

INDIVIDUAL HOTEL WHOLESALE AGREEMENT
(Packaged Rate Only – Dynamic and Static)

THIS INDIVIDUAL HOTEL WHOLESALE AGREEMENT (the “**Agreement**”), dated as of the date of full execution (the “**Effective Date**”), is made and entered into by January 1st, 2026, a NUBA located at Mexico (“**Wholesaler**”) and Bunkhouse Hotels trading as Hotel San Cristobal (“**Hotel**”), located at Playa Punta Lobos, Carretera Federal Todos Santos BCS CP 23300

WHEREAS, Wholesaler is a distributor of hotel accommodations and travel-related offerings;

WHEREAS, Hotel operates Hotel San Cristobal (the “**Property**”); and

WHEREAS, Hotel and Wholesaler both desire to allow Wholesaler to offer the purchase of hotel rooms to wholesaler clients as set forth herein.

NOW, THEREFORE, in consideration of the above and all of the terms, conditions covenants and warranties set forth herein, Wholesaler and Hotel (each, a “**Party**” and together, the “**Parties**”) agree as follows:

This Agreement consists of the following terms and conditions:

1. This cover page
2. The definitions set forth on Exhibit A
3. The Service Terms and Conditions on Exhibit B including those sections of Section A of Exhibit B designated by an “X” immediately below:
 - Section I(A) – Dynamic B2C Packaged Room Rate Terms and Conditions
 - Section I(B) – Static Packaged Room Rate Terms and Conditions
4. The General Terms and Conditions on Exhibit C
5. The Negative Keyword list on Exhibit D
6. The Static Net Rate and Inventory Agreement on Exhibit E

This Agreement, together with all fully executed Static Net Rate and Inventory Agreements entered into hereunder, constitutes the entire agreement among the Parties and supersedes all prior and contemporaneous communications, including any individual hotel wholesale agreement or distribution agreement entered into between Wholesaler and Hotel. This Agreement may not be amended except by a writing dated subsequent hereto and signed by Wholesaler and Hotel.

ACCEPTED AND AGREED:

Hotel San Cristoabl trading as Hotel San Cristobal

NUBA

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

DEFINITIONS

All initially capitalized terms used and not otherwise defined in this Agreement shall have the meanings set forth below.

1. **"Affiliate(s)"** means with respect to a given entity, an entity that is controlled by, under common control with or controls such entity, where "control" means an entity's: (i) ownership, directly or indirectly, of equity securities that entitle it to exercise in the aggregate at least 50% of the voting power of another entity; or (ii) possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of or with respect to another entity, whether through the ownership of securities, by contract or otherwise.
2. **"Booking Price"** means the total price quoted to a potential Wholesaler Guest and, if applicable, charged to a Wholesaler Guest for booking a Hotel Room through the Services, subject to the inclusion or exclusion of Mandatory Hotel Charges and Taxes as set forth herein.
3. **"Connectivity Solution"** means the system(s) utilized by Hotel (e.g., direct connect (API), Derbysoft, DHISCO) for the transmission of rates and inventory information, receipt of bookings, and Hotel Content, as such system(s) may be updated by Hotel from time to time.
4. **"Hotel Room"** means a hotel room accommodation at the Property made available to Wholesaler for booking through the Services.
5. **"Hyatt"** means Hyatt Corporation.
6. **"Hyatt Hotel"** means a commercial establishment generally recognized to the general public as a "hotel" that is managed, operated or franchised by Hyatt or an Affiliate of Hyatt or otherwise operating under a Hyatt brand anywhere in the world, excluding other forms of transient lodging accommodations or hospitality services or experiences that are not generally recognized as commercial hotels.
7. **"Mandatory Hotel Charges"** means mandatory charges, including but not limited to, resort or destination fees, that are charged by Hotel.
8. **"Packaged Room"** means a Hotel Room that is displayed and made available for booking by Wholesaler as part of a Travel Package.
9. **"Packaged Room Rates"** means the packaged rates described in Exhibit B together with their associated rate terms and conditions. Packaged Room Rates are net and non-commissionable. and shall only be used in connection with bookings of Packaged Rooms. Packaged Room Rates are subject to change by Hotel and shall be made available to Wholesaler exclusively through the Connectivity Solution.
10. **"Potentially Fraudulent Reservation"** means: (i) a reservation that results from invalid or incorrect information supplied to Hotel at the time of booking, or as a result of a credit card dispute, or as a result of a report of unauthorized charges; or (ii) bookings that may be associated with previous high risk or fraudulent transactions.
11. **"Prohibited Person"** means any person, group, entity, nation or other banned or blocked person named: (a) on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury ("**OFAC**") pursuant to Executive Order 13224, including the "Specially Designated and Blocked Person List", or similar list; or (b) by any law, order, rule or regulation or any Executive Order of the President of the United States.
12. **"Published Rate"** means Hotel's non-qualified, retail rate that is offered to the general public for a comparable booking of a comparable Hotel Room through any website, application or platform owned or operated by Hyatt or Hotel. For clarity, Published Rates exclude: (i) corporate or group rates negotiated by Hyatt or Hotel; (ii) government rates; (iii) rates negotiated by Hyatt that require qualified proof of membership in a specific third-party company or organization, including but not limited to AAA, AARP and Costco; (iv) tour operator/wholesale rates (not intended to be made publicly available for display or booking on a standalone basis); (v) rates available through any third party distribution channel or platform with which Hyatt and/or Hotel do not have a contractual relationship and over which Hyatt and/or Hotel have no control; (vi) exclusive non-transferable offers to members of Hyatt's loyalty program (currently known as "World of Hyatt"); and (vii) rates associated with any Hyatt or Hotel promotion of limited duration, frequency, eligibility and participation. Published Rates are fully yieldable and are set at the discretion of, and subject to change by, Hotel.
13. **"Services"** means Wholesaler's provision of hotel rooms and other travel accommodations throughout the world through its Wholesaler Platform.
14. **"Standalone Room Rates"** means the gross standalone rates described in Exhibit B together with their associated rate terms and conditions. Standalone Room Rates are commissionable at the percentages set forth in Exhibit B and shall only be used in connection with bookings of standalone rooms. Standalone Room Rates are subject to change by Hotel and shall be made available to Wholesaler exclusively through the Connectivity Solution.
15. **"Taxes"** means all forms of tax, duty, rate, levy, or other imposition whenever and by whatever authority imposed including governmental or quasi-governmental-imposed fees.
16. **"Travel Package"** means a combination of two or more consecutive nights of Hotel Room accommodations with at least one other material travel-related component with a common or closely related commencement date that is consumed by a single Wholesaler Guest and that is displayed, purchased and billed simultaneously as a single item. Examples of material components include an airline ticket or rental car.
17. **"Voucher"** means the form of written confirmation issued by Wholesaler to a Wholesaler Guest for each booking made under this Agreement, which includes the name of the Wholesaler Guest(s); dates of arrival and departure; the number and room category(ies) of Hotel Rooms; the Property name, location and contact information; any other items to be credited to the Wholesaler Guest's account. For clarity, any email confirmations delivered by Wholesaler in a readily printable format constitutes a Voucher, provided that the form and contents of all Vouchers shall be subject to Hotel's prior review and approval.
18. **"Wholesaler Credit Card"** means Wholesaler's virtual credit card provided to Hotel in the course of providing booking information for a Hotel Room reservation.
19. **"Wholesaler Guest"** means a guest at the Property who booked his or her room through the Services.

20. **"Wholesaler Platform"** means Wholesaler's owned and operated websites, mobile applications and other electronic distribution channels and traditional offline channels (such as brick and mortar travel agencies or call centers) but excluding Wholesaler's white-label or co-branded sites.

EXHIBIT B SERVICE TERMS AND CONDITIONS

I. RATE PLANS

A. DYNAMIC B2C PACKAGED ROOM RATE TERMS AND CONDITIONS

1. **Participation.** Hotel will make guest room accommodations available to Wholesaler for distribution on a dynamic rate, packaged basis through the Wholesaler Platform via the Connectivity Solution.
2. **Access.** Hotel, at its sole discretion, will determine the availability (number and room type) of Hotel Rooms, if any, and the applicable Packaged Room Rates. For clarity, Hotel will not provide last room availability (LRA).
3. **Dynamic Packaged Room Rates** shall be those net rates as provided via the Connectivity Solution and shall be at least fifteen percent (15%) below Hotel's Published Rates.
4. **Distribution.** Wholesaler shall offer Hotel Rooms made available by Hotel under this Section solely as components of Travel Packages to prospective Wholesaler Guests through Wholesaler Platforms. Wholesaler shall ensure that it only markets and sells such Hotel Rooms to Wholesaler Guests as Packaged Rooms that are sold together and simultaneously with the other travel-related components of the applicable Travel Package and never on an unbundled, standalone basis. Except as expressly permitted under this Section 4, any Hotel Rooms made available by Hotel under this Section are non-transferable and may not be passed to any other individual, Wholesaler or organization for republication, redistribution or resale, whether on a packaged or standalone basis.
5. **Booking Price.** Wholesaler shall set the Booking Price for Hotel Rooms sold under this Agreement, provided that Wholesaler shall ensure that Hotel Rooms are not offered in a manner that discloses to prospective Wholesaler Guests, directly or indirectly, the Packaged Room Rates for such Hotel Rooms or the price of any other component of the applicable Travel Package.
6. **Payment for Packaged Rates.** Wholesaler will collect payment from the Wholesaler Guest in accordance with its payment policies. For payment to Hotel, Hotel shall charge Packaged Room Rates plus applicable Taxes and Mandatory Hotel Charges (as applicable pursuant to Section B.7 below) either: (i) to the Wholesaler Credit Card in accordance with the Hotel's payment policy; or (ii) via invoice to Wholesaler after Wholesaler Guest check-out. Wholesaler will remit the Packaged Room Rate payment to Hotel and retain any applicable mark-up between the Packaged Room Rates and the Booking Price.
7. **Confidential Rates.** Packaged Room Rates made available by Hotels under this Agreement are strictly confidential.

