

## SECTION I – GENERAL CONDITIONS - TOUR OPERATOR RESQUEST CONTRACT

### ARTICLE 1 – PURPOSE OF THE CONTRACT

By means of this contract, the SUPPLIER, under the general conditions of this section and the special conditions set out above in section I, asks the TO, who agrees thereto under the same conditions, to market the tourism products of the SUPPLIER operated directly by the latter under one or more of the chains of the Pierre & Vacances Center Parcs Group (« Pierre & Vacances », "Pierre & Vacances Premium", "Pierre & Vacances Villages", "Adagio" and as well as the tourism products that are indirectly operated by the franchisee network of PV a franchisee under the "Pierre & Vacances" and "Pierre & Vacances Premium" brands.

The tourism products assigned to the TO for the purposes of this contract consist of a series of accommodation units for a fixed period, as fully set out below under the Special Conditions, intended for individual customers. In the event of marketing to "Group" customers, it is specified that "Group" means a set of participants comprising a minimum number of 20 people or representing 5 accommodation units and 20 people for additional services.

### ARTICLE 2 - MARKETING CONDITIONS

#### 2.1 Definition of the services

The services (accommodation, transport, restaurant, shows, etc.) covered by this contract are defined under the Special Conditions.

All services must be performed in compliance with this contract. Any service not provided for under the Special Conditions but performed during the validity of this contract shall be the responsibility of the TO under the conditions set out in Article 8 below.

#### 2.2 - Marketing

The TO shall market the accommodation units under its sole responsibility, in accordance with the general and special conditions set out in this contract and with the regulations and customary practices applicable in the profession by means of:

publication and distribution by all advertising media (posters, catalogues, websites, etc.) that it may deem relevant, subject to compliance with the provisions below;

assistance from its distribution network which markets its own tourism products and for which it shall be answerable under all circumstances.

In connection with the use of the above resources, the TO shall alone be liable under civil and criminal law for the accuracy and veracity of all details, depictions and information contained in all brochures, publications, communication or advertising media drawn up in this connection, and shall be personally answerable for any misleading or deceptive advertising.

#### 2.3 – Geographical area

The TO is authorized to promote the properties where the intellectual rights belong to the SUPPLIER within the country source markets mentioned in the special conditions.

The addition of any new country requires the agreement of the SUPPLIER.

#### 2.4 – Essential and determining conditions:

##### 2.4.1 - Exclusivity

The TO expressly declares acknowledging the SUPPLIER as its exclusive supplier for the marketing of the tourism products of the SUPPLIER. Consequently, the TO may only carry out such marketing outside the framework of this contract with prior, express and written agreement from the SUPPLIER.

The SUPPLIER agrees to this clause, on the essential and decisive condition for its agreement that the TO shall guarantee the integrity and respectability of any assignees and shall take responsibility, firstly, for compliance by the latter with the conditions of this contract, which it shall make enforceable upon them, and secondly, for the actions of the latter within the framework of their marketing.

##### 2.4.2 - Assignment of tourism products

The TO may assign or transfer all or part of the tourism products from the SUPPLIER specified under the Special Conditions to any third party to this contract, such as tour operators and travel agencies which purchase such products with a view to reselling them.

##### 2.4.3 - Compliance with price rates

The price rates transmitted by the SUPPLIER for accommodation units consist of price rates in Euros, considered to be inclusive of all taxes (with the exception of tourist tax), for each period included in the season indicated in the Special Conditions.

The financial and commercial consequences of any discrepancy ascertained between the price rates offered by the SUPPLIER and those offered by the TO in its brochure or in any other media for which it is responsible, in particular any media issued by its distribution network, shall be borne in full by the TO. In this respect, the TO acknowledges having received all public price rates for accommodation units transmitted by the SUPPLIER and being fully aware thereof.

The effects of any legal or regulatory changes leading to price changes (notably a change in the rate of VAT, the introduction of new taxes, etc.) shall be borne by the TO.

