

STARS & LUMINOUS TRAVEL AGENCY PROGRAM PROGRAM RULES AND PARTICIPATION AGREEMENT

("PROGRAM RULES")

Marriott International, Inc. ("Marriott") owns and operates the Marriott International STARS & LUMINOUS Program ("STARS") and ("LUMINOUS"), which is available only to select retail travel agency partners. STARS and LUMINOUS are referred to in these Program Rules individually as a "Program" and collectively as the "Programs."

The STARS & LUMINOUS Travel Agency Program is intended for independent, luxury leisure travel agencies and their direct advisor-members and is an invitation-only Program. It is not targeted toward group, tour operators or wholesale business.

STARS & LUMINOUS is a luxury focused preferred travel agency recognition program designed to meet the needs of Marriott's top producing luxury focused travel agencies by providing exclusive benefits. In exchange for increased incremental business into Marriott's luxury and premium brands, STARS agencies are granted access to participating Marriott hotel brands in STARS & LUMINOUS.

The STARS hotel brands include The Ritz-Carlton, The Ritz-Carlton Reserve, Bulgari, EDITION, St. Regis, and The Luxury Collection. The LUMINOUS hotels include participating hotels from the following brands: W Hotels, JW Marriott, Autograph Collection Hotels, and a select number of hotels of other Marriott brands that fit the Program's objectives.

The Programs provide enhanced service levels to participating agencies as well as resources, educational opportunities, and tools to help increase awareness of and guest stays at Marriott's luxury and premium brands. In addition, Program participating agencies may offer unique benefits, special amenities, and VIP recognition exclusively for their clients.

These Program Rules govern Marriott's relationship with members of each Program (collectively, the "Members" and each individually, a "Member," "you," or "your"). By choosing to participate in the Program(s), you agree that you have read and accept the Program Rules.

1. Marriott and Participating STARS Hotel Obligations

Marriott will provide the following Agency Benefits:

- A dedicated account executive who will work with each Member to design a business plan that meets the
 objectives of both parties.
- An onsite "Guardian Angel" contact at each participating hotel that will be responsive to STARS requests 24/7 with a guaranteed response time within 4 hours of receipt of the request.
- Invitations to familiarization trips, private events, and exclusive opportunities with participating hotels, as available.
- Designated Rate Code (Sabre/Worldspan: S72, Apollo/Galileo: S73, Amadeus: 0S8) to easily identify participating hotels.
- Access to an agency-exclusive website for participating hotel information, booking reservations, and contacts.
- Quarterly reporting with a progress scorecard to measure mutual success.
- · Commission payments in accordance with Marriott's then-current commission policy.

Participating Marriott-branded hotels will provide the following Guest Benefits for bookings made under the STARS rate code*:

- · Welcome note from the GM
- Welcome note acknowledging STARS agency
- Warm in-person welcome upon arrival
- Complimentary basic WIFI
- Personalized welcome amenity
- Full or continental breakfast for two, daily (Hotel's choice of venue)
- Early check-in/late checkout (based on availability)

- One category upgrade (based on availability upon arrival)
- One-time hotel credit valued at 100 USD
 - Application to be determined by hotel
 - Not applicable to room rate, resort fee or taxes
 - o Not valid on back to back bookings at the same hotel
 - Credit is per room per stay

*No minimum night stay is required to obtain the Guest Benefits unless specified by the applicable hotel. If a minimum night stay is required, Guest Benefits will not be available for stays that do not meet the requirement.

2. Marriott and Participating LUMINOUS Hotel Obligations

Marriott will provide the following Agency Benefits:

- A dedicated account executive who will work with each Member to design a business plan that meets the
 objectives of both parties.
- Exclusive LUMINOUS Support Desk for Program partners, available 24/7 to fulfill special requests and work on behalf of you and your clients with respect to your clients' stays at participating LUMINOUS hotels, with a 12-hour response within receipt of the request.
- Invitations to familiarization trips, private events, and exclusive opportunities with participating hotels, as available.
- Designated Rate Code L72 to easily identify participating hotels.
- Access to an agency-exclusive website for participating hotel information, booking reservations, and contacts.
- Quarterly reporting with a progress scorecard to measure mutual success.
- Commission payments in accordance with Marriott's then-current commission policy.

Participating Marriott LUMINOUS hotels will provide the following Guest Benefits for the LUMINOUS rate code*:

- Complimentary basic WIFI
- Early check-in/late checkout (based on availability)
- · Welcome note from the GM
- Welcome amenity
- Full or continental breakfast for two, daily (Hotel's choice of venue)
- One category upgrade (based on availability upon arrival)
- Enhanced Program Benefit: Some hotels opt to participate in the LUMINOUS Enhanced Program Benefit.
 Participating hotels in this category offer a 100 USD credit per stay in addition to the standard LUMINOUS amenities.
 - o Application to be determined by hotel
 - Not applicable to room rate, resort fees or taxes
 - Not valid on back to back bookings at the same hotel
 - Credit is per room per stay

*No minimum night stay is required to obtain the Guest Benefits unless specified by the applicable hotel. If a minimum night stay is required, Guest Benefits will not be available for stays that do not meet the requirement.

