



Hotel San Cristobal
Playa Punto Lobos Mexico 19, 23300 Todos Santos
B.C.S, Mexico

DYNAMIC WHOLESALE RATE AGREEMENT

This Dynamic Wholesale Rate Agreement (“Agreement”) is made as of December 2024, between NUBA (“Operator”), and Hotel San Cristobal trading as Bunkhouse Hotels, Hotel San Cristobal (“Hotel”).

DYNAMIC WHOLESALE RATES

Operator will be entitled to receive the wholesale rates provided by Hotel from time-to-time, subject to black-out dates and availability (“Dynamic Wholesale Rates”). For the avoidance of doubt, Hotel may revise, or cease making available, the Dynamic Wholesale Rates at any time and without prior notice.

20% off BAR rates + 16% federal tax and 4% lodging tax per room per day -and 15% Service fee per room per night and are non-commissionable.

All taxes are subject to change without prior notice, and any increase in taxes will be added to the total amount owed.

The Dynamic Wholesale Rates shall not apply to group blocks of 5 or more rooms; such group room rates are subject to separate agreement. The Hotel reserves the right to cancel reservations made with Dynamic Wholesale Rates that are identified by Hotel as a group block.

CONCESSIONS

For each reservation booked in accordance with this Agreement, Hotel agrees to provide the following concessions:

- Waived Facilities Fee, free Wi-Fi, free guest parking

RESERVATION PROCEDURES

In order to receive the Dynamic Wholesale Rates (or, if made available as described below, other rates during blackout dates or stop sell periods), Operator must comply with the following reservation procedures:

- Reservations must be made by one of the following;
 - Contacting Front Desk at frontdesk@bunkhousegroup.com
 - Via direct connectivity with Hotel’s booking channel which must be requested in writing by Operator to Hotel upon signing of this agreement.
- At the time of reservation, Operator employees must identify themselves by name and that they are an employee of Operator.
- Operator must provide a valid payment method as per Payment clause below to guarantee reservation. Operator shall only make reservations for valid, confirmed bookings.
- Operator shall only provide guest information necessary for Hotel to honor such guest’s reservation, and shall only provide personal information to Hotel in accordance with applicable law.

CANCELLATION & NO-SHOW POLICY

Operator must cancel by the time and date specified by Hotel in order to avoid a cancellation fee equivalent to 100% of anticipated room revenue. It is considered a No-Show if guest check-in does not occur on the reservation arrival date. No shows will be charged to Operator in accordance with the cancellation fee. Guests are not permitted to cancel or make changes to their own reservation; Operator must act on behalf Guest.

BUNDLED PACKAGE TRAVEL ONLY

The Dynamic Wholesale Rates are made available to Operator solely on the basis of such rooms being sold as part of transient leisure packaged travel. Operator shall not offer room-only or unbundled bookings in any manner. Travel package components must be booked together with the room booking, and the prices for each package component shall not be itemized, disclosed to or discernible

by guests (including without limitation on any billing statements), and Operator shall not provide functionality that would permit the ability to view the Dynamic Wholesale Rates. Operator shall not publicize or otherwise disclose to any third party the Dynamic Wholesale Rates.

BLACKOUT DATES & STOP SELL

The Dynamic Wholesale Rates are not available during the following blackout dates and any other dates that Hotel notifies Operator as a stop sell period. During such blackout dates and stop sell dates, Hotel may offer Operator rates other than the Dynamic Wholesale Rates solely in Hotel's discretion. Any reservations confirmed in writing by Hotel to Operator prior to notice of a stop sell period will be honored with the applicable Dynamic Wholesale Rate.

- 1/1/2025
- 1/30-2/2/2025
- 2/7-2/9/2025
- 2/13-2/22/2025
- 2/26-3/8/2025
- 5/1-5/5/2025
- 5/23-5/27/2025
- 11/20-11/29/2025
- 12/17-12/31/2025

NO EXCLUSIVITY

This agreement and the type of arrangement contemplated herein are not exclusive to Operator, and Operator recognizes that Hotel may have other similar agreements.

PAYMENT

Operator is required to provide full prepayment of reservation 14 days prior to arrival date. Any reservations without payment received on time will be cancelled. Payment shall be made by virtual credit card unless Hotel agrees to another form of payment.

Prepayments shall be applied to applicable cancellation fees. Should the Hotel, in its sole discretion, deem collection action necessary in regard to outstanding balances hereunder, all costs associated with that collection action, including attorney's fees, shall be paid by Operator.

BROCHURE & PROMOTIONAL APPROVAL

The Operator agrees to provide the Hotel with copies of all promotional material in which Hotel or any of its facilities or logo is included or mentioned at least thirty (30) days in advance of printing or distribution so that Hotel may review and approve in writing of such references. Approval of the use of Hotel San Cristobal, facilities or logo will not grant any other license or approval for future use. The names and logos of each party are exclusive property of that party. Any unauthorized use of these names and logos by the other party is prohibited without written permission.

Operator shall only market and promote the Hotel and the rooms made available hereunder in the form approved by Hotel San Cristobal in its sole discretion, and in no event shall be marketed or promoted as being the least expensive rate available (or similar language) or include any false or misleading statements.

ONLINE MARKETING

Operator shall only market or sell any Hotel rooms hereunder through its (and its Permitted Travel Agents') websites and social media channels, and in no event may Operator market or sell any Hotel rooms through third-party channels or through any GDS.

Operator shall not bid on any keywords involving any of Hotel San Cristobal, trademarks, website or outlets without Hotel's prior written consent in its sole discretion.