In the event of marketing to "Group" customers, the times for gaining access/vacating accommodation and provision/return of keys are defined under the Special Conditions. In the event of failure to vacate the accommodation being ascertained by the SUPPLIER, the latter will invoice an additional night to the TO for each 24-hour period.

In the event of changes to these conditions (airport taxes, fuel prices, etc.) these prices may be altered to take account of such change, and the invoice altered accordingly.

The effects of any legal or regulatory changes leading to price changes (notably a change in the VAT rate, the introduction of new taxes, etc.) shall be borne by the TO.

##### 2.4.4. Publication of Intellectual Property elements

Within the framework of the performance of its duties, the TO may distribute and/or publish, either personally or through its distribution network, the intellectual property elements provided by the SUPPLIER (such as photos, brands and logos, descriptions of tourism products, etc.) transmitted to it by the SUPPLIER and in strict compliance with the following conditions:

- any publication or distribution of photographs must be carried out exclusively for the purposes of illustration and promotion of the tourism products of the SUPPLIER in the promotional materials of the TO falling within the framework of this contract.

- Any use of intellectual property elements for other purposes is strictly forbidden.

- The TO may only illustrate or promote the tourism products of the SUPPLIER using the intellectual property elements transmitted by the latter, excluding certain elements, unless otherwise specifically agreed in the Special Conditions.

- Any distribution or publication in any form whatsoever must include the legal information transmitted by the SUPPLIER (photo credits in particular).

- Reproduction of logo(s) must comply with the colours and dimensions attached to the models presented by the SUPPLIER, and more generally any additional instructions as communicated by the SUPPLIER;

Under all circumstances, any publication or distribution of the intellectual property elements must receive express prior authorisation by means of "ready for press" approval issued by the SUPPLIER, to which may be attached if necessary, concomitantly with or subsequent to its issue, any corrections or restrictions the SUPPLIER may deem useful or necessary.

- The SUPPLIER reserves the right to carry out any check it may deem necessary or appropriate regarding the conditions and use of the intellectual property elements forwarded to the TO. In the event that the TO should fail to comply with the conditions for authorisation of use, publication and/or distribution set out in this contract, it may be notified by the SUPPLIER of a ban on publication or obligation to immediately cease using the intellectual property elements in question in its promotional materials, without prejudice to any damages.

- It is strictly forbidden for the TO to sell to any person whatsoever and in any form whatsoever the photographs forwarded by the SUPPLIER.

- The use, distribution or publication of the intellectual property elements of the SUPPLIER in the TO's catalogue and/or any communication or advertising materials for which it is responsible, is only authorised under this contract for the duration thereof.

- The SUPPLIER reserves the right to claim damages from the TO for harm suffered in the event that photo credits are not included or in the event that the TO does not comply with the conditions for authorisation of use, publication and/or distribution set out in this contract.

#### 2.4.5 - Joint provisions

Compliance by the TO with the provisions stipulated under paragraph 2.3 constitutes an essential and decisive condition for entering into this agreement, whereby failure to respect this condition may lead, at the SUPPLIER's discretion, by operation of law and without formal notification, to termination of this agreement and the Special Conditions, without prejudice to any other damages.

#### 2.4.6 – Impossibility to provide accommodation units

In the exceptional case where THE SUPPLIER is unable to provide the accommodation units and/or services covered by the Contract, THE SUPPLIER will advise the TO of this situation.

In these cases, THE SUPPLIER is committed to making the best efforts to find a reasonable alternative to the customer in terms of equivalent quality and location according to the individual situation.

### ARTICLE 3: ACCOMMODATION UNIT PROCEDURES.

Within the framework of marketing the accommodation units of the SUPPLIER, the TO undertakes to apply the booking rules defined in the Special conditions.

