

TRAVEL PARTNER AGREEMENT

This agreement is between

NUBA

_____,
who will be named TRAVEL PARTNER in this agreement, and TRIPWIX Vacation Rentals, S.A., a company incorporated under Portuguese law with the sole identification and taxpayer number 513983341, who will be named TRIPWIX. TRIPWIX provides a technological platform that connects owners and property managers who have accommodations to rent with potential tenants and other associated services.

Herein referred to jointly as PARTIE, the TRAVEL PARTNER and TRIPWIX agree to the following declarations and clauses:

TRAVEL PARTNER INFORMATION:

COMPANY NAME: NUBA

REPRESENTATIVE: Sofia Suarez - Product Director Americas

ADDRESS: Goldsmith 60, Mexico City
11540. Mexico

PHONE NUMBER: +52 55 5255-4455

EMAIL ADDRESS: sofia.suarez@nuba.com

VAT N°: R.F.C. NEM190208F75

TRIPWIX INFORMATION:

NAME: TRIPWIX Vacation Rentals, S.A.,
represented by Miguel Carvalho

ADDRESS:
Rua Castilho, 75 – 6º Esq.
1250-068 Lisboa - PORTUGAL
info@tripwix.com

PHONE NUMBER

+351 910 023 238
+52.1.322.135.5983
+1 (800) 614 1648

FIRST – TERMS AND CONDITIONS

1. TRIPWIX hereby grants the TRAVEL PARTNER all the powers of representation necessary to promote the short-term rental of TRIPWIX properties on the TRAVEL PARTNER's website and its social media channels, using the information and professional photographs provided. The TRAVEL PARTNER agrees that the representation is applicable for selling exclusively on TRAVEL PARTNER'S own website meaning that agreed properties are not to be offered, knowingly or unknowingly, to any third party that distributes or retails via the Internet.
2. TRIPWIX will provide published rates to the TRAVEL PARTNER, which shall be the rates advertised on the TRAVEL PARTNER'S website. Under no circumstances shall the properties be advertised on the TRAVEL PARTNER'S website or elsewhere for a lower rate.
3. The TRAVEL PARTNER will earn a commission equal to 10% of all rental revenues NET of VAT and/or any other fees applicable for each generated booking by the TRAVEL PARTNER.
4. This agreement does not bind the parties to exclusivity with each other.

SECOND – TAX OBLIGATIONS

1. The PARTIES agree that payment of all taxes generated from the short-term rental revenue, shall be the sole responsibility of the homeowner.
2. TRIPWIX will only be responsible for the payment of taxes generated from its own commission revenue.

THIRD – EMAIL COMMUNICATIONS

1. All communications made by the PARTIES using the email addresses indicated in this agreement shall be considered as extensions of this agreement, which both PARTIES are obliged to observe.
2. Any email communication regarding the agreement made by the PARTIES should use the word "agreement" in the subject field of the email.

FOURTH – TRIPWIX OBLIGATIONS

TRIPWIX:

1. Affirms that it is duly empowered by the rightful owner or representative of each property so that TRIPWIX may enter into the present agreement as well as grant authorization to the TRAVEL PARTNER so that the latter may promote the short-term rental of TRIPWIX properties, as per the FIRST clause.
2. Ensures that the properties offered in its portfolio are maintained by the homeowners and reflect at all times the information and appearance initially provided to the TRAVEL PARTNER. All changes, renovations and so forth will be communicated to the TRAVEL PARTNER.

3. Ensures that each homeowner guarantees regular pest control inspections at their property.
4. Ensures that each homeowner provides all the basic toiletries needed for clients (soap, shampoo, shower gel, toilet paper).
5. Agrees to inform the TRAVEL PARTNER within a period of 7 days after the departure of the client of any missing/damaged/misused items, communicating the costs of replacing/repairing the item, in order to get the costs reimbursed from the security deposit.

FIFTH – TRAVEL PARTNER OBLIGATIONS

The TRAVEL PARTNER:

1. Agrees to market the TRIPWIX properties as per FIRST clause.
2. Agrees to inform TRIPWIX of all rental requests, double-checking availability with TRIPWIX in writing before definitively confirming a reservation request with its clients.
3. Agrees to charge its clients and collect the rental amount as it pertains to the provision of accommodation plus the stipulated security deposit, paying TRIPWIX the mutually agreed nightly rental rates less its commission plus the full security deposit.

