



PALAZZO OTTAVIANI SRL - PIAZZA OTTAVIANI 4R 50123 FLORENCE (ITALY)

15% COMPENSATION RATE AGREEMENT 2025

NUBA EXPEDICIONES S.L.
C/Serrano 96. 28006 Madrid (SPAIN)
To kind attention of Mrs Lorena Ángeles

A compensation rate of 15% (net of VAT) on the Best Available Rates and Offers for room only and/or room + breakfast service, as displayed on our official website www.lungarnocollection.com will be paid **to NUBA EXPEDICIONES S.L.**, following the same publicized booking & cancellation conditions.

The Operator, an established organization in the tourism sector, is entitled to a 15% compensation fee for its efforts in promoting and selling not exclusively PALAZZO OTTAVIANI apartments, including but not limited to:

- Packaging
- Marketing
- Distribution
- Reservations

The Agreement is valid until the 31st December 2025 and it's not retroactive. The compensation rate is applied for the following properties:

RESIDENCE PALAZZO OTTAVIANI – Piazza degli Ottaviani, 1 50123 Florence (CIN CODE T.B.A.)

This compensation rate covers any further monetary claims by the Operator; therefore, any expenses incurred for promotional or marketing activities, unless expressly agreed upon in writing, and practical management expenses shall be borne solely by the Operator

NUBA EXPEDICIONES S.L. agrees to receive the above fee from Residence Palazzo Ottaviani – PALAZZO OTTAVIANI SRL and will issue a corresponding invoice.

Residence Palazzo Ottaviani reserves the right to terminate this agreement if the Operator fails to fulfil its obligations and/or maintain a satisfactory payment history.

SPECIAL CONDITIONS:

Special conditions may apply in case of events, long stays, and multiple reservations. Please confirm with the Reservations Department, which may offer ad-hoc rates, terms, and conditions.

PAYMENT TERMS:

If the Operator is paying on behalf of the client, prepayment via bank transfer is required 10 days prior to the client's arrival. For non-refundable rates, prepayment is required at the time of booking. Alternatively, credit card payment is accepted one day prior to arrival. Failure to meet these payment terms will result in automatic reservation cancellation. The Reservations Department is not authorized to solicit payments.

RESERVATION REQUESTS:

Reservation requests **must be sent exclusively** to:

- reservations@palazzottaviani.com

All rate plans and offers may be sold to third parties and to the end client at the gross rate only - In the event of any breach of the above provisions and of harm or damages to brand, goodwill, prestige and image Residence Palazzo Ottaviani and/or PALAZZO OTTAVIANI SRL, PALAZZO OTTAVIANI SRL can immediately terminate this agreement in accordance with article 1456 of the Italian civil code by means of registered letter anticipated by mail, without prejudice to claim compensation for damages.

PRICE MATCHING:

The Operator will have access to the best rates offered by Residence Palazzo Ottaviani during the term of this agreement and will be entitled to the benefit of public rates (no fenced rates) extended to other travel intermediaries or direct consumers. If the operator finds a more favourable public rate has the right to claim for a price match by providing supporting documentation*to: reservations@palazzottaviani.com

LEGAL COMPANY NAME & ADDRESS:

PALAZZO OTTAVIANI SRL - Piazza Ottaviani 4r 50123 Florence (ITALY)
 Partita IVA/Tax ID: IT06707560485 – CIN: T.B.A.



PALAZZO OTTAVIANI SRL - PIAZZA OTTAVIANI 4R 50123 FLORENCE (ITALY)

*Supporting documentation must show a confirmed reservation (not a meta-search webpage) and clearly indicate the booking date.

The Price Match rule does not apply to:

- Non-public rates (e.g., negotiated corporate or group rates).
- Discount rates offered to specific categories of clients (e.g., seniors, government employees, members of award programs).
- Packaged rates (including room and other components like travel, car rental, entertainment, or non-breakfast meals).
- Negotiated rates for stays exceeding 30 nights.
- Rates from auction or flash sale websites.
- Rates from websites that do not disclose the hotel brand until the reservation is completed
- Pre-paid, non-cancellable, and/or non-refundable rates.
- Rates that are not authorized by the hotel and are not genuinely available.

Residence Palazzo Ottaviani shall have the sole right to determine the validity of any rate for the Price Match rules.

FLORENCE CITY TAX

Please be informed that in accordance with Florence Municipal Council resolution no. 33 of 20/06/2011 and subsequent modifications, we will be collecting, on behalf of the Municipality of Florence, an accommodation fee on **the city's tourist establishments of € 6,00 per person per night for each apartment** which is not included in the tariff (without prejudice to the accommodation fee limit and exemptions), which will be debited to hotel guests directly at the time of departure. Children up to 12 years old are exempt. In case of any changes or increases that may occur during the validity of this agreement Palazzo Ottaviani will inform the operator promptly by written notice

