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AMAN LE MELEZIN PARTNER COMMISSION AGREEMENT – NUBA Expediciones de Mexico

20 June 2025

Alessandra Girardi
Directora de Producto, NUBA
NUBA Expediciones de Mexico
Goldsmith 60, Colonia Polanco, Ciudad de México, México, 11540
Email: alessandra.girardi@nuba.net
Tel: +52 55 15607309

Dear Ms. Girardi,

THIS AMAN PARTNER AGREEMENT (“Agreement”) dated **11 December 2025 (“Effective Date”)** is entered into between:

- (A) **Aman Group Sarl**, a company incorporated in Switzerland and having its registered address at Grabenstrasse 17, 6340 Baar, Switzerland (**“Aman”**); and
- (B) **NUBA Expediciones de Mexico** a company incorporated in **México** and having its registered address at **Goldsmith 60, Colonia Polanco, Ciudad de México, México, 11540 (“Operator”)**

(collectively referred to as the **“Parties”** and each individually, a **“Party”**).

BACKGROUND

The Operator is a licensed **Travel Agent** and wishes to enter into this Agreement with Aman for the booking of rooms (**“Rooms”**) at Aman Le Melezin (the **“Hotel”**) on a special commission of **20% on room rate only** excluding VAT of 10%.

The Operator commits to 50 room nights production per season. Upon review by the Hotel, in the event this condition is not fulfilled, the Hotel reserves the right to revisit the Agreement for the next season and/or may terminate the Agreement in accordance with Clause 13 of the Agreement.

This Agreement is subject to complimentary marketing exposure on the Operator’s website, social media and brochure and the Operator shall assist to market and promote Aman and the Hotel at all times in accordance with the terms of this Agreement, in particular Clause 10.

The Operator will allow Aman teams to visit and train the relevant teams on Aman le Melezin, at least once a year.

NOW THEREFORE, in consideration of the promises, and other good and valuable consideration received and hereby acknowledged to be adequate, it is hereby agreed between the parties as follows:

1. Room Rates

1.1 Aman shall provide the Operator with access to its Best Available Rates loaded in all Global Distribution Systems (**“Room Rates”**). Aman Le Melezin operates on Dynamic pricing which is subject to change without prior notice.

1.2 The Operator shall receive payment of 20% commission from Aman through WPS Onyx on the value of bookings made within 30 – 60 days after the guests’ check-out, exclusive of tax and service charges, valid till 06 April 2026.



- 1.3 Room Rates are solely to be used for bookings by individual customers for private use (“**Individual Bookings**”). Any requests for five (5) rooms and above are subject to quotations by the Hotel and the 20% commission may not apply.
- 1.4 All bookings are subject to Hotel availability at the time of enquiry and to reconfirmation by the Hotel or Aman Central Reservation.

2. Booking Conditions

- 2.1 Reservations can be made directly with the Hotel, via the Hotel website (when applicable), or through Sabre, with the Agency's IATAs.
- 2.2 This Agreement applies only to new reservations made from, and not prior to, the Effective Date.
- 2.3 This Agreement shall not apply to reservations that have been made and paid for by the client directly with the Hotel Chain and/or the Hotel.

3. Term

This Agreement shall commence on the Effective Date and shall remain valid and in force until **06 April 2026 (inclusive)**, unless terminated earlier in accordance with Clause 13.

4. Terms and Conditions

Maintenance

Aman reserves the right to carry out any essential construction works and/or renovations as part of its upgrading program of its resorts as Aman deems fit. Aman at its sole and absolute discretion shall make the decision to renovate / upgrade.

5. Force Majeure

If, by any reason of any event of force majeure, Aman is delayed in or prevented from performing any of the provisions of this Agreement, then such delay or non-performance will not be deemed a breach of this Agreement and no loss or damage will be claimed by the Operator by reason thereof. Upon the occurrence of a force majeure event, Aman shall be relieved of its obligations and liabilities incurred hereunder to the extent to which the fulfillment of such obligation is prevented, frustrated or impeded as a consequence of such force majeure event. The term “**force majeure**” includes but is not limited to, acts of God, natural disasters, pandemic, war, terrorism, fire, explosion, flood, or other casualty, necessary and essential construction, arrest or seizure and legal process, labour disputes, sale of Aman, the enactment of any law or regulation imposing a substantial material impediment to the performance of any of the obligations of Aman hereunder, or any other cause or event (whether of a similar or dissimilar nature) beyond the reasonable control of Aman.