B. STATIC PACKAGED ROOM RATE TERMS AND CONDITIONS

1. **Rate and Inventory Sheet:** Hotel, when desiring to make guest room accommodations available to Wholesaler for distribution on a static rate, packaged basis through the Wholesaler Platform shall complete and submit a Static Net Rate and Inventory Agreement to Wholesaler in the form attached hereto as Exhibit E (a "**Rate and Inventory Sheet**"). Rate and Inventory Sheets shall be executed by Hotel and by Wholesaler, and when fully executed, shall be subject to and made a part of this Agreement. This Agreement will control over any inconsistent or contradictory terms in any such Rate and Inventory Sheet.
2. **Access.** Hotel, at its sole discretion, will determine the availability (amount and type) of Hotel Rooms, if any, and the applicable trade connected packaged room rates ("**Static Packaged Room Rates**"). The amount and types of Hotel Rooms, if any, applicable Static Packaged Room Rates, and the period of time in which the Hotel Rooms shall be made available to Wholesaler from time to time (the "**Static Packaged Rate Period**") shall be set forth in a Rate and Inventory Sheet. Hotel reserves the right to designate blackout or restricted dates, and to implement stop-sell status or cancellation of any unused Hotel Rooms for any reason.
3. **Static Packaged Room Rates.** Static Packaged Room Rates (including periodic updates to such rates) shall be as set forth in the applicable Rate and Inventory Sheet.
4. **Distribution.** Wholesaler shall offer Hotel Rooms made available by Hotel under this Section solely as components of Travel Packages to prospective Wholesaler Guests through the Wholesaler Platform. Wholesaler shall ensure that it only markets and sells such Hotel Rooms to Wholesaler Guests as Packaged Rooms and never on an unbundled, standalone basis. Except as expressly permitted under this Section 4, any Hotel Rooms made available by Hotel under this Section are non-transferable and may not be passed to any other individual, Wholesaler or organization for republication, redistribution or resale, whether on a packaged or standalone basis.
5. **Reservation Method.** Reservation requests for Hotel Rooms using Static Packaged Room Rates must be reported to Hotel daily and in any event, no later than 5 days before the applicable Wholesaler Guest's arrival. Reservations may be made by Wholesaler by sending an e-mail directly to Hotel's Reservations Department at email address listed on the Rate and Inventory Sheet. The return response telephone number and/or E-mail address must be noted clearly on any correspondence. The booking status, *i.e.*, new reservation, change, or cancellation, must be noted clearly on all communications.
6. **Confirmations.** For the reservation methods in Section 5 above, Wholesaler must immediately send a written confirmation, which guarantees the reservation (the "**Written Confirmation**"). The Written Confirmation shall either be a written voucher or reservations message sent either by e-mail or by facsimile that includes: (i) the name and email address of Wholesaler

Guest(s) (including occupancy and ages of accompanying children); (ii) a description of the applicable room category; (iii) the dates of arrival and departure; (iv) options and special requests, which shall be subject to availability and Hotel's ability to fulfill; (v) any other items to be credited to the Wholesaler Guest's account (i.e., room tax, transfers, etc.); and (vi) the Wholesaler Credit Card.

7. **Vouchers.** Wholesaler shall ensure that it issues Vouchers to Wholesaler Guests for each booking of Hotel Rooms made under this Agreement. Vouchers must be presented at the Property by the Wholesaler Guest at the time of arrival, and failure to provide a Voucher may result in the Wholesaler Guest being charged the then current Published Rate for Hotel Room(s).

II. TERMS AND CONDITIONS APPLICABLE TO ALL RATE PLANS

A. RATE TERMS AND CONDITIONS

1. **Individual Travel Only.** Hotel Rooms made available by Hotel under this Agreement may only be made available to Wholesaler Guests booking individual leisure travel. Reservations booked with ten (10) or more rooms will be considered a "Group" reservation and shall not be eligible for the rates offered under this Agreement. Should Wholesaler wish to arrange for a Group reservation, Wholesaler must contact the Hotel in advance for applicable Group room rates. Violation or breach of this Section 1.2 shall constitute a Distribution Violation (as defined below).

2. **Rate Rules and Conditions.** Hotel, at its sole discretion, shall determine what, if any, rules and conditions apply to their Hotel Rooms and the associated rates. Such rules may include, without limitation, cancellation and no-show terms and charges, credit card guarantees, Taxes and Mandatory Hotel Charges (as defined above). Hotel will provide (and update from time to time) all applicable rate rules and conditions via Connectivity Solution and Inventory Sheet, and Wholesaler shall ensure that it accurately, clearly and conspicuously disclose such rules and conditions to prospective Wholesaler Guests: (i) when displaying or promoting a Hotel Room or Rate; (ii) prior to a Wholesaler Guest booking a Hotel Room; and (iii) in any confirmation delivered to a Wholesaler Guest as a result of a booking (and/or in such other manner that may be legally recommended or required). Wholesaler acknowledges and agrees that it has the proper functionality and ability to abide by all rules and conditions applicable to the rates provided by Hotel hereunder.

3. **Hyatt Best Rate Guarantee.** Wholesaler shall abide by Hyatt's lowest published internet rate guarantee as described on Hyatt.com (or such other website as may serve as Hyatt's primary website) (the "**Best Rate Guarantee**"). In the event Hyatt determines that Wholesaler is selling Hotel Rooms in a manner that is not in compliance with the Best Rate Guarantee, Hyatt shall notify Wholesaler. In addition, in the event that a Wholesaler Guest finds a room rate through Wholesaler that is lower than the Published Rate for the date(s) of stay, and the Wholesaler Guest makes a Best Rate Guarantee claim with Hotel, Wholesaler shall pay to Hotel the difference between the Published Rate and the amount actually paid by the Wholesaler Guest within fifteen (15) days of demand.

4. **Rate Errors.** In the event Wholesaler displays a rate in obvious error for booking on the Wholesaler Platform, upon notice or knowledge thereof, Wholesaler will promptly correct the rate. Further, in the event a Wholesaler Guest books a Hotel Room using the incorrect rate, Hotel may elect to not honor the rate and cancel the applicable booking(s) in accordance with its policies. Wholesaler shall notify Wholesaler Guest of this policy prior to booking. For Wholesaler Guest refunds, in the event of a Wholesaler Guest cancellation where the rate was provided in error by Hotel, the Hotel will refund the payment to the Wholesaler Credit Card or Wholesaler Guest's payment card, as applicable, and if to the Wholesaler Credit Card, Wholesaler shall pass on the refund to Wholesaler Guest in accordance with its policies. In the event of Wholesaler Guest's cancellation where Wholesaler received the rate without error and displayed the rate in obvious error, Wholesaler shall be fully liable and responsible for any refunds to Wholesaler Guest or costs arising from the incorrect display of such rate.

B. GENERAL PAYMENT TERMS

1. **Wholesaler Credit Card Denial.** In the event that charges for consumed Hotel Rooms are denied or not processed by the Wholesaler Credit Card, Wholesaler will remedy such non-payment within twenty-four (24) hours of notification from Hotel. If Wholesaler does not successfully remedy such non-payment within the twenty-four hour (24) time period, Hotel will invoice Wholesaler for the Consumed Room and payment shall be due from Wholesaler within fifteen (15) business days of receipt of invoice.

2. **Collection Assistance.** Wholesaler will use all reasonable efforts to assist Hotel where any Wholesaler Guest fails to make any payments owing in accordance with this Agreement.

3. **Invoice Disputes:** As applicable for payment via invoice, in the event of any disputed sums, Wholesaler shall pay the undisputed portions of the invoice in accordance with this Agreement, while the disputed sums are being resolved. Wholesaler shall provide Hotel with written notice of any disputed sums within thirty (30) days after it has received such disputed invoice; failure to do so will constitute a waiver of the right to dispute any charges reflected in the invoice.

4. **Anti-Fraud Cooperation.** In an effort to prevent a Potentially Fraudulent Reservation, Wholesaler agrees it will (pre)authorize (or use any other mutually agreed method) to validate the Wholesaler Guest payment card when a booking is made by a Wholesaler Guest through the Wholesaler Platform. If a reservation is a Potentially Fraudulent Reservation, or certain data provided by a Wholesaler Guest cannot be verified by Wholesaler forty eight (48) hours prior to the date of arrival, then Hotel and Wholesaler shall work together to address the Potentially Fraudulent Reservation, which may include canceling such reservation at any time up to forty eight (48) hours prior to the date of arrival.