SIXTH - GOVERNING LAW

1. The PARTIES expressly submit to the local laws of the municipality and country where each rental home is located for the interpretation and enforcement of this agreement, hereby waiving any other jurisdiction that may now or hereafter be applicable by reason of their present or future domiciles.

SEVENTH – DURATION OF THE AGREEMENT

1. This agreement is executed for an indefinite period, becoming effective upon the date this agreement is signed by the PARTIES.
2. This agreement can be terminated by either PARTY by prior written notice sent by email, 30 (thirty) days in advance of the date intended for the termination.
3. The PARTIES consent to comply with the obligations agreed prior to the termination date of the agreement, towards confirmed reservations of short-term rentals and clients.

EIGHTH – CONFIDENTIALITY AND NON COMPETITION

1. The TRAVEL PARTNER will not divulge any of the information made available by TRIPWIX, including the contents of this agreement, details of clients or reservations, business practices, rates or any other.
2. The previous paragraph is not applicable if (i) at the time of disclosure, the information is already in the public domain for any reason; (ii) is in the public domain for any subsequent reason not attributable to the PARTIES and (iii) the disclosure is required by law, by any judicial authority or regulatory body.
3. If the TRAVEL PARTNER does not honor the confidentiality mentioned in this clause, they shall be responsible for paying all financial damages and losses that TRIPWIX might suffer due to the disclosure of confidential information.

NINTH – LIABILITY

1. Neither TRIPWIX nor its agents, representatives, employees, officers or directors shall be liable to clients for any cost/ expenses (including attorney's fees) arising because of any personal injuries, accident, death, loss, theft or damaged property occurring at the property during the client's stay.
2. Neither TRIPWIX nor the OWNER and/ or its agents, representatives, employees, officers or directors shall, under any circumstances, be held responsible for any disturbance or inconveniences caused by or to the client, including actions of neighbors in the surrounding area while occupying the property.

TENTH - RATES AND SEASONS

1. The nightly rates for accommodation vary depending upon the season and will be confirmed by direct communication between the PARTIES using the companies' email address provided.

ELEVENTH - CANCELLATION POLICY

1. If a client cancels a reservation more than 90 (ninty) days prior to the scheduled arrival, all amounts paid to TRIPWIX will be refunded to the TRAVEL PARTNER in order to fully (100% - one hundred percent) refund the client.
2. Cancelled reservations scheduled for peak and festive seasons, will be subject to full charge without refunds upon reservation confirmation.
3. If a client cancels a reservation 90 days or less prior to the scheduled arrival or in case of no-show, no refunds of amounts already paid will be made.
4. No refund will be given in case of early departure.
5. In case of cancellations due to official travel restrictions or border closings as issued by national governments related to COVID 19 that prohibit travel, a credit equivalent to the total funds received will be applied towards a future booking within 12 months of the original booking. Rescheduling is based on availability and seasonal rates and booking requirements will apply and may vary from the original reservation dates.
6. Reservations will automatically be cancelled if funds are not received within 3 days of payment due date.
7. Special cancellation policies may apply for specific homes. TRIPWIX reserves the right to inform details of specific cancellation policies upon inquiry which may overrule the general cancellation policy informed above in this clause.

TWELFTH – FORCE MAJEURE

1. Neither PARTY shall be liable for any default or delay in the performance of its responsibilities under the agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, natural phenomenon or acts of God, riots, strikes, civil disorders, quarantine restrictions, epidemics, pandemics, or any other cause beyond the reasonable control of the parties (hereinafter referred to as "FORCE MAJEURE").
2. The PARTY primarily affected by the event of FORCE MAJEURE will promptly notify the other PARTY of such situation and its probable duration.

3. The PARTY primarily affected by the event of FORCE MAJEURE will use reasonable efforts to eliminate, cure, and overcome any of such causes and resume performance of its obligations hereunder as soon as possible.