6. Confidentiality

- 6.1 The Operator (including its directors, officers, employees, agents, consultants and representatives ("**Representatives**"), its affiliates and its affiliates' Representatives) undertakes to treat all and any information that they may obtain from Aman or the Hotel, (including without limitation, the Room Rates, information relating to Aman's business, intellectual property rights, marketing plans, technology, brand or price lists, customer lists or research and market studies) as confidential and refrain from using or disclosing it to third parties without prior written consent of Aman ("**Confidential Information**").
- 6.2 The confidentiality obligation arising from these presents shall also be effective after the termination of these presents in any way and for a period of three (3) years from the date of the expiry, termination or cancellation of this Agreement (for any reason whatsoever) or when any of the Confidential Information becomes public.
- 6.3 Any breach of this Clause 5 by the Operator shall be deemed a breach entitling Aman to terminate this Agreement with immediate effect in accordance with Clause 13.2.

7. Insurance

Both Parties agree to each carrying adequate liability and other insurance protecting itself against any claims arising from any activities conducted in the Hotel during the period of accommodation.

8. Representations and Warranties

- 8.1 The Operator hereby represents and warrants that all Rooms booked by the Operator from Aman shall be solely for the personal stay of the Operator's individual client/s or customer/s. Under no circumstances shall the Operator book a Room (or Rooms) for client/s or customer/s who do not intend to use the Room/s for personal stay. For the avoidance of doubt, the Operator is strictly prohibited from booking or selling Room/s to client/s or customer/s who (as can be reasonably inferred from the circumstances) intend to sell the Rooms to other parties (whether members of the trade or otherwise) or to use the Rooms for promotion or publicity in the course of trade. Any breach of this term by the Operator shall be deemed a breach entitling Aman to terminate this Agreement with immediate effect in accordance with Clause 13.2.
- 8.2 The Operator represents and warrants at the time of making each reservation that it will have sufficient funds to cover the amount that will become payable to Aman in respect of each of the reservations made under the terms of this Agreement.
- 8.3 The Operator represents and warrants that it is validly licensed to conduct business in the countries it is doing business.
- 8.4 The Operator represents and warrants that all room rates for Rooms at the Hotel offered by the Operator to its client/s or customer/s shall not be lower than the applicable Room Rate under dynamic quotation ("**off BAR**") plus the applicable mark up value ("**Consumer Price**"). Under no circumstances shall the Operator offer to its client/s or customer/s room rates for Rooms at the Hotel that are lower than the Consumer Price.
- 8.5 Any breach by the Operator of the above representations and warranties shall be deemed a breach immediately entitling Aman to forthwith terminate this Agreement under clause 13.2 below.



9. Indemnification

- 9.1 The Operator shall indemnify and hold harmless Aman, the Hotel and their respective directors, officers, agents and employees, from and against any and all damages, losses and all claims, counterclaims, suits, demands, actions, cases of action, setoffs, liens, attachments, debts, judgments, liabilities or expenses including, without limitation, attorney's fees and legal costs by reason of any claim, suit or judgment arising or alleged to arise from, or relating to the Operator's breach of this Agreement and/or the negligent acts or wilful misconduct of the Operator, its directors, officers, employees, agents or contractors.
- 9.2 Under no circumstances shall Aman or the Hotel (or their respective directors, officers, agents and employees) be liable for any costs, damages, claims, actual or alleged indirect loss or consequential loss howsoever arising suffered by the Operator, including, but not limited to, loss of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.
- 9.3 The terms of this clause 9 shall survive the termination or expiration of this Agreement.

10. Intellectual Property Rights

10.1 This Agreement is subject to complimentary marketing exposure on the Operator's website, social media and brochure and the Operator shall assist to market and promote Aman and the Hotel at all times in accordance with the terms of this Agreement, in particular Clause 10. The Operator shall assist to market and promote Aman and the Hotel according to the guidelines stated in this clause 10 and the marketing collateral having been reviewed and approved by Aman. The Operator hereby acknowledges that all intellectual property rights in all trademarks, photographs, pictures, artwork, articles and other materials ("**IP Materials**") provided by Aman to the Operator for the sole purpose of marketing and promoting the Hotel are and will remain the sole and exclusive property of Aman or its affiliates and that the Operator's use of such IP Materials does not give rise to any rights, proprietary or otherwise, in the said IP Materials.

