

To the attention of Mrs. Alessandra Girardi
Global Product Director
Email: alessandra.girardi@nuba.net
Phone number: +34 917454745

Paris, on 07/05/2026

**Company Name : NUBA EXPEDICIONES S.L. including
NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V. & Nuba USA, Inc.**

Address : Velazquez 94, Madrid Spain, 28006

Subject: Dynamic Rates Agreement

Starhotels Finanziaria S.R.L., sole shareholder company, controlling entity – directly or indirectly
- 100% of:

STARHOTELS S.p.A with sole shareholder - Milano
Castille SAS – Hotel Castille Paris
Eyre Hotels LTD – The Gore Hotel
Thurloe Hotels LTD – The Pellham Hotel
Starhotels UK LTD – The Franklin Hotel in London
all belonging to the group of Starhotels Finanziaria S.r.l. with sole shareholder (hereinafter
hereinafter jointly also referred to as “Starhotels“ or the “Hotel”).

Starhotels and the Client are hereinafter also referred to jointly as the “Parties” and individually as
the “Party”.

Dear partner,

We are pleased to offer you a **20% discount on the public rates** at the following conditions:

- The Dynamic Rates Agreement (hereinafter the “Agreement”) is valid from 01/10/2025 to 31/12/2026
- Starhotels will apply to dynamic rates the same terms and conditions as the correspondent public rates (BAR room only – BAR bb – prepaid not refundable/not amendable), such as payment and cancellation policy, included services, minimum length of stay (if applicable) available on the website;
- The discount cannot be applied to packages available on the website and new promotions which may become available.
- No allotment is confirmed;
- All rates are quoted net of commission and VAT included;
- City tax is not included and must be paid by the guests upon departure, in accordance with municipality regulation;
- Should either VAT or other taxes be increased, the Hotel has the right to modify the rates accordingly;

- The rates are exclusively reserved for individual reservations up to a maximum of 5 rooms. Rates are not valid for groups and meetings, ad hoc rates will be provided upon request.
- All rates granted to NUBA EXPEDICIONES S.L. INCLUDING NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V. & NUBA USA, INC. are intended net and to be used for worldwide B2B channels only.
Activation in B2C distribution channels will be considered a breach of contract.

If NUBA EXPEDICIONES S.L. INCLUDING NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V. & NUBA USA, INC. breaches this provision, Starhotels reserves the right to apply the following conditions:

- at the first breach, Starhotels will close the contract temporarily for 30 days only for the Hotel where the breach occurred by sending a written notice; NUBA EXPEDICIONES S.L. INCLUDING NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V. & NUBA USA, INC. has to remedy such breach within the aforementioned period (30 days);
- at the second breach in the same hotel Starhotels will terminate the agreement immediately giving a written notice to the client.

Parties agree that:

- these conditions will be applied also if the room has been sold through third parties related to NUBA EXPEDICIONES S.L. INCLUDING NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V. & NUBA USA, INC. that signs the present agreement
- in case of a partial termination, other agreements signed by the Client and other hotels of Starhotels shall remain in full force and effect for the remaining contracted hotels;
- all obligations of each party that have accrued prior to a termination of the agreement shall survive termination of the agreement both in case of a partial termination or of termination of the entire agreement.

Booking procedure:

Booking request is to be sent by e-mail at our reservation center: email: reservations@starhotels.it
– phone 00 800 00 22 00 11 (Monday-Friday) or directly to the hotel

The reservation and the applicable rates will be confirmed by the hotel via email indicating the confirmation number

Guarantee policy:

All bookings must be guaranteed at time of booking providing full details of the credit card (number, expiration date), unless a different kind of payment has been signed agreed by the Hotel and Name NUBA EXPEDICIONES S.L. INCLUDING NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V. & NUBA USA, INC..

Book-out

In the event of overbooking the Hotel shall relocate the guests in hotels of same category without any further hotel cost for the client.

Close out

The Hotel has the right to stop sales in certain circumstances (ex. fully booked) immediately visible on the website.

Payment Policy:

For each reservation, it shall be applied the following payment policy:

Full Prepayment 7 days prior to guest's arrival

(Not refundable rates have to be paid at the moment of reservation)

The Parties agree to apply the legislation of the Legislative Decree n° 231 of 9/10/2002 concerning the delay in payments in commercial transactions.