### ARTICLE 4: CANCELLATIONS/CHANGES

The procedures for cancellations, changes and compensation of the Supplier are set out under the Special Conditions.

### ARTICLE 5 - BOOKING CONDITIONS

Within the framework of the performance of its duties, the TO shall refrain from offering accommodation units for rent to numbers of persons larger than that for which they were designed, as specified in the Special Conditions.

Note that these accommodation units are not classified as a holiday and leisure centre under the Decree No. 2002-883 dated May 3, 2002, and are not adapted for collective stays away from the family home for minors aged under 18 and unaccompanied by their parents or legal guardians, except for the tourist residences listed in Appendix 3. Therefore the TO is prohibited from marketing any accommodation units not listed in Appendix 3 to this type of clientele. The TO undertakes to complete all the necessary administrative and legal formalities prior to the arrival date of clientele in this category.

The TO shall be personally liable both with regard to its own actions and those of its distribution network, for the conditions of sale offered to its customers, for the content and conditions under which any reservation or rental contract with such customers is entered into, and for compliance of these conditions with the applicable legal provisions under Consumer Law.

The TO undertakes, both personally and through its distribution network, to inform all customers that they may be asked to pay a deposit on arrival at the site. This deposit is intended to indemnify, subject to any supplementary measures, the SUPPLIER, for any damage and/or disturbance of any kind whatsoever for which the TO's customers may be responsible, both in the private and common areas of the building or even within the resort more generally. The deposit will be refunded at the end of the stay after inspection of the apartment. The times for gaining access/vacating accommodation and provision/return of keys are defined under the Special Conditions. In the event of failure to vacate the accommodation being ascertained by CP, the penalties invoiced to the TO may not be less than an additional night per period of 24 hours and shall be defined in the Special Conditions.

### ARTICLE 6: CUSTOMER CLAIMS

In the event of customer claims or legal disputes, the TO shall assume direct responsibility for the amicable or legal settlement thereof, as well as any further consequences arising therefrom.

The SUPPLIER shall provide the TO with any details at its disposal which may be necessary or useful with regard to settling such legal disputes within a period of 21 days from receipt of the TO's request, on condition that the latter contains all information relating to the scope of the said claim and its merits, the name of the customer, the location and date of the stay, and the type of apartment booked, within a maximum of two months after the end of the stay undertaken by its customers. Should the TO settle the legal dispute by means of compromise, it must inform the SUPPLIER thereof. In the event of a legal dispute arising from a fault of the SUPPLIER, any transaction made by the TO awarding the customer compensation in kind or in cash must be agreed by the SUPPLIER before any final conclusion. Failing such agreement, the TO shall bear the cost of the said transaction alone.

Irrespective of the conditions of amicable or legal settlement operated by the TO in respect of its customers, legal disputes or claims by customers may not under any circumstances give rise to a deduction from the sums owed to the SUPPLIER through the application of payment discounts. Such legal disputes may only potentially concern subsequent credit, in the event that the legal disputes arises from a fault by the SUPPLIER and subject to compliance by the TO with the provisions set out above.

The TO undertakes to send a quarterly summary of all legal disputes, specifying the name of the customer, the week of the booked stay, the site concerned, the subject of the legal dispute, and the amount allocated in order to settle the dispute.

The TO expressly authorises the SUPPLIER, within the framework of claims issued by the TO's customers, during their stay, directly with the Residence or hotel, to conduct or obtain, in its name and on its behalf, any transaction and any amicable settlement with the said customers, on the condition, firstly, that the amount of compensation does not exceed 30% of the total amount of the stay including all taxes invoiced by the SUPPLIER to the TO, and secondly, that the claim arises from a fault by the SUPPLIER. The compensation to be paid by the SUPPLIER shall then be made by way of deduction from the amount stipulated in the invoices referred to in the article below, without prejudice to any other action by the TO for reimbursement of this sum.

