

**TERMS, CONDITIONS, AND RESTRICTIONS FOR THE PROVISION OF HOTEL SERVICES
FOR CORPORATE CLIENTS, GROUPS, AND EVENTS
HOTELES ESTELAR S.A.**

This document contains the terms, conditions, and restrictions by which Estelar Hotels S.A. (hereinafter referred to as the HOTEL) provides hotel services at its establishments to corporate clients, companies, or individuals with groups of ten (10) or more rooms, and/or for event clients (hereinafter referred to as the CUSTOMER), which are understood to be accepted by the CUSTOMER, as applicable, through the acceptance of the Quote or by signing the Hotel Services Agreement.

First. Hotel Services: The HOTEL obliges to make available the services described in the Quote to the CUSTOMER and/or authorized guests, subject to the following general conditions:

- **Accommodation:**

The number of rooms to be used daily by the CUSTOMER is described in the Quote. The HOTEL only reserves rooms when the CUSTOMER confirms their booking, either by making a deposit into the account according to the terms of this document or by providing a letter of guarantee in case of having previously approved credit with the HOTEL.

The *check-in* time is at 3:00 p.m. and the *check-out* time is at 1:00 p.m., except in the establishments Hotel Estelar Playa Manzanillo, Estelar Santamar Hotel & Convention Center, and Estelar Cartagena de Indias Hotel & Convention Center, where the *check-out* time is at 12:00 p.m.

An additional person will be charged per night, according to the applicable rate for each hotel.

Early check-in Policy:

If the CUSTOMER requires entry before the established time or early check-in, the following should be taken into account:

- Subject to availability.
- Entry before 6:00 a.m. is charged for the entire night, including breakfast if the rate for the following days includes it.
- Entry after 6:00 a.m. is charged half of the rate for the stay, including breakfast if the rate for the following days includes it.

Late Check-Out Policy:

If the CUSTOMER requires a *check-out* after the established time, or a *late check-out*, they must consult and obtain authorization from the reception staff. If they check out past the established time without prior authorization, they will be charged the rate corresponding to one additional night plus taxes.

Early Departure Policy:

If the CUSTOMER requires an early departure, they must make the request to the reception staff with a minimum of twenty-four (24) hours' notice before the new departure date or early departure. In the event of not submitting the request promptly, the cost of the unused night(s) of accommodation plus taxes will be charged in accordance with the initial reservation. The early departure policy does not apply during peak seasons. The early departure policy does not apply to groups, in which case the reduction policy should be followed.

Policy for Accommodation of Minors:

If you are traveling with a child under the age of eighteen (18), you must present the identification document of the minor (birth certificate, birth record, or equivalent document in your country of origin) that demonstrates the parent-child relationship. If the minor is not traveling with their parents, you must also provide at the reception, in addition

to the minor's identification document, the original authorization from the parents along with a copy of the identification document of those who provided the authorization. Without this documentation, the entry of minors into the hotel is not allowed. This is in accordance with the provisions of Law 679 of 2001, the Statute for the Prevention of the Sexual Exploitation of Children, Girls, and Adolescents, and its related regulations. The guest assumes the responsibility of supervising minors accompanying them throughout their stay in the hotel.

Guest List:

The CUSTOMER must provide the HOTEL with the list of guests at least fourteen (14) calendar days in advance of the group's check-in date at the HOTEL. The HOTEL will adhere to the list sent by the CUSTOMER and will inform the CUSTOMER if an unauthorized person attempts to check-in. If the CUSTOMER does not provide the list or provides it after the aforementioned deadline, the HOTEL is not responsible for the entry of any unauthorized individual by the CUSTOMER, nor for any expenses they may incur, all of which must be paid by the CUSTOMER.

- **A&B and others:**

The sale of food and beverages, as well as the provision of meeting rooms, waitstaff, audiovisual aids, and other services, is carried out by the HOTEL as described in the Quote.

- **Additional expenses:**

The consumption of food, beverages, minibar items, laundry, phone calls, and other additional services that are not included in the services described in the Quote will be billed directly by the HOTEL to each guest, who must pay for them either at the time of each consumption or at check-out. In the absence of payment, the additional expenses must be paid jointly by the corporate client, and the HOTEL will charge and invoice the CLIENT directly.