10.2 Trademarks / Logos

The Operator hereby acknowledges that Aman or its affiliates owns all right, title and interest in and to its trademarks, including but not limited to "Aman", "Amanresorts" and all "Aman"-prefixed marks (hereinafter collectively referred to as "**Aman Marks**"), as well as the goodwill associated with the Aman Marks. The Operator acknowledges that the Aman Marks are and will remain the sole and exclusive property of Aman or its affiliates and that all use by the Operator of the Aman Marks inures to the benefit of Aman or its affiliates. The Operator shall not use the Aman Marks other than as permitted by this Agreement.

Subject to the terms hereof, Aman hereby agrees to procure a grant to the Operator of a non-exclusive, limited license for the term of this Agreement to use the Aman Marks solely in connection with the marketing and promotion of the Hotel under this Agreement provided always that (a) all use of the Aman Marks by the Operator is done with Aman's prior written consent; and (b) the Operator does not (i) bid on or obtain any internet placement rights for any of the Aman Marks with any search engine; (ii) use any of the Aman Marks in any online marketing, including mobile and email marketing; (iii) register any domain name or trademark containing or comprising any of the Aman Marks; and (iv) do anything which may reasonably be expected to have an adverse impact on Aman's rights in the Aman Marks. **The Operator shall not, at any time, permit any other party, entity or company to use or reproduce the Aman Marks, whether in the course of trade or otherwise, without Aman's prior written consent.** In the event the Operator are in breach of any of the foregoing terms, Aman shall have the right to immediately revoke the Operator's license to use the Aman Marks and be entitled to terminate this Agreement as stated in Clause 10.4 below.



10.3 **Content / Photographs**

Subject to the terms hereof, Aman hereby agrees to procure a grant to the Operator of a non-exclusive, limited license to use and display, for the duration of this agreement, selected photographs and content from its website ("**Content**"), solely for the purpose of promoting and marketing the Hotel. A password will be issued to the Operator giving it access to the licensed Content and the Operator shall not under any circumstances disclose such password to any third parties. In the event the Operator discloses such password to its employees and agents, such disclosure shall be on a need-to-know basis and on the Operator's undertaking that the parties receiving the password are bound by a non-disclosure agreement with the Operator. **The Operator shall not, at any time, disclose, convey or otherwise provide the Content to any other party, entity or company without Aman's prior written consent.** The Operator agrees not to use any Content in any manner that could reasonably be expected to have an adverse impact on the goodwill attached to such Content or the corporate image of Aman. All materials or articles produced by the Operator using the Content must be submitted to Aman for prior written approval before the Operator's use or publication. In the event the Operator is in breach of any of the foregoing terms, Aman shall have the right to immediately revoke the Operator's license to use all Content and shall be entitled to terminate this Agreement as stated in Clause 10.4 below.

10.4 **Material Breach**

If Aman determines (in its sole discretion) that any of the Content and/or any Aman Marks are being used by the Operator in breach of any of the above terms or in any other objectionable manner, such breach shall be deemed a breach entitling Aman to terminate this Agreement with immediate effect in accordance with Clause 13.2.

10.5 Upon termination of this Agreement for any reason whatsoever, all licenses herein granted to the Operator under this Agreement shall terminate and Operator shall immediately cease all use of the IP Materials, including but not limited to the Aman Marks and Content. Parties hereby agree that any continuing use of the IP Materials after termination or expiry of this Agreement shall render Operator liable to pay Aman agreed liquidated damages of USD500 per day of continuing breach. Further, Parties acknowledge and agree that any continuing use of the IP Materials after termination or expiry of this Agreement shall cause Aman or its affiliates irreparable harm for which monetary damages will be inadequate and Operator hereby agrees that, in case of such continuing use by Operator, Aman and/or its affiliates shall be immediately entitled to apply for an injunction against further breach, without prejudice to any other relief that Aman may have against the Operator, in law and equity. If it is necessary for Aman or its affiliates to undertake legal action to compel Operator to cease use of the IP Materials, including the Aman Marks and Content, it is hereby agreed that Aman shall be entitled to claim all legal costs of such action from Operator.