THIRTEENTH – PAYMENTS

1. The total short-term rental value, taxes and security deposits will be collected by the TRAVEL PARTNER, directly from the client.
2. Payments to TRIPWIX shall be scheduled as follows:
 - a. For reservations falling outside of high and festive seasons, a deposit of 50% of the total rental value is charged upon booking and is refundable up to 90 days before arrival
 - b. The remaining balance, 50% of the total rental value, plus 100% of the refundable security deposit is due 60 days before arrival
 - c. For reservations falling within a high or festive seasons, a non-refundable deposit of 100% of the total rental value is charged upon booking confirmation.
 - d. A proof of payment shall be sent to jalbuquerque@tripwix.com

- a. TRIPWIX will provide the TRAVEL PARTNER with detailed information regarding available concierge services to enable the TRAVEL PARTNER to make every effort to up-sell those services to its clients prior to arrival.
 - b. Commission for all concierge services booked prior to arrival via the TRAVEL PARTNER will be divided equally between both parties (50% commission for the TRAVEL PARTNER and 50% commission for TRIPWIX)
 - c. Payment for all concierge services booked prior to arrival via the TRAVEL PARTNER will be collected from the client by the TRAVEL PARTNER who will then pay TRIPWIX after deducting its 50% of the commission
 - d. Post arrival, the TRAVEL PARTNER will not expect any commission on concierge services organized and delivered by TRIPWIX to the TRAVEL PARTNER clients when billed directly to the clients by TRIPWIX.
 - e. In the case that concierge services organized and delivered by TRIPWIX are billed post arrival via the TRAVEL PARTNER, a 70/30 split of the commission will apply (TRIPWIX 70% / TRAVEL PARTNER 30%).
4. In destinations where TRIPWIX has its own concierge team on the ground, all concierge services must be organized and delivered by TRIPWIX unless otherwise agreed.

FOURTEENTH – SECURITY DEPOSIT

1. In addition to the amount for the short-term rental, the TRAVEL PARTNER shall charge to every client a security deposit worth at least one night's fee for every 5 (five) nights reserved (minimum of 1.000 - one thousand - USD/ EUR or as stipulated by TRIPWIX).
2. The security deposit will be held by TRIPWIX up to 14 (fourteen) working days after the rental. If no damages or missing items resulting from the rental were reported within a period of 7 days after the departure of the client, the security deposit will be fully reimbursed to the TRAVEL PARTNER.

FIFTEENTH – CONCIERGE SERVICES AND COMMISSIONS

1. The TRAVEL PARTNER will offer concierge services to its clients for a commission plus the price of the product or service provided.
2. In the case where the TRAVEL PARTNER organizes and delivers concierge services to its clients through its own providers, whether prior to arrival or while guests are on the ground, 100% of the commission will be paid to the TRAVEL PARTNER.
3. In the case where TRIPWIX organizes and delivers concierge services to the TRAVEL PARTNER clients through TRIPWIX's own providers, the following clauses apply:

SIXTEENTH – PRIVACY STATEMENT

As a Data Controller, TRIPWIX uses personal data responsibly and in accordance with the General Data Protection Regulation (EU) 2016/679 (GDPR) and applicable local legislation.

1. We collect personal information when:
 - A. You give us the information;
 - B. We also receive information from affiliated companies, as well as business partners and other third-parties, which help us improve our platform and associated tools and services, update and maintain accurate records, potentially detect and investigate fraud, and more effectively market our services.
 2. How is your personal information shared?
 - A. Your personal information may be shared to help book travel, assist vacation stays, communicate with you (including when we send information about products and services or enable you to communicate with clients), to promote a property on TRIPWIX's websites and to comply with the law.
 3. How to exercise your privacy rights?
 - A. You can contact us as described in the "THIRD – EMAIL COMMUNICATIONS" section.
- Our Privacy Statement has more information about the options and data protection rights and choices available to you. You can contact us as described to ask questions about how we handle your personal information.
- To review our full privacy statement, please refer to our website at www.tripwix.com/privacy-and-terms/

16 / OCT / 2025

DATE



SOFIA SUAREZ - NUBA

TRAVEL PARTNER

iMguel Carvalho - Founder

TRIPWIX