



November 4th, 2024

Contact: Alessandra Girardi
Company: NUBA
Address: 96 Serrano
Address: ZIP Code 28006 | Madrid, Spain
Phone: +34 917454745
E-mail: alessandra.girardi@nuba.net

Dear Alessandra Girardi,

We are delighted to present to you our 2025 Net Rate Agreement Program for Wymara Resort + Villas, with the following terms through January 5, 2026.

This agreement is made between Wymara Ltd. (dba Wymara Resort + Villas) also referred to as "Resort" or "Hotel" and NUBA Expediciones SL, including NUBA Expediciones de Mexico, S. de R.L. de C.V., Nuba USA, inc..

The terms provided in this Net Rate Agreement are for the sole purpose of sale by NUBA via a wholesale distribution system. Negotiated net rates are provided by the hotel hereunder for the contractual term subject to the condition that such net rates must be distributed either as a "Packaged Rate" or as a "Marked-up Rate." To qualify as a "Packaged Rate," the rate must be sold as part of a packaged travel product that includes sufficient additional (non-hotel) components such that the cost of the total package is equal to the commission level and sold at rack rates. In no event shall "Packaged Rates" be sold as a hotel-only product. To qualify as a "Marked-up Rate," the rate must be sold at a mark-up to the net rate of at minimum 20%.

With respect to both "Packaged Rates" and "Marked-up Rates," NUBA shall not advertise that it has the "lowest prices available" for Wymara Resort + Villas room inventory. The rates provided under this Net Rate Agreement must never be exposed to the consumer or the general public and may incorporate the participation of a retail travel agent(s). Providing net or discounted room rates directly to a consumer constitutes a violation by NUBA of this Net Rate Agreement.

In addition, the rates provided pursuant to this Net Rate Agreement shall not be subcontracted, distributed, or assigned NUBA third-party agent or distributor for further distribution thereby to consumers unless NUBA provides written notice of such arrangement (including the name of such third party and the material terms of the arrangement therewith) to the resort and the resort approves of such arrangement. If NUBA is found to have violated any provision of this clause, this Net Rate Agreement shall be immediately terminable by the resort upon delivery of written notice of termination to NUBA and NUBA shall indemnify both the hotel and WYMAR A RESORT + VILLAS against any and all losses incurred.

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CHECK IN / CHECK OUT TIMES:

Check-in time is 3:00pm. If a guest requires check-in prior to 3:00pm, it is suggested to reserve from the night before to guarantee room availability. Guests requesting check in prior to 3:00pm, not wishing to pay for the night prior, will be handled on a space availability basis at time of arrival.

Check out time is 12:00pm noon. A late checkout is granted based upon availability and is subject to a fee.

MINIMUM LENGTH OF STAY REQUIREMENTS:

Minimum length of stay requirements will vary throughout the year.

Festive dates will have an 8 night minimum length of stay for the Resort and 10 night minimum length of stay at the Villas between December 22, 2025 -January 3, 2026 (inclusive) unless otherwise communicated.

The Hotel reserves the right to add and impose minimum night stays at its sole discretion, subject to change. Any reservation staying over any of the above dates (not just those arriving) will be subject to these stay through requirements.

BROCHURES/TARIFF MANUAL:

In order to qualify for these rates, the Resort must be featured in the highest available category of your program brochure. Please forward a copy of your brochure upon completion.

If Wymara Resort + Villas does not receive the brochure and/or if Wymara Resort + Villas is not featured appropriately, the Resort reserves the right to refuse to honor this Agreement without any liability or obligation whatsoever.

RESERVATION PROCEDURES:

All reservations are subject to rate and space availability at time of request. Requests should be e-mailed to booking@wymara.com. A confirmation number will be provided by the Hotel acknowledging receipt and confirming the booking.

The following information is required:

- Full name of all guests and ages of any children traveling
- Room category, arrival, and departure dates (mention number of total nights)
- Flight information

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TRANSPORTATION:

Resort: Wymara Resort + Villas works closely with the island taxi companies to provide airport taxi transfers that are currently \$23.00 per 1-2 people, one way, and \$11.50 per each additional person after the first 2, one way, to be paid in cash directly by guest to the driver. (Subject to change without notice).

Private SUV transfers can also be arranged through our Concierge team for \$132.00 for up to 6 people, one way, which will be added to the guests' room bill at check in. This option must be booked in advance and there is also a 24-hour notice required to cancel without penalty, otherwise the full fare will be charged. (Subject to change without notice).

