THE HOTEL**.

THIRTEENTH: SPECIAL DUTIES OF THE CLIENT: As such, **THE CLIENT** has entered into the contract with **THE HOTEL**, to offer its available hotel services as described in THE QUOTATION, for the execution of the event promoted by the **CLIENT**, is required to inform the guests thereof, the characteristics of the contracted services and the obligations undertaken by virtue of this contract.

FOURTEENTH: DISPUTE RESOLUTION AND ARBITRATION: The disputes that arise between the parties in the event of interpretation, signing and performance of the contract and that may not be directly between them in mutual agreement, through amiable compositor, or any other conciliation proceeding or transaction, with in a period of fifteen (15) calendar days starting from the notification of the matter from one of the parties to the other will be resolved by Arbitration Tribunals carried out by the Bogota Chamber of Commerce (CCB by its Spanish Acronym), that will be subject to the provisions of Law 23 of 1991 and other standards that complement, regulate, modify, in accordance with the following rules: The Tribunal will be made up of 1 arbitrator, which must be a Colombian attorney, domiciled in Bogota and selected by drawing from a list of arbitrators for the Bogota Chamber of Commerce (CCB). The internal organization of the Tribunal will be subject to the rules set forth to this effect by the Center of Commercial Arbitration and Conciliation of the Bogota Chamber of Commerce (CCB). The Tribunal will decide in law. The costs, agencies of law and operating expenditures of the Tribunal will be charged to the unsuccessful party.

FIFTEENTH: ESCNNA CLAUSE: The parties jointly declare that they reject any form of sexual exploitation against children in travel and tourism (ESCNNA) acknowledging, implementing and supporting the necessary measures for the prevention of ESCNNA. Thus, in all activities and/or operations of that parties, as well as that they must carried out in accordance with the Contract, necessary measures will be implemented in order to avoid that minors could be subjected for sexual exploitation and will report to the proper authority any behavior that could result or any activity related to ESCNNA is suspected, likewise, the parties are required to adopt the necessary measures to prevent that its workers, dependents or intermediaries, offer touristic advice or sexual contact with underage children.



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SIXTEENTH: CONFIDENTIALITY: THE CLIENT commits to uphold, and to uphold on the behalf of its employees, in strict confidentiality, all and any Confidential Information that comes to knowledge as a result of the Services. In no case, **THE CLIENT** or its employees can (a) display, disclose, publish or reproduce in any form the Confidential Information (b) use the Confidential Information in self or foreign interests, (c) mention or give the Confidential Information to third parties and (d) use the Confidential Information to move forward with third party relationships similar to those in the present Contract. The obligations acquired as a result of this clause extend for two (2) years starting from the termination of the Contract. "Confidential Information" is understood as all the processes, operating procedures, data, resources, graphics, visual information, verbal or written, procedures, ideas, plans, designs, formulas, calculations, marketing strategies, prices, contracts, names and information of the clients of **THE HOTEL**.

SEVENTEENTH: PROTECTION OF PERSONAL INFORMATION: THE CLIENT informs that it authorizes **THE HOTEL** the processing of its personal, which have been given as a result of commercial relations that **THE PARTIES** maintain. **THE HOTEL** informs that the personal information will be stored with special care, according with and subject to Laws 1266 of 2008 and 1581 of 2012, the Decree 1377 of 2013, and the other standards that modify, regulate or extend the regulation of the subject, as well as which are referred to in the PRIVACY AND PROCESSION OF PERSONAL INFORMATION POLICY MANUAL – HOTELES ESTELAR S.A. in which can be consulted on the following link: <http://www.hotelesestelar.com/manual-de-politicas-de-privacidad-y-tratamiento-datos-personales-hoteles-estelar-s-a/>

SEVENTEENTH: PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING: THE CLIENTE states under oath that it is understood that by signing this contract, that the resources that make up their assets do not source from money laundering, terrorism financing, drug trafficking, any illegal money and in general any illegal activity; likewise it states that the resources submitted or that will be submitted as consideration for the services offered by **THE HOTEL** originate from legal activity. For the purpose of the foregoing, **THE CLIENT** expressly authorizes **THE HOTEL**, to consult the guest lists, information systems and data bases, and if anything is found, to report it, **THE HOTEL** will move forward with contractual remedies and/or appropriate legal action. **THE CLIENT** is required to carry out all activities and administrative formalities, aimed at assuring that the partners, administrators, contractors, clients, providers, employees, etc. and/or the resources of them, and not related or originating from illegal activities, and particularly the aforementioned.

EIGHTTEENTH: ANTICORRUPTION COMMITMENT: The parties guarantee that all activities will be performed within the legal framework, the professionalism, the ethics and is not required to pay and not to give money or any other economic advantage or personal incentives, or with a monetary value, to the workers or public servants or of the government with the aim to: (i) obtain an illegitimate advantage, (ii) to guarantee or ensure business or sales of the public entities or receive payment of the debts incurred by such sales, (iii) influence on any act or decisions of said public servant, political party, representative or candidate of the political party in their official role, (iv) induce such public servant, political party, member or candidate of a political party to do or cease performing any act in violation with the legal duties of said public servant, political party, member or candidate of a political party (v) guarantee any undue advantage, (vi) induce said public servant, political party, member or candidate of a political party to use or to government influence or dependency thereof to affect or influence in any act or decision of such government or organization, with the aim to aid any of the Parties to obtain or keep business for or with, or send business to any person.

Likewise, the Parties are required to not perform any corrupt practice. In consideration of the aforementioned, the parties release each other from all of the responsibility derived from any liability for breach of the Law, the professionalism, the ethics, and other applicable laws. Any material breach to any of the obligations contained in this clause may be considered by the other Party as a material breach of contractual relations in respect to the provision of services as the essential terms of this contract, and the said party may terminate the said contractual relation for the provision of services immediately and notwithstanding any other right or remedy under this contractual relation for the provision of services or applicable laws.

NINETEENTH: ENTIRE AGREEMENT CLAUSE: THE CLIENT states that any verbal or written agreement made prior to the undersigning of the *Service Contract for Provision of Hotel Services Hoteles ESTELAR S.A.* and proposed on the same subject of the said contract, has no validity, and therefore has no legal binding effects between the parties. The contract may only be modified by written agreement by both parties. Thus, **THE CLIENT** acknowledges having read, accepting and understanding the *Service Contract for Provision of Hotel Services Hoteles ESTELAR S.A.* and accept to be bound by its terms and conditions. The parties agree that the *Service Contract for Provision of Hotel Services Hoteles ESTELAR S.A.* contains the complete and exclusive agreement entered into between each other, including all the proposals, verbal agreements and/or written. In the event of having undersigned two or more *Service Contracts for Provision of Hotel Services Hoteles ESTELAR S.A.* by the same subject, first of all will be the most recent date, nullifying the value or effectiveness of the older date.



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TWENTIETH: BINDING AGREEMENT: The Contract will be understood to be perfected and binding with the acceptance of "THE QUOTATION" submitted by **THE HOTEL** to **THE CLIENT** or with the undersigning by the parties of the *Service Contract for Provision of Hotel Services Hoteles ESTELAR S.A.*