

NET RATES AGREEMENT

Todos Santos, BCS, El Pescadero, Mexico, May 25th, 2026

Entered into between Project Dream Staff S.A. de C.V., herein by Jorge Anaya in its capacity as legal representative (hereinafter, “Paradero”), and Nuba Expediciones de Mexico, represented by Yolanda Romay, in its capacity as legal representative (hereinafter, the “Tour Operator” and jointly with Paradero, the “Parties”).

1. REPRESENTATIONS

Project Dream Staff represents that:

- a) It is a company duly incorporated under the laws of the United Mexican States, with full legal capacity to enter into this Agreement.
- b) Its legal representative has sufficient and valid authority to bind it under the terms of this Agreement, and such authority has not been revoked or modified.
- c) Its address for purposes of this Agreement is: Campos Eliseos 188, Piso7, IV Section Polanco, Miguel Hidalgo, 11550.
- d) Its official email address for notice is: reservations@paraderohotels.com

Nuba Expediciones de Mexico represents that:

- a) It is a legally incorporated entity under the laws of the United Mexican States and has legal capacity to enter into this Agreement.
- b) Its legal representative has sufficient and valid authority to bind it under this Agreement.
- c) Its address for purposes of this Agreement is: Goldsmith 60 Piso 2, Polanco III Seccion, CP. 11540, Miguel Hidalgo, Ciudad de Mexico.
- d) That its corporate purpose and business activity allow it to commercialize accommodation services and act as a tourism intermediary in accordance with applicable law.

Paradero Todos Santos Hotel | Carretera Transpeninsular Todos Santos-Los Cabos, KM 59+3100,

El Pescadero, 23300, BCS, México.

Initials: _____

The following rates and periods authorized by Paradero Todos Santos for the Tour Operator are net, confidential, and exclusive rates for the Tour Operator's sole use in connection with its marketing efforts and programs in Baja California Sur, valid between January 1, 2026, and December 20, 2027.

2. ABOUT PARADERO TODOS SANTOS

Paradero is an adults-only sanctuary designed for those seeking privacy, restoration, and depth. Immersed in the desert landscape of Todos Santos, the hotel invites people to slow down and reconnect through immersive experiences, purposeful architecture and meaningful culture exchange.

Learn more about the hotel: [Paradero Todos Santos](#)

3. ACCOMODATIONS

Paradero Suites: 42

Built From The Desert. Every suite is shaped by the landscape it sits in.

Paradero Villas: 24

Opening in Q4 2026. Stay in one of our breathtaking family inclusive Villas.

Paradero Homes: Future Living

A limited collection of twenty-six branded homes within the first gated community in Todos Santos – Pescadero.

Casa Neem: A 5,444 sqft home with 4 bedrooms, 4.5 bathrooms, private pool, among other amenities.

Learn more about the homes: [Paradero Todos Santos | Homes](#)

4. RATES PLANS

Rate Plans: Simply Paradero and Paradero Unbound

Simply Paradero: Your introduction to Paradero.

The same suites. The same landscape. The same daily guided experiences: surfing, hiking, yoga, cooking classes, farm sessions, art walks through Todos Santos.

Simply Paradero gives you the full property and full programming with the freedom to shape everything else around it.

Book a spa treatment when you want one, reserve a table when you're ready. Let each day take its own form.

Paradero Unbound: The most complete expression of Paradero, everything is included.

All meals and beverages at Tenoch and across the property. A daily massage per person. Airport transfers. And a dedicated calendar of signature practices reserved for Unbound guests: contrast therapy, sound healing, tea ceremony, grounding, and more.

These sit alongside the full daily programming that comes with every Paradero Stay.

There is nothing to arrange and nothing to add. Unbound is Paradero without a single decision left between you and the place.

**Experiences are subject to availability according to the experiences calendar. Experiences may change upon seasonality. Not all the experiences are available year-round. **

5. ROOM RATES

The Net Rates extended correspond to our Standard Daily Rate (BAR/ FLEX RATE) and our Non-Refundable Rate with (20% margin), applicable to Simply Paradero and Paradero Unbound Rate Plans.

The Net Rates are per room, per night, in single or double occupancy, quoted in USD.

All rates shown are subject to value added tax (currently 16%), lodging tax (currently 4%), 12% service and foundation fee.

Paradero Todos Santos reserves the right to offer Net Rates on specific dates without previous notice; rates remain subject to availability upon request or through direct contact.

