CONTRACT

World Rainbow Hotels 2027 Program

World Rainbow Hotels is a programme ("World Rainbow Hotels Programme") created and operated by HotelREZ Limited. All references to "Hotel(s)", "you" or "your(s)" in this contract shall mean the hotel and, where appropriate, its owners or the chain affiliation who are parties to this contract or on whose behalf or for whose benefit you have entered into this contract.

Company/Hotel Name _____

Hotel Address _____

_____

City _____ State _____ Postal Code _____ Country _____

Tel. Country Code _____ Tel. City/Area Code _____ Tel. Number _____

WRH Rates Plans

All our rate plans are based on flexible / dynamic rates.

1. WORLD RAINBOW HOTELS BAR RATE - **Public Rate**

- The World Rainbow Hotels BAR Rate is at parity with your own BAR rate
- This rate should be loaded as a Public Rate and is bookable by all 24.000 WRH affiliated agencies worldwide
- Rate should be loaded as publically available in all GDS channels, ideally as a promotional category rate
- Hotel's standard commission to be paid directly to agencies, except where booking originates from the World Rainbow Hotels' consumer website or any affiliated website (which will include any website operated by or on behalf of HotelREZ) ("Website")

2. WORLD RAINBOW HOTELS PREFERRED RATE - **Restricted Rate**

- This preferred rate has a min 5% discount off your Best Available Rate, commissionable to the Travel Agent at hotel's normal commission levels
- It is a restricted rate, accessible only by World Rainbow Hotels' registered travel agencies.
- Hotel's standard commission to be paid directly to agencies

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WRH Selection Criteria

Selection of hotels for the World Rainbow Hotels Program is at the sole discretion of World Rainbow Hotels, which reserves the right to decline any application for participation in the Program.

WRH Terms & Conditions

ANNUAL MEMBERSHIP FEE

Hotels approved in the **WRH 2027 Program** can choose between three Membership Options:

MEMBERSHIP OPTIONS	SILVER	GOLD	PLATINUM
Yearly fee (prices in USD per annum)	$599	$799	$999
Select which membership you would like to join	☐	☐	☐
MEMBERSHIP BENEFITS			
GDS bookings from 24K+ affiliated Travel Agencies	✓	✓	✓
Listing on www.worldrainbowhotels.com with links to book	✓	✓	✓
Two exclusive WRH rate plans	✓	✓	✓
Exclusive diversity focused marketing opportunities	✓	✓	✓
Property profile highlighted as “Our Fav”		✓	✓
Superior ranking		✓	✓
Consumer newsletter inclusion		✓	✓
Social Media post		✓	✓
Exclusive homepage banner		✓	✓
Exclusive competition for 7 days			✓
Additional Social Media post			✓
Top ranking on searches			✓
Top newsletters positioning			✓

Indicated fees are in USD and per annum

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Hotels approved in the WRH 2027 program can choose from three membership options. The hotel will be invoiced the annual membership fee corresponding to the selected membership tier.

Under the World Rainbow Hotels Program, World Rainbow Hotels will, on payment of the Membership Fee advertise the Hotel's rates to World Rainbow Hotels' customers as set out in this contract.

HotelREZ shall be entitled to invoice you for the Membership Fee, upon approval, and for any program or additional service which you have requested in your RFP responses or which we have otherwise agreed to, upon HotelREZ accepting your application for such program or services.

You shall pay all invoices within 14 days of the invoice date. You agree to pay finance charges of 18% (1.5% per calendar month) for invoices not paid in full within the 14 days of the due date until they are paid in full. Under no circumstances is the World Rainbow Hotels' Membership Fee to be inflated (marked up). Where applicable, VAT will be charged on fees and charges due under this contract. Payment of the Membership Fee and any fees for enhanced membership shall entitle you to participate in the WRH Program (and selected enhanced membership benefits) from the date of acceptance of your application by HotelREZ until 31 December 2027. Payment of fees for any program or additional service shall entitle you to receive the benefits of such program or additional service for the period set out in the RFP or as otherwise agreed.

GENERAL

World Rainbow Hotels is a program created and operated by HotelREZ Limited, indicative details of which are set out in its marketing materials ("World Rainbow Hotels Program").

