

NAMRON

HOSPITALITY

F.I.T. YIELDABLE AGREEMENT

COMPANY NAME: NUBA EXPEDICIONES DE MEXICO S DE RL DE CV (references to “you” or “Company” throughout the Agreement refer to company listed directly above)	HOTEL NAME: NAMRON HOSPITALITY
ADDRESS: NUBA EXPEDICIONES DE MEXICO S DE RL DE CV Goldsmith 60 P2 Polanco III Sección, Miguel Hidalgo Mexico City, Mexico C.P.: 11540	HOTEL CONTACT: NU Tulum SA de CV RFC: NTU190508AV5 Tonalá 53, Roma Norte, Cuauhtémoc Mexico City, Mexico C.P.: 06700
CONTACT INFO: Name: Isabel Flores Title: México Product Manager -Producto Américas Phone: 5545006274 E-mail: isabel.flores@nuba.com & sandi.albiter@nuba.com	CONTACT INFO: Name: Jorge Guillén G. Title: Luxury Sales Manager Phone: +52 (55) 4047 6990 E-mail: jorgeguillen@namronhospitality.com
EFFECTIVE DATES OF AGREEMENT: July 31, 2025 - December 31, 2026	

The following yieldable net wholesale rates are offered to you for the period of July 31, 2025 - December 31, 2026 (“Yieldable Net Rates”).

Hotel(s)	Location	Opening Year	Rooms	Villas	Family Policy / Minimum Age	Breakfast
Bespoke	Tulum	2024	17	N/A	Family Friendly	Daily Continental
Casa Yati	Oaxaca	2025	8	N/A	14+	Full
Encantada	Tulum ZH	2016	8	N/A	12+	Daily Continental
La Valise Mazunte	Oaxaca	2025	7	N/A	Adults Only (18+)	Daily Continental
La Valise México	CDMX	2014	8	N/A	12+	Daily Continental
La Valise San Miguel	SMA	2022	6	N/A	12+	Daily Continental
La Valise Tulum	Tulum ZH	2017	22	N/A	12+	Full
Le Particulier Miami	Miami	2025	54	N/A	Family Friendly	Daily Continental
NEST Baja	Baja	2025	10	N/A	16+	Daily Continental
NEST Tulum	Tulum ZH	2019	13	1	10+	Daily Continental
Orchid House Tulum Beach	Tulum ZH	2025	9	N/A	13+	Daily Continental
Orchid House Tulum Jungle	Tulum	2025	15	1	Family Friendly	Daily Continental
Orchid House Baja	La Paz	2025	15	1	16+	Daily Continental
Orchid House Polanco	CDMX	2025	17	N/A	Family Friendly	Daily Continental
Orchid House San Miguel	SMA	2025	6	N/A	Family Friendly	Daily Continental
Radhoo	Tulum ZH	2021	14	N/A	Adults Only (18+)	Daily Continental
Xela	Tulum ZH	2023	12	N/A	12+	Full

DYNAMIC PACKAGE RATES: Hotel will provide **Dynamic Package Rates** at twenty percent (20%) below the promotional rates made available throughout the year via the Hotel’s official booking channels, including the hotel website, call center (voice or email), and other direct platforms. These promotional rates may include, but are not limited to, publicly available offers such as the “Good Rate,” “Very Good Rate,” and “Best Rate.” No promotion code is required.

All Dynamic Package Rates are net, non-commissionable, and subject to all applicable taxes and fees.

These Dynamic Package Rates will be accessible exclusively to the Wholesaler under the terms of this Agreement. The Wholesaler is responsible for ensuring that these rates are used solely for the agreed purposes and for maintaining the confidentiality of any rate information or access credentials provided by the Hotel.

The Hotel, at its sole discretion, will determine the room inventory, if any, allocated to the Dynamic Package Rates. For clarity, all Dynamic Package Rates and their associated inventory are fully yieldable, and last room availability does not apply. The Wholesaler may book available inventory up to twenty-one (21) days prior to the guest’s scheduled arrival.

RATES AND YIELDABILITY: Yieldable Net Rates are current as of the date of the Agreement and subject to change. Rates and availability are subject to Hotel’s blackout dates, available upon request. Hotel reserves the right to increase or decrease rates. Hotel reserves the right to increase, decrease or cease making guest rooms available at any time; this applies to free sell on request, or any other method that the Hotel chooses to make rooms available to you or your Channels.

Withholding booked rooms, holding rooms without a confirmed booking, or other such behavior to take advantage of rate or availability changes will be considered a material breach of this Agreement which, without limiting any of Hotel’s other rights, shall entitle Hotel to terminate this Agreement.

