

REFERRAL PARTNERSHIP AGREEMENT

between

VIVAMAYR Maria Wörth Betriebs GmbH

Seepromenade 11
A-9082 Maria Wörth, Austria
UID: ATU61190311

– hereinafter referred to as the “Hotel” –

and

NUBA

[Name / Company of Referral Partner]

[Address] Calle Velazquez 94, 28006 Madrid - Spain

[Email] alessandra.girardi@nuba.com

– hereinafter referred to as the “Referral Partner” –

1. Purpose

The Referral Partner may recommend or introduce potential guests to the Hotel. For successful referrals the Referral Partner is entitled to a commission according to this Agreement. This Agreement does not create an employment relationship, partnership, joint venture or agency.

2. Attribution of Referrals

A referral is attributable if the guest is introduced via a referral code, written introduction, or a booking made by a concierge or advisor on behalf of the guest. The Hotel may decline attribution if the referral cannot be clearly verified.

3. Successful Referral

A referral is considered successful when the guest books as a result of the referral, completes the stay and the invoice has been fully paid. No commission applies to existing guests unless they have not stayed at the Hotel within the previous five (5) years.

4. Commission

The Referral Partner receives a commission of 10%. Eligible revenues include accommodation and in-house treatments provided by the Hotel. Retail products, infusions, laboratory services, external services, tips and ancillary charges are excluded. Commission is calculated on net revenues actually received by the Hotel.

5. Invoicing and Payment

The Referral Partner may submit an invoice once the guest invoice has been fully paid. Payment will be made within 30 days after receipt of a valid invoice.

6. Repeat Guests

A successfully referred guest is considered attributed to the Referral Partner. Commission applies to the initial stay and subsequent stays within 24 months if the booking continues through the Referral Partner. If the guest books directly without the Referral Partner, no further commission applies.

7. Responsibilities

The Referral Partner agrees to represent the Hotel accurately and shall not make misleading health claims. Use of the Hotel brand or marketing materials requires prior approval.

8. Confidentiality and Data Protection

Both parties agree to keep non-public information confidential and comply with applicable data protection laws.

9. Term

This Agreement is valid for one (1) year and may be renewed by mutual agreement.

10. Governing Law

This Agreement shall be governed by the laws of Austria. Jurisdiction: Klagenfurt, Austria.

Date: 20/04/2026

For the Hotel: _____

For the Referral Partner: dessejude Grant