

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Melbourne Marriott Hotel, Corner Exhibition & Lonsdale Streets, Melbourne, VIC, 3000 and Turtle Down Under.

REFERENCE #: M-U34XCMM

ORGANIZATION: Turtle Down Under

CONTACT:

Name: Karthik S
 Street Address: Suite 3, Level 6
 City, State, Postal Code: South Melbourne, 3205
 Country/Region: Australia
 Phone Number: +91996774542
 E-mail Address: groups@turtledownunder.com.au

HOTEL: Melbourne Marriott Hotel, Corner Exhibition & Lonsdale Streets, Melbourne, VIC, 3000

NAME OF EVENT: TDU 22708 MEL 4-6 Jan 25

REFERENCE #: M-U34XCMM

OFFICIAL PROGRAM DATES: Saturday, 04/01/2025 - Monday, 06/01/2025

GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide, and Group agrees that it will be responsible for utilizing, 14 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Attendees

Date	Day	Standard King	Total Rooms
04/01/2025	Sat	7	7
05/01/2025	Sun	7	7

Start Date	End Date	Room Type	BBT Rate
04/01/2025	05/01/2025	Standard King	\$310.00

Hotel's room rates are subject to applicable state and local taxes (currently 10%) in effect at the time of check-out.

ROOM RATE

Quoted in Australian Dollars and are inclusive of 10% Goods and Services Tax

Rates are inclusive of full buffet breakfast for up to 2 guests serviced in the hotel restaurant on a non-reserved basis.

Breakfast for any additional guest will be charged at hotel retail rate.

Rates are for groups, FIT rate will apply if room block drop below 7 rooms per night.

COMPLIMENTARY ROOMS

Not applicable.

COMMISSION

The group room rates listed above are net non-commissionable. Turtle Down Under will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

METHOD OF RESERVATIONS/GUARANTEED RESERVATIONS

Reservations for the Event will be made by a rooming list in a format provided by hotel. Turtle Down Under will forward its rooming list by 30 days prior to arrival.

CUT-OFF DATE

Reservations by attendees must be received on or before 30 days prior to event, (the "Cut-Off Date"). At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the Turtle Down Under group rate after this date.

NO ROOM TRANSFER BY GUEST

Turtle Down Under agrees that neither Turtle Down Under nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Turtle Down Under reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

PAYMENT SCHEDULE

The payment schedule for your Event is outlined below:

Deposit Type	Time Frame	Due Date	Amount Due
100% of estimate charge	30 days prior to event	Thursday, December 5, 2024	AUD \$4,340.00
TOTAL DUE			AUD \$4,340.00

BILLING ARRANGEMENTS

The following billing arrangements apply: Room and Tax to Master. A full payment of total group value will be required in order to hold arrangements on a definite basis. This full payment is due on **Thursday, December 5, 2024** and will be credited toward Group's Master Account.

PAYMENT BY CREDIT CARD OR COMPANY CHECK

If Turtle Down Under wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online website.

Prior to the execution of this agreement Turtle Down Under shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by Turtle Down Under.

This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check.

Turtle Down Under agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

All payment by Credit card will attract a 1.95% Merchant Service Fee surcharge which will be added to the amount payable. Credit Cards that are accepted by Hotel are Visa, MasterCard and American Express.

CANCELLATION

Account will pay the following cancellation fees, as applicable:

In the event of a cancellation by Account which occurs 0 to 30 days prior to arrival, liquidated damages in the amount of one hundred percent (100%) of the Room Night Commitment will be due.

In the event of a cancellation by Account which occurs between the time of acceptance of this Agreement and 31 days prior to arrival, no liquidated damages.

DAMAGE TO ACCOMMODATION ROOMS

Turtle Down Under agrees to pay for any damage to the Accommodation rooms that occurs during the group stay.