RATE CODE USAGE: The following Rate Code is hereby granted to the Partner for exclusive use when making bookings through our official website: NUBAIN20. This Rate Code must be entered at the time of booking to access the preferential rates and benefits as outlined in this agreement. The Rate Code is non-transferable and intended solely for use in accordance with the terms and conditions of this FIT contract. Misuse or unauthorized distribution may result in immediate termination of this agreement and forfeiture of access to the associated benefits.

TAXES AND FEES: All rates are subject to all applicable taxes and mandatory charges, including but not limited to: “Value Added Tax (VAT) and Occupancy or State/City Tax”, “Destination Fee” and “Environmental Tax”.

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Currently Tax Rates are: Mexico City 19.5%, San Miguel de Allende 20%, Oaxaca 19%, Tulum 21%, Los Cabos y La Paz 20%; **Destination Fee:** USD 40.00; **Environmental Tax:** USD 3.20; rates are per room per night.

The percentages specified are subject to change by government regulation and may be payable by you on the margin applied to the guest rooms over and above the room rate and subject to other terms and conditions of the applicable rate plan.

CONSORTIA AMENITIES: For any bookings made through Consortia member agencies, such as Virtuoso, the Hotel agrees to extend the following amenities. These amenities are combinable with all promotions and packages, and are applicable during the festive season:

- Upgrade on arrival, subject to availability.
- Daily breakfast for up to two guests per bedroom, included in the hotel rate.
- \$100 USD equivalent Hotel Credit to be used during the stay; not combinable with other credits, not valid toward the room rate, and has no cash value if not redeemed in full.
- For stays of seven nights or more, an additional \$200 USD Resort or Hotel Credit will apply, for a total of \$300 during the stay.
- Early check-in and late check-out, subject to availability.
- Complimentary Wi-Fi.

ELIGIBILITY: You may offer and make rooms available for booking under the terms of this Agreement so long as you remain primarily engaged in the business of offering packaged travel products and services directly (or indirectly exclusively through travel agents) to prospective guests and sales, if any, of standalone unpackaged hotel inventory by you are nominal.

FREE SELL: The Hotel grants the Agent free sell access, allowing bookings to be made without prior allotment, subject to availability. This authorization remains valid until the Hotel provides written notice to suspend or restrict free sell privileges, at its sole discretion. All bookings must be reported to the Hotel on the same day they are made, via the communication channel agreed upon (e.g., email, extranet, or other authorized system). The Hotel reserves the right to review availability periodically and implement stop-sell or blackout dates when necessary.

BLACKOUT DATES: The following blackout dates apply, during which contracted net rates do not apply and availability is subject to change. All blackout periods are inclusive of arrival and departure dates, unless otherwise specified.

2025 Events	Locations & Dates	2026 Events	Locations & Dates
Public Holiday	All Properties: February 3–5	Public Holiday	All Properties: February 2–4
Art Week (CDMX only)	Mexico City: February 5–9	Art Week (CDMX only)	Mexico City: February 4–8
Public Holiday	All Properties: March 15–17	SOBEWFF (Miami only)	Miami: February 19–22
Holy Week (Semana Santa)	All Properties: April 14–20	Public Holiday	All Properties: March 14–16
Labor Day	All Properties: May 1	Ultra Music Festival Miami	Miami: March 27–29
Independence Day	All Properties: September 15–16	Holy Week (Semana Santa)	All Properties: March 29 – April 5
Formula 1 (CDMX only)	Mexico City: October 23–26	Labor Day	All Properties: May 1–3
Thanks Giving	All Properties: November 26–29	Formula 1 (Miami only)	Mexico City: October 30 – November 1
Day of the Dead	All Properties: October 31 – November 2	FIFA (CDMX only)	Mexico City: June 11 – July 6
Mexican Revolution Day	All Properties: November 15–17	FIFA (Miami only)	Miami: June 15 – July 18
Art Basel (Miami only)	Miami: December 5–7	Independence Day	All Properties: September 15–16
Christmas & New Year's	Baja & Tulum: Dec 23 – Jan 10, Mexico City & San Miguel: Dec 23 – Jan 2, Mazunte: Dec 23 – Jan 5	Formula 1 (CDMX only)	Mexico City: October 30 – November 1
		Thanks Giving	All Properties: November 25–28
		Day of the Dead	All Properties: October 31 – November 2
		Mexican Revolution Day	All Properties: November 14–16
		Art Basel (Miami only)	Miami: December 4–6
		Christmas & New Year's	Baja & Tulum: Dec 22 – Jan 10, Mexico City & San Miguel: Dec 23 – Jan 2, Mazunte: Dec 23 – Jan 5

RESERVATIONS: For reservations, you must email requests to Reservations Email Address on the same day the reservation is sold. For inquiries, please feel free to contact the Reservations Phone Number. Room confirmations are subject to availability under the FIT rate category.