### ARTICLE 7: DISCOUNT – PAYMENT

#### 7.1 - Discount

In return for the performance of its marketing duties, the TO shall benefit from a discount, inclusive of all taxes, on the revenue at the marketing price rate of the SUPPLIER which the TO undertakes to transfer to the SUPPLIER as and when sales are generated.

#### 7.2 - Invoicing and payment

The SUPPLIER shall send the TO invoices including for each accommodation unit rented: the description of the unit / the gross price incl. VAT / the net price incl. VAT (minus the discount) payable to the SUPPLIER and the VAT payable on this net amount not including taxes / the due date for payment / the bank details.

Irrespective of the conditions agreed by the TO to its customers, the due date for payment of invoices is agreed, unless otherwise stated in the Special Conditions, as the date of issue of the invoices;

The conditions of payment of invoices are specified under the Special Conditions.

Invoices having the same due date shall be settled by bank transfer, attaching a list of the paid invoice numbers. In the event of failure to meet the due dates for payment, late-payment interest corresponding to three times the legal rate of interest per month and a lump-sum compensation charge of €40 shall be payable by operation of law by the TO, without prejudice to the SUPPLIER's right to claim additional compensation where the recovery costs incurred prove to be higher, with any 30-day period entered into being payable. No discount for early payment.

Furthermore, in the event of failure to pay a single invoice more than eight days after the relevant due date, the SUPPLIER shall be entitled to refuse to allocate accommodation units to customers, or any future booking, and terminate this contract under the conditions set out in Article 8.2. By way of application of the Special Conditions, the TO may be required to make pre-payments or instalment payments. The SUPPLIER may send a summary of invoices at the request of the TO.

#### 7.3 Invoicing disputes

In the event of a dispute regarding the amount of an invoice, the TO undertakes to pay the SUPPLIER the full amount of the invoice within the agreed deadlines. Any claim beyond these deadlines shall not be taken into account. Once the claim has been processed, the SUPPLIER shall where applicable issue a credit note which may be deducted from the next payment.

### ARTICLE 8: SERVICES ORGANISED BY THE TO

The TO may wish to organise services directly. The TO shall remain the sole and exclusive organiser. It shall perform or have the service(s) performed at its own risk in terms of their fulfilment and the behaviour of any person involved therein.

The TO shall take responsibility for compliance with all laws and regulations applicable to the service(s), in particular rules applicable in respect of health and safety, and shall be required to immediately provide evidence of this to PV if so requested; it shall ensure the procurement in particular of any administrative or other authorisations required for completion of the additional service(s). The TO shall not be entitled to organise services related to music or photo/video-reports.

### ARTICLE 9 – STAYS / TRIPS ABROAD

For stays/trips abroad, the TO must ask participants to check the validity of their identity cards or passports, and insurance policies. Occupancy of accommodation shall depend on flight arrival/departure times. The TO shall ensure that foreign citizens taking part in the stay contact the consulates of each country to obtain information concerning any required visas.

### ARTICLE 10 - DURATION & ENFORCEABILITY

#### 10.1 - Entry into force - Renewal of this agreement

All the General and Special Conditions are considered to be indivisible and are concluded concomitantly, and they shall enter into force on the date indicated in Article 8 of the Special Conditions.

Unless these General Conditions are amended, this new contract shall arise solely from the signing of new Special Conditions, this agreement then remaining in force.

#### 10.2 – Termination

Should either of the Parties fail to meet any of the obligations provided for under this agreement the other Party shall be entitled to bring this Contract to an end unilaterally, without prejudice to any other damages, after formal notification, sent by registered letter with acknowledgement of receipt, has remained without effect for eight days. This contract may also be terminated at the request of the SUPPLIER in the event that the TO's travel agency licence is withdrawn or not renewed or its professional indemnity insurance policy is terminated.