5. Taxes

(a) Tax Rates. Hotel shall provide Wholesaler with the Tax rates applicable to the booking of Hotel Rooms. Where Wholesaler collects payment from Wholesaler Guest, Wholesaler agrees that it shall be solely responsible for collecting all applicable Taxes from Wholesaler Guests, and for each booking shall: (i) remit any Taxes on the applicable Packaged Room Rate to Hotel (unless such Taxes are legally required to be collected and remitted to the taxing authority by Wholesaler, in which event Wholesaler shall promptly remit the Taxes and provide evidence of such remittance to Hotel upon request); and (ii) remit any additional Taxes, including VAT Taxes or similar Taxes, that may be due and owing as a result of such booking, including, without limitation, Taxes on any amount charged by Wholesaler to the Wholesaler Guest in excess of the applicable rate, to the applicable taxing authority. Where Hotel collects payment from Wholesaler Guests, Hotels will be responsible for remittance of any applicable Taxes for such bookings.

(b) Tax Inclusive Rates. If required by law, rates will be provided to Wholesaler inclusive of applicable Taxes. In such event: (i) Wholesaler shall ensure that it only displays for sale and sells Hotel Rooms to Wholesaler Guests at rates which are inclusive of Taxes; and (ii) if Wholesaler fails to display and sell Hotel Rooms to Wholesaler Guests at Booking Prices that are inclusive of Taxes, and such failure results in a Best Rate Guarantee claim, Wholesaler shall pay to Hotel the difference between Hyatt's Published Rate and the amount actually paid by the Wholesaler Guest for the room within fifteen (15) days of such notification.

(c) VAT Registration. Wholesaler represents and warrants that it is registered for the payment of VAT or similar Taxes in all jurisdictions where required of Wholesaler in accordance with applicable law or regulation. In any jurisdictions where Wholesaler is not required by applicable law or regulation to be registered for VAT or similar Taxes, the 'reverse charge' mechanism shall shift the responsibility to collect such Tax to Hyatt for any VAT or similar Taxes to which Wholesaler would be subject, and Hotel shall remit such VAT or similar Tax to the taxing authority and shall invoice Wholesaler for reimbursement of such VAT or similar Tax. Payment to Hotel shall be due from Wholesaler within fifteen (15) days of receipt of invoice. Upon request, Hotel will provide Wholesaler with documentation issued by the government tax authority certifying the VAT or similar Tax amount assessed.

6. **Incidental Charges.** Prior to the booking of any reservation, Wholesaler shall ensure that it has advised Wholesaler Guests that Wholesaler Guests are responsible for payment of all charges, over and beyond the room charge, that may be incurred in the course of occupancy ("Incidental Charges"), including, but not limited to charges for an extra bed, mini-bar, room service, movies, Internet access, telephone, and health club use, and that payment for Incidental Charges is due at check-out. Hotel shall be responsible for collecting payment of Incidental Charges, and Wholesaler shall have no responsibility for payment, collection or billing of Incidental Charges. Incidental Charges are not commissionable. Wholesaler agrees to cooperate with Hotel in any efforts to collect payment for Incidental Charges from its Wholesaler Guests.

7. **Mandatory Hotel Charges.** Hotel shall provide Wholesaler from time to time with a list of its Mandatory Hotel Charges and Wholesaler shall ensure that it incorporates all Mandatory Hotel Charges in all advertising and throughout the booking process for Wholesaler Guests in compliance with all applicable laws. Notwithstanding whether payment of the Rates are collected by Wholesaler or Hotel, Hotel shall be responsible for collecting payment for Mandatory Hotel Charges from the Wholesaler Guest at time of check-out (unless otherwise agreed in the Rate and Inventory Sheet), and Wholesaler shall have no responsibility for the payment, collection or billing thereof. Mandatory Hotel Charges are not commissionable.

8. **Wholesaler Guest Changes and Extended Stays.** Subject to Section 9, if a Wholesaler Guest requests changes to the Wholesaler Guest's reservation directly from Hotel, or if a Wholesaler Guest accepts an upgrade offer made by Hotel, whether upon arrival at the Property or otherwise, then Hotel shall charge the Wholesaler Guest directly for such changes, including any extra person fees, Mandatory Hotel Charges, Incidental Charges, or other additional charges, and Hotel is solely responsible for collecting any charges from such Wholesaler Guest for requested changes or other charges. Charges for Wholesaler Guest changes are not commissionable.

9. **Early Departures, No Shows and Cancellations.** Unless otherwise specified by Hotel where a Wholesaler Guest departs prior to the reservation departure date, does not show up for the reservation or cancels his/her booking outside the period required by Hotel's cancellation policy, Hotel will, in accordance with its cancellation policy or the specified rate plan applicable to the room reservation, charge Wholesaler the relevant charges. If pre-payment was required, Hotel shall be under no obligation to refund any of the prepaid amounts to Wholesaler.

10. **Continued Cancellation by Wholesaler Guest.** When in Hotel's reasonable opinion, Wholesaler continually books Wholesaler Guests through the Services who either cancel or do not show up for their bookings, such action will be considered a material breach under this Agreement and provided Wholesaler does not alleviate Hotel's concerns within ten (10) days of being notified of the material breach, Hyatt may terminate this Agreement.

11. **"Walked" Customers.** If Hotel "walks" a Wholesaler Guest, it agrees to take responsibility for locating alternative hotel accommodations of a reasonably equivalent quality in the area subject to availability and shall cover the reasonable cost of the alternative accommodations as well as provide ground transportation to the alternative hotel at no charge to the Wholesaler Guest.

C. DISTRIBUTION

1. Violation of Distribution Terms and Conditions.

(a) Distribution Violation. Any breach or violation by Wholesaler of the distribution related terms and conditions applicable to the Hotel Rooms and associated rates made available by Hotel under this Agreement (e.g., Sections 1.4, 1.5, 2.4, and 2.5 of Section A and 1.3, 2.2, and 2.3 of Section B of this Exhibit B) shall constitute a “**Distribution Violation**”.

(b) Suspension or Termination. Within twenty-four (24) hours of becoming aware of a Distribution Violation (whether by notice from Hotel or otherwise), Hotel may immediately suspend all access to Hotel Rooms associated with the Distribution Violation until completely resolved. If the Distribution Violation remains unresolved to Hyatt’s satisfaction after thirty (30) days of receiving notification, Hyatt may, in addition to exercising any other rights it may have under this Agreement, terminate this Agreement.

(c) Payment of Distribution Violation Related Expenses. For each Distribution Violation (and in addition to amounts that may be otherwise owed by Wholesaler under the terms and conditions of this Agreement), Wholesaler shall pay to Hotel any and all expenses incurred as a result of the Distribution Violation. Such expenses shall include needed rate adjustments as well as a Distribution Violation fee of one hundred (\$100.00) dollars, all of which shall be due and payable by Wholesaler within five (5) days of Wholesaler’s receipt of Hotel’s demand.

2. Sole and Exclusive Source. Wholesaler shall sell Hyatt Hotel Rooms only at the rates received from Hotel under this Agreement and shall not sell any Hyatt Hotel Rooms at rates received from any other third party or any other distribution channel or platform.

3. Sole and Exclusive Contract. Wholesaler acknowledges and agrees that: (i) Hyatt Hotels desiring to make guest room accommodations available to Wholesaler for distribution shall contract with Wholesaler exclusively through this Agreement; and (ii) Wholesaler is prohibited from contracting directly with Hyatt Hotels or displaying any Hyatt Hotel’s rates or inventory outside this Agreement.

4. Connectivity.

(a) Transmission of Reservation Information. Once Wholesaler has accepted a booking of a Hotel Room from a Wholesaler Guest, Wholesaler shall transmit through the Connectivity Solution, all reservation information necessary for Hotel to secure the Hotel Room reservation, including but not limited to the Wholesaler Guest’s name, email address, arrival and departure date, and as applicable, Wholesaler Credit Card information (no later than three (3) days prior to Wholesaler Guest’s arrival).

(b) Connectivity Solution. Wholesaler accepts the Connectivity Solution and all other proprietary or third-party systems or services (and the components of each) used by Hotel on an “as is” and “as available” basis. All implied warranties regarding the Connectivity Solution are excluded to the maximum extent permitted by law. Wholesaler shall be solely responsible for the costs of establishing and maintaining its connection with the Connectivity Solution.

a. Static Rates

(a) Available Payment Methods. Charges for Hotel Rooms sold by Wholesaler will be (1) pre-paid by Wholesaler, (2) billed to, and paid by, Wholesaler by invoice or (3) paid by Wholesaler Credit Card, as indicated on the applicable Rate and Inventory Sheet, in accordance with the terms below.

(i) Terms for Pre-Payment. Hotel must receive from Wholesaler the Written Confirmation and full prepayment of the applicable Rate for the reserved room(s) plus applicable taxes within the number of days prior to the Wholesaler Guest’s arrival as set forth in the applicable Rate and Inventory Sheet. If Hotel does not receive full payment as indicated, and no other form of full payment has been received prior to the Wholesaler Guest’s arrival, the Wholesaler Guest’s credit card will be charged at the prevailing rack rates, and if no valid credit card has been provided, Wholesaler shall be responsible for these charges.