Paradero Todos Santos reserves the right to offer Net Rates combinable with specific offers without previous notice; offers remain subject to availability throughout the year.

6. RATE PARITY

The Tour Operator will make its best efforts with respect to room-only reservations, whether made by the same agency or its agents, and will offer rates at least equal to the “Best Available Rate” (BAR) and will not make sales or offers that do not meet such standard.

The Tour Operator will not offer, or allow others to offer, room-only rates directly to the consumer via the internet, nor will it allow any associate, agent, or retailer to disclose room-only rates to any other internet site.

The Tour Operator will not promote that it has “The best or lowest prices available” or make any similar promotion using Paradero’s inventory.

7. CATAMARAN

Discover Paradero Sea of Cortez, an extraordinary way to experience the Baja coastline aboard our custom built 46-foot sailing catamaran. Designed for exclusive journeys across the Sea of Cortez, this experience blends luxury, soft adventure, and refined, and refined dining as you island-hop along pristine beaches. The vessel can host up to 8 guests, with daily sails or overnight journey available, and includes cuisine by a private chef, curated experiences, and more.

Learn more about the Catamaran: [Paradero Sea of Cortez](#)

Full Day Sailing Experience

10:00am- 6:00pm

Up to 8 guests

Day & Sunset Journeys: shared day trips and six hour sunset sailings.

Overnight Catamaran Experience

10:00am-12:00pm (next day)

1 or more nights

Up to 8 guests

8. CATAMARAN RATES

The Net Rates extended correspond to our Standard Catamaran Rates with (20% margin).

The Net Rates are per trip (day trip or overnight).

All rates shown are subject to value added tax (currently 16%) and service charge (15%).

Paradero Todos Santos reserves the right to offer Net Rates on specific dates without previous notice; rates remain subject to availability upon request or through direct contact.

9. CATAMARAN RESERVATIONS

Reservation must be requested exclusively through the authorized channels listed below and will be subject to availability at the time of confirmation by Paradero. A reservation should not be considered confirmed until a written confirmation number has been issued by Paradero Todos Santos.

To confirm the reservation, a 50% deposit is required at the time of booking, with the remaining 50% balance due prior to arrival.

- Through e-mail (response time 24 hrs. after receiving the request, on business days)
- reservations@paraderohotels.com and
- Johanna Candiani – Catamaran Sales and Marketing sales.associate2@paraderohotels.com
- Booking engine in our website

Paradero Todos Santos Hotel | Carretera Transpeninsular Todos Santos-Los Cabos, KM 59+3100,

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Paradero reserves the right to reject any reservation that does not comply with the agreed terms, payment policies, or rate conditions established herein. Modifications to confirmed reservations must be requested in writing and will be subject to availability and applicable rate adjustments.

10. BLACK-OUT DATES

From December 20th, 2026, to January 6th, 2027, public rates will apply, not net rates, otherwise previously advised.

Notwithstanding the foregoing, Paradero Todos Santos reserves the right to designate additional blackout dates at any time during the term of this Agreement due to high demand periods, special events, private buyouts, holidays, force majeure events, or occupancy restrictions. Such blackout dates may limit or suspend the availability of Net Rates and preferential conditions granted under this Agreement. Paradero Todos Santos will use commercially reasonable efforts to notify the Tour Operator in advance whenever possible. Reservations confirmed prior to the notification of additional blackout dates shall be honored under the originally confirmed conditions. Blackout dates shall not constitute breach of contract nor generate any liability for Paradero.

11. PAYMENT METHOD

The agency must pre-pay the total stay before guests arrival according to season, by credit card, virtual card, wire transfer or advance deposits; all pre-payments must be made to the bank accounts provided by the Paradero Todos Santos and a copy must be sent via email to reservations@paraderohotels.com, otherwise, the reservation will be cancelled.

BANK ACCOUNT USD

NAME: Project Dream Staff SA de CV

TAX ID: PDS200325N70

RFC: PDS200325N70

BANK ADDRESS: Av. Paseo de la Reforma #510, col. Juárez, Del. Cuauhtémoc, Ciudad de México, CP.06000.

BANK: BBVA Bancomer SA

ACCOUNT: 012180001153983046

SWIFT CODE: BCMRMXMMPYM

CURRENCY: American Dollars USD

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12. CANCELLATION POLICIES

For BAR/Flex Rates:

- **Festive and High:** Cancel until 28 days prior to arrival to avoid penalty, 1 night deposit required, 100% penalty if No-Show.
- **Mid:** Cancel until 14 days prior to arrival to avoid penalty, 1 night deposit required, 100% penalty if No-Show.
- **Low:** Cancel until 7 days prior to arrival, no deposit required, 100% penalty if No-Show.

