

# ROSEWOOD

## 2026 DYNAMIC RATES AGREEMENT

Between

Graben 21 Liegenschafts Verwaltung GmbH Trading as "Rosewood Vienna"

Petersplatz 7, 1010, Vienna, Austria

Tel: +43 (1) 7999 888

(Herein referred to as "The Hotel")

and,

NUBA

Goldsmith 60, Colonia Polanco

Mexico City

DISTRITO FEDERAL

11540

MEXICO

Contracting contact:

Sofia Suarez

+52 555 255 445 5

sofia.suarez@nuba.com

(Herein referred to as "The Operator")

### AGREEMENT PERIOD

1<sup>st</sup> of January through to 31<sup>st</sup> of December 2026

# ROSEWOOD

## CONDITIONS OF USE

This agreement is valid from the 1<sup>st</sup> of January 2026 until the 31<sup>st</sup> of December 2026 and is based on a minimum of 50 room nights annually. The hotel will undertake a quarterly review of production to check if the Operator is using their rate. Rates and validity, along with other policies and product descriptions are contained in this agreement, and set forth below:

- The Hotel will extend dynamic rates to NUBA of 22% per cent below the Hotel's Flexible Rates, Rosewood Escapes and other available promotions subject to Hotel's discretion. All rates provided to the Operator will be quoted in local currency (EUR) per room per night and are inclusive of VAT, City Tax (Ortstaxe) and complimentary wireless internet access. The Hotel reserves the right to amend the rates to reflect any change in rates due to change in Value Added Tax, or any other tax change from the Austrian authorities.
- All the Hotel's accommodation categories will be available to the Operator.
- These rates are for the use of bona fide customers travelling on an individual basis and do not apply to groups (8 rooms and above).
- Standalone, non-packaged rates should be marked up by at least 22% (applicable to Online distribution). This applies whether sold either directly or via a secondary agent (vendor, wholesaler, distributor) in which event the contracted Operator is deemed responsible for the selling practices of the secondary agents. The Hotel reserves the right to amend or terminate this contract with immediate effect if any of these terms are not adhered to.
- Should guests wish to extend their stay beyond the period originally booked and confirmed by the Operator; the Hotel will apply the Best Available Rate for the extended period, unless the accommodation extension request is channelled to the Hotel through the Operator beforehand.
- On blackout dates, BAR rates will be offered with a 10% commission, on the net room rate excluding breakfast (if applicable) VAT and City Tax.

## BLACKOUT DATES

| Blackout Dates 2026 |                         |        |                      |
|---------------------|-------------------------|--------|----------------------|
| 1-Jan               | New Year                | 24-May | Public Holiday       |
| 2-Jan               | New Year                | 4-Jun  | Public Holiday       |
| 3-Jan               | New Year                | 5-Jun  | Public Holiday       |
| 4-Jan               | New Year                | 6-Jun  | Public Holiday       |
| 5-Jan               | New Year                | 30-Sep | EADV Congress        |
| 6-Jan               | New Year                | 1-Oct  | EADV Congress        |
| 4-Mar               | ECR Congress            | 2-Oct  | EADV Congress        |
| 5-Mar               | ECR Congress            | 3-Oct  | EADV Congress        |
| 6-Mar               | ECR Congress            | 27-Nov | Advent weekend       |
| 7-Mar               | ECR Congress            | 28-Nov | Advent weekend       |
| 3-Apr               | Easter                  | 4-Dec  | Advent weekend       |
| 4-Apr               | Easter                  | 5-Dec  | Advent weekend       |
| 5-Apr               | Easter                  | 11-Dec | Advent weekend       |
| 18-Apr              | Vienna City Marathon    | 12-Dec | Advent weekend       |
| 19-Apr              | Vienna City Marathon    | 18-Dec | Advent weekend       |
| 30-Apr              | Labour Day Long Weekend | 19-Dec | Advent weekend       |
| 1-May               | Labour Day Long Weekend | 24-Dec | Christmas & New Year |
| 2-May               | Labour Day Long Weekend | 25-Dec | Christmas & New Year |
| 12-May              | Eurovision              | 26-Dec | Christmas & New Year |
| 13-May              | Eurovision              | 27-Dec | Christmas & New Year |
| 14-May              | Eurovision              | 28-Dec | Christmas & New Year |
| 15-May              | Eurovision              | 29-Dec | Christmas & New Year |
| 16-May              | Eurovision              | 30-Dec | Christmas & New Year |
| 22-May              | Public Holiday          | 31-Dec | Christmas & New Year |
| 23-May              | Public Holiday          |        |                      |