For complementary services contracted by the CLIENT with third parties other than the HOTEL, the CLIENT must ensure at all times that these third parties comply with labor obligations determined by current legislation and that they and their dependents are affiliated with the comprehensive social security system (EPS, AFP, ARL, etc.). The HOTEL reserves the right to admission for third parties who do not meet legal requirements.

Second. Validity of the Quote: The Quote sent by the HOTEL to the CLIENT will be valid for the duration described in that document. After the validity of the Quote has expired, the prices described will not be maintained. If the CLIENT accepts the quote and/or guarantees the reservation after the end of its validity, the HOTEL will issue a new Quote, subject to availability, and with the applicable rate for the date of issuance.

Third. Deposit Policy, Reduction Policy, Cancellation Policy, and No-Show Policy for Reservations: The CLIENT is responsible for making the following deposits and paying the following penalties in the event of cancellation, reduction, and no-show of guests:

- **Individual accommodation reservations for individual corporate clients and travel agencies:**

Deposits:

These reservations will have a period of forty-eight (48) hours to be paid using any payment method. If the payment of one hundred percent (100%) of the total reservation value is not made within this period, the Hotel may make the room available for sale.

- **Group Reservations Made 6 to 12 Months in Advance of the Event and/or Accommodation:**

Deposits:

In order to block the rooms for your group reservation and/or event, the CLIENT must:

- Make a deposit equivalent to thirty percent (30%) of the total within the validity of the Quote.

- Five (5) months before the group's check-in, make a deposit equivalent to fifty percent (50%) of the total value of what was contracted.
- Four (4) months before the group's check-in, make a deposit equivalent to seventy percent (70%) of the total value of what was contracted.
- Three (3) months before the group's check-in, make a deposit equivalent to one hundred percent (100%) of the total value of what was contracted.

Reduction:

If the CLIENT wishes to reduce the number of rooms initially contracted, they may do so, on a one-time basis, based on the following parameters:

- If the reduction is made between the booking date and six (6) months before the group's check-in date, it can be reduced by up to twenty percent (20%) of the total contracted rooms without penalty.
 - If the reduction is made three (3) months before the group's check-in date, it can be reduced by up to ten percent (10%) of the total contracted rooms without penalty.
 - If the reduction is made between forty-five (45) and eighty-nine (89) days before the group's check-in date, it can be reduced by up to five percent (5%) of the total contracted rooms without penalty.
 - The reduction percentages are not cumulative and are mutually exclusive.
- **For group reservations made 6 to 3 months in advance of the event/accommodation start date:**

Deposits:

In order to block the rooms for your group reservation and/or event, the CLIENT must:

- Make a deposit equivalent to fifty percent (50%) of the total quote value within the two (2) business days following the Quote being sent.
- Two (2) months before the group's check-in, make a deposit to complete an amount equivalent to seventy-five percent (75%) of the total contracted value.
- One (1) month before the group's check-in, make a deposit to complete an amount equivalent to one hundred percent (100%) of the total contracted value.

Reduction:

If the CLIENT wishes to reduce the number of rooms initially contracted, they may do so, on a one-time basis, based on the following parameters:

- If the reduction is made between the booking date and three (3) months before the group's check-in date, it can be reduced by up to ten percent (10%) of the total contracted rooms without penalty.
- If the reduction is made between forty-five (45) and eighty-nine (89) days before the group's check-in date, it can be reduced by up to five percent (5%) of the total contracted rooms without penalty.
- In the event that the CLIENT cancels one hundred percent (100%) of the total contracted for rooms, food and beverages, and any other services, a penalty will be charged for the total deposit amount.
- The reduction percentages are not cumulative and are mutually exclusive.

- **For group reservations made 90 days to 1 day in advance of the event start date:**

Deposits:

In order to block the rooms for your group reservation and/or event, the CLIENT must:

- Make a deposit equivalent to seventy-five percent (75%) of the total quote value within the two (2) business days following the Quote being sent.
- Forty-five (45) days before the group's check-in, have a deposit equivalent to ninety percent (90%) of the total contracted value.
- Thirty (30) days before the group's check-in, have a deposit equivalent to one hundred percent (100%) of the total contracted value.

Reduction:

If the CLIENT wishes to reduce the number of rooms initially contracted, they may do so, on a one-time basis, based on the following parameters:

- If the reduction is made between the booking date and forty-five (45) days before the group's check-in date, it can be reduced by up to ten percent (10%) of the total contracted rooms without penalty.
- If the reduction is made thirty (30) days before the group's check-in, it can be reduced by up to five percent (5%) of the total contracted rooms without penalty.
- The reduction percentages are not cumulative and are mutually exclusive.