COMPLIANCE WITH LAW

Both parties agree that they will comply with all applicable laws and regulations, including, without limitation, health and safety, alcoholic beverage control, disability, anti-corruption, trade sanctions, and anti-terrorism laws. Hotel and Turtle Down Under agree to cooperate with each other to ensure compliance with such laws. Either party may take any and all actions deemed necessary in their sole discretion to ensure its continued compliance with anti-corruption and trade sanctions laws which are applicable to it (or to the Hotel's management company), including, without limitation, immediate termination of this Agreement upon notice and without liability.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Turtle Down Under will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

LIQUOR LICENSE

Turtle Down Under understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are underage.

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

PRIVACY

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Turtle Down Under will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

RIGHTS OF THIRD PARTIES

The parties agree that, except for Marriott International, Inc. and its affiliates, a person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.

IN-HOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate Turtle Down Under's needs. If such special setups or extraordinary formats are requested, Hotel will present Turtle Down Under two (2) alternatives: (1) charging Turtle Down Under the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

PERFORMANCE LICENSES

Turtle Down Under will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Turtle Down Under may use or request to be used at the Hotel.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or use Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer than ten (10) days – after learning of such basis.

MARRIOTT BONVOY EVENTS

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Turtle Down Under has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK **ONE** OPTION BELOW:

☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name _____
Marriott Bonvoy Membership Number _____

*If Miles are desired instead of Points, please also provide:

Participating airline name _____
Participating airline frequent flyer account number _____

OR

☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

*Electronic selection – This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking "Insert." Alternatively, one can use the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."

ACCEPTANCE

When presented by the Hotel to Turtle Down Under, this document is an invitation by the Hotel to Turtle Down Under Ltd to make an offer. Upon signature by Turtle Down Under, this document will be an offer by Turtle Down Under. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Turtle Down Under at any time prior to Turtle Down Under execution of this document, the outlined format and dates will be held by the Hotel for Turtle Down Under on a first-option basis until **Thursday, September 5, 2024**. If Turtle Down Under cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Turtle Down Under and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

ELECTRONIC SIGNATURES

In accordance with federal law, the parties shall execute this Agreement electronically – binding the parties to the same degree as a handwritten signature – by using the following process to create an electronic symbol signifying an intent to be legally bound. Each party must fill in the name, title, and date below, and insert a blackened box ("n") at the end of the line marked "Electronic Signature (***Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation***)*." This Agreement shall not be binding on either party until both parties have electronically executed versions of the Agreement that are identical (apart from the electronic execution) and delivered the same to the other party by electronic mail as an attachment. Each party shall retain a paper copy of the electronic mail and attached executed Agreement received from the other party.

Approved and authorized by Turtle Down Under:

Name: (Print) _____

Signature: (Sign) _____

Title: (Print) _____

Date: _____

Electronic Signature

(***Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation***): q

Approved and authorized by Hotel:

Name: Liza Bajracharya

Title: Market Director of Sales

Date: **Tuesday, September 3, 2024**

Electronic Signature

(***Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation***): q

*This may be done in Microsoft Word using the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."

Tuesday, September 3, 2024

PROFORMA INVOICE # M-U34XCMM

ABN: 67 158 871 053

ORGANIZATION: Turtle Down Under
CONTACT:
Name: Karthik S
Street Address: Suite 3, Level 6
City, State, Postal Code: South Melbourne, 3205
Country/Region: Australia
Phone Number: +91996774542
E-mail Address: groups@turtledownunder.com.au

Deposit Type	Time Frame	Due Date	Amount Due
100% of estimate charge	30 days prior to event	Thursday, December 5, 2024	AUD \$4,340.00
TOTAL DUE			AUD \$4,340.00

PAYMENT METHODS

CREDIT CARD PAYMENT

All payments by credit card will attract a 1.95% Merchant Service Fee surcharge which will be added to the amount payable. Credit Cards that are accepted by Sydney Harbour Marriott are Visa, MasterCard, JCB, Diners Card and American Express.

Please find below the bank account details for the Melbourne Marriott Hotel:

Account Name: Starhill Hotel (Melbourne) Pty Ltd
Account Title: Melbourne Marriott Ops Chq Acc
Bank: ANZ Bank BSB: 013 006
Account Number: 836164021
Swift Code: ANZBAU3M