

PALAZZO TALIA

Largo del Nazareno 25
00187 Roma
info@palazzotalia.com
+39 06 692521
www.palazzotalia.com

CONFIDENTIAL CONTRACT –DYNAMIC RATES

COMPANY:

NUBA EXPEDICIONES, S.L.

NUBA EXPEDICIONES DE MÉXICO, S. DE R.L. DE C.V.

NUBA USA, INC.

Contract Validity from 17/12/2024 to 31/12/2025

COLLABORATION AGREEMENT

BETWEEN

Grand Hotel Nazareno Srl (operating name: Palazzo Talia)

Company address: Via Francesco Benaglia, 13 – 00153 Roma, Italy

Telephone: +39 06 5839361

Hotel address: Largo del Nazareno 25, 00187 Roma

Telephone: +39 06 692521

Email: info@palazzotalia.com

Category: 5 star

Vat Number: 12063301001

AND

NUBA EXPEDICIONES, S.L.

Tax No. B83850859. Calle Serrano 96, Madrid 28006, Spain

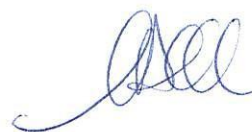
NUBA EXPEDICIONES DE MÉXICO, S. DE R.L. DE C.V.

R.F.C. NEM190208F75. Goldsmith 60, Polanco, Mexico City, 11590, Mexico

NUBA USA, INC.

10330 Lake Rd Suite F 25, Houston, TX 77070

TAX ID: 85-1475684



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AGREE AND ADHERE TO THE FOLLOWING

1. CONDITIONS

- 1.a The agreement between the two companies consists in the present document and the dynamic rates available on the internet. This contract will be considered valid only if duly signed in all of its parts.
- 1.b Both parties agree to maintain all existing contractual agreements strictly confidential.

2. BOOKING CONDITIONS

The **DYNAMIC** rates are commissionable by 15% on our online rates Net of VAT. City tax is excluded and will have to be paid by guests at the hotel at check-out: € 10,00 per day per person (not applicable for children up to 10 years old). The commission of 15% will be applied on published rates, deducted of 10% VAT.

2.b NUBA agrees that the conditions provided in the present agreement by Palazzo Talia are strictly confidential and to be used solely on B2B channels and never directly online. Should Palazzo Talia verify a similar occurrence the present contract may be immediately invalidated and will have no further obligations towards NUBA.

2.c The references for booking requests are the following:
Palazzo Talia, E-mail: reservations@palazzotalia.com

2.d Please note that the offered rates are valid for maximum 3 rooms. Reservations of more than 3 rooms will be considered as groups and other conditions may apply.

3. Palazzo Talia OBLIGATIONS

3.a Palazzo Talia complies in delivering rooms to the guests which are booked via standard procedure from 3 PM on arrival date. Check out is by 11 AM.

3.b Palazzo Talia will supply a selection of external and internal images of the property, descriptions, general services and all other related information necessary for the loading of the property onto systems, where applicable. The adherence to our images and descriptions is mandatory.



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3.c Palazzo Talia will have access to an extranet, should there not be a direct connection between the channel manager, where applicable.

4. RATES - SEASONS - INVOICES - PAYMENTS - CANCELLATION POLICY

4.a NUBA will pay the Hotel the Dynamic rates confirmed at the moment of reservation 3 days before the arrival if paid by credit card and 7 days before the arrival if by bank transfer (complete bank details follow so as to facilitate payments). Rates are in euros, inclusive of VAT, but commission of 15% will be applied on the amounts net of 10% VAT.

4.b Small pets are welcome (max 15kg) and each room can host a maximum of 1 animal per stay with an extra charge of € 150,00 per room booking, for deep cleaning.

4.c All extra expenses apart from accommodation must be settled upon departure.

Account Holder	Grand Hotel Nazareno Srl
Bank Name	BANCA INTESA SAN PAOLO
IBAN	IT91I0306905020100000011299
Swift	BCITITMMXXX

4.d In case of cancellations for confirmed bookings:

No penalty for cancellations notified from 3 days before arrival date (3 PM); 100% penalty charge of the entire stay for cancellations notified after 3 PM from 3 days before arrival date and for no-shows. Early departures are also subject to 100% charge. Early Booking and Non-refundable rates are both non-refundable from the time of booking. Cancellation terms variation may apply depending on the rate code booked on the systems.