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# ROSEWOOD

## BOOKINGS

- No minimum length of stay is required to benefit from the attached rates unless specified.
- Should the guest request a higher room category than the one initially booked, then a relevant and applicable surcharge will be applied directly to the guest.
- Check-in time is 15:00 hours on the arrival date. Access to rooms before this time will only be offered depending on the availability of rooms at the time of arrival. To guarantee early check-in, the approximate arrival time shall be stated on the reservations form of the Operator and will be charged as follows:
  - Early check-in before 09:00 AM: 100% of the room rate.
  - Early check-in between 09:00 AM and 12:00 PM: 50% of the room rate.
  - Early check-in between 12:00 PM and 03:00PM: 25% of room rate.
- Check-out time is 12:00 noon on the departure date. Late check-out may be arranged by the Hotel. Depending on the availability of rooms at the time of the departure, an additional charge will apply to be paid directly by the Guest as follows:
  - Late check-out between 12:00 PM and 03:00 PM: 25% of the room rate.
  - Late check-out between 03:00 PM and 06:00 PM: 50% of room rate
  - Late check-out after 06:00 PM: 100% of the room rate.
- Bookings for Hotel accommodations for the Operator's guest may be made by Operator using any of the following methods:
  - Hotel's preferred booking method: Directly on Rosewood Vienna website (<https://www.rosewoodhotels.com/en/vienna>), applying the Operator's dedicated Promo Code; or
  - By sending an email directly to the Hotel's Reservations Department at [vienna.reservations@rosewoodhotels.com](mailto:vienna.reservations@rosewoodhotels.com). The return response email address and telephone number must be noted clearly on any correspondence. The booking status, i.e., new reservation, change, or cancellation, must be noted clearly on all communications; or
  - By calling the Rosewood Vienna at +43 (1) 7999 888
- The Operator must send a Written Confirmation at least 2 days before the Operator Guest's arrival to the Hotel's Reservations by email at [vienna.reservations@rosewoodhotels.com](mailto:vienna.reservations@rosewoodhotels.com).
- All booking confirmation needs to state:
  - First name & last name of the lead guest and any sharers
  - Age of children (if applicable)
  - Number and category of reserved rooms
  - Date and time of arrival/flight details
  - Date and time of departure/flight details
  - Country of origin
  - Options and special requests, which shall be subject to availability and Hotel's ability to fulfil; any other items to be credited to the Wholesaler Guest's account (i.e., room tax, transfers, etc.).
  - All bookings need to be guaranteed in line with our Payment Terms & Credit Policy.

## DOUBLE BOOKINGS

In case the Hotel has sufficient reasons to believe that a potential double booking may occur, due to an existing booking with the same or similar booking details (name, number of rooms and dates) via a third-party source, the Hotel may reject any new booking requests with the same booking details, until the existing booking via a third party has been cancelled.

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# ROSEWOOD

## MINIMUM AGE

Minimum age of 18 years or above is required for a stay at the Hotel, unless minors are accompanied by parents or another legal adult guardian.

## CONNECTING ROOMS & BEDDING REQUIREMENTS

Offered upon request, subject to availability at the time of check-in. Bedding requirements must be stated at the time of booking however will remain subject to availability.

Disabled rooms are available upon request, subject to availability, confirmed at time of reservation (only available in Deluxe category).

## ROOM OCCUPANCY & EXTRA BED

|              |   |
|--------------|---|
| Deluxe Room  | 2 adults + 1 baby cot (age up to 3 inclusive)                     |
| Premier Room | 2 adults + 1 baby cot (age up to 3 inclusive) or 1 roll-away bed. |
| Suites       | 2 adults + 1 baby cot (age up to 3 inclusive) or 1 roll-away bed. |

- Triple occupancy: available from Premier room category onwards, a roll-away bed is subject to availability and must be requested at the time of booking.
- Roll-away beds and baby cots are provided on a complimentary basis for children up to 12 years (including breakfast), for a third adult a supplement of 135 EUR per night will apply (including breakfast).

## CHILD POLICY

The below Child Policy applies to children of ages up to 12 years inclusive. Persons aged 13 and above will be treated and charged as adults.

### Rosewood Child Policy when travelling with parents:

- Children of ages up to 12 inclusive may share their parent's room at no charge. Baby cots or extra beds are provided free of charge. For more than one child, it would be necessary to reserve a higher number of rooms.

### Dining Policy for children ages 0 to 12 years inclusive:

- A children's menu, at reduced prices, is available in all Hotel outlets.

### Additional amenities and benefits for children:

- Child-sized bathrobes (free of charge)
- Children toiletries (free of charge)
- Welcome gift for kids (free of charge)
- Destination information from Hotel Concierge "what to do with kids" (free of charge)
- Children's menu and snacks (at charge)
- Baby-sitting services (at charge)
- "Rosewood Explorers" Children program with its extensive benefits and amenities, i.e., baby bottles, children's games and much more.