11. Data Privacy and Protection

In this Clause 11 the following definitions shall apply:

Agreed Purposes: for the fulfilment by each party of its obligations under the service agreement

Controller, data subject, personal data, processing and appropriate technical and organisational measures: as set out in the Data protection Legislation in force at the time.

Data Protection Legislation: The General Data Protection Regulation (EU) 2016/679 (GDPR) and any applicable national laws relating to the privacy and the processing of personal data.

Shared Personal Data: the personal data to be shared between the parties (which may include but not be limited to : Guest First and Last Name, Passport or identification details (if asked by local law of the Aman Hotel destination), stay arrival and departure dates, email address, home address, mobile number and any other data required by which a person can be identified.

- 11.1 Parties warrant and undertake that (1) they duly observe their respective obligations under Data Protection Legislation and this Agreement and (2) Shared Personal Data will be handled with care, in a confidential manner.
- 11.2 Parties acknowledge that they act as independent “data controllers” with respect to the Data Protection Legislation.
- 11.3 Each Party acknowledges that the other Party (the “**Data Discloser**”) will disclose to the other Party (the “**Data Recipient**”) Shared Personal Data collected by the Data Discloser for the Agreed Purposes and for the proper performance of this Agreement.
- 11.4 Neither Party shall disclose or allow access to the Shared Personal Data to anyone than the relevant employees of each Party. Each Party shall assist the other Party in complying with all applicable requirements of Data Protection Legislation.
- 11.5 Each Party shall comply with their duties and obligations towards data subjects, including, but not limited to, providing data subjects with a transparent information.
- 11.6 Each Party shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- 11.7 Each Party shall notify the other Party without delay if it receives a request from a customer or guest to access their personal data. The Data Discloser shall give the Data Recipient reasonable cooperation and assistance in responding to such data subject request.
- 11.8 Each Party shall promptly, and without undue delay, notify the other Party in the event that a data breach occurs to the extent such breach is likely to result in a risk to the rights and freedoms of a data subject. The Parties shall reasonably co-operate with each other in investigating and handling the matter, and in rectifying any issues arising from the data breach.
- 11.9 Any notice or communication to be given to Aman under or in connection with this Clause 10 must be sent to dataprotection@aman.com.



12. Code of Conduct

- 12.1 The Operator shall sign and return Aman's Supplier Code of Conduct in confirmation of its terms.
- 12.2 The Operator acknowledges that payment of its fees in accordance with the terms of this Agreement is dependent upon the execution of the Aman Code of Conduct and failure to adhere to its terms during the Term may lead to termination of this Agreement pursuant to Clause 13.

13. Termination

- 13.1 This Agreement may be terminated by either Party with one (1) month's notice in writing.
- 13.2 Aman reserves its right to terminate this Agreement immediately in the event that the Operator breaches any terms or conditions of this Agreement (including but not limited to various limbs of Clauses 6, 8, 10 and 12 above).

Such termination shall be without prejudice to any other right or claim that Aman may have against the Operator. On termination, the Operator shall have no claim or other recourse against Aman in respect of such termination.

14. Notices

Any notice or communication required or permitted to be given by one party to the other party under this Agreement shall be delivered personally or mailed, postage prepaid or emailed, addressed as follows:

AMAN

Address: 63 Brook Street, Mayfair, London W1K 4HS
Email: aman.legal@aman.com
Tel: +44 (0) 20 3861 8700
Attn: Aman Legal Department

NUBA Expediciones de Mexico

Address: Goldsmith 60, Colonia Polanco, Ciudad de México, México, 11540
Email: alessandra.girardi@nuba.net
Tel: +52 55 15607309
Attn: Alessandra Girardi / Directora de Producto, NUBA

Delivery by courier shall be regarded as delivery by hand. A notice or communication shall be deemed to have been served if delivered by hand at the time of delivery; if sent by pre-paid post at the expiration of 48 hours after the time of posting; and if sent by email at the time of transmission by the sender.



15. Governing Law

- 15.1 This Agreement is governed by the laws of England. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the Courts of England.
- 15.2 The prevailing party in any legal proceeding will be entitled to an award of its reasonable attorney fees.

16. Disputes

In the event of any controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity of it, the parties shall first attempt to resolve the matter over a period of at least thirty (30) days before resorting to resolution by the Courts of England as described above except that equitable remedies may be sought immediately.