5. OVERBOOKING

5.a Palazzo Talia will ensure to promptly fulfill reservations made by the contracting party.

5.b Should the Palazzo Talia not be able to accommodate a guest with a confirmed booking, an adequate alternative solution will be found of equal or superior quality, to the room originally booked by



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the client. NUBA will be advised immediately by the reservations department of such changes. If necessary, the Palazzo Talia will guarantee for all guests listed in the reservation a complimentary transfer from the hotel should guests not have their own means of transport.

6. PERSONAL DATA

6.a Palazzo Talia guarantees that all information relating to the guest which will be received directly - with the exception of information which can generally be proven to be accessible to the public - will be considered as strictly confidential and cannot in any way be used or disclosed, if not for the sole purpose of this agreement. Palazzo Talia also guarantees the utmost confidentiality and data protection contained in its archives, of processed data and documents and information received from the tour operator.

In particular, Palazzo Talia complies to maintain the maximum confidentiality with reference to every detail concerning the Company and/or end client, which has derived from the present contract, adopting all the necessary measures to guarantee an adequate protection of the information. As such the Palazzo Talia will:

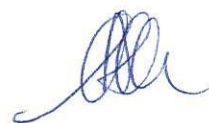
- a) not copy or reproduce, in any format, partially or in full, information received by the operator, if not for the intent, when necessary or appropriate for the fulfillment of the contract;
- b) not provide, communicate, make available or disclose in any way to third parties the content of the documents and information received by the operator.

This obligation will be applicable to NUBA even after the termination of the contract. Should the Operator disclose information, data or information which damages in any way the hotel and/or guests, the hotel will claim for compensation.

7. DISPUTES AND COURT OF JURISDICTION

7.a The Parties shall try in good faith to amicably resolve any divergences, claims or disputes arising between them in connection with the interpretation, execution, performance or termination of this Agreement. If, however the parties fail to reach a conciliatory agreement despite the reasonable attempts made to this end, they agree that all disputes will be the reverted to the Court of Rome.

8. TERMS & CONDITIONS



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8.a Whether the reservations are canceled for events of force majeure, to be deemed as unforeseeable or inevitable facts (e.g. natural disasters, earthquakes, floods, wars, epidemics, acts of terrorism, riots, etc.), the refunds of the advance payments or entire price you previously paid will be managed by the Hotel according to the current Italian legislation, favoring, where permitted, the choice of withholding advance payments of the customers and treating these amounts as debts towards them for future accommodations. In such respect, the refund of advance payments will be carried out by the Hotel with priority over any other possible solution exclusively in case of clear regulatory obligations for hotel companies in this regard.

The aforementioned principles will also be applied whether the reservations are canceled due to hotels closure as a result of force majeure.

9.RENEWAL

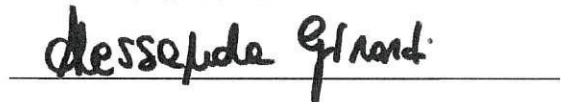
9.a This agreement will automatically expire at the end of the specified term. In order to continue the contractual relationship beyond the expiration date, the party wishing to renew must submit a written request for renewal at least one month prior to the expiration date. Failure to provide timely renewal notice may result in the automatic termination of this agreement.

All operators and/or travel agents who manage hotels bookings on behalf of the Hotel are required to comply with Italian legislation and these Terms and Conditions, with particular reference to the impossibility of carrying out the refunds of advance payments in case of cancellation of reservations due to force majeure events.

Date and location: Rome, 17/12/2024

HOTEL: Palazzo Talia

OPERATOR: NUBA



Pursuant to and for the purposes of art. 1341 and 1342 C.C., the Parties expressly approve all the following clauses contained in the present Contract: art.2); art.3); Article 4); art. 5); art.6); art. 7); art. 8); art. 9).