

SECTION I – GENERAL CONDITIONS – TOUR-OPERATOR REQUEST 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 Aparthotel ») 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 will have to answer personally for any infraction, in particular false or misleading 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.

Any marketing outside of this shall be subject to express prior agreement from 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.

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 **TO** will, under its exclusive responsibility, communicate and post rates in compliance with the current regulations in force.

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.

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

The **TO** shall be personally liable for its personal actions and for the actions of its distribution network, for the terms and conditions of sale offered to its customers, the content and conditions of entering into any booking or rental contract with said customers, as well as for their compliance with the provisions of consumer law.

5.1 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.

5.2 The **TO** is informed that the accommodation units are not part of a holiday or leisure centre, within the meaning of Decree No. 2002-883 of 3 May 2002, and are not suitable for group stays outside the family home of minors under 18 years of age, unaccompanied by their administrators or legal guardians.

The **TO** shall therefore refrain from marketing the **SUPPLIER**'s accommodation units to this type of clientele. In the event of non-compliance, the **SUPPLIER** reserves the right not to provide the services and/or may cancel the reservation with immediate effect and/or terminate the stay with immediate effect, to the sole detriment of the **TO**, which will then bear all the financial consequences caused by the said cancellation.

Notwithstanding the foregoing, the **TO** may make a specific booking request to the **SUPPLIER**, subject to the latter's full discretion to accept or refuse the said request. In the event that the **SUPPLIER** accepts the said specific booking request, the **TO** undertakes to ensure that all the necessary administrative and legal formalities are completed before the start date of the customer's stay.

Pursuant to the provisions of Article R-227-1 of the French Family and Social Welfare Code, the provisions of Article 5.2 are not applicable to stays directly related to sports competitions for licensees who are minors organised by approved sports federations, their decentralised bodies and clubs affiliated to them under the conditions provided for by the French Sports Code. In the event of a booking for this reason, the **TO** shall be personally responsible for and remain solely liable for compliance with all applicable laws and regulations and in particular for checking the administrative documents that have to be provided by its customers for any reservation made hereunder. Consequently, the **SUPPLIER** reserves the right to refuse access to the accommodation that has been booked in breach of this requirement and to cancel the stay immediately. Under the same conditions, the **SUPPLIER** may cancel the booking at any time before the start of the stay, if it finds out that the accommodation is intended for minors under the age of 18 outside the scope of Article R-227-1 of the French Family and Social Welfare Code. In this case, any cancellation or refusal of access to the accommodation shall be due to the exclusive fault of the **TO**, which shall then bear all the financial consequences caused by the said cancellation.

PV DISTRIBUTION

Société anonyme au capital de 6.055.934 € - L'Artois, Espace Pont de Flandre, 11 rue de Cambrai, 75 947 PARIS CEDEX 19, Identifiée sous le No. 314 283 234 RCS PARIS - Immatriculation au registre des opérateurs de voyages et de séjours IM07511002
Garantie financière : APSI - 15 avenue CARNOT - 75017 PARIS
RCP : RSA Immeuble Pacific, 11-13 Cours Vainoy 92977 PARIS LA DEFENSE

5.3 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 the **SUPPLIER**, the penalties invoked 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 arise 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 - 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 10.2. 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**.

If the **TO** issues a commission invoice and/or marketing fund invoice, the payment due date is set at forty-five (45) days from the date of issue of the invoice. This payment deadline shall apply to any invoice issued by the **TO**.

7.2 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 DISTRIBUTION, a limited company with capital of €6,055,935, whose registered office is situated L'Artois, Espace Pont de Flandre, 11 rue de Cambrai, 75947 PARIS CEDEX 19, identified under No. 314 283 326 Paris Trade and Companies Register, registration in the tour operators and stays register IM075110024, in its capacity as processing manager processes personal data to put in place and perform a contract or pre-contractual measures at the request of the TO.

The processing conditions are described in the appendix to this document.

In general, the Parties declare to be in compliance with the provisions of Regulation (EU) 2016/679 of April 27, 2016 relating to the protection of personal data and Law 78-17 of January 6, 1978 as amended relating to the information technology, files and freedoms, and any other applicable legal or regulatory provision relating to the Protection of personal data.