Starhotels reserve the right to modify the payment policy with a written communication

Bank details:

BANK ACCOUNT N.: 4859468

BRANCH: CORPORATE OPERATIONS & CUSTOMER CARE ITALY – LARGO FRANCESCO

ANZANI - N. 13 – 00153 – ROMA

CORPORATE CENTER: AREA CORPORATE TOP TOSCANA EST – VIA DE' PESCONI N. 10 – 50123 – FIRENZE (FI)

IN THE NAME OF: STARHOTELS SPA

IBAN: IT 83 H 02008 05364 000004859468

BIC SWIFT: UNCRITMM - UNICRITMMORR

Upgrading and renovation work

To maintain its hotels in a state of optimum efficiency, Starhotels carries out routine upgrading and renovation work. NUBA EXPEDICIONES S.L. INCLUDING NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V. & NUBA USA, INC. henceforth acknowledges and agrees that Starhotels may carry out such work provided NUBA EXPEDICIONES S.L. INCLUDING NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V. & NUBA USA, INC. is informed at least 30 days before the date the work commences.

Starhotels is not under this obligation, in the event of emergency situation or due to demands made by an authority.

Independent Data Controller

Starhotels and the Client process personal data in accordance with the provisions of Regulation (EU) 679/2016 and the Data Protection Code (D.L. 196/2003), including its subsequent modification (D.L. 101/2018) as part of the fulfilment of their specific objectives.

By signing the present agreement, the Client confirms to have received the entire policy in accordance with art. 13 of the EU Regulation UE 679/2016 (to read the full text, see <https://www.starhotels.com/en/f/privacy-policy/tour-operators-and-companies-information.html>).

The Client declares to have informed its authorized employees, representatives and collaborators

about the processing of their personal data for the purposes of implementing and managing the present contract.

In carrying out such activities under this Agreement, Parties will be qualified as Independent Data Controllers, that will be competent to determine purposes and methods of the processing of personal data and the relevant means, including security matters.

As Independent Data Controller, each Party undertake to process the data and information concerning the other Party and its customers solely for the purpose in connection with this Agreement, ensuring the security and confidentiality, and that the same data and information are not disclosed to third parties without the prior consent of data subjects.

Finally, each Party, processing the information and data of common customers for the purpose in connection with this Agreement, will be liable for the performed activities and, therefore, for any violations of the GDPR's provisions and regulations, even if committed by persons in charge of the processing or employees involved in the execution of this Agreement.

Code of Ethics

Starhotels has published the "Code of Ethics" on its website www.starhotels.com. By signing this Agreement, NUBA EXPEDICIONES S.L. INCLUDING NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V. & NUBA USA, INC. accepts the contents of the "Code of Ethics" and engages in relation to the execution of this Agreement, also for its employees, pursuant to and for the purposes of art. 1381 cod. civ., to respect it. In the event that NUBA EXPEDICIONES S.L. INCLUDING NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V. & NUBA USA, INC. violates the obligations referred to in this article, Starhotels will have the right to terminate this Agreement pursuant to and for the purposes of Article 1456 of the Italian Civil Code. civ., by sending simple written communication by registered letter, without prejudice to Starhotels' right to compensation for damages.

Force majeure

In the event of delays or non-fulfilment of the obligations provided for in the Agreement due to force majeure, meaning events that are objectively extraordinary and unpredictable and, as such, effectively beyond any possible control (such as, on a merely indicative and non-exhaustive basis, war, act of terrorism, expropriation of equipment or installations, sabotage, fire, flooding, explosions, earthquakes, etc., and provided such events are not originated by illicit/illegitimate acts by the defaulting party), each of the parties must promptly inform the other of the occurrence of such cause and do its utmost to minimize its negative consequences and resume regular fulfilment of its obligations as soon as possible and at the latest as soon as the cause of force majeure has ceased.

Damages

The guest using the hotel services (the "Guest") is liable for all damages including damages to the property, and/or damages to the Hotel, its employees or other guests caused by his/her negligence. The Guest is obligated to indemnify and hold harmless the Hotel, Starhotels and all entities affiliated with the Hotel, the Hotel manager or other employee or other guests of the Hotel (referred to as "the Indemnitees") from all actions, costs, claims, losses, expenses, and damages including reasonable legal fees caused by the guest of the hotel services and facilities, except to the extent that such

damages were caused by the Indemnitees' gross negligence or misconduct. The Client agrees to inform guests staying at the Hotel of this obligation.