# ROSEWOOD

## RESERVATIONS

Operator rates and room availability are subject to confirmation at time of booking. All booking requests should be sent via e-mail directly to reservations office of The Hotel. Bookings will only be confirmed once a confirmation number has been issued. The Hotel will refrain from verbal confirmations over the phone. Reservations contact information is as follows:

Rosewood Vienna, Petersplatz 7, 1010 Vienna

**Email:** vienna.reservations@rosewoodhotels.com

**Direct reservations Line:** +43 (1) 7999 888

For bookings with a total value over EUR 15,000 or more, a deposit of 50% will be required at the time of booking confirmation. Should the reservation be cancelled within 7 (seven) days of arrival, the deposit shall not be refunded.

## HOTEL INFORMATION

Breakfast:

- To be consumed in Neue Hoheit Restaurant and Bar only, from 07:00 until 11:00 daily.
- Breakfast consumed via In-Room-Dining will be charged as priced.
- Breakfast taken outside designated breakfast timings will be charged separately.
- Guests will not be refunded for any unconsumed meals.

Rosewood Vienna offers the following complimentary amenities:

- National and international newspapers daily
- Nespresso machine and tea facilities
- Complimentary Wi-Fi (HD streaming quality) and 24-hour Gym Access

## GUEST PREFERENCES

Guest information such as names of spouse, children and ages of children must be provided by The Operator at the time of booking in Written Confirmation.

## CHECK-IN/CHECK-OUT

Check-in time at Rosewood Vienna is 15:00. Check-out time is 12:00 Noon.

## PAYMENT TERMS & CREDIT POLICY

- Credit facilities need the Hotel's approval.
- Credit facility will officially take effect once the Hotel notifies the Operator.
- All invoices must be settled within 30 days after the date of issue.
- All reservations are payable / guaranteed via credit card at time of booking unless credit facilities are in place.
- In the event of payment arrangements are not confirmed in advance, the Hotel reserves the right to collect such payment from the guest directly upon check-out, at the Best Available Rate.
- Where a Partner arranges payment to the Hotel through a third party, the Operator shall remain responsible for such accounts until full payment has been received by the Hotel.

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# ROSEWOOD

- The Operator agrees to assist with any and all damages incurred as a result of the failure of the guest to pay for the Hotel's service.
- The Operator will be liable to pay interest on the outstanding amount of the invoice at the rate of two percent (2%) per month. Delay in payment may result in suspension or withdrawal of credit facilities.

## Payment information

Payments for all bookings may be accomplished by bank transfer to:

Graben 21 Liegenschaftsverwaltung GmbH, Petersplatz 7, 1100 Vienna, Austria  
ATU75993114

**Account Name:** Graben 21

**Bank:** Erste Bank

**Account No:** 829-877-026/04

**IBAN:** AT642011182987702604

**SWIFT:** GIBAATWWXXX

## CHANGES TO EXISTING RESERVATIONS

- All changes that occur after a reservation has been confirmed must be e-mailed directly to the Hotel's Reservations office.
- No name changes will be permitted without prior authorisation of the Hotel.
- Should guests depart before their booked check-out date the Operator will be charged for the remaining nights of the original confirmation.

## CANCELLATIONS AND NO SHOWS

- Cancellations required by 12h00 (local time) 24 hours prior to arrival. Cancellations made after this cut off will entail a charge of the first nights' accommodation booked.
- No-Shows will be charged a 2-night penalty fee.
- Cancellations must be advised in writing and proof of acknowledgement by the Hotel should be retained.
- Special offers are subject to separate cancellation policy if specified.

## RELOCATION POLICY

If Hotel is unable to honor a guest's reservation after all other efforts to relocate direct bookings and other guests have been made by Hotel, then Hotel shall immediately (a) notify Company of such inability, (b) relocate the guest to a property that is of an equal star quality rating than Hotel, (c) prepay or make other arrangements to cover the room charges at such property for first night room and taxes and transportation costs from Hotel to such property if requested.

## ADVERTISING & PROMOTIONAL MATERIAL

- The Operator may use the trade name or trademarks belonging to the Hotel or any image or photographic representation of the Hotel, whether exterior or interior for soliciting customers / guests or for advertising or promoting its products or services, only after receiving written approval from the Hotel Management.

