

TOUR OPERATOR - TERMS & CONDITIONS

INDIVIDUAL TOURISM CONTRACT 2024 – 2025 - AUSTRALIA

Between

AAPC Limited (Accor) having its registered office at Level 15, 50 Cavill Avenue, Surfers Paradise QLD 4217 from the date of this Agreement to 1 April 2024; and Level 23, 1 Bligh Street, Sydney NSW 2000 from 1 April 2024 onward, registered (ABN87009175820)

Acting on its own behalf and on behalf of the Participating Hotels as defined below). Represented by **Laura Aranja** duly authorised for the purposes hereof.

Hereafter referred to as "Accor"

AND

AUSTRALIA & BEYOND HOLIDAYS PTY LTD (AABH)

Represented by (**Mei Teh**), duly authorized for the purposes hereof. Hereafter referred to as the Client",

Hereafter jointly referred to as "the Parties" and individually as "Party".

The Parties specify hereafter the Special Terms and Conditions applicable to this Individual Tourism Contract (the "Contract"):

RECITALS

The core business of the Client is the sale of travel services, including hotel rooms

The Parties have therefore come together to define the terms and conditions for their cooperation by virtue of this individual leisure clientele hotel distribution contract, in their mutual interest and their mutual rights and obligations.

This Contract is composed of:

1. The Special Terms and Conditions,
2. The General Terms and Conditions.

SPECIAL TERMS AND CONDITIONS

ARTICLE 1 - PURPOSE

The purpose of this Contract is to define the terms and conditions pursuant to which the Client shall sell nights in some of the hotels operated under the ACCOR brands, to a clientele travelling exclusively for tourism (the "Guests").

This Contract shall apply to any Participating Hotel, i.e. any hotel operated under an ACCOR brand, which is mentioned in the list attached to this Contract in Appendix 1 and / or which has entered into an individual agreement with the Client that sets forth the rates applicable to their relationship (a "Rate Agreement").

ARTICLE 2 – TERM OF CONTRACT

This Contract shall come into force on 1/4/2024 (the "Effective date") for an initial term of one (1) year (the "Initial Term"). At the end of the Initial Term, the Contract shall not be renewed tacitly.

The Parties shall meet within the two (2) months prior to the expiration of the Initial Term, in order to redefine the terms and conditions of their possible collaboration for the following year. Any renewal of this Agreement must be approved in a written amendment signed by both Parties.

ARTICLE 3 – PROCEDURE

3.1 Booking channel – FIT (static) rates

Bookings made directly with the Participating Hotel, in writing via email or fax.

3.2 List of Participating Hotels: see list in Rate Agreement

The list of the Participating Hotels, valid at the date of signature of the Contract, is attached in the Rate Agreement. It is agreed that the list of the Participating Hotels can change at any time in order to reflect the evolution of the network of ACCOR hotels such as new openings, addition of new hotels, works in Participating Hotels, hotel closures and business closures. No compensation may be claimed by the Client in the event of changes to its network, regardless of their nature.

ARTICLE 4 – FINANCIAL TERMS

4.1 Rates

- ✓ **Applicable rates:** The applicable rates are defined in **Appendix 2** or, as relevant, in the Rate Agreements entered into by each Participating Hotel.
- ✓ **For each Participating Hotel, the following information is contained in the rates schedule (to be completed in Appendix 2 or, as relevant, in the Rate Agreements):**
 - The rate per room per day, room only as per each hotels rate agreement.
 - The rates charged to the Client are calculated on the basis of:
 - The Nett rate (nett rate including discount) for the rate schedules or Rate Agreements beginning as from 1 April 2024
 - The validity period for certain hotels as specified in the Rate Agreement (*which may be different from the validity period of this contract*)
- ✓ **Contract rates are available for Leisure FIT and Leisure Group business up to a maximum of 7 rooms, subject to availability at the time of enquiry.**

Taxes: (GST)

- (i) Each party ("Recipient") must pay to the other party ("Supplier") any amount which is payable by the Supplier on account of goods and services tax, value added tax or any other like tax ("GST") as a consequence of any supply made or deemed to be made to the Recipient ("GST Amount").
- (i) Nothing in this clause requires the Recipient to pay any amount on account of a fine, penalty, interest or other amount for which the Supplier is liable as a consequence of a default of the Supplier, its employees, agents or any