(ii) Terms for Payment by Invoice

(A) Invoicing. Hotel will invoice Wholesaler the applicable Rates for consumed Hotel Rooms and applicable Packaged Room Rates for early departures, no shows and cancellations as set forth in Section 7 if any, plus applicable taxes. Payment of these charges is due within thirty (30) days of receipt of invoice. Wholesaler’s Written Confirmations will be attached to invoice. If a Written Confirmation is not available, Hotel will supply alternative evidence to Wholesaler, which shows that the Wholesaler Guest was provided with the reserved Hotel Room(s), or that an early departure, no show or cancellation as set forth in Section 7 applied. Any additional or more specific requirements by Wholesaler must be made in writing and approved in writing by Hotel in advance. Payments not received within thirty (30) days from date of invoice may result in Hotel’s withdrawal from participation under this Agreement or a change to the permitted method of payment. Wholesaler shall make checks payable to the applicable entity as indicated in the Rate and Inventory Sheet and shall send checks to the applicable address as indicated in the Rate and Inventory Sheet, Attention: Accounting.

(B) Disputed Invoices. In the event of any disputed sums, Wholesaler shall pay the undisputed portions of the invoice in accordance with this Agreement, while the disputed sums are being resolved. Wholesaler shall provide Hotels with written notice of any disputed sums within thirty (30) days after it has received such disputed invoice; failure to do so will constitute a waiver of the right to dispute any charges reflected in the invoice.

(iii) Terms for Payment by Wholesaler Credit Card. Hotel shall charge the applicable Packaged Room Rate plus applicable taxes and fees in accordance with Hotel’s policy to the Wholesaler Credit Card at the time the Written Confirmation is received.

b. **Wholesaler Credit Card Denial.** In the event that charges for consumed Hotel Rooms are denied or not processed by the Wholesaler Credit Card, Wholesaler will remedy such non-payment within twenty four (24) hours of notification from Hotel. If Wholesaler does not successfully remedy such non-payment within the twenty four hour (24) time period, Hotel will invoice Wholesaler for the Consumed Room and payment shall be due from Wholesaler within fifteen (15) business days of receipt of invoice.

EXHIBIT C GENERAL TERMS AND CONDITIONS

1. **Hyatt Obligations.** Notwithstanding anything to the contrary in this Agreement, Wholesaler acknowledges and agrees under no circumstances shall Hyatt be liable to Wholesaler for any liability or damages arising out of, or relating to, the acts or omissions of a Hotel or the failure of Hotel to comply with the terms and conditions of this Agreement.

2. Wholesaler Obligations.

2.1 Customer Service. Wholesaler will, at its own cost, make customer support services available for Wholesaler Guests through a customer service center. The customer service center will be adequately staffed with personnel trained to respond to Wholesaler-related customer inquiries and requests for related service and support. Wholesaler will make commercially reasonable efforts to ensure that its customer service representatives provide customer service and support in a prompt, courteous, and professional manner. Wholesaler shall ensure that Wholesaler's customer service center telephone number and/or e-mail address is: (i) included in confirmations, itineraries, or other similar communications issued by it to Wholesaler Guests (whether by e-mail or hard copy); (ii) posted on any customer-accessible website that is part of the Services; and (iii) provided to Hotel. Wholesaler will refer Wholesaler Guests with Property-specific questions, including questions relating to the Property, to Hotel's customer service center. Wholesaler and Hotel will work together to resolve customer issues that remain when no party is able to resolve the issue individually. Should a Wholesaler Guest make a complaint in respect of a Hotel Room to Wholesaler, Wholesaler shall promptly notify Hotel of the complaint and the Hotel shall handle the complaint with the Wholesaler Guest directly. Should a Wholesaler Guest make a complaint regarding the Wholesaler Platform, Wholesaler shall respond in a prompt and reasonable manner at Wholesaler's sole cost.

2.2 Reporting. Wholesaler will provide Hotel with reports on an agreed basis providing information concerning Hotel Rooms booked through the Services.

3. **Data Privacy and Protection.** A breach of the following data privacy and protection provision shall be deemed a material breach of this Agreement.

3.1 To the extent that a Party's rights or obligations under this Agreement involve the transfer of any information related to an identified or identifiable natural person (collectively, "**Personal Information**") by one Party (the "**Transferor**") to another Party (the "**Transferee**"):

(a) the Transferor confirms and warrants that:

(i) the processing of that Personal Information has and, up to the point of disclosure to the Transferee, will continue to be carried out in accordance with all the applicable requirements of all data protection and privacy laws and regulations in any relevant jurisdiction from time to time that are applicable to the processing of Personal Information in accordance with this Agreement (together, the "**Data Protection Legislation**"); and

(ii) the data subjects to whom such Personal Information relates (the "**Data Subjects**") have been notified of the disclosure to the Transferee and use by the Transferee of the Personal Information pursuant to this Agreement, and the Transferor has lawful grounds to disclose the information to Transferee.

(b) Upon receiving Personal Information pursuant to this Agreement, the Transferee shall:

(i) comply with all applicable requirements of the Data Protection Legislation in respect of its processing of Personal Information;

(ii) process the Personal Information either:

(A) only in accordance with the purposes contemplated by this Agreement; or

(B) only in accordance with such other purposes as have been notified to the Data Subjects by the Transferee (where required by law) and for which the Transferee has lawful grounds to process the Personal Information in accordance with the Data Protection Legislation;

(iii) process the Personal Information in a manner that ensures appropriate security of such Personal Information, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures;

(iv) not transfer the Personal Information across a national border except in accordance with the Data Protection Legislation; and

(v) acknowledge that it, and not the Transferor, will determine the purposes for which and the manner in which any such Personal Information is processed by the Transferee, unless agreed to the contrary.

3.2 Hotel complies with the Global Privacy Policy in force from time to time, which is available at <http://privacy.hyatt.com> (the "**Privacy Policy**"). Where a Hotel acts as Transferee, it will process any Personal Information transferred to it pursuant to this Agreement as set out in the Privacy Policy.

4. **PCI Compliance.** Wholesaler acknowledges and agrees that if, in connection with its performance under this Agreement, it shall receive, access, transmit, store or process data ("**Cardholder Data**") relating to a payment card bearing the logo of a member of the Payment Card Industry ("**PCI**") Security Standards Council or to the person to whom such payment card is issued, Wholesaler shall be responsible for maintaining the confidentiality and security of such Cardholder Data. Wholesaler warrants, represents and covenants that it will, at all times during the term hereof and thereafter, in accessing, transmitting, storing or processing Cardholder Data, comply with the standards and measures required under the then-current version of the PCI Data Security Standards ("**PCI DSS**"), including, without limitation, all associated audit and certification requirements, and with any other applicable requirements as may be promulgated from time to time by the PCI Security Standards Council, by any member thereof, or by any entity that functions as an acquirer with respect to a payment card bearing the logo of a PCI member. In addition, if Wholesaler, in connection with its performance under this Agreement, uses or provides: (i) any payment applications that store, process or transmit Cardholder Data as part of authorization or settlement; or (ii) any personal identification number (PIN) entry terminals used for payment card transactions, Wholesaler will ensure that such payment applications or PIN entry terminals, as the case may be, comply with applicable PCI security standards and requirements, including but not limited to, the PIN Entry Device Security Requirements and the Payment Application Data Security Standard. Hotel will be entitled to

audit Wholesaler's compliance with the warranties and representations contained in this Section (the "**Data Security Warranties**").

5. Term and Termination

5.1 Term. The term of this Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, shall continue for one year (the "**Initial Term**"). This Agreement will automatically renew for successive one-year renewal terms (the Initial Term and any renewal term(s) may be referred to herein as a "**Term**") unless written notice is given sixty (60) days prior to the expiration of the then-current Term. Hotel or Wholesaler may terminate this Agreement, without cause, at any time upon thirty (30) days' advance written notice.

5.2 Termination. Hotel or Wholesaler may terminate this Agreement: (a) In the event of a material breach of this Agreement by the other Party if such breach is not cured within thirty (30) days from receipt of written notice of such breach. A material breach shall include but is not limited to a breach of any of the representations and warranties made herein including those contained in Section 7 herein; or (b) to the maximum extent permitted by applicable law, if the other Party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, a court of competent jurisdiction appoints a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act or has any such petition filed against it which is not discharged within ninety (90) days thereof or such Party fails generally to pay its debts as they become due (excluding those subject to a good faith dispute). In addition, this Agreement shall automatically terminate in the event that Wholesaler becomes a Prohibited Person or is owned or controlled by a Prohibited Person or otherwise the target of trade restrictions. Wholesaler agrees that if Hotel materially breaches this Agreement, Hyatt has no control over such breach or the ability to cure such breach.

5.3 Termination. Hotel may terminate this Agreement for any or no reason upon thirty (30) days written notice. If Hotel ceases to be operated under a Hyatt brand, this Agreement shall terminate automatically and without penalty.

6. Intellectual Property and Marketing.

6.1 Trademarks/Trade Names. Wholesaler shall not use the name, trademark or logo or any other proprietary designation of Hyatt (the "Marks") without the prior written permission of Hyatt. Wholesaler shall comply with the terms and conditions required by Hyatt for such use and shall be exactly in the form provided by Hyatt to Wholesaler. Wholesaler shall not use and shall cause its agents, contractors, and subcontractors not to use any Marks that are comprised of all or a part of the Marks or are confusingly similar to the Marks, or alter the Marks or any element thereof in any manner, including size, color, spacing, font or appearance. Wholesaler shall not take any action inconsistent with Hyatt's ownership of the Marks. Wholesaler further agrees that all goodwill developed in the Marks shall inure solely to Hyatt. Wholesaler agrees not to use any Marks in any manner that could reasonably be expected to have an adverse impact on the goodwill attached to such Marks or the corporate image of Hyatt or Hotel. If Hyatt determines, in its sole discretion, that any of the Marks are being used in such a manner, it shall have the right to request that Wholesaler immediately cease or otherwise modify any particular use, and Wholesaler shall promptly comply with such request.