Hotel	Email	Phone
The Bespoke	reservations@thebespoke.com	+1 386 492 0570
Casa Yati	reservations@casayati.com	+1 386 877 0441
Encantada	reservations@encantada.com	+1 386 301 4858
La Valise Mazunte	mazunte.reservations@lavalise.com	+1 386 301 4831
La Valise México	mexico.reservations@lavalise.com	+1 386 301 4831
La Valise San Miguel	sma.reservations@lavalise.com	+1 386 301 4831
La Valise Tulum	tulum.reservations@lavalise.com	+1 386 301 4831
Le Particulier Miami	reservations@leparticuliermiami.com	+1 386 296 0036
NEST Baja	reservations@nestbaja.com	+1 386 317 2993
NEST Tulum	reservations@nesttulum.com	+1 386 317 2993
Orchid House Tulum Beach	tulumbeach.reservations@orchidhousehotels.com	+1 386 900 0553
Orchid House Tulum Jungle	tulumjungle.reservations@orchidhousehotels.com	+1 386 900 0553
Orchid House Baja	baja.reservations@orchidhousehotels.com	+1 386 900 0553
Orchid House Polanco	mexicocity@orchidhousehotels.com	+1 386 900 0553
Orchid House San Miguel	sma.reservations@orchidhousehotels.com	+1 386 900 0553
Radhoo	reservations@radhootulum.com	+1 386 675 0695
Xela	reservations@xelatulum.com	+1 386 882 9181

INCIDENTAL AND ADDITIONAL CHARGES:

- Children Policy:** Children may stay free of charge when sharing the same room with adult(s) and using existing bedding, subject to the age limits and conditions defined by each Hotel, as detailed in the applicable rate sheet or annex. Additional charges may apply for extra bedding, meals, or other services. Each Hotel reserves the right to classify its property as family-friendly, adults-only, or to establish specific age-related policies.
- Extra Adult Person Charge:** Rates are based on single or double occupancy. An additional charge will apply for each extra adult, as determined by each Hotel and subject to applicable taxes. The charge amount may vary depending on the room category and Hotel policy. Unless otherwise specified, a maximum of three (3) adults per room is permitted.
- Rollaway Beds:** May be provided complimentary, upon request and subject to availability, depending on the room category reserved and the specific Hotel's inventory. Availability is not guaranteed and is confirmed at check-in, based on safety regulations, room layout, and operational considerations. The Hotel reserves the right to limit the number of rollaway beds per room and per stay.
- Mandatory Charges:**
 - (i) Destination Fee per room per day.

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- (ii) Environmental Tax per room per day.
- (iii) Value Added Tax and Occupancy or State/City Tax per room per day.

CHECK-IN AND CHECK OUT TIME: Check-in time is 15:00hrs, check-out time is 12:00hrs. All guests arriving before 15:00hrs will be accommodated as rooms become available. Baggage may be checked-in for those arriving early if rooms are unavailable.

PETS POLICY: Pets are not allowed at any of the Hotel's properties, regardless of size, breed, or type. This restriction applies to all animals, including but not limited to dogs, cats, birds, and exotic pets. The only exception applies to service animals as required by law, provided proper documentation is presented in advance or at check-in.

PAYMENT AND CANCELLATION POLICY: The following terms outline the payment, cancellation, modification, and related policies applicable to bookings made under this Agreement. These policies are designed to ensure clarity and fairness for both the Hotel and the Wholesaler, while also accommodating the different promotional rates and conditions agreed upon at the time of booking. Please review each section carefully, as compliance with these terms is essential for the smooth processing of reservations and related financial transactions.

a. Payment Terms:

- Payment terms, including deposit requirements, payment deadlines, and accepted payment methods, shall be governed by the specific conditions in effect at the time of booking and as outlined in the applicable rate plan or promotional offer.
- The Wholesaler is responsible for ensuring timely payment in accordance with those terms. Failure to comply with payment deadlines may result in automatic cancellation of the reservation without prior notice.
- All payments shall be made via the methods accepted by the Hotel, which may include wire transfer, credit card, or other forms of electronic payment.
- Failure to remit payment by the stipulated deadlines may result in automatic cancellation of the reservation without prior notice.

b. Cancellation Policy:

- Room reservations may be canceled following the terms and conditions agreed at the time of booking, which vary depending on the promotional rate applied:
 - (i) **Best Rate:** Non-refundable and non-cancelable. Full payment is required at booking, and no refunds will be issued under any circumstance.
 - (ii) **Very Good Rate:** Flexible cancellation policy allowing cancellations up to 10 to 30 days prior to arrival (exact timeframe specified per booking). Cancellations made within this period will incur no penalty; thereafter, cancellations, modifications, early departures, or no-shows are non-refundable.
 - (iii) **Good Rate:** Flexible cancellation policy allowing cancellations up to 3 to 10 days prior to arrival (exact timeframe specified per booking). Cancellations made within this period will incur no penalty; thereafter, cancellations, modifications, early departures, or no-shows are non-refundable.
- Unless otherwise specified, cancellations must be communicated through a mutually agreed and documented method in writing to the Hotel's designated contact.
- Date changes made within the applicable cancellation period will be treated as a cancellation and re-booking and are subject to cancellation fees.
- The cancellation fee is not contingent upon the Hotel's occupancy for the cancelled nights.
- No-shows must be paid in full and cannot be covered by vouchers if the client cannot present them.
- Failure to pay any applicable cancellation fees may result in the Hotel suspending billing privileges and/or terminating this agreement at its sole discretion without liability.
- No refunds will be provided for early departure.
- The Hotel reserves the right to modify its cancellation policy at any time at its sole discretion.