In these terms and conditions ("contract"), all references to "Hotel(s)", "you" or "your(s)" shall be deemed to be a reference to the hotel or hotel chain applying to become part of the World Rainbow Hotels Program and, where appropriate, it shall also be deemed to include the hotels, hotel chain or consortium on whose behalf you have so applied or which are intended to benefit from the World Rainbow Hotels Program.

Upon acceptance of your application by HotelREZ Limited (trading as World Rainbow Hotels) ("HotelREZ"), a legally binding contract shall come into effect between you and HotelREZ. You agree to procure that any hotel, group, chain or organization which is intended to benefit from the World Rainbow Hotels Program or on whose behalf you enter into this contract shall undertake to be bound by the terms of this contract as if it were a party. You further agree to procure that any such undertaking shall be assigned to HotelREZ on demand.

As this is a dynamic program, HotelREZ reserves the right to vary the terms of this contract and the contents of the World Rainbow Hotels Program at any time by giving you notice in writing.

TERM, DATA, LIABILITY

- The Hotel authorizes World Rainbow Hotels and HotelREZ Limited both during the Term and after its expiry or termination to use, retain and store any and all data provided to it under or pursuant to this contract by on or behalf of the Hotel ("Data") for: (a) creating and/or managing the Program for itself or for any associated person, network, partner or any other member of the World Rainbow Hotels Program; (b) marketing and/or providing information under or in relation to the World Rainbow Hotels Program to any person; and (c) operating the World Rainbow Hotels Program, including (without limitation) invoicing, making reservations or other transactions, data analysis or otherwise; and (d) any other purpose it shall see fit. Personal data (as defined in the GDPR and other relevant legislation) shall be deal with in accordance with the **data protection addendum** which shall be incorporated into this contract.

- The aggregate maximum liability of HotelREZ under or in relation to this contract, whether in contract, tort (including negligence) or otherwise shall not exceed the annual fees and charges paid to HotelREZ for the year in which the first event giving rise to liability occurred. In no circumstances shall HotelREZ Limited be liable for any loss of profit, goodwill, reputation, revenue, anticipated savings or contracts, or for any indirect or consequential loss. Nothing in this contract shall restrict or exclude the liability of HotelREZ for death or personal injury caused by its negligence, or for fraud.

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- No third party shall have any right to enforce any provision of this contract by reason of the Contract (Rights of Third Parties) Act 1999 and no third party's consent shall be required to cancel or terminate this contract.

JURISDICTION

This contract and all related matters shall be governed by the laws of England & Wales and the English courts shall have non-exclusive jurisdiction.

WARRANTY

HotelREZ gives no warranty that the World Rainbow Hotels Program and related systems and software (including without limitation any marketing services or products) shall operate continuously or in an error-free manner throughout the Term. HotelREZ reserves the right to suspend the operation of World Rainbow Hotels Program and/or any other services at any time. The World Rainbow Hotels Program and other services shall be provided with reasonable skill and care. All warranties and conditions implied by law shall be excluded to the maximum extent permitted by law.

RATES

The Hotel shall honour all rate(s) and contractual commitments as set out in this contract and as outlined to all members, partners and distribution channels under the World Rainbow Hotels Program for the purpose of making hotel reservations during the Term.

- You must load all accepted rates into the GDS and open access under the appropriate rate codes, with the agreed commission levels within two weeks of notification of acceptance of this contract.

- You may pre-load rates. But if you or any Hotel on whose behalf you are entering into this contract is not accepted into, or is removed from, the Program, you must remove the applicable rates from the GDS* immediately upon notification of decline or removal.

- The World Rainbow Hotels' rates must NOT, under any circumstances, appear in the GDS if no payment has been made for the Hotel to be in the Program, if no application or no or insufficient details were submitted, or if the Hotel was rejected or removed from the Program. This is known as "squatting". Hotels found to be "squatting" must remove World Rainbow Hotels' rate plans from the GDS immediately upon notification from World Rainbow Hotels and shall incur a fee of 1000 USD, which shall be payable within 14 days of invoice. In such circumstances, if the Hotel is part of a chain, World Rainbow Hotels reserves the right to require you to remove the entire chain from the World Rainbow Hotels Program (including any enhanced membership program, other program or services).