Villas: Two (2) Private SUV transfers are included with Four and Five Bedroom Villa reservations. Additional transportation or a Private SUV transfer for our One Bedroom Pool Villa can be arranged through our Villa Managers/Concierge team for \$165.00 for up to 6 people, one way, which will be added to the guests' villa bill at check in. This option must be booked in advance and there is also a 24-hour notice required to cancel without penalty, otherwise the full fare will be charged. (Subject to change without notice).

SPECIAL REMARKS:

Please advise of any special comments and/or requests. We will try our best to accommodate.

DEPOSITS/CANCELLATIONS/NO-SHOWS/EARLY DEPARTURES:

General Policy: The greater of 3 nights or 50% deposit is required year-round at the time of booking for all reservations except for Festive season. All refunds are subject to a 3% transaction fee.

Festive Policy: (December 20, 2025 – January 5, 2026): a 50% deposit at the time of booking is required, despite the contracted payment plan for NUBA. Although not required until September 1st, payment should be processed by the agency in good faith. Festive balances are due in full on or before September 1st at which point the reservation becomes non-refundable and non-cancellable. If no payment is received by September 1st, then the room is released, and the booking deposit will be forfeited. Pro-Forma Folios will be sent out on August 15th. **Direct billing does not apply for Festive.**

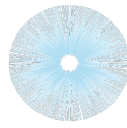
For direct connect partners, cancellations should be made in your system. Any reservation that is not cancelled in SynXis will be subject to full payment. Accordingly, please ensure you receive a cancellation number from SynXis. For all other partners, please email cancellations to booking@wymara.com.

Special promotions and/or packages may have different deposit and cancellation requirements, which will be communicated via email and updated in SynXis accordingly.

In the event of a no-show or cancellation within the cancellation policy, the reservation is subject to full penalty. Early departures will be billed for entire stay.

NO NAME CHANGES PERMITTED. Reservations must be cancelled and a new booking made, subject to current availability and pricing.

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RELOCATION PROVISIONS:

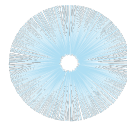
In the unlikely situation that the Resort is unable to accommodate all rooms that have been confirmed, the Resort will make every effort to obtain comparable alternate rooms wherever available.

ACCOUNT BILLING:

The Hotel will charge NUBA directly for room and additional tax and service charges. The full amount due must be received by hotel either by wire transfer or certified check for the full amount, within thirty (30) days prior to the arrival of the guest. Direct bill can also be arranged but will not apply during Festive season.

IMPORTANT CONTACTS:

Reservations Department	Reservations Agents	855-693-0067	booking@wymara.com
Sales + Marketing Department	Andrea Lowe	514-791-6262	alowe@wymara.com
Distribution + Marketing:	Kara Flew	786-577-0617	kflew@wymara.com
Front Office Manager	Ruth Belizaire	877-774-3253	rbelizaire@wymara.com
Director of Rooms	Prashant Katiyar	877-774-3253	pkatiyar@wymara.com
Resort Guest Services	Guest Services	877-774-3253	guestservices@wymara.com
Villa Managers	Villa Managers	877-774-3253	villamanager@wymara.com
Finance	Accounts Receivable	877-774-3253	AR@wymara.com



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AUTHORITY OF SIGNATORIES; BINDING AGREEMENT:

Each person signing this Agreement warrants that he or she is authorized to enter this Agreement on behalf of the party for whom he or she is signing, and also that he or she has the authority to bind the party and sign on its behalf. The Agreement will bind both NUBA and Wymara Resort + Villas, except as specified otherwise, may be cancelled by either party upon thirty (30) days written notification.

INTEGRATION AND NON-ASSIGNMENT OF AGREEMENT:

This Agreement contains the entire understanding of the parties and supersedes all other written or oral Agreements for rates, allotments, credit arrangements, etc., for Wymara Resort + Villas. This Agreement, when executed by both parties, is a binding and enforceable agreement, and may not be modified except by written consent of both parties. Wymara Resort + Villas reserves the right to review your production at any time and reevaluate this agreement.

We look forward to the continuous partnership. If the contents of this Agreement are acceptable to you, please sign to indicate your consent to the terms and conditions and return the original of this Agreement to my attention by November 8th 2024, at which time all 2025 rates should be loaded and will be considered the prevailing sale rates. This Agreement shall become effective and binding upon each of the parties on November 11th 2024, regardless of signature, if NUBA continues to advertise and sell hotel.

ACCEPTANCE

Alessandra Girardi

Signature

on 19 December 2024
Date

Alessandra Girardi

Net Rates Director
NUBA

Contract Approved By:

Andrea Lowe

on 27th December 2024
Date

Andrea Lowe
Director of Sales + Marketing
Wymara Resort + Villas

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