6.2 Fees and Expenses. Except as specifically provided in this Agreement, each Party shall be responsible for its own costs and expenses in connection with the performance of its obligations under this Agreement, including but not limited to costs and expenses of technical integration and support.

6.3 Hyatt Content. Hotel shall provide Wholesaler the right to use and display, in connection with promotion of the Property,

images and content, as determined by Hotel, which may include, data, text, audio, video, graphics, photographs, artwork and/or similar materials regarding the Property, including trade name, logos, trademarks, and copyrights associated therewith) (collectively, "**Hotel Content**"), solely to promote, and make Hotel Rooms available in connection with the Services. Wholesaler may modify the Hotel Content solely as is necessary or desirable to optimize display of such Hotel Content solely by making adjustments to the size. Wholesaler shall not make any other changes to or derivatives of the Hotel Content. Such Hotel Content may be hosted by a third party with whom Wholesaler has a contractual relationship to provide such services pursuant to the terms and conditions set forth herein, subject to Hotel's notice and approval. Wholesaler agrees not to use any Hotel Content in any manner that could reasonably be expected to have an adverse impact on the goodwill attached to such Hotel Content or the corporate image of Hotel. Hotel has the right to request, at any time during the Term and for any reason or no reason at all, that Wholesaler immediately cease or otherwise modify any particular use of Hotel Content and Wholesaler shall promptly comply with such request. Hyatt retains all right, title and ownership in and to the Hotel Content. Wholesaler may not use any content regarding Hyatt or the Property that is not provided by Hotel; further, Wholesaler shall not scrape or otherwise obtain any content from any of Hyatt or Hotel's websites.

6.4 Use of Keywords. Wholesaler shall not bid on, purchase, register or use, directly or indirectly, any keywords, adwords or other forms of search terms involving any Hyatt names or trademarks (including translations or common misspellings or mispronunciations of such names or trademarks) (collectively, "**Keywords**"), or any Negative Keywords, as defined in Section 6.5 below, on any search engine, metasearch site, social media platform or other Internet-based platform providing similar search functionality.

6.5 Use of Negative Keywords. To the extent that Wholesaler bids on, purchases, registers or uses keywords, adwords or other forms of search terms (to the extent not prohibited by Section 6.4), on a search engine, metasearch site, social media platform or other Internet-based platform, Wholesaler shall use the terms listed as negative keywords in Exhibit D and their corresponding match types (the "**Negative Keyword(s)**"), on such search engine, metasearch site, social media platform or other Internet-based platform so that Wholesaler's ads are not displayed when a user search includes one or more Negative Keywords. Hotel may update Exhibit D from time to time and shall provide such updates to Wholesaler.

7. Representations, Warranties and Covenants. Except as otherwise provided herein, the representations and warranties and covenants in this Section are continuous in nature and shall be deemed to have been given by Hotel and Wholesaler at execution of this Agreement and at each stage of performance under this Agreement. These representations, warranties and covenants shall survive termination or expiration of this Agreement. Wholesaler and Hotel hereby represents and warrants as follows:

7.1 Corporate Power. Such Party is duly organized and validly existing under the laws of the state or country of its incorporation or organization and has full corporate power and authority to enter into this Agreement and to carry out the provisions of this Agreement.

7.2 Due Authorization. Such Party is duly authorized to execute and deliver this Agreement and to perform its obligations under this Agreement.

7.3 Binding Agreement. As of the Effective Date, this Agreement is a legal and valid obligation binding upon each Party and enforceable on its terms. The execution, delivery and performance of this Agreement by such Party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a Party or by which it may be bound, nor violate any law or regulation of any court,

governmental body or administrative or other agency having jurisdiction over it.

7.4 Compliance with Applicable Laws; Licenses and Permits.

(a) Except to the extent subject to penalty under U.S. law, each Party covenants to comply with all applicable laws, rules and regulations relating to the performance of their respective obligations under this Agreement, including but not limited to applicable U.S. and local law trade and investment sanctions, export controls, anti-terrorism, anti-boycott, anti-money laundering and anti-bribery laws, rules and regulations.

(b) Wholesaler expressly agrees and acknowledges that Hotel's ability to perform under this Agreement is subject to Wholesaler's compliance with applicable laws, rules and regulations. Each Party agrees that any refusal or failure by another Party to perform its obligations hereunder because such performance would not be in compliance with applicable laws will not constitute a breach of any obligation under this Agreement and each Party waives any and all claim against the other Party for any loss, cost or expense, including consequential damages, that may be incurred by virtue of such refusal or cancellation.

(c) Without prejudice to the generality of the foregoing, neither Wholesaler nor Hotel shall directly or indirectly pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to an official or employee of a government department, agency or instrumentality, state-owned or controlled enterprise or public international organization; any political party or candidate for political office; any commercial purchaser its services or products, or any other person at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engage in acts or transactions otherwise in violation of any applicable anti-bribery legislation, including but not limited to those of the United States, the United Kingdom, equivalent local laws implementing the OECD Convention on Combating Bribery in International Business Transactions and similar multilateral anti-bribery agreements, and Hyatt's Code of Conduct.

(d) Wholesaler and Hotel each acknowledge and agree that any breach of this Section 7.5 by it shall constitute a material breach entitling the non-breaching Party to terminate this Agreement in accordance with Section 5 herein. In such case, the non-breaching Party shall have no further obligations to the breaching Party whatsoever hereunder. Wholesaler further acknowledges and agrees that in the event of termination by Hotel due to a breach of this Section 7.5, it shall forfeit all accrued but unpaid compensation, if, in Hotel's reasonable judgment, any applicable law, rule or administrative requirement makes improper or prohibits the payment of said compensation.

(e) At their own expense, each Party has procured any and all licenses or permits necessary to fulfill its obligations hereunder.

7.5 No Prohibited Persons. Wholesaler hereby represents and warrants that:

(a) it is not, and its directors, officers, senior management, shareholders and persons having a controlling interest are not, owned or controlled by, or acting on behalf of any Prohibited Person; and

(b) from and after the effective date of Executive Order 13324 issued by the President of the United States, it (and

person, group, or entity which it controls, directly or indirectly) has not conducted nor will conduct business nor has engaged nor will engage in any transaction or dealing with any Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation, including without limitation any assignment of this Agreement or the making or receiving of any contribution of funds, goods or services to or for the benefit of a Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation.

Wholesaler shall notify Hotel immediately upon the occurrence of any event which would render the foregoing representations and warranties incorrect.

In connection with the foregoing, it is expressly understood and agreed that: (i) any breach by Wholesaler of the foregoing representations and warranties shall be deemed a material breach of this Agreement by Wholesaler and shall be covered by Wholesaler's indemnification obligations as set forth in Section 9 below.

8. Limitation of Warranty. EXCEPT AS EXPRESSLY WARRANTED ABOVE, EACH PARTY EXPRESSLY DISCLAIMS ANY FURTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

9. Indemnification

9.1 General Indemnity.

(a) Indemnification by Wholesaler. Wholesaler shall indemnify, defend and hold harmless Hotel, and the owner of the Property, as well as their respective Affiliates and licensees, and each of their officers, shareholders, directors, members, partners, employees and agents (collectively, the "**Hotel Indemnified Parties**") from and against any and all liabilities, obligations, losses, damages, claims, demands, suits, actions, deficiencies, penalties, Taxes, levies, fines, judgments, settlements, costs, expenses, legal fees and disbursements, and accountants' fees and disbursements (collectively, "**Losses**") incurred by, borne by or asserted against any of the Hotel Indemnified Parties in any way relating to, arising out of or resulting from: (i) Wholesaler's material breach of this Agreement; (ii) the gross negligence or willful misconduct of any employee, agent, or subcontractor of Wholesaler; (iii) any actual or alleged infringement of any patent, copyright, trademark, trade name, trade secret or other proprietary or intellectual property right by any service or product, including software, delivered by Wholesaler pursuant to this Agreement; (iv) information given by Wholesaler to third parties or Wholesaler Guests (other than information supplied by Hotel that is used by Wholesaler as authorized and not modified by Wholesaler)) that is materially false, misleading, or deceptive; or (v) the failure to pay any Taxes due and owing by Wholesaler.

(b) Indemnification by Hotel. Hotel shall indemnify and hold harmless Wholesaler and its officers, shareholders, directors, employees and agents (collectively, the "**Wholesaler Indemnified Parties**") from and against any and all Losses incurred by, borne by, or asserted against any of the Wholesaler Indemnified Parties in any way relating to, arising out of or resulting from: (i) the Hotel's material breach of its obligations under this Agreement; (ii) the gross negligence or willful misconduct of any employee or subcontractor of Hotel; (iii) information given by Hotel to Wholesaler (other than information supplied by Wholesaler or a third party, including but not limited to Wholesaler Guests booking reservations through the Services) that is materially false, misleading, or deceptive.