OUT & ABOUT

Out & About by World Rainbow Hotels must be available at each hotel's Front Desk and be provided to World Rainbow Hotels' guests on request. Out & About shall provide useful and practical information of the hotel's local LGBT (Lesbian, Gay, Bisexual and Transgender) scene. Its design and content is left up to the discretion of the Hotel but must display a World Rainbow Hotels' branded logo. The Hotel shall upload Out & About on their Hotel profile page on World Rainbow Hotels' website. World Rainbow Hotels reserves the right to exclude or remove hotels that do not comply with this standard from its Program.

INFORMATION

The Hotel undertakes to notify its chain, owners, consortia to which it belongs, affiliates and any other party which is intended to benefit under this contract of these terms and conditions and, specifically, to ensure that they shall be bound by its terms.

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ROOM GUARANTEE POLICY

Guests confirmed at the World Rainbow Hotels' rate must not be refused a room. Notwithstanding the foregoing, in the event the Hotel has exhausted all other options and a room is refused to a guest confirmed at the World Rainbow Hotels' rate, the Hotel shall: a) find and pay for room and taxes for the first night at a comparable hotel nearby b) provide transportation to that hotel, c) pay for one long- Distance phone call, and d) provide transportation back to, and a room at, the Hotel on the following day if the reservation is for multiple days and shall honour the World Rainbow Hotels' rate (or if unable to do so on the following or any subsequent day, shall follow the procedure set out in this paragraph as if it were the first day).

BILLING

You agree to pay all invoices due under this contract regardless of changes in ownership or chain affiliation. Once the RFP submission has been received, it may not be cancelled or terminated without payment in full of the related fees.

CANCELLATION OF CONTRACT

This contract shall commence on the date on which World Rainbow Hotels accepts your application and shall continue until 31 December, and thereafter from year to year until terminated in writing by either party giving the other not less than 14 days' notice in writing, such notice to expire on the next 31 December ("Term"). Cancellation or termination shall not release the Hotel from any obligations (as to payment or otherwise) which have accrued before the date on which the cancellation takes effect. HotelREZ shall have the right to refuse the application of any Hotel or individual hotel within a group, for the World Rainbow Hotels Program. HotelREZ shall further have the right to terminate this contract at any time in its entirety or in respect of any one or more hotel if, in HotelREZ's absolute discretion, such hotel(s) shall fail to comply with the requirements of the World Rainbow Hotels Program. In such circumstances, no refund of the Membership or other fees shall be made.

CONTENT

- Listing on any distribution system will be taken directly from information provided by you or on your behalf on the RFP, via GDS and may be edited by our team of content writers. It is your responsibility to ensure that all information provided is accurate and submitted as outlined on the RFP.
- You must provide high resolution images if requested. We shall have the right to request you to supply World Rainbow Hotels with further pictures and logo to support its social media and internet platforms, as well as for marketing and communication campaigns.

COMMISSION

- Hotels pays standard GDS commission to Travel Agency.
- World Rainbow Hotels does not charge any commission, nor transaction fee on GDS bookings.

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Hotels submitting the World Rainbow Hotels consortia program contract agree to the terms and conditions set out in this contract.

You hereby warrant and undertake that: (a) information provided under or in relation to this contract is true, complete and accurate, and will be for the duration of the Term and (b) the person named below is your authorized signatory and is authorized to bind you and any other persons on whose behalf he purports to act.

Authorized Signature _____ Date _____

Authorized Signer Name _____

Authorized Signer Title _____

Authorized Signer Email Address _____

Authorized Signer Direct Telephone Number _____

WRH PROGRAM QUESTIONS:

Please complete the WRH 2027 RFP Questions and return it (in excel format) to info@worldrainbowhotels.com together with this contract.

Hotel shall return the present contract (and the questions if applicable) by email or post mail to WRH Representative:

WRH Representative Name: _____

WRH Representative Post-mail Address: _____

WRH Representative Signature: _____

You must keep the original contract (and original signature) on file and produce it to HotelREZ Limited upon demand at any time during the Term.