In general, the Parties undertake to cooperate in order to guarantee compliance with the legal and regulatory provisions relating to data protection.

11.2/ Rights and obligations of the TO

The TO, in its capacity as responsible for the processing of personal data and which it entrusts to the Subcontractor for processing, undertakes to:

- Adopt all technical and organizational measures to guarantee compliance with regulatory requirements regarding the protection of Personal Data and according to the rules of the art relating to the level of security and confidentiality of the Personal Data processed;
- Cooperate with its Co-contractor in order to enable it to fulfill its legal and regulatory obligations relating to data protection which depend in whole or in part on it;
- Where applicable, keep a register of the processing activities implemented;
- To only transmit to the Subcontractor data that it has collected in a fair and lawful manner and for which it has previously informed the persons concerned in order to ensure peaceful processing by the Subcontractor.

11.3/ Rights and obligations of the co-contractor

PV, in its capacity as subcontractor, must provide sufficient guarantees to meet regulatory requirements regarding the protection of personal data. Thus he accepts and imposes on any person, acting under his authority, the following:

- Process the personal data of the TO only for the exclusive account of the latter, within the framework hereof, and on its documented instructions, and inform it as soon as possible of any inability to comply with its instructions to whatever reason. However, if processing is imposed on the Subcontractor by Union law or Member State law, it must inform the TO before proceeding, unless the law concerned prohibits such information for important reasons of public interest;
- Consider as "confidential", and falling within the scope of professional secrecy to which he is bound, information of any nature, written or oral, that he may become aware of during the execution of the contract. The Service Provider's obligation of confidentiality and non-disclosure to Third Parties will continue after expiration hereof, as long as said information has not been made public by the TO;
- Guarantee that access to TO data can only be done by identified and authorized personnel, correctly informed of the instructions issued by the TO. The Subcontractor undertakes to train its staff in the protection of personal data and to periodically communicate to them relevant information on the applicable requirements and their updates;
- Help the TO, at its request, to provide proof of compliance with data protection obligations, in particular in the context of an impact analysis relating to data protection
- Adopt all technical and organizational measures according to the rules of the art relating to the level of security and confidentiality of the Personal Data processed to guarantee compliance with regulatory requirements regarding the protection of Personal Data, and in particular to fight against in order to protect personal data against accidental loss, alteration, disclosure to unauthorized third parties.

f) In the event of a personal data breach resulting, accidentally or unlawfully, in the destruction, loss, alteration, unauthorized disclosure of personal data transmitted, stored or otherwise processed, or unauthorized access to such data, it undertakes to take all necessary measures to mitigate any immediate and potential risk for the persons concerned and notifies the data breach to the TO as soon as possible and without exceeding a maximum period of twenty-four hours after the discovery of this violation. The notification must describe the nature of the violation, its probable consequences, the measures taken by the Subcontractor and any element enabling the TO to take measures proportionate to the identified risk and cannot, without prior, express and written authorization from the TO, be communicated to Third Parties. The TO may require additional necessary information.

g) Authorize and contribute to the carrying out of audits, within the limit of one per year, on the processing and systems allowing their carrying out, by the TO or another auditor, subject to an obligation of secrecy and chosen by the TO. In the event of a failure or breach likely to cause harm to the persons concerned, identified during the audit, the Subcontractor expressly undertakes to implement the necessary corrective measures, at its expense and within the deadline notified by the TO. When the failures – particularly in terms of security and confidentiality – are sufficiently serious to expose the rights and freedoms of the people concerned or to expose the TO to the risk of conviction, the latter has the right to terminate the contract, without notice. The conditions of the audit will be defined by contract prior to the operation;

h) Not transfer, without the express prior written consent of the TO, data outside the European Union;

i) Keep available to the TO a register of all categories of processing activities carried out on its behalf, in accordance with Article 30 § 2;

j) Cooperate with the TO in order to provide legal information to all persons concerned on all processing implemented by the Subcontractor on behalf of the TO, and in general to guarantee compliance with legal and regulations relating to data protection;