### ARTICLE 11: PERSONAL DATA

PV in its capacity as subcontractor (hereafter known as the "Subcontractor") accepts and imposes on any person, acting under its authority, the following:

#### PROCESSING RESTRICTIONS

The Subcontractor shall ensure that all Data of the TO which it accesses and processes in the framework of its relationship with the TO are exclusively on behalf of the latter (or according to its instructions), in accordance with this Contract, the instructions of the TO from time to time and the laws in force applicable to data transactions, including – but without this being restrictive – to Regulation 2016/679 of the EU and the Data Protection Act or any other legislative corpus that would prevail. If it is unable to comply with this for any reason whatsoever, it accepts to inform the TO of its inability as soon as possible.

### PV DISTRIBUTION

Nonetheless, if a processing is imposed by the privacy laws to which PV is subject, it must inform the TO of this legal or regulatory requirement, insofar as allowed by law, before proceeding.

**CONFIDENTIALITY – EXCLUSIVE OWNERSHIP**

The Subcontractor considers as “confidential” and falling under the field of application of professional secrecy, to which it is bound, information of any kind: written or verbal, which it would be called on to know during the performance of the contract.

It shall not transfer or disclose any professional data (in full or part) to a third party, unless otherwise specified by law, and shall not process or use any of the TO’s personal data for its own purposes or for its own benefit.

PV may only access and process the TO’s data to fulfil its obligations in virtue of contracts existing between it and the TO or according to the instructions of the latter, unless the processing is imposed by privacy laws to which PV is subject; in the latter case, PV must inform the TO of this legal or regulatory requirement, insofar as allowed by law, before proceeding.

The duty of confidentiality of PV shall continue after expiry hereof, as long as the said information has not been made public by the TO.

The Subcontractor (i) shall obtain no right over the TO’s data by fulfilling its contractual commitments, (ii) shall obtain no right over the results of the processing implemented on behalf of the TO.

**AUTHORISED PERSONS AND TRAINING:**

The Subcontractor must ensure that only its staff or authorised persons who have a legitimate need in order to fulfil the obligations weighing on it, shall have access to the TO’s personal data and that this access is limited to specific categories of personal data of the latter strictly necessary for the performance of the Subcontractor’s tasks in virtue of the contract.

The Subcontractor shall take all measures to:

- Ensure that its staff or authorised persons have been informed of the processing terms agreed with the TO and that it does not process these data, except on instruction of the processing manager, unless obliged to by the law of the European Union or the law of a member State,
- That its staff or authorised persons are recipients of the TO’s personal data processing instructions and that they shall comply with these, and
- That its staff or authorised persons are committed to respecting the confidentiality of the data or are subject to an appropriate legal duty of confidentiality.

**DATA PROCESSING SECURITY**

Throughout the duration of the TO’s data processing, the Subcontractor must:

- (1) With regard to the risks linked to the processing, the kind of data to protect and the implementation costs, the Subcontractor takes the appropriate technical and organisation measures to ensure a level of security appropriate to the risk and protects TO’s personal data against any breach.

The security measures to be adopted by the Subcontractor include, without however being limited:

- Reasonable measures to ensure the reliability of any member of its staff and contributors assigned to performing the Contract and who have access to PV’s personal data;
- The deployment of coding and pseudonymisation tools (insofar as possible and except where these tools are supplied/the data communicated by the TO in this form) of the TO’s data;
- All appropriate measures to ensure its capacity in terms of the resilience of the systems and services processing the TO’s data as well as the premises in which these data are processed;
- All appropriate measures to maintain its capacity in ensuring the confidentiality, integrity, availability, resilience and accessibility of the data, in good time and whatever the nature of the incidents;
- Regular and secured saving of all of the TO’s data in its possession or under its control;
- A process allowing to regularly test and assess the effectiveness of the technical and organisational measures and to correct observed failures; and
- To take any other measure required by privacy protection laws.