- **For all group reservations:**

Cancellations:

If the CLIENT wishes to cancel all contracted services, the HOTEL will retain one hundred percent (100%) of the deposit paid up to the cancellation date.

No show:

In case the reservation is not used (either the entire group or some of the guests) on the reservation start date, for accommodation services, the HOTEL will proceed to retain the deposit amount corresponding to the number of unused rooms, for the number of unoccupied nights, at the negotiated rate plus taxes.

Non-shows do not exempt the CLIENT from paying the total value contracted for food, beverages, meeting rooms, waiters, and other services quoted based on the number of guests and/or event attendees.

Deadline for Penalty Payment:

For CLIENTS with credit accounts at the HOTEL, the penalties described in this document must be paid by the CLIENT within five (5) business days following the HOTEL's written request. The penalty will be calculated by the HOTEL in accordance with the guidelines outlined in this document regarding deposit policies.

Fourth. Executive Merit: The contract holds executive merit for judicially demanding the fulfillment of any of the obligations stipulated therein, with the parties expressly waiving the requirement for extrajudicial debt acknowledgment and any other of an extrajudicial nature.

Fifth. Credits: CLIENTS with previously approved credit accounts by the HOTEL's Corporate Credit and Portfolio Manager must secure the reservation with a guarantee-letter in accordance with the following deadlines:

- To ensure a reservation during high-season dates, the CLIENT will have a deadline of one (1) business day at most.
- To ensure a reservation during low-season dates, the CLIENT will have a deadline of five (5) business day at most.

In the case of an agency, the applicable guaranteed document can be the voucher.

Sixth. Hotel's Responsibility: The HOTEL's responsibility is subject to Colombian commercial laws. The HOTEL is only responsible for items received under a receipt by the CLIENT and guests for safekeeping. The HOTEL may refuse to accept custody of items of significant value or excessively bulky. The HOTEL is not responsible for the loss of any objects or valuable items left by guests in the rooms, as there are safes available to guests for storing money and other valuable objects. The HOTEL is not responsible for the loss of objects or valuable items left in meeting rooms or other facilities; it is the exclusive responsibility of the CLIENT to take necessary care measures and provide the appropriate warnings to guests and others for the custody and/or care of their belongings. Regarding the parking lot, the HOTEL's only responsibility is the custody of the vehicle along with its components, so valuable items should not be left inside vehicles. In the case of requesting custody of items other than the vehicle, the request must be made at the HOTEL reception.

Seventh. Responsibility for Damages: The HOTEL will charge guests for any material damages they may cause to its facilities at their replacement value as new. The charge will be made either at the time of the incident or at check-out. In any case, the CLIENT is jointly responsible for paying for the damages if the guest does not pay for them upon leaving the establishment.

Eighth. Force Majeure or Unforeseeable Circumstances: In the event of circumstances of force majeure or unforeseeable events, such as problems with public services, damage to the facilities caused by storms, earthquakes, riots, strikes, labor stoppages, or other unforeseeable and irresistible events that prevent the HOTEL from providing its services, the HOTEL will notify the CLIENT in order to agree on rescheduling the event/services, and, if not possible, will refund the CLIENT the amount of money equivalent to the value of the services not provided.

Ninth. Assignment of the Contract and Modifications: Neither the HOTEL nor the CLIENT may assign the contract in whole or in part unless there is written authorization from the other Party. Any modification and/or addition made to the Quote and/or the Hotel Services Contract must be in writing and signed by all Parties.

Tenth. Taxes: All taxes generated as a result of the conclusion and execution of this contract will be borne by the HOTEL or the CLIENT as required by law. If modifications or derogations are made between the acceptance of the Quote or the signing of the Hotel Services Contract that change tax obligations, the CLIENT must, in any case, pay the taxes legally applicable.