k) Communicate as soon as possible and with a speed allowing the TO to fulfill its legal obligations, any binding request in particular for disclosure, modification or deletion of personal data emanating from a law enforcement authority, unless otherwise provided by law or regulation, as well as any request for right of access, rectification, opposition, portability or directive after death from a person concerned

l) The contract may not be subject to any modification, assignment, contribution or transfer, in any form whatsoever, in particular for the benefits of a subsequent subcontractor, by the Subcontractor, in the absence of this, having alerted the TO beforehand. The TO has a period of 3 weeks to object, for just cause, to the establishment of the new subcontractor. In the event of opposition, the Parties undertake to communicate in good faith to reach an agreement.

m) Destroy or return the information provided by the TO at the end of the contract, whatever the reason for its termination.

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: ANTI CORRUPTION

Each Party undertakes, both for itself and for all persons under its responsibility or acting in its name and on its behalf, throughout the term of performance of the Agreement, to comply with all applicable local and international anti-corruption laws, regulations and standards.

Each Party warrants that neither itself, nor any person under its responsibility or acting in its name or on its behalf, has granted or will grant any offer, remuneration, payment or benefit of any kind, which constitutes or may constitute an act of corruption or attempted corruption, directly or indirectly, for or in consideration of the award/performance of the Agreement, (hereinafter "Acts of Corruption").

Each Party undertakes to inform the other Party, without delay, of any element brought to its attention and likely to incur its liability under this article.

Each Party shall ensure that an investigation is conducted diligently in the event of any evidence or suspicion relating to an Act of Corruption and shall be reported to the other Party. Each Party reserves the right to request the other Party to provide the information it deems useful to establish that the latter has complied with anti-corruption laws throughout the entire term of the Agreement and for a subsequent period of 5 years after the termination of the Agreement.

Each Party undertakes to provide any assistance necessary to the other Party to respond to a request from a duly authorised authority relating to the prevention of corruption.

Any proven breach by one of the Parties of the provisions of this article shall be considered as a serious breach authorising the other Party, if it sees fit, to terminate the Agreement without notice or compensation, subject to any damages that the Party affected by the breach may claim as a result thereof.

ARTICLE 14: ASSIGNMENT OF THE CONTRACT

This Contract is concluded in/with 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 15: 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 16: SCOPE OF THE COMMITMENT

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.

ARTICLE 17: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and cancel and replaces all declarations, negotiations, undertakings, oral or written communications, acceptances, understandings and agreements previously concluded between the Parties with respect to its subject matter.

ARTICLE 18: ELECTRONIC SIGNATURE

As a proof agreement, the Parties may draw up the Contract on an electronic medium within the meaning of the provisions of Articles 1367 et seq. of the Civil Code and shall be signed by means of a technical process. To this end, the Parties have agreed to give a mandate to a third party company operating an online signature platform to conduct their signature and to keep the present Contract on an electronic medium.

The Parties therefore declare that the electronic version of this Contract constitutes the original document and is perfectly valid between them.

The Parties declare that the Contract in its electronic form constitutes literal proof within the meaning of Article 1367 of the Civil Code and has the same evidential value as a written document on paper in accordance with Article 1366 of the Civil Code and may be validly opposed to them.

Each of the Parties acknowledges that the electronic signature solution offered by a third party company operating an online signature platform corresponds to a sufficient degree of reliability to identify the signatories and to guarantee the link between each signature and this Contract.

The Parties further acknowledge that the requirement of a plurality of originals is deemed to be satisfied when the electronically signed Agreement is drawn up and stored in accordance with Articles 1366 and 1367 of the Civil Code, and that this process enables each Party to have a copy on a durable medium or to have access to it, in accordance with the provisions of Article 1375 of the Civil Code.

By express agreement, the Parties agree to designate Paris (France) as the place of signature of the Contract and the date of signature of this Agreement shall be deemed to be [DATE], notwithstanding any electronic signatures affixed on different dates.

Done in Paris, on Friday, 06 September 2024

In two (2) originals,

PV
(Signature & seal)

The TOUR OPERATOR
(Signature & seal)