- (2) Take the appropriate measures in the event of a security breach of the personal data:

In the event of a personal data breach leading, accidentally or unlawfully to the destruction, loss, alteration, unauthorised disclosure of personal data passed on, retained or processed in another way, or the unauthorised access of such data, the Subcontractor undertakes to take all necessary measures to reduce any immediate and potential risk for the persons concerned.

It must thus quickly supply the TO with a written notice relating to any Data breach of this which it processes, from awareness of them and within a maximum of twenty four (24) hours after the discovery of this breach.

This notice must, in a reasonably detailed way, describe the nature of the personal data breach including, if possible, the categories and approximate number of persons concerned by the breach and the categories and approximate number of personal data registration concerned; describe the probable consequences of the breach of personal data; (d) describe the measures taken or that the Subcontractor proposes to take to remedy the personal data breach, including, if applicable, measures to reduce potential negative consequences of this and any element allowing the TO to take measures proportionally to the identified risk.

If it is not possible to supply all of this information at the same time, it must be done in stages, without unwarranted additional delay, within a period of forty eight (48) hours after the discovery of this breach.

The notice must also communicate the name and contact details of the Data Protection Delegate or manager in charge of data protection at the Subcontractor’s, another point of contact from which additional information can be obtained.

The Subcontractor must keep a register of any known or suspected breach to the personal data linked to the TO’s staff, in accordance with the business practices accepted in the industry. The Subcontractor must make these registers reasonably accessible to the TO.

The Subcontractor must not publish any press release or any other public notice relating to a suspected or real security incident involving the TO’s personal data without the prior approval of the latter, unless the law demands otherwise.

**ASSISTANCE WITH LEGAL COMPLIANCE:**

The Subcontractor must take all measures reasonably requested by the TO to help this to comply with its legal obligations and that are affected by the intervention of the Subcontractor (notably as to the security and rights of the persons concerned, the notification and communication of data breaches, the keeping of Impact Analyses relating to data protection, the prior consultation, responsibility or other obligations applicable to the TO in virtue of privacy protection laws or legitimate agreements with other parties, concerning the processing of personal data in virtue of this Contract).

The Subcontractor undertakes to respond with diligence to any legitimate request for assistance by the TO in this framework.

If applicable, it keeps a register of all categories of processing activities carried out on behalf of the TO in accordance with article 30 § 2 et seq, and undertakes to cooperate with the competent supervisory authority and on request, to keep the register at its disposal.

At the request of the TO and considering the nature of the processing and information at its disposal, it helps the latter to provide proof of compliance with the obligations regarding data protection, notably in the framework of an impact analysis relating to data protection and shall allow the conducting of audits by the TO or another auditor, subject to an obligation of secrecy and chosen by the TO and shall contribute to this.

It undertakes to cooperate with the TO in order to issue the legal information required by the persons concerned relating to all processing that it implements on behalf of the TO, and generally speaking to guarantee the compliance with legal and regulatory provisions relating to data protection.

It communicates as soon as possible and with swiftness allowing the TO to fulfil its legal obligations relating to any restrictive request to disclose personal data from a law enforcement authority, unless specified otherwise, such as a prohibition of a criminal nature aimed at protecting the secrecy of a police investigation.

**PROCESSING OF SPECIAL CATEGORIES OF PERSONAL DATA**

The Subcontractor shall not process and the TO shall not supply any personal data revealing the racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data with the aim of uniquely identifying a natural person, data relating to health or data concerning the sex life or sexual orientation of a natural person in a way that is non-compliant with the RGPD or other governing laws regarding privacy protection.

**ASSISTANCE TO ANSWER REQUESTS AND INFORMATION REQUESTS**

The Subcontractor must comply promptly with any request from the TO concerning the access, modification, transfer or deletion of the TO’s Data, unless if the law provides otherwise, or if a competent public authority requests it.