9.2 Indemnification Procedures.

(a) Promptly after any Party entitled to indemnification under this Section 9 (each, an "**Indemnitee**") obtains

knowledge of the potential existence or commencement of any third-party claim, action, suit or proceeding (a “**Claim**”), in respect of which an Indemnitee is or may be entitled to indemnification under this Agreement, such Indemnitee shall promptly notify the applicable Party (the “**Indemnitor**”) of such Claim in writing; provided, however, that any failure to give such notice will not waive any rights of the Indemnitee except to the extent that the rights of the Indemnitor are actually prejudiced thereby. The Indemnitor shall assume the defense and settlement of such Claim with counsel reasonably satisfactory to the Indemnitee at the Indemnitor’s sole risk and expense; provided, however, that Indemnitee: (i) shall be permitted to join in the defense and settlement of such Claim and to employ counsel at its own expense; (ii) shall cooperate with Indemnitor in the defense and any settlement of such Claim; and (iii) shall have the right to pay or settle such Claim at any time in which event Indemnitee shall be deemed to have waived any right to indemnification therefore by Indemnitor. Indemnitor may settle such Claim without the Indemnitee’s consent, unless such settlement: (A) does not include a release of all covered claims pending against the Indemnitee; (B) contains an admission of liability or wrongdoing by the Indemnitee; or (C) imposes any obligations upon the Indemnitee other than an obligation to stop using any infringing items.

(b) If the Indemnitor fails to assume the defense of such Claim or, having assumed the defense and settlement of such Claim, fails reasonably to contest such Claim in good faith, the Indemnitee, without waiving its right to indemnification, may assume the defense and settlement of such Claim; provided, however, that: (i) the Indemnitor shall be permitted to join in the defense and settlement of such Claim and to employ counsel at its own expense; and (ii) the Indemnitor shall cooperate with the Indemnitee in the defense and settlement of such Claim. The Indemnitee may settle such Claim without the Indemnitor’s consent unless such settlement: (A) does not include a release of all covered Claims pending against the Indemnitor; (B) contains an admission of liability or wrongdoing by the Indemnitor; or (C) imposes any obligations upon the Indemnitor other than an obligation to stop using any infringing items. The Indemnitor shall be liable to the Indemnitee for all costs and expenses incurred in connection with the defense and settlement of any Claim pursuant to this Section 9.2(b).

(c) Upon a determination of liability in respect of this Section, the Indemnitor shall pay the Indemnitee the amount so determined within ten (10) business days after the date of such determination. If there should be a dispute as to the amount or manner of determination of any indemnity obligation owed under this Agreement, the Indemnitor shall nevertheless pay when due such portion, if any, of the obligation as shall not be subject to dispute. Upon the payment in full of any claim, either by setoff or otherwise, the Party or entity making payment shall be subrogated to the rights of the Indemnitee against any person, firm, corporation or other entity with respect to the subject matter of such claim.

9.3 Intellectual Property Remedies. In the event of a Claim under Section 9.1(a)(iii), and in addition to all other obligations of Wholesaler in this Section, Wholesaler shall at its expense: (a) procure for Hotel the right to continue use of such infringing products or services, or any component thereof; or (b) replace or modify the same with non-infringing products or services satisfactory to Hotel, provided that Wholesaler shall provide Hotel with a comparable temporary replacement product or reimburse Hotel for the reasonable costs incurred by Hotel in obtaining an alternative product in the event Hotel cannot use the affected product. If Wholesaler cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Wholesaler shall accept the return of the infringing component of the products or services, along with any other components of any products rendered unusable by Hotel as a result of the infringing component, and refund the price paid to Wholesaler for such components.

9.4 Statements Concerning Other Party. No Party shall issue or participate in any press release or other public announcement, confirmation or statement (including any statements or comments to the press or any member of the press) regarding this Agreement or the contents and subject matter of this Agreement without written consent of the other Party. In the event Hotel is contacted by any taxing or governmental authority to discuss the subject matter of this Agreement (including without limitation, the application of Taxes to Hotel Rooms pursuant to this Agreement), Hotel shall not be limited in any manner from conducting such communications or from expressing any positions to such taxing or governmental authority. Nothing in this Section shall prevent either Party from making any disclosure required by law, rule or regulation following prior consultation with the other Party (but such consultation is required only if prior consultation is lawfully permitted).

9.5 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

10. Insurance. Throughout the Term of this Agreement and for two (2) years thereafter, Wholesaler shall carry and maintain (a) Comprehensive General Liability insurance through companies satisfactory to Hotel endorsed to include products and completed operations and contractual liability in a minimum amount of five million dollars (\$5,000,000.00) (or the local currency equivalent) per occurrence, (b) Errors & Omissions/Professional Liability insurance, in an amount not less than three million (\$3,000,000 (or the local currency equivalent) per claim and annual aggregate, covering all acts, errors, omissions, negligence, and including infringement of intellectual property (except patent and trade secret) and (c) Cyber liability insurance with a limit of not less than five million dollars (\$5,000,000) per occurrence and in the aggregate covering, at a minimum, (i) privacy liability, network security and regulatory liability; (ii) fines, penalties and assessments; (iii) breach response costs including data forensics, public relations, and privacy counsel; and (iv) notification, credit monitoring, and identity theft restoration costs. The policies under (a) and (b) shall: (i) be primary and not contributory with Hotels’ insurance; and (ii) provide that they may not be cancelled or changed without at least thirty (30) days prior written notice to Hotel. Upon execution of this Agreement, Wholesaler shall furnish to Hotel a Certificate of Insurance evidencing such coverage, and naming Hotel and its Affiliates and the owner of the Property as additional insureds on the Comprehensive General Liability insurance policy. Wholesaler shall continue to provide subsequent annual Certificates of Insurance evidencing uninterrupted compliance with this insurance requirement until the termination of this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement.

11. Limitation of Liability. EXCEPT FOR THE OBLIGATIONS SET FORTH IN SECTION 3 (DATA PRIVACY AND PROTECTION), SECTION 4 (PCI COMPLIANCE), SECTION 6 (INTELLECTUAL PROPERTY AND MARKETING), SECTION 9 (INDEMNIFICATION) AND CLAIMS ARISING UNDER SECTION 12 (CONFIDENTIALITY), THE PARTIES AGREE THAT NO PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY), OR FOR INTERRUPTED COMMUNICATIONS, LOST BUSINESS, LOST DATA OR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES.

12. Confidentiality.

12.1 Confidential Information. Wholesaler acknowledges and agrees that certain information of Hotel to which it has access during the Term is confidential (“**Confidential Information**”) and shall not be disclosed or utilized by Wholesaler for any purpose other than

as contemplated herein without the prior written consent of Hotel. Confidential Information includes but is not limited to the terms of this Agreement, all Static Net Rate and Inventory Sheets submitted hereunder, certain rates identified as being confidential, booking and performance data regarding Hotel Rooms distributed by or through Wholesaler and any material marked confidential or that under the circumstances would be reasonably understood to be confidential. Within fifteen (15) days after expiration or termination of this Agreement, Wholesaler must destroy or return to Hotel all Confidential Information in Wholesaler's control or possession. Without limiting the confidentiality obligations set forth herein, Wholesaler represents and warrants that it will not put Hotel's Confidential Information, or its intellectual property including Hotel Content and the Hotel rates and inventory, into generative artificial intelligence systems or technologies, including, but not limited to, Perplexity, ChatGPT, DALL-E, Imagen, and/or Midjourney, as an input, as a library, or otherwise.

12.2 Wholesaler Guest Information. Without limiting the Parties' obligations under Section 3, each Party agrees to comply with applicable law and their respective privacy policies with respect to the collection, use and transfer of Wholesaler Guest information. Notwithstanding the foregoing, Wholesaler Guest information given by a Wholesaler Guest directly to Hotel (rather than via Wholesaler) shall be the sole property of Hotel, and this paragraph shall not be deemed to restrict the use of such information.

13. Independent Contractor. The Parties acknowledge that Wholesaler is acting as an independent contractor of Hotel pursuant to this Agreement, and that nothing contained in this Agreement shall be construed to place the Parties in the relationship of principal and agent, master and servant, partners or joint ventures. No Party shall have, expressly or by implication, or represent itself as having, any authority to make contracts or enter into licensing agreements in the name of or binding on the other Party, or to obligate or bind the other Party in any manner whatsoever. The employees of each Party to this Agreement shall in no event be deemed employees of any other Party and such employees shall not be entitled to participate in any benefits provided by any other Party to its employees.

14. Dispute Resolution.

14.1 Mutual Discussions. In the event of a claim, dispute or controversy arising out of or relating to this Agreement (or the breach, termination or invalidity thereof) (a "**Dispute**") between Hotel and Wholesaler, on the other hand, the Parties shall first attempt to settle such Dispute by mutual discussions between designated representatives of each Party. Within fourteen (14) days of the receipt by a Party of a notice from another Party of the existence of a Dispute (the "**Dispute Notice**"), such receiving Party shall submit a written response to the Party delivering the Dispute Notice (the "**Dispute Response**"). Both the Dispute Notice and the Dispute Response shall include: (i) a statement of the disputing Party's position with regard to the Dispute and a summary of arguments supporting that Party's position; and (ii) the name and title of the designated representative who will represent that Party in attempting to resolve the Dispute pursuant to this Section. Within fourteen (14) days of receipt of the Dispute Response, the designated representatives of each Party shall meet and attempt to resolve the Dispute. All negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations, and no oral or documentary representations made by the parties to the Dispute during such negotiations shall be admissible for any purpose in any subsequent proceedings. If the Parties are unable to resolve the dispute, either Party may pursue arbitration in accordance with the terms of this Agreement.