TRAINING

The Operator will give the Hotel the opportunity to make presentations, conduct training in the Operator's own premises, virtually and via any other possible methods to the reservation staff, at least once during Agreement period.

SPECIAL OFFERS & PROMOTIONS

Any special offers or promotions offered by Hotel to Operator will be communicated with applicable terms & conditions in writing; Operator shall communicate all such terms and conditions to its clients. Any pre-existing reservations are not eligible for such special offers and promotions. Special offers and promotions may not be combined and must be stated in the booking request and client's voucher issued by the Operator.

PRODUCTION & REPORTING; PERMITTED TRAVEL AGENTS

Operator agrees to provide Hotel periodic reports showing for such period the total number room nights, bookings and revenue by Operator and each Permitted Travel Agent. "Permitted Travel Agent" means any agent, contractor, consultant or other party performing services for Operator as if it were a party hereunder. Operator shall ensure that its Permitted Travel Agents comply with the terms of this Agreement, including with respect to selling and marketing bundled packages only, and Operator shall be liable for Permitted Travel Agents.

HOTEL POLICIES

Operator shall include in its marketing and reservation confirmations to guests any policies specified by Hotel San Cristobal, including without limitation the following:

- Guests must provide voucher from Operator upon check in at Hotel.
- Guests must provide a form of payment for any incidental charges.
- Check-in time is 3pm and check-out time is 12pm local time. Early check-in and late check-out are subject to availability and additional charges.
- Children under the age of fifteen (15) are not permitted at the Hotel.

Operator acknowledges and agrees that, in the event of any overbooking, Hotel shall be permitted to relocate guests without liability, and Hotel shall secure alternate accommodations of comparable quality for such guests for the night(s) their booked rooms are unavailable.

TERM AND TERMINATION

This Agreement is effective from the date hereof until December 31st, 2025. Either party may terminate this Agreement (i) at any time upon prior written notice or (ii) in the event the other party breaches the terms of this Agreement and fails to cure such breach within a reasonable time after receiving notice thereof. Any reservations made prior to the termination of this Agreement will be honored if made in accordance with the terms of this Agreement. Upon any termination or expiration of this Agreement, Operator shall cease using any trademarks, trade names or logos of Hotel and offering Hotel inventory and shall destroy all Hotel Confidential Information.

DATA PRIVACY PROVISIONS:

Hotel and Operator mutually acknowledge that each party is independently processing personal data and that, while this Agreement provides and dictates how the parties share data, including customer data, it does not determine all purposes for which this data is processed nor all the means by which it is processed, maintained or removed. The parties acknowledge and agree that, with respect to the other, they are each independent data controllers and not in a joint controller relationship.

The parties agree to provide one another with reasonable cooperation in the fulfillment of their legal responsibilities as data controllers described in this section, including responses to data subjects, authorities and any cybersecurity incident which may occur in their respective systems. However, notwithstanding such cooperation, the parties acknowledge and agree that each party is ultimately responsible for its own legal compliance and that neither party shall be liable for the actions, omissions, or noncompliance of the other party.

Upon Hotel's reasonable request, the parties shall enter a mutually agreeable data protection addendum in customary form.

FORCE MAJEURE

No damages shall be due for a failure of performance occurring due to acts beyond a party's reasonable control, including Acts of God, war, terrorist act, government regulation, riots, disaster, or strikes, any of which make performance impossible. The Hotel shall have no liability for power or other utility disruptions of any kind.

CONFIDENTIALITY

Operator agrees to maintain the confidentiality of all Confidential Information and not use such Confidential Information except solely as required to perform its obligations hereunder. "Confidential Information" means all trade secret and other confidential and/or proprietary information Operator has learned or otherwise come into contact with as a result of this Agreement, in whatever form, that is not generally known or readily available to the public, including but not limited to guest/customer/vendor/employee information (including personal information), product/service/menu development, marketing/sales plans, business/financial reports, or any other information Operator acquired in the course of this engagement. Operator agrees not to disclose, either directly or indirectly, any Confidential Information whatsoever, including regarding the terms of this Agreement, to any person or organization, except to Operator's legal and financial advisor(s) on a strict need-to-know basis.

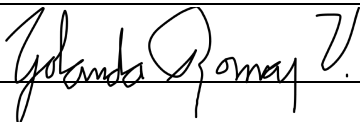
INDEMNITY

Operator agrees to indemnify, defend and hold harmless Hotel, its affiliates and its and their employees, agents, successors and assigns from and against any liabilities, claims, damages, and expenses, including reasonable attorneys' fees, arising out of or resulting from the gross negligence, willful misconduct, fraud or violation of applicable law by Operator or its Permitted Travel Agents.

GENERAL

Nothing in this Agreement shall be deemed to create a partnership, joint venture, employment, agency or similar relationship between the Hotel and the Operator (or any Permitted Travel). This Agreement is solely for the benefit of the Hotel and Operator and is not intended to confer upon any third party, including any Operator employee or Permitted Travel Agent, any remedies under this Agreement or the right to enforce the terms hereof. Operator may not assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the Hotel in its sole discretion. This Agreement constitutes the entire agreement between the parties, and supersedes any other agreement or understanding between the parties, regarding the subject matter hereof. This Agreement may not be amended except in a writing signed by the parties. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction where the hotel is located, and the courts therein shall have exclusive jurisdiction to resolve any disputes arising hereunder.

Accepted and agreed as of the date first written above:

Operator: Nuba
Name Yolanda Romay
Title People Director
Date December 10, 2024
Signature 

Hotel: Hotel San Cristobal
Name: _____
Title: _____
Date: _____
Signature: _____