17. General

- 17.1 This Agreement and any Annexures hereto contain the entire agreement between the parties and supersede all prior and contemporaneous agreements, arrangements, negotiations and understandings between the Parties relating to the subject matter hereof. There are no other understandings, statements, or promises of inducement, oral or otherwise, contrary to the terms of this Agreement. The Annexures to the Agreement are an integral part of this Agreement and will be deemed incorporated into this Agreement.
- 17.2 The Operator shall not display signs in any resorts operated and/or managed by Aman nor use the name/logo of Aman in any promotional brochures or ads without prior approval of Aman. It is further agreed that no sign, banner or display shall be affixed to any part of any resorts operated and/or managed by Aman.
- 17.3 Each party shall keep confidential the details of this Agreement. Neither Party will reveal the content of this Agreement without the express prior written consent of the other Party.
- 17.4 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.
- 17.5 The failure of either party hereto to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any election contained herein shall not be construed as a waiver or relinquishment for the future of such provision or election. No waiver or modification by any party shall have been deemed to have been made unless expressed in writing by such party.
- 17.6 The Operator may not assign or transfer this Agreement to a third party without the prior written consent of Aman. Aman may assign or transfer this Agreement to any entity within its group or affiliate without the prior consent of the Operator.
- 17.7 If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in full force and effect.
- 17.8 This Agreement may not be amended or modified except by a subsequent written instrument evidencing the express consent of each of the parties, duly executed by the parties.

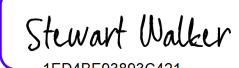



- 17.9 Each person signing this Agreement warrants that he or she has power and authority to bind the party for which he or she signs to all of the terms and conditions of this Agreement.
- 17.10 This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original. In proving this Agreement it shall not be necessary to produce or account for more than one of the counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by having their duly authorized representative(s) sign his/her/their name(s) in the respective spaces provided below:

AMAN GROUP SARL

NUBA Expediciones de Mexico

Signed by:

By: 1ED4BE93893C421...
Name: **Stewart Walker**
Title: Authorized Signatory

Firmado por:

By: 239892AA1B39448...
Name: Alessandra Girardi
Title: Product Director

AMAN SUPPLIER CODE OF CONDUCT

At AMAN, we believe that strong ethics and good behavior are the foundations for our company values and pillars. We are committed to operating with integrity and in accordance with the highest ethical standards.

Our **AMAN Supplier Code of Conduct** sets out the minimum standards and principles describing how we expect our suppliers to behave, and we encourage all our suppliers to exceed these minimum requirements.

Compliance with Laws and Regulations

Suppliers must follow all relevant laws and regulations of the countries, states and jurisdictions in which it operates.

Labour and Human Rights

Suppliers should support the protection of human rights, particularly those of its employees, and treat them with dignity and respect.

Suppliers must maintain a safe and healthy working environment.

Suppliers must support the elimination of forced or bonded labour, and any exploitation of children.

Suppliers should be committed to the elimination of any form of harassment or discrimination.

Environmental Protection

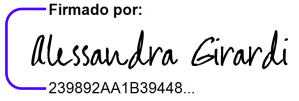
Suppliers should be committed to preserving and protecting the local environment and to economic growth and prosperity. Protecting the environment is an investment in all our futures. AMAN is committed to constructive participation with all stakeholders in the ongoing process of sustainable growth.

Business Conduct and Ethics

AMAN does not tolerate any form of bribery or corruption. Suppliers should not offer bribes or any benefit for the purpose of influencing business transactions. Suppliers should observe local customs with regards to gifts; AMAN employees are prohibited from accepting anything more than modest gifts, meals and entertainment from suppliers.

Suppliers should protect the confidential and proprietary information of AMAN, as well as the personal data and privacy of its employees and customers.

Suppliers must avoid business activity that would interfere with or conflict with the provision of goods and services to AMAN. For the avoidance of doubt, this does not prevent supplier from doing business with other hotel companies.

Acceptance:  Firmado por:
Alessandra Girardi
239892AA1B39448...

Supplier Legal Entity Name : NUBA EXPEDICIONES SL

Signed by

Name : Alessandra Girardi

Designation : Product Director

Date : 23-jun.-25 | 12:27 CEST