14.2 Arbitration. (a) Any remaining Dispute between Parties (following the above 28-day period) shall be settled by arbitration in accordance with the rules of the International Chamber of Commerce ("**ICC**"). The arbitration shall be conducted by a single

arbitrator selected by agreement of the Parties, or if they fail to agree on the selection of the arbitrator within ten (10) days of a Party's receipt of notice of another Party's intent to arbitrate, then by the ICC. Any decision issued by the arbitrator shall be final, conclusive and binding upon the Parties and may be enforced in any court having jurisdiction. The prevailing party in any such arbitration and any judicial proceeding related thereto, shall be entitled to recover its reasonable attorneys' fees and costs and expert witness fees as part of any award entered therein. All arbitration proceedings shall be conducted in English and shall take place as follows:

(i) If Hotel is located in Greater China (which for purposes of this Agreement includes Hong Kong, Macau and Taiwan), arbitration shall occur in Hong Kong, and the Agreement (together with any documents referred to herein or non-contractual obligations arising in any way out of or in connection herewith) will be governed and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"); and

(ii) If Hotel is located anywhere else in the world, arbitration will take place in the state, province or country (as applicable) where the Hotel's facilities are located, and the Agreement will be governed and construed in accordance with the laws of such state, province or country without giving effect to the conflicts of law rules thereof.

(b) Nothing in this Section shall be construed as waiving any applicable statute of limitation.

(c) Notwithstanding the foregoing, any Party may commence any action at law or in equity in a court of competent jurisdiction if relief from a court is necessary to prevent serious and irreparable injury to that Party (including, without limitation, the enforcement of the Parties' respective obligations under this Agreement with respect to intellectual property, confidentiality or privacy/data security) or is appropriate to obtain provisional remedies in aid of arbitration or enter into judgment the arbitrator's decision.

15. Appointment of Agent for Service. If Wholesaler does not currently operate in Hong Kong and the dispute resolution requires any legal proceedings to be conducted in Hong Kong, Wholesaler shall provide written notice to Hotel of the name and address of its agent to accept service of any process document in Hong Kong and any process document will be sufficiently served on Wholesaler or Hotel (as applicable) if delivered to the agent at its address for the time being. Neither Wholesaler nor Hotel must revoke the authority of the agent. If the agent ceases to be able to act as such or to have an address in Hong Kong, Wholesaler or Hotel (as applicable) must promptly appoint another agent (with an address for service in Hong Kong). Wholesaler or Hotel (as applicable) must notify the other parties within fourteen (14) days of any change in the identity or address of its agent for service of process. This Section does not prevent a process document being served in another manner permitted by applicable laws.

16. General

16.1 Force Majeure. In the event of an act-of-God, war, hostilities or any local or national emergency, compliance with any order or request of any national, provincial, port or other public authority or of any person purporting to act for such authority, government regulation, the failure or delay of a government to issue licenses or permits required by applicable law, actions or inactions of any government instrumentality, terrorism, disaster, fire, riots, insurrection strikes, lockouts, labor disputes of any kind, partial or general stoppages of work, refusals to perform any kind of work (whether any of the foregoing relate to a Party's own employees or others), civil disorder, curtailment of transportation facilities, breakdown of or accident to plant, machinery or facilities or any other emergency of a comparable nature beyond a Party's control, making it impossible, ,

illegal or that materially affects Hotel's or Wholesaler's ability to perform its obligations under this Agreement, and which Hotel or Wholesaler, as applicable, could not have prevented or overcome; the affected Party shall have the right, upon written notice within five (5) days of such event, to terminate this Agreement for cause, without incurring liability except for payments due and owing under this Agreement for Services rendered prior to the receipt by the non-terminating Party of the notice referenced above.

16.2 Notices & Requests. All notices and requests in connection with this Master Agreement shall be deemed given: (a) as of the business day following the day the notice or request is sent by overnight courier, charges prepaid; or (b) the same day when sent by email, with a confirming copy sent via overnight courier the same day the email was sent; to the following address:

To Wholesaler: To Hotel

NUBA

Hotel San Cristobal

Click or tap here
to enter text.

Attn: Yolanda Romey

Attn: General Manager
cyrillus.michel@sancristobalbaja.com

Email:

sandi.albiter@Nuba.com
Isabel.flores@nuba.com

If the notice or request sent by email is undeliverable, the notice or request shall be deemed given as of the business day following the day it is sent by overnight courier. Either Party may change such address at any time upon reasonable written notice to the other Party.

16.3 Assignment. Neither Wholesaler nor Hotel may assign this Agreement, or any portion of it, to any third party unless the other Party expressly consents to such assignment in writing. Notwithstanding the foregoing, either Wholesaler or Hotel may assign its rights and/or obligations under this Agreement to an Affiliate of such Party without the other Party's prior consent. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and each of their permitted transferees, successors and assigns. For the purposes of this Agreement, a merger, consolidation, or other corporate reorganization by Hyatt, or a transfer or sale of a controlling interest in Hyatt's stock, or of all or substantially all of its assets shall not be deemed to be an assignment.

16.4 Severability. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms. The Parties intend that the provisions of this Agreement be enforced to the fullest extent permitted

by applicable law. Accordingly, the Parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

16.5 Entire Agreement; Modification; No Offer. The Parties hereto agree that this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications, including any individual hotel wholesale agreement or distribution agreement entered into between Wholesaler or a Wholesaler Affiliate and Hotel. This Agreement shall not be modified except by a written agreement dated subsequent hereto signed on behalf of Hotel and Wholesaler by its duly authorized representatives. Neither this Agreement nor any written or oral statements related hereto constitute an offer, and this Agreement shall not be legally binding until executed by Hotel and Wholesaler.

16.6 Binding Effect. Subject to the limitations set forth herein, this Agreement will inure to the benefit of and be binding upon the Parties, their successors, administrators, heirs, and permitted assigns.

16.7 Survival after Termination. The obligations of the Parties under this Agreement that by their nature would continue beyond expiration, termination or cancellation of this Agreement shall survive any such expiration, termination or cancellation. In addition, all liabilities and obligations that have accrued prior to termination or expiration shall also survive, and each Party shall retain any and all rights that it may have under applicable law.

16.8 Waiver. No term or condition of this Agreement shall be deemed waived, and no breach shall be deemed excused, unless such waiver or excuse is in writing and is executed by the Party against whom such waiver or excuse is claimed.

16.9 Construction. Section headings are for convenience only and shall not be considered in construing this Agreement. This Agreement has been fully reviewed and negotiated by the Parties with assistance of their respective counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which Party (or its counsel) drafted the provision or language being interpreted.

16.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument. A document signed and transmitted electronically is to be treated as an original and shall have the same binding effect as an original signature on an original document.

16.11 Supplier Code of Conduct. By executing this Agreement, Wholesaler acknowledges that it shall abide by Hyatt's Supplier Code of Conduct available at: Hyatt.com/SupplierCodeOfConduct.

**EXHIBIT D
NEGATIVE KEYWORDS**

All the terms in any column in the charts in this Exhibit are Negative Keywords. None of the Negative Keywords shall be case sensitive.

The Match Type required for all Negative Keywords in English is Negative Broad. The Match Type required for all Negative Keywords in all other languages is Negative Phrase.

English	Chinese Traditional	Chinese Simplified	Chinese Pinyin	Japanese
Hyatt	凱悅	凯悦	Kai Yue	ハイアット
World of Hyatt	凱悅天地	凯悦天地	Kai Yue Tian Di	
Park Hyatt	柏悅	柏悦	Bai Yue	パークハイアット
Grand Hyatt	君悅	君悦	Jun Yue	グランドハイアット
Hyatt Regency	凱悅	凯悦	Kai Yue	ハイアットリージェンシー
Hyatt Centric	凱悅尚萃	凯悦尚萃	Kai Yue Shang Ciu	ハイアットセントリック
Hyatt Vacation Club				
Caption by Hyatt	凱悅嘉匯	凯悦嘉荟	Kai Yue Jia Hui	キャプション BY HYATT
Hyatt Place	嘉軒	嘉轩	Jia Xuan	ハイアット プレイス
Hyatt House	嘉寓	嘉寓	Jia Yu	ハイアット ハウス
Hyatt Studios				
Me and All Hotels				
Linder Hotels				
UrCove				
Miraval				
Alila	阿麗拉	阿丽拉		
Andaz	安達仕	安达仕	An Da Shi	アンダーズ
Thompson	桐森	桐森	Tong Sen	
Dream				
The Standard				
The StandardX				
Bunkhouse Hotels				
The Unbound Collection by Hyatt	凱悅臻選	凯悦臻选	Kai Yue Zhen Xuan	アンバウンド コレクション
Destination by Hyatt		凱悅悠選	Kai Yue You Xuan	デスティネーション BY HYATT
JDV by Hyatt		凱悅尚選	Kai Yue Shang Xuan	
Impression by Secrets				
Hyatt Ziva	凱悅樂家	凯悦乐家	Kai Yue Le Jia	
Hyatt Zilara	凱悅奇樂	凯悦奇乐	Kai Yue Qi Le	
Zoetry				
Secrets				
Breathless				
Dreams				
Hyatt Vivid				
Alua				
Sunscape				
Mr & Mrs Smith				
Hyatt on the Bund	茂悅	茂悦	Mao Yue	ハイアット オン ザ バンド
The Chatwal				
The Time				
Unscripted				
Tommie				
Gold Passport	金護照	金护照	Jin Hu Zhao	ゴールドパスポート
Joy of Life Club				
Regency Club	嘉賓軒	嘉宾轩	Jia Bin Xuan	リージェンシークラブ/グランド クラブ
Grand Club	君悅軒	君悦轩	Jun Yue Xuan	
JDV				
Joie de Vivre				
Hyatt Residence Club				
Life in Balance				
Prive				
Destination				
Centric				