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# ROSEWOOD

- The Hotel must approve its inclusion prior to printing or publishing of any form of material for distribution through any channels including brochures, catalogues, flyers, and websites or in any other marketing related activities.
- In the event of the Operator failing to forward the proposed form and content to the Hotel for review and approval prior to printing or publishing of the brochure and other publicity materials which may result in misrepresentation of the Hotel, the Hotel will not be liable to the guest, to the retail agency or the Operator for any damages, costs or claims arising from such misrepresentation. Furthermore, this negligence may result in the Hotel declining any business sourcing from such activities and immediately invalidating any existing agreement with the Operator.
- Kindly use exclusively the material provided by the Hotel. All photographs, images or logos of the Hotel used for any promotional material must be in line with the standard format according to the corporate identity of Rosewood Hotels (therefore, these images should not be edited or altered except for minimizing or maximizing their size).
- Photographs can be provided in high resolution format upon request.
- To maintain the corporate standards of Rosewood Hotels, the Operator must ensure that the Hotel is always listed as Rosewood Vienna and is rated as a five-star property without exceptions.
- New copies of the brochures/promotional literature should be delivered to the Hotel as soon as they are available to the Operator, but in any event no later than one month prior to the launch of the programme.

## MUTUAL INDEMNIFICATION

The Operator will indemnify and hold harmless Rosewood Vienna and its officers and Rosewood Hotels & Resorts, L.L.C. from all losses, damages, liabilities and expenses which may arise or be claimed against Rosewood Vienna or Rosewood Hotels & Resorts, L.L.C. and be in favour of any persons, firms, or corporations, for any injuries or damages to the person or property of any persons, firms, or corporations consequent upon or arising from any acts, omissions, negligence or fault by The Operator's failure to comply with any laws, statutes, ordinance codes or regulations.

Rosewood Vienna or Rosewood Hotels & Resorts, L.L.C. shall not be liable to The Operator for any damages, losses or injuries to persons, customers or property of The Operator or customer, which may be caused by the acts, negligence, omissions or faults of any persons, firms, or corporations except when such injury, loss, or damage results from negligence of Rosewood Vienna or Rosewood Hotels & Resorts, L.L.C., its agents or employees.

## IMPOSSIBILITY OF PERFORMANCE

This Letter of Agreement will terminate without liability to either party if substantial performance of either party's obligation is prevented by an unforeseeable cause reasonably beyond that party's control. Such causes include, but are not limited to, acts of God; acts, regulations, or orders of governmental authorities; fire, flood, or explosion; war, disaster, civil disorder, curtailment of transportation facilities, or other emergencies making it illegal or otherwise impossible to provide the facilities or their services; any delay in necessary and essential construction or renovation of the Hotel and shall not include any inability to perform because of lack of finances.

## EXCULPATION

For so long as any partnership (or partnership of partnerships) is the owner of The Hotel ("The Owner" hereafter), the covenants and obligations contained in this Letter of Agreement on the part of The Owner shall be covenants and

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# ROSEWOOD

obligations of such partnership (or, if Owner be a partnership of partnerships, of each such partnership) only, and not of the parties individually.

Only the assets of such partnership shall be subject to any liability of Owner here under. No partner shall be individually liable for breach of any covenant or obligation of Owner, and no recourse shall be had against the assets of any partner (except to the extent of the assets of the Operatorship) for payment of any sums due, or enforcement of any other relief, based upon any claim made for breach of any of Owner's covenants or obligations. If at any time, Owner is not a partnership, Owner shall not be liable for breach of any covenant or obligations of Owner here under except to the extent of the value of its interest in The Hotel.

## ENTIRE CONTRACT

This Agreement and any attachments constitute the entire Wholesale Agreement between the Parties concerning the subject matter hereof and shall supersede all previous proposals both oral and written, negotiations, representations, commitments, and other communications between the Parties. This Agreement shall be governed by and construed under the laws of Austria with the competent court of Vienna as place of authority.

This Agreement may not be released, discharged, changed, or modified except by an instrument in writing signed by duly authorized representatives of both parties.

When signed by representatives of both Parties, this Agreement will constitute a binding contract between The Operator and The Hotel. This signed Agreement should be returned (facsimile acceptable) to The Hotel on or before (contract deadline date).

## INVOICE

Each invoice shall specify for each reservation, the guest's name, Company confirmation number, the arrival and departure dates, the applicable rate, and taxes applicable to such rate. Invoice will be sent to NUBA address:

Company: NUBA Goldsmith 60, Colonia Polanco, Mexico City

Contact: Sofia Suarez

Email: sofia.suarez@nuba.com

**NUBA**



Name: Sofia Suarez

Title: Product Director Americas

Email: sofia.suarez@nuba.com

Telephone: +52 555 255 445 5

Date: 20 FEB, 2026

**ROSEWOOD VIENNA**



Name: Roland Hamberger

Title: Managing Director

Date: \_\_\_\_\_

Written acceptance constitutes a binding agreement of the terms and conditions stipulated in the contract above.

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