c. Early Departure Policy: Regardless of early departure of a particular reservation, all originally booked room nights (whether or not consumed) of such reservation and applicable taxes will be billed to you.

d. Modifications:

- Any amendments to the booking (dates, number of guests, room types) are subject to availability and may incur additional charges.
- Modifications must be requested in writing and confirmed by the Hotel.

e. Force Majeure:

- Neither party shall be liable for any failure or delay in performance due to causes beyond their reasonable control, including but not limited to natural disasters, government restrictions, pandemics, or other unforeseen events.

BANKING DETAILS: All prepayments must be sent to one of the following accounts:

PESOS - MEXICO

Account title: NU TULUM SA DE CV
RFC: NTU190508AV5
Currency: MXN
Account number: 65-51023137-4
CLABE #: 014180655102313749
Bank name: Santander
Swift code:
Bank Address:

USD - MEXICO

Account title: NU TULUM SA DE CV
RFC: NTU190508AV5
Currency: USD
Account number: 82-50120771-5
CLABE #: 014180825012077154
Bank name: Santander
Swift code:
Bank Address:

Invoices are due upon receipt. Late payment may terminate this agreement. Different payment or deposit conditions may apply. Noncompliance or 60-day past due billings may result in the rescinding of wholesale tour operator's credit privileges by the Hotel.

INVOICING INFORMATION: Please ensure that all invoice requests include the following details to ensure proper and timely processing:

- Legal Name: NU Tulum SA de CV
- Tax ID / RFC / VAT Number: NTU190508AV5
- Billing Address: Tonalá 53, Roma Norte, Cuauhtémoc, Mexico City, C.P. 06700, Mexico.
- Email for Invoicing:
- Purchase Order or Reference Number (if applicable):

All invoice requests should be submitted to: **Reservations Department – Namron Hospitality**

Invoices will be issued in accordance with the payment schedule outlined in this Agreement and based on the information provided above. Any missing or incorrect billing details may result in delays in invoice issuance or payment processing.

INCIDENTALS PAYMENT: Incidentals at Check-Out (please check one):

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- Credit Card:** The individual traveler (hotel guest) will be responsible for providing a valid credit card upon check-in to establish credit for all incidental charges or services not covered by the operator.
- Cash Deposit:** The individual traveler (hotel guest) will be responsible for providing a cash deposit upon check-in to cover any incidental charges or services not covered by the operator.

If any guests require alternative arrangements, it is the sole responsibility of the operator to notify the hotel in advance and obtain written approval from the Director of Finance for any exceptions to the above.

ENTIRE AGREEMENT AND INCORPORATED TERMS: This Agreement is subject to and incorporates by reference the terms and conditions outlined in the "FIT Yieldable Agreement Terms and Conditions," the NAMRON HOSPITALITY Standards and Guidelines for Online Marketing, and the License to Use NAMRON HOSPITALITY Content, all of which may be updated from time to time and are available on the official Namron Hospitality website: www.namronhospitality.com. Additionally, bookings processed through Namron's reservation system are governed by the [Privacy and Booking Policy](#). In the event of any conflict between the terms published online and those stated in the FIT Yieldable Agreement Terms and Conditions, the latter shall prevail. This document represents the full and exclusive agreement between the Wholesaler and the Hotel. It supersedes all previous verbal or written agreements, negotiations, or understandings related to Hotel information and bookings, either express or implied. This Agreement shall not be valid or enforceable until a signed copy is returned to the Hotel by August 8, 2025. Once executed, the Agreement shall remain in effect for a period of one (1) year, unless terminated earlier in accordance with the FIT Yieldable Agreement Terms and Conditions. By signing below, the parties confirm that they are duly authorized representatives empowered to enter into this Agreement.

ACCEPTED AND AGREED TO:

COMPANY NAME:	NAMRON HOSPITALITY
By: <u>Yolanda Romay Veytia</u> [sign here]	By: <u>[Signature]</u> [sign here]
Name: Yolanda RomY	Name: Jorge Guillén G.
Title: People Director	Title: Luxury Sales Manager
Date: August 26, 2025	Date: August 22, 2025