Two Roads Hotels				
Two Roads Hospitality				
Hyatt Hotels and Resorts		凯悦酒店 及渡假村	Kai Yue Jiu Dian Ji Du Jia Cun	
Unbound Collection	臻選	臻选	Zhen Xuan	
Zilara	奇樂	奇乐	Qi Le	ハイアット ジララー
Ziva	樂家	乐家	Le Jia	ハイアット ジーヴァ

English	Korean	Russian	Arabic	Serbian	Ukrainian
World of Hyatt	하얏트 월드				
Park Hyatt	파크 하얏트	ПАРК ХАЯТТ	بارك حياة	Парк Хиатт	
Grand Hyatt	그랜드 하얏	ГРАНД ХАЯТТ	جراند حياة	Гранд Хиатт	
Hyatt Regency	하얏트 리젠시	Хаятт Ридженси	حياة ريجنسي	Хиатт Регенци	
Hyatt	하얏트	ХАЯТТ	حياة	Хajat	
Hyatt Place	하얏트 플레이스	хаятт плейс	حياة بليس	Хиатт Плаце	
Hyatt House	하얏트 하우스	Хаятт Хаус	حياة هاوس	Хиатт Хоусе	
Andaz	앤다즈	АНДАЗ	انداز ا	Андаз	
Hyatt Zilara	하얏트 질라라		حياة زيلارا		
Hyatt Ziva	하얏트 지바		حياة زيفا		
Hyatt Residence Club	하얏트 레지던스 클럽				
Centric	센트릭		مركزي		
Unbound Collection	언바운드		مجموعة غير منضم		
Driskill	드리스킬		زيفا		
Hôtel du Louvre	루브르 호텔				
Gold Passport	골드 패스포트	золото паспорт	سبنتريك	Голд пасош	Золото паспорт
Regency/Grand Club	리젠시/그랜드 클럽				
Aviara	아비아라		دريسكيل		

The name of Hotel or any Hyatt Hotel on Hyatt.com (e.g., The Driskill, Hotel du Louvre, The Tribune, etc.).

Misspellings

Original Term	English Variation(s)	Arabic Variation(s)	Chinese Simplified Variation(s)	Chinese Traditional Variation(s)	French Variation(s)	German Variation(s)
Andaz	Andazz Andez		安达士	安達仕	Andase Endase Andaze	Andas
Aviara	Avaira Avias					
Hyatt Centric	hyattcentric					
Driskill	Diskill Driskills					
Grand Hyatt	grandhyatt	جرند حياة قراند حياة كراند حياة غراند حياة	军悦 君越	軍悅		gran Hyatt
Hyatt	Hayat Hyatts Hiatt Hyat Hyatte hiate Hytta Haytt	حيا حيات حياه	凱越	凱越	late Yate Hayat Yatt Hiatt	hayat hayatt hyat hyett hiatt
Hyatt House	Hyatthouse	حياه اببيت	佳寓 家寓			
Hyatt Place	hyattplace	حياه بلس	家軒 佳軒			
Hyatt Regency	hyattregency	حياه رجنسى			Hyatt Regancy Hyatt Regencie Hyatt Rejencie Hyatt Rejancy	hyatt regence hyatt regancy
Park Hyatt	parkhyatt	برك حياة	栢悦 栢越			par hyatt

Misspellings

Original Term	Japanese Variation(s)	Korean Variation(s)	Russian Variation(s)	Spanish Variation(s)
Andaz	アンダズ アンダアズ		Андазз	Andas
Grand Hyatt	グランハイヤット グラントハヤット グランハヤット グラントハイヤット			gran Hyatt
Hyatt	ハイヤット ハヤット	하야트 하야트 하이얏트 하이얏트 하얏트	Хайат Хаяты Хиатт Хаят Хайатт Хитта Хайтт	hyate huatt hiyatt hayyt Hayatt
Hyatt Regency	ハイヤットリージェン ハイヤットリーゲンシー ハイヤットリーゼンシー ハヤットリージェン ハヤットリーゲンシー ハヤットリーゼンシー	리전시		
Park Hyatt	パークハイヤット バークハイヤット パークハイヤット パークハヤット			parque Hyatt

Domain Names

Domain Name
Hyatt.com
WorldofHyatt.com
HyattInclusiveCollection.com
StandardHotels.com

STATIC NET RATE AND INVENTORY AGREEMENT

This Static Net Rate and Inventory Agreement (the “**Rate and Inventory Sheet**”), effective as of the date that it is fully executed (the “**Rate and Inventory Sheet Effective Date**”), is made and entered into by and between **NUBA Mexico** located in Mexico (“**Wholesaler**”), and the Hotel identified below, and is hereby incorporated into and made part of that certain Corporate Distribution Agreement dated January 1st 2026, by and between Wholesaler and Hotel (the “**Corporate Distribution Agreement**”). Unless specifically defined otherwise herein, all capitalized terms used in this Static Net Rate and Inventory Sheet will have the meanings set forth herein or in the Corporate Distribution Agreement. Wholesaler and Hotel (for purposes of this Static Net Rate and Information Sheet, each, a “**Party**” and together herein, the “**Parties**”) agree as follows:

Hotel Information:

Hotel contracting entity:	Hotel San Cristobal trading as Hotel San Cristobal
Property name:	Hotel San Cristobal
Property address:	Playa Punta Lobos, Carretera Federal Todos Santos BCS CP 23300
Information for hotel room reservations	
Phone number: 1-855-227-1535	
Email address: frontdesk@bunkhousegroup.com	
Hotel’s Agent for Service of Process (hotels located in Hong Kong, Macau or Taiwan only):	

1. Static Packaged Room Rates. The Static Packaged Room Rates are: (i) per room; (ii) per night; (iii) based on single/double occupancy; (iv) solely applicable to the Rate Period (as indicated in the tables below); (v) solely applicable to stays of two or more consecutive nights; (vi) available for use solely on a packaged basis; and (vii) subject to the terms of the Corporate Distribution Agreement, including the terms and conditions set forth in this Rate and Inventory Sheet.

Static Packaged Room Rates are:

- exclusive of all taxes and 15% service fe**

Wholesaler covenants that it shall use the following Static Packaged Room Rates solely for the sale of Hotel Rooms as components of Travel Packages to prospective Wholesaler Guests through the Wholesaler Platform for further onward distribution. A breach of this covenant by Wholesaler constitutes a material breach of the Agreement that shall, among other things, provide Hotel with the right to immediately terminate the Agreement and seek indemnification as provided in Section 9 of Exhibit C to the Corporate Distribution Agreement.

<i>Hotel Room</i>	<i>Rate Period</i>	
	January 1 st , 2026 – December 31 st , 2026	
		Dynamic Packaged Room Rate
King Bed		20% off BAR
Single Occupancy		
Double Occupancy		
Queen Bed		20% off BAR
Single Occupancy		
Double Occupancy		

* These Rate Periods do not include the following black-out dates:

- January 1st, 2026
- November 25th – 27th, 2026
- December 23rd – 26th, 2026
- December 31st, 2026

Black-out dates are subject to change at Hotel’s sole discretion. Hotel shall provide Wholesaler with at least 14 days’ prior notice in the event of any change to the black-out dates.

EXTRA PERSONS

The maximum guest room occupancy is 4 persons.

For additional persons in the guest room, the following "Extra Person Rate" shall apply. The Extra Person Rate is per person, per night, and exclusive of applicable taxes.

2. **Booking Procedures.** The above Static Packaged Room Rates are available to Wholesaler on a free sell basis. Wholesaler may book available Hotel Rooms until twenty one (21) days prior to the scheduled arrival date or until otherwise notified by Hotel. Reservations shall be reported to Hotel daily. Wholesaler shall set the Booking Price for Hotel Rooms.

3. **Payment for Consumed Rooms.** Payment to Hotel for consumed Hotel Rooms shall be made as follows (check one):

Pre-payment

Invoice

Wholesaler Credit Card

4. **General Terms**

6.2 Written Confirmations. For the reservations made by phone, fax or email, a Written Confirmation must be sent immediately to Hotel.

6.3 Payment of Mandatory Hotel Charges. Paid by Wholesaler Guest at check out.

6.4 Pre-Payment Terms (if applicable). For reservations that require pre-payment, Hotel must receive from Wholesaler the Written Confirmation and full prepayment of the Static Packaged Room Rate for the reserved room(s) plus applicable taxes at least 14 days prior to the Wholesaler Guest's arrival.

NUBA LLC

By: Yolanda Romay
Name: _____
Title: _____
Date: _____

Hotel San Cristobal trading as Hotel San Cristobal

By: Margaret Ladisic
Name: _____
Title: _____
Date: _____