For Non-Refundable Rates:

- **Festive & High:** Non-cancellable and non-refundable at time of booking, 100% deposit required, 100% penalty if No Show
- **Shoulder:** Non-cancellable and non-refundable at time of booking, 100% deposit required, 100% penalty if No-Show
- **Low:** Non-cancellable and non-refundable at time of booking, 50% deposit required, 100% penalty if No-Show

Seasonality

- **Festive:** December 20th, 2026, to January 6th, 2027
- **High:** February 1st to April 12th, 2026
- **Mid:** January 7th - 31st, April 13th - May 31st, October 1st – December 19th, 2026
- **Low:** June 1st to September 30th, 2026

13. EARLY DEPARTURES

In case of early departure, the full remaining balance originally confirmed will be charged as a 100% penalty.

14. NO-SHOWS

In case of no-shows, it will be charged according to the early departure policy with a 100% penalty charge for the stay of the individual or group reservation, if applicable.

15. GROUP BLOCKS

Net rates are applicable for individual reservations, series, and circuits, not groups. Groups will be considered 8 rooms or more per night; these rates will be quoted separately.

For Non-Refundable Rates: Reservations can't be cancelled or changed. A 100% stay plus applicable taxes and services penalty charge will be applied in case of cancellation, no show, or travel dates of modification.

16. RESERVATIONS

Reservations must be requested exclusively through the authorized channels listed below and will be subject to availability at the time of confirmation by Paradero. A reservation should not be considered confirmed until a written confirmation number has been issued by Paradero Todos Santos.

- Through e-mail (response time 24 hrs. after receiving the request, on business days)
- Reservations department: reservations@paraderohotels.com
- Tel MX +52 55 70055094 USA +1 720 706 7280 WA +52 612 204 6957
- Karen Díaz Muñoz- Leisure Sales Manager -email: leisure.sales@paraderohotels.com
- GDS (requires additional information to connect with our system)
- Booking engine in our website with your agency's promo code

Paradero reserves the right to reject any reservation that does not comply with the agreed terms, payment policies, or rate conditions established herein. Modifications to confirmed reservations must be requested in writing and will be subject to availability and applicable rate adjustments.

17. CHECK-IN Y CHECK-OUT TIME

Check-in time is 15:00hrs / Check-out time is 12:00hrs

Early check-in, late check-out will be subject to availability upon arrival. In case of late departure without prior authorization, Paradero Todos Santos reserves the right to charge and additional night at the applicable public rate.

18. COMMERCIAL TERMS

The room rates are applicable to the reservations of Nuba Expediciones de Mexico, exclusively. Room rates are applicable only when the Tour operator makes reservations directly with the Hotel. If the final consumer is booking and paying on own, public rates will apply. The reservations made directly with the hotel by clients may not be transferable or commissionable to the Tour Operator.

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The Hotel will not assume any responsibility for not guaranteeing or offering services to the Tour Operator or our mutual clients in case of acts of God such as strikes, rallies, wars or natural catastrophes.

19. TERMS AND TERMINATIONS

The Tour Operator must include Paradero Hotel in its property catalog as a Luxury Boutique Hotel (exclusive for people over 18 years old). In addition, it may include images of Paradero when appropriate. Paradero will provide such high-definition images, approved descriptive text and Paradero logos so that the agency can advertise and sell the accommodation as part of package promotion offer or campaign. The Tour Operator must ensure that the information included in any printed or digital publication is correct and current, having been approved by Paradero Todos Santos before its publication, otherwise the agency will indemnify Paradero Todos Santos with respect to claims arising therefrom.

The Tour Operator will provide Paradero Todos Santos with a copy of the digital or printed publication as soon as it is available or has been published. Paradero Todos Santos is the sole, original and perpetual owner of the patrimonial and moral rights over the elements, images and documents shared with the Tour Operator, in accordance with the Mexican Intellectual Property Laws.

20. TRADEMARK LICENSE

Paradero Todos Santos grants the Tour Operator a limited, non-exclusive, non-transferable and non-sublicensable license to use Paradero's trademark, logo, trade name and image solely for promotional purposes related to this Agreement and during its term. The Tour Operator may not modify, alter or register such elements nor use them for purposes other than those expressly authorized.