FORCE MAJEURE

Neither Party shall be deemed in breach of this Agreement if the failure or delay in performance is caused by any incident or event reasonably beyond the control of such Party to prevent or avoid including, but not limited to: (1) Civil turmoil such as war, military conflict, acts of terrorism, riots, insurrection, public demonstration or other civil disturbances of any kind; (2) Acts of God such as earthquake, fire, flood, force of nature, or any natural disaster; (3) health-related crises such as virus, illness, deadly disease, pandemic, epidemic or epidemic outbreak of contagious diseases; (4) an event which is caused or contributed to by any cause, condition or other reason which adversely affects International or domestic travel, including but not limited to travel into the city or country where the apartments are located, a Guest's country of origin or any other; (5) any law, proclamation, regulation, declaration, ordinance, order or a similar provision issued by any international, national, municipal or regional health or governmental authority, international, national emergency (whether in fact or law), or other act, order or action of an applicable government, court, agency or regulatory authority including the issuing of recommendations or restrictions of movement of people to avoid travel to the country where the apartments are located, to a particular area of the country where the apartments are located; (6) any government or public health authority imposes restrictive measures on the movement or concentration of people or otherwise restrict the normal operation of activity of the state, region or municipality where the apartments are located; (7) any national labour strike or nationally organised labour unrest disrupting the orderly management of the apartments; provided that such affected Party gives the other Party written notice of the Force Majeure Event. If the Parties could not agree as to whether or not an event should be construed as a Force Majeure Event, Lungarno Collection on behalf of Palazzo Ottaviani will have the ultimate discretion in determination of the said event.

MARKETING

Under no circumstances any Residence Palazzo Ottaviani apartment can be associated to words such "cheap", "discount", "inexpensive", "low-cost", "budget" or similar.

In case of distribution by means of the world wide web (www) the words "Palazzo Ottaviani" or any word associated to the name of the Palazzo cannot be index-linked and sold on search engines such as the following:

• ohotels.com	• onhotels.com	• clever-hotels.com
• otel.com	• destinia.com	• hotelius.com
• vivastay.com	• prestigia.com	• roomsxxl.com
• 7ideas.com	• stayforlong.com	• trip.com
• lol travel.com	• zenhotels.com	• cancelon.com
• travencia.com	• bedfinder.com	• galahotels.com
• hotelsclick.com	• roomdi.com	• super.com
• algotels.com	• guestreservations.com	•

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If **NUBA EXPEDICIONES S.L.** provides availability and rates to the above mentioned OTAs from this document, please make sure that you remove the hotel from their sale list to avoid incurring in breach of this agreement that can lead to a termination of the relationship itself; damages to the image and prestige as well as economic damages will be claimed by Palazzo Ottaviani.

Other OTAs can be added during the year if they are not respecting our Criteria of Image and Brand protection.

In the event of any breach of the above provisions and of harm or damages to brand, goodwill, prestige and image Residence Palazzo Ottaviani and/or PALAZZO OTTAVIANI SRL, PALAZZO OTTAVIANI SRL can immediately terminate this agreement in accordance with article 1456 of the Italian civil code by means of registered letter anticipated by mail, without prejudice to claim compensation for damages.

LIABILITY

Residence Palazzo Ottaviani's liability to Operator and/or its clients for damages to property or theft is ruled by Italian law and by the regulations of Residence Palazzo Ottaviani. Residence Palazzo Ottaviani will not be liable for damages to the Operator and/or its Clients due to strikes or other events of force majeure or other events not caused by wilful misconduct or gross negligence of the staff.

DAMAGES

The Operator has to inform the end client that any damage caused to the Residence and its apartments such as furnishings, systems, or other, if directly attributable to the end Client, will be charged to him in the total invoice for an amount equivalent to the cost of the repair or replacement upon presentation to the Customer of the description of the damage, with the relative estimate of the cost of the restoration.

PRIVACY

Each Party acknowledges that the personal data relating to the other Party will be processed in accordance with the provisions of EU Reg. 2016/679 "GDPR", which both Parties declare to be familiar with. The aforementioned data will be used only for the purposes necessary for the fulfilment of the contractual obligations and for the performance of the activities connected to this Contract, as well as for the conservation of the same after the conclusion of it to meet the tax and regulatory obligations to which the Parties are submitted (and in particular with reference to personal data and bank details), specifying that the regulatory basis for the treatment is article 6 paragraph 1 of the GDPR Reg. Furthermore, with the signature below, the Parties agree on the confirmation of the receipt of information pursuant to the Law.

INDEMNITY

No severance payment or indemnity or other sum of any sort will be due by Residence Palazzo Ottaviani to Operator upon expiration of this agreement; save for outstanding fees accrued prior to termination.

GOVERNING LAW AND DISPUTE RESOLUTION

This Contract and the parties' respective rights and obligations hereunder shall be governed by, and construed and interpreted in accordance with, the laws of Italy.

Any dispute, claim or issue arising under this Contract shall be referred to the Court of Florence.

Pursuant to articles 1341 and 1342 cod. civ, where deemed applicable, the clause relating to the application of Italian law, Italian jurisdiction and the exclusive jurisdiction of the Court of Florence is specifically approved

RESIDENCE PALAZZO OTTAVIANI – PALAZZO OTTAVIANI SRL

NUBA EXPEDICIONES S.L.

Marq. Diego Paternò del Castello di San Giuliano

CEO PALAZZO OTTAVIANI SRL

DATE: April 23, 2025

NAME & TITLE: Alessandra Girardi

DATE: 23/04/2025

LEGAL COMPANY NAME & ADDRESS:

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