3. Member Obligations

You agree to:

- Use commercially reasonable efforts to meet a total agency revenue growth target across all STARS and LUMINOUS participating hotels. Revenue growth targets for the year will be set by Marriott in Q1 of each year and will be communicated to each Member.
- Provide reporting on STARS and LUMINOUS bookings by advisor.
- Provide key advisor contact details, and access to your offices,; for sales calls, trainings and in-person office visits with said advisors at least two times each year you participate in the Program(s), so that STARS and LUMINOUS participating hotels may promote their properties.
- Executive level endorsement of the Program.
- · Dedicated account manager.
- · Quarterly account review.
- Refrain from disparaging Marriott or the Marriott-branded hotels.
- · Abide by all terms and conditions of these Program Rules
- Treat all Marriott and hotel associates and guests with dignity and respect.

4. Member Restrictions*

You may not:

- Advertise the Program on your platforms including, but not limited to, your public website, company
 intranet, a mini program or application or any other third-party website or application, or use Marriott's
 intellectual property (including without limitation Program trademarks and logos), or use the fact that you
 are a Program Member as a marketing tool, without written permission from Marriott.
- Without Marriot's prior written consent, redistribute Marriott rooms with STARS or LUMINOUS benefits
 through an application programming interface (API) to a site that is not intended for STARS and
 LUMINOUS Members or to STARS and LUMINOUS Member sub-agents, third-party distributors, or any
 other travel company, travel agency or travel advisor.
- Under any circumstances, publicly display any Program rates along with benefits in any medium whatsoever.
- Book consecutive stays as separate reservations for the same guest at the same STARS or LUMINOUS
 participating hotel.
- · Sell any room more than once.
- Accept any Guest Benefits intended for end user guests.

5. Availability of Benefits

For STARS, Program agency and client benefits are only available for eligible bookings on the STARS Rate Code (Sabre/Worldspan: S72, Apollo/Galileo: S73, Amadeus: 0S8) made via GDS, Marriott.com, Customer Engagement Center (CEC), or property direct.

For LUMINOUS, Program agency and client benefits are only available for eligible bookings on the LUMINOUS Rate Code (L72) made via GDS, the LUMINOUS Support Desk, property direct, or Marriott.com.

Program benefits will not apply to any other rate program, including Marriott Bonvoy redemption stays.

6. Term and Termination

Your violation of any Member Restriction or Obligation, or any other terms of these Program Rules, may result in immediate removal from the Program(s) at Marriott's sole discretion.

7. Additional Terms

You will participate in the Programs beginning on the day you accept these Program Rules, as evidenced by your signature below. Your participation will continue until terminated by You or by Marriott, by providing written notice of termination to the other party.

Marriott is the sole and exclusive owner or licensee of the trademarks, service marks, trade names, logos, and copyrighted or copyrightable materials of Marriott International, Inc., its affiliates, and the Marriott-branded properties. Members shall never, directly, or indirectly, interfere with, challenge, file applications for, or claim ownership of these trademarks anywhere in the world.

IN NO EVENT WILL MARRIOTT, ITS SUBSIDIARIES AND AFFILIATES, ITS FRANCHISEES OR LICENSEES, ANY MARRIOTT-BRANDED PROPERTY, OR ANY OF THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE PROGRAM OR THESE PROGRAM RULES.

Marriott makes no warranties or representations, either expressed or implied, with respect to type, quality or fitness of goods or services provided through the Program.

Any disputes arising out of or related to the Program or these Program Rules will be handled individually without any class action, and will be governed by, construed and enforced in accordance with the laws of the State of Maryland, United States, without regard to its conflicts of law rules. The exclusive jurisdiction for any claim or action arising out of or relating to the Program or the Program Rules is in the state or federal courts located in the State of Maryland, United States.

All Program benefits, amenities, offers, and services are subject to availability. Marriott may modify the benefits of the Program at any time without notice in its sole discretion.

Marriott's waiver of any breach of these Program Rules by any Member will not constitute a waiver of any other prior or subsequent breach of these Program Rules. Marriott's failure to insist upon strict compliance with these Program Rules by any Member will not be deemed a waiver of any rights or remedies Marriott may have against that or any other Member. Marriott may waive compliance with these Program Rules in its sole discretion.

The Program Rules, together with any other terms and conditions, rules, or regulations incorporated herein or referred to herein constitute the entire agreement between the Marriott and Members relating to the subject matter hereof and supersede any prior understandings or agreements (whether oral or written) regarding the subject matter. These Program Rules may not be amended or modified except in writing by Marriott or by Marriott making such amendments or modifications available on marriott.com/stars.

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