

## **Net rate agreement Nobis Collection AB**

This agreement is entered on 01/07/2024 and shall continue unless or until terminated.

Between:

Nobis Collection AB, registered in Sweden with registered number 556747-8291 and whose registered office is at Box 1616, SE 111 86 Stockholm, Sweden and individual properties as per appendix 1 ("HOTEL"); and

NUBA EXPEDICIONES S.L. including NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V., Nuba USA, Inc. registered in SPAIN with registered number B83850859 and whose registered office is at, address: 96, Serrano, Madrid, 28006, Spain ("PARTNER").

Hereinafter the "Parties".

### **Duties of the HOTEL**

1. The HOTEL agrees to offer the PARTNER pre-defined non-commissionable room rates ("PARTNER Rates") for individual guests between 1-9 rooms and undertakes to deliver hotel services to the PARTNER's customers as per appendix 1.
2. It is agreed and understood that NUBA will receive the following conditions:
3. - Free room upgrade subject to availability, upon arrival
4. - Complimentary daily breakfast served in the hotel's restaurant.
5. - Early Check-in / Late Check-out, based on availability on the day of arrival /departure. Subject to availability on the day of arrival.
6. - VIP meet & greet by hotel's leadership member when possible and special welcome amenities in the room upon arrival.

### **Duties of the PARTNER – Payment Terms**

1. The PARTNER shall issue vouchers to its customers setting out at least the guest's name, arrival date and departure date, meal plan (if applicable), the reservation number, (if applicable); these vouchers shall entitle the guest to stay at the HOTEL at PARTNER Rates. The PARTNER shall upon the HOTEL's invoice pre-pay the HOTEL for confirmed reservations in full no less than 15 days prior to the arrival of the customer.
2. The PARTNER shall ensure that third parties co-operating with the PARTNER to sell the HOTEL's rooms and services provide sufficient credit facilities to cover the PARTNER Rates. The PARTNER is fully liable for *Vouchers issued*.
3. In the event that the guest books additional nights' accommodation at the HOTEL directly with the HOTEL then such reservations shall be totally separated from the contract between the individual guest and the PARTNER and shall constitute a new contract between the HOTEL and the guest. The PARTNER shall not be entitled to any fees or other compensation in respect of such additional accommodation booked by guests.
4. Payment for any items or charges generated by the guest that are not covered by the initial reservation shall be paid by the guest directly to the HOTEL.
5. The stated net rates should be marked up by yourselves, provided always that the confidentiality of the rates quoted herein is preserved and not disclosed otherwise than as part of an approved leisure package. The published rate cannot be under any circumstances lower than the rates quoted in this contract. Under no circumstances should the rates and allotment quoted herein be used to promote, market and conclude sales online via consumer websites without our written prior consent. We reserve the right to approve of such distribution and the standard trademark protection agreement applies to such sales. Breach of this clause will be treated as material breach of contract and is on the duty of the PARTNER to rectify without delay or release allotment and inventory for the remainder of the contract.

In the event that Seller determines that any third party distribution site through which Buyer markets rooms is engaging in conduct which would violate the terms of this Agreement or the Participation Agreement, Seller shall identify such cases to Buyer and the Buyer agrees to discuss the matter and use commercially reasonable efforts to resolve the matter to Seller's satisfaction.

### **Cancellation Policy**

1. Cancellation Policy stated in 'Appendix 1 Rate and Hotel information' per offered property.

### **Intellectual Property**

1. The PARTNER agrees to not use, without prior written approval of the HOTEL, the HOTEL's materials, trademarks, brand names, logos and signs, nor any other information, data, databases, software, design, name or any other material provided/developed and owned by the HOTEL. Any breach of this clause shall entitle the HOTEL to terminate this Agreement immediately.

### **Confidentiality**

1. Each Party of this Agreement agrees to keep confidential all information provided by one Party to the other in relation to this Agreement.

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### Assignment

1. Neither Party of this Agreement may assign this Agreement without the prior written agreement of the other Party.

### Term and Termination

1. The Contract will be automatically extended for periods of one year, from the 1st of January of each year, except any of the Parties notifies in writing to the other Party its decision to not extend such term, at least fifteen (15) days before the initial or extended expiration date of the Contract. Either Party shall be entitled to terminate this Agreement immediately by written notice to the other if the other Party commits any material breach of any conditions of this Agreement.

### Applicable Law and Arbitration

1. This Agreement shall be governed by the substantive laws of Sweden.
2. Any dispute arising between the HOTEL and the PARTNER in connection with this Agreement shall in case of failure of an amicable settlement be brought to the competent courts. The place of jurisdiction is based on Stockholm, Sweden.

IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

**NUBA EXPEDICIONES S.L.**  
By: *Alessandra Girardi*  
Name: Alessandra Girardi  
Title: Nuba – Net Rates Director

**Nobis Collection AB**  
By: *Johan Friberg*  
Name: Johan Friberg  
Title: Head of Sales

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### Appendix 1 Rate and Hotel information

#### Hotel Information

**Hotel Name:** Nobis Hotel Copenhagen  
**Hotel Address:** Niels Brocks Gade 1  
**City:** Copenhagen  
**Telephone:** +45 787 41 400  
**Website:** www.nobishotel.dk  
**Zip code:** 1574  
**Country:** Denmark  
**Email Address:** reception@nobishotel.dk

#### Rate Information

**Tax Information:** All rates and charges are stated in DKK and includes 25% VAT. No other taxes or charges apply.  
**Children policy:** One child between 0-12 years old can stay at no charge in existing bedding. Cots are available on request.  
**Extra bed:** Not available. Contact [Reception@nobishotel.dk](mailto:Reception@nobishotel.dk) for assistance when applicable.  
**Breakfast:** Included

#### Rate Season

01/07/2024 – no end

#### Rate Plan

Room Category	Net Rates
Superior	-20% off Best Flexible Rate
Deluxe	-20% off Best Flexible Rate
Junior Suite	-20% off Best Flexible Rate
Penthouse Suite	-20% off Best Flexible Rate
Nobis Suite	-20% off Best Flexible Rate

#### Availability

Rates are available subject to availability; HOTEL will confirm based on reservation requests received.

#### Cancellation Policy

1. For cancellations received in writing by the HOTEL from the PARTNER no later than 3 days prior to arrival, no cancellation fee and/or charge(s) will be incurred upon the PARTNER.
2. For cancellations received in writing by the HOTEL from the PARTNER 3 or less days prior to arrival a cancellation fee equal to one (1) night accommodation at the contracted rate per cancelled room will be charged by the HOTEL to the PARTNER.