21. CONFIDENTIAL INFORMATION

The Tour Operator and Paradero Todos Santos agree that all data and information related to the rates and sales of information related to this contract will be strictly confidential.

Confidential information means all information provided to The Tour Operator or its representatives, including, but not limited to, any business information, economic information, commercial information, and financial information that is confidential and/ or proprietary in nature, whether oral, visual, electronic, technical data or know-how, together with all notes, memoranda, summaries, analyses, compilations and other writings relating thereto that are prepared and/ or delivered by or on behalf of the disclosing party, including without limitation its attorneys, accountants, consultants, agents, subsidiaries, potential financial sources, potential co-investors or other representatives to the Tour Operator.

Tour Operator agrees not use any Confidential Information for any purpose other than for the purpose described herein and agrees not to disclose any Confidential Information to third parties without Paradero prior consent, this confidentiality has a duration of 10 years from the signing of this agreement.

22. NO EMPLOYMENT OR AGENCY RELATIONSHIP

Nothing contained in this Agreement shall be construed as creating any employment, partnership, joint venture, agency or fiduciary relationship between the parties. Each Party shall be solely responsible for its own employees, personnel, tax, and labor obligations.

23. PERSONAL DATA PROTECTION

For purposes of this Agreement, the Parties acknowledge that personal data of guests may be shared strictly for the management of reservations, check-in and check-out processes, payment processing, guest services, and compliance with applicable legal obligations.

The Tour Operator shall act as the data controller of the personal data it collects from guests, and Paradero Todos Santos shall act as an independent data controller with respect to the personal data necessary to provide accommodation services.

Any transfer of personal data between the Parties shall be limited to the data strictly necessary to fulfill the purposes of this Agreement and shall be carried out in accordance with the Federal Law on protection of Personal Data Held by Private Parties and other applicable regulations.

The Tour Operator states that it has obtained the required consent from the data subjects to transfer their personal data to Paradero for the purposes described herein.

The Parties agree to implement reasonable administrative, technical and physical security measures to protect personal data against damage, loss, alteration, destruction or unauthorized use, access or processing.

24. INDEMNIFICATION

The Tour Operator agrees to indemnify, defend and hold harmless Paradero Todos Santos, its affiliates, directors, officers, employees and representatives from and against any claim, complaint, action, liability, loss, damage, penalty, fine or expense (including reasonable attorney's fees) arising out of or related to:

- A) Any breach of this Agreement
- B) Any negligent act or omission in the handling of reservations
- C) Inaccurate, misleading or unauthorized advertising, promotional materials or public statements regarding Paradero's services, rates or conditions.

D) Failure to properly inform guests of applicable policies, restrictions, taxes or fees

E) Claims brought by guests, consumers or authorities resulting from The Tour Operator's acts or omissions.

The Tour Operator shall assume full responsibility for any reservation incorrectly made due to its negligence, including rate differences, relocation costs, refunds, chargebacks, or compensation required to resolve guest claims.

25. SEVERALITY

If any provision of this Agreement is declared null, invalid or unenforceable by a competent authority, such provision shall be deemed severed from the Agreement and shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

26. NOTICES

Any notice or communication required under this Agreement shall be made in writing and delivered to the email account indicated: reservations@paradero-hotels.com

Notices sent by email shall be deemed received on the business day following their transmission, unless a delivery failure notice is received.

Either Party shall notify the other in writing of any change of address or contact information; otherwise, notices sent to the last notified address shall be deemed valid.

27. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the United Mexican States.

For the interpretation and enforcement of this Agreement, the Parties expressly submit to the jurisdiction of the competent courts of Mexico City.

The parties expressly waive any other jurisdiction or venue that may correspond to them by reason of their present or future domicile or for any other cause.

28. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes any prior oral or written agreements related to its subject matter.

29. ACCEPTANCE

If the above details meet your approval, please sign a copy of this contract with a signature on each of its pages and mark with and official seal of the company, upon completion return the document for reference once the agreement is received means that the company has read and accepts the terms and conditions as well as the rates applicable to the exercise and validity of this contract. The contract will not be valid without the signature of a representative authorized by the company or failing that, without a valid stamp of the company's business.

We appreciate the trust and continued support to Paradero Todos Santos. We look forward to a successful year of cooperation and mutual support and profitability.

HOTEL
Jorge Anaya
Director of Finance

PARTNER
Yolanda Romay
Legal Representative

Paradero Todos Santos
(Project Dream Staff)

Nuba Expediciones de Mexico

Date: _____

Date: _____