Eleventh. Conflict Resolution and Arbitration Clause: Any dispute arising between the Parties regarding the conclusion, existence, validity, effectiveness, enforceability, opposability, interpretation, execution, breach, termination, resolution, and/or liquidation of this contract that cannot be resolved directly shall be submitted to the decision of an Arbitration Tribunal of the Chamber of Commerce of Bogotá, which shall be subject to the provisions of Law 1563 of 2012 and other regulations that complement, regulate, or modify it, in accordance with the following rules: (i) If the dispute is of greater value, as defined by the National and International Arbitration Statute or any law that modifies, replaces, or supplements it, the Tribunal shall be composed of three (3) arbitrators appointed by mutual agreement of the Parties. If the dispute is of lesser value, as defined by the National and International Arbitration Statute or any law that modifies, replaces, or supplements it, the Tribunal shall be composed of one (1) arbitrator appointed by mutual agreement of the Parties. In the event that an agreement is not possible in this regard, the arbitrators shall be appointed by the Arbitration and Conciliation Center of the Chamber of Commerce of Bogotá through a random draw, at the request of either Party. (ii) The Tribunal shall decide in accordance with the law. (iii) The costs of the arbitration tribunal shall be borne by the losing Party. (iv) The Tribunal shall hold its sessions at the facilities of the Arbitration and Conciliation Center of the Chamber of Commerce of Bogotá. (v) The Secretary of the Tribunal shall be composed of a member from the official list of secretaries of the Arbitration and Conciliation Center of the Chamber of Commerce of Bogotá. (vi) The provisions of this clause shall not apply in cases of enforcement proceedings, which shall be conducted directly by the Parties before the ordinary courts.

Twelfth. Clause on the Commercial Sexual Exploitation of Children and Adolescents (CSEC): The Parties jointly declare their rejection of any form of commercial sexual exploitation of children, girls, and adolescents (CSEC), recognizing, implementing, and supporting the necessary measures for the prevention of CSEC. Consequently, in all activities and/or operations of the Parties, as well as those that must be carried out under the Contract, the necessary measures shall be implemented to prevent minors from being exposed to sexual exploitation, and any behavior that may lead to or give rise to suspicion of CSEC-related activity shall be reported to the relevant authorities. Similarly, the Parties undertake to adopt the necessary measures to prevent their employees, dependents, or intermediaries from providing tourist guidance or sexual contact with minors.

Thirteenth. Confidentiality: The CLIENT obliges to maintain, and to ensure that its employees maintain, strict confidentiality with respect to any and all Confidential Information that comes to its knowledge as a result of the hiring and/or provision of services. In no case shall the CLIENT or its employees (i) display, disclose, publish, or reproduce Confidential Information in any manner. (ii) Use Confidential Information for their own or others' benefit. (iii) Mention or deliver Confidential Information to third parties. (iv) Use Confidential Information to establish relationships similar to those of this Contract with third parties. The obligations arising from this clause extend for a period of up to two (2) years from the termination of this Contract. "Confidential Information" shall be understood to mean all processes, methods of operation, data, resources, graphics, visual, verbal, or written information, procedures, ideas, plans, designs, formulas, calculations, market strategies, prices, contracts, names, and customer data of the HOTEL.

Fourteenth. Personal Data Protection: In accordance with the provisions of Law 1581 of 2012, Decree 1377 of 2013, Decree 886 of 2014, and other regulations that expand, modify, or replace the regulations on the matter, the CLIENT authorizes the HOTEL to process their personal data, which includes collection, storage, use, circulation, deletion, updating, transmission, and transfer, for the purpose of complying with the obligations of the contract, in accordance with the policies published at <http://www.hotelesestelar.com/manual-de-politicas-de-privacidad-y-tratamiento-datos-personales-hotelesestelar-s-a/>. To access, rectify, update, and delete data, the CLIENT may contact contacto@hotelesestelar.com.