Applicable Law and disputes:

The validity, interpretation and implementation of this contract shall be governed by and construed in accordance with the laws of Italy. If a dispute arises out of the execution, performance or interpretation of this contract, or breach thereof, and if that dispute cannot be settled through direct discussions, the parties agree that any unresolved controversy or claim arising out or relating to this contract, or breach thereof, shall be finally settled by the Court of Florence.

General provisions

This contract constitutes the entire agreement between the Hotel and NUBA EXPEDICIONES S.L. INCLUDING NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V. & NUBA USA, INC. regarding the matters it disciplines and replaces any other previous understanding, including verbal agreements, on the same matters.

Any amendments to this Agreement shall be made in writing and signed by each party

Communications or notices shall be addressed as follows:

If to Starhotels:
Mr. Alexandre Cochet
a.cochet@starhotels.com
Tel: +33 6 14 43 13 09

If to NUBA EXPEDICIONES S.L.
INCLUDING NUBA EXPEDICIONES DE
MEXICO, S. DE R.L. DE C.V. & NUBA USA,
INC.:
Attn.: Mrs. Alessandra Girardi
Global Product Director
Email: alessandra.girardi@nuba.net

or to such other address, email addresses as either party may hereafter designate in writing by like notice.

Remaining at your complete disposal for any further assistance you may require, we look forward to receiving a copy of our contract duly signed for acceptance.

PARTICIPATING HOTELS

COLLEZIONE:

Helvetia & Bristol – Starhotels Collezione – Florence
Rosa Grand hotel – Starhotels Collezione – Milan (hotel only)
D'Inghilterra – Starhotels Collezione – Rome
Splendid Venice – Starhotels Collezione – Venice
Hotel Gabrielli Venezia – Starhotels Collezione
Gran Hotel Continental – Starhotels Collezione – Siena
Savoia Excelsior Palace – Starhotels Collezione – Trieste
Hotel Villa Michelangelo – Starhotels Collezione – Vicenza
The Franklin – Starhotels Collezione – London

Starhotels Finanziaria S.r.l. con socio unico

Viale Belfiore, 27 - 50144 Firenze Italia T +39 055 36921 F +39 055 36924

Sede legale in Milano (MI) 20121, Via Turati 29 - Capitale sociale Euro 10.000.000,00 i.v.

Codice fiscale, Partita IVA e numero di iscrizione al Registro delle Imprese di Milano Monza Brianza Lodi n. 05201490967 - R.E.A. n. 2657539

starhotels.com

The Pelham – Starhotels Collezione – London
The Gore – Starhotels Collezione – London
Castille – Starhotels Collezione – Paris
Teatro Luxury Apartments – Starhotels Collezione – Firenze
(pursuant to the management agreement entered into by Starhotels Finanziaria S.r.l., Savills
Investment Management SGR S.p.A. – Future Living Fund, and Corso Italia S.r.l. concerning the
management of the serviced apartments)
Hotel Hermitage – Starhotels Collezione – Forte dei Marmi

PREMIUM:

Starhotels Anderson – Milan
Starhotels Business Palace – Milan
Starhotels Cristallo Palace – Bergamo
Starhotels Echo – Milan
Starhotels Ritz – Milan
Starhotels Tourist - Milan
Starhotels Michelangelo – Florence
Starhotels Tuscany – Florence
Starhotels Vespucci – Florence
Starhotels President - Genoa
Starhotels Michelangelo – Rome
Starhotels Metropole – Rome
Starhotels Du Parc – Parma
Starhotels Majestic – Turin
Starhotels Grand Milan - Saronno
Starhotels Terminus – Naples
Starhotels Excelsior – Bologna

Yours Sincerely,

Signature for approval

Data: 02/09/2025



Diego Rumazza

Global Director of Sales

STARHOTELS S.p.A con socio unico



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NUBA
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CASTILLE SAS



Alessandra Bragoli
General Manager



Diego Rumazza
Global Director of Sales

Attorney for and on behalf of
EYRE HOTELS LTD- T/A The Gore Hotel
THURLOE HOTELS LTD - T/A The Pelham Hotel
STARHOTELS UK LTD - T/A The Franklin Hotel



Diego Rumazza
Global Director of Sales

Attorney for and on behalf of
TEATRO LUXURY APARTMENT