The Subcontractor must inform the TO quickly, and in any case within one (1) working day following receipt by the Subcontractor at the latest:

- (i) Of any request for information, application or complaint received by the Subcontractor coming from a concerned person relating to his/her personal data, including, but without being limitative, access, correction, deletion and portability requests; the Subcontractor must not answer such requests unless expressly authorised by the TO or obliged by an imperative legal provision;
- (ii) Insofar as allowed by law, any legal or administrative order, request, mandate, citation to appear or any other request from a governmental authority requesting access to the TO’s Data or their disclosure.

Furthermore, the Subcontractor must fully cooperate with the TO (i) insofar as allowed by the Law if the TO wishes to limit, contest or protect its data against such access or disclosure and the Subcontractor must help the TO by implementing appropriate technical and organisation measures, insofar as possible, and (ii) to meet the requests of the person concerned or the governmental authority.

Before any intervention on the TO’s data – which it would be ordered to do by Law, or by a competent authority or a person concerned – and notably any definitive deletion or other procedures harming the availability and integrity of the entirety of the TO’s Data, the Subcontractor shall warn it (unless legally specified otherwise) by respecting a reasonable notice period, to enable the TO to take any decision and appropriate measure to safeguard its interests.

**Article 12: INSURANCE AND LIABILITY**

The SUPPLIER confirms it is insured with a reputable insurance company in respect of any risk inherent in its activities.

The SUPPLIER also confirms that it is in compliance with all laws, regulations and standards applicable to its activities.

The services provided in Hotels and Hotel Residences fall under the liability of the hotel operators as defined in the Civil Code. The liability of the SUPPLIER shall be limited to the conditions stipulated in Articles 1952 et seq, of the Civil Code. All services provided in Tourist Residences fall outside the field of application of the hotel operators’ liability. The SUPPLIER cannot be held liable in the event of loss, theft or damage to materials which are the property of the TO or of its members, whether in apartments or car parks, premises placed at their disposal, or shared premises (bicycle shed, etc.).

The TO undertakes to purchase all appropriate forms of insurance, notably a special policy covering the financial consequences of its professional liability which may arise from this agreement, such that the SUPPLIER shall never be troubled or targeted in this regard. Indeed, the TO shall be solely and directly responsible for any damage caused by its actions and/or those of the participants, whether with regard to the SUPPLIER and its beneficiaries or with regard to any third party to this agreement. In this regard, it will be responsible in particular for undertaking, at its own expense, any repairs required on the sites covered by this contract.

**ARTICLE 13: ASSIGNMENT OF THE CONTRACT**

This Contract is concluded intuitu personae by the SUPPLIER, and may not under any circumstances be assigned or subrogated in any way whatsoever, in whole or in part, without the prior written agreement of the SUPPLIER.

However, the SUPPLIER may assign, transfer or dispose of all or part of its rights and obligations under the Contract to any company over which the Company PIERRE & VACANCES S.A., identified in the PARIS Trade and Companies Register under no. 316 580 869, exercises control (‘control’ as understood by Article L. 233-3 of the Commercial Code), or as a result notably of a merger, demerger, partial transfer of assets, or total or partial sale of its business.

**ARTICLE 14: APPLICABLE LAW – ASSIGNMENT OF JURISDICTION**

For the performance of this contract or any legal notification arising therefrom, each party declares election of domicile at its respective registered office, as detailed at the head of this agreement.

The parties expressly agree that all provisions included in the General and Special Conditions of this contract shall be subject solely to the relevant French national legislation. In the event of a legal dispute concerning either the validity, interpretation, or performance of this contract or their subsequent agreements, or the liability of the parties, it is hereby agreed to grant exclusive allocation of jurisdiction to the competent court in PARIS.

**ARTICLE 15**

It is expressly stipulated that by signing this contract (General and Special Conditions) the parties agree to all clauses, and that all amendments, deletions or additions of clauses by any means whatsoever shall be considered null and void without prior agreement.

**PV DISTRIBUTION**