Fifteenth. Anti-Money Laundering (AML) and Countering the Financing of Terrorism (CFT) Commitment: The CLIENT declares and guarantees that their funds do not and will not originate from, nor be mixed with the proceeds of any activity prohibited and sanctioned under local and international legal provisions. The CLIENT undertakes to implement measures to prevent their operations from being used, with or without their knowledge: (i) As instruments to acquire, safeguard, invest, transport, transform, store, preserve, safeguard, or manage assets that have their immediate or mediate origin in criminal activities, or to give them the appearance of legality; (ii) To promote, organize, support, maintain, finance, or economically sustain organized criminal groups, armed groups outside the law, their members, national or foreign terrorist groups, and/or national or foreign terrorists; (iii) To provide funds intended for the manufacture, acquisition, possession, deposit, transport, or export of weapons of mass destruction. In this regard, the CLIENT agrees that the HOTEL shall have the authority to unilaterally and immediately terminate the legal business arising from the signing of this contract in the event that the CLIENT, its shareholders, and/or administrators, any of them, become: (i) Linked by the competent authorities to any type of investigation for crimes such as drug trafficking, terrorism, kidnapping, money laundering, financing of terrorism, and financing of the proliferation of weapons of mass destruction; (ii) Included in lists for the control of money laundering, financing of terrorism, and/or financing of the proliferation of weapons of mass destruction administered by any national or foreign authority, such as the list of the Office of Foreign Assets Control (OFAC) issued by the United States Department of the Treasury, the list of the United Nations, and other similar public lists; and/or (iii) Convicted by competent authorities for the commission of the aforementioned crimes. During the term of this contract, the CLIENT undertakes to update, at least once a year, the information required by the HOTEL for compliance with the provisions of the Comprehensive Risk Management Self-Control System for Money Laundering, Financing of Terrorism, and Proliferation of Weapons of Mass Destruction – SAGRILAF, as well as provide the necessary documentary evidence to confirm the data.

Sixteenth. Anti-Corruption Commitment: The Parties declare that they are aware that, in accordance with local and international legal provisions on anti-corruption, it is prohibited to pay, promise, or authorize the direct or indirect payment of money or any other item of value to any public servant or government official, political party, candidate, or any other person acting on behalf of a public entity when such payment involves corrupt intent to obtain, retain, or direct business to any person for an unlawful advantage. Likewise, the Parties declare that they are aware of the existence of related regulations on bribery in the private sector, understood as the provision of money or gifts to any individual or legal entity of a private nature to obtain an undue advantage. The Parties guarantee that all their activities will be carried out within the legal framework, professionalism, and ethics, so they undertake not to pay or provide money, monetary economic

advantage, or personal incentives of economic value to public officials or government employees, whether national or foreign, in order to: (i) Obtain an illicit benefit, (ii) Guarantee or secure business or sales to public entities or receive payment for debts generated by such sales, (iii) Influence any act or decision of a public servant or government official, political party, candidate, or any other person acting on behalf of a public entity, (iv) Induce a public servant or government official, political party, candidate, or any other person acting on behalf of a public entity to perform or refrain from performing any act in violation of their legal duties, (v) Guarantee any undue advantage, or (vi) Induce a public servant or government official, political party, candidate, or any other person acting on behalf of a public entity to use their influence with the government or its agency to affect or influence any act or decision in order to assist any of the Parties and obtain, retain, or direct business to any person. The Parties release each other from any liability arising from any breach by the other Party of the legal framework, professionalism, and ethics. Likewise, the Parties declare that they have no knowledge of any other person making direct or indirect payments, gifts, or entertainment expenses to obtain an illicit benefit as compensation, to any national or foreign government server or official, or to customers, administrators, or employees of the other Party, contrary to applicable laws, including but not limited to Law 1474 of 2011 and Law 1778 of 2016, as well as the U.S. Foreign Corrupt Practices Act, and, where applicable, the legislation enacted by member states and signatories implementing the OECD (Convention on Combating Bribery of Foreign Public Officials), and shall comply with all relevant laws and regulations relating to bribery and corruption. Nothing in this contract shall hold the Parties or any of their affiliates responsible for reimbursing each other for gifts as described herein. The Party that violates the provisions of this clause shall indemnify the other, without limitation, for any damage caused. Any violation of any of the obligations contained in this clause by one Party may be considered by the other as a breach, allowing the latter to terminate the corresponding Contract with immediate effect, without implying the payment of any penalty or indemnity, and without prejudice to any right or remedy that may be available against the defaulting Party and in favor of the other Party.

Seventeenth. Sole Agreement: The CLIENT accepts that any verbal or written agreement not included in the Quote and/or the Hotel Services Agreement has no legal validity and therefore does not have any legal effects between the Parties. The contract can only be modified by a written agreement between the Parties.

Eighteenth. Finalization: This document of Terms, Conditions, and Restrictions for the Provision of Hotel Services for Groups and Events is an integral part of the Quote and the Hotel Services Agreement, which are considered accepted by the CLIENT, as applicable, through the acceptance of the Quote or through the signing of the Hotel Services Agreement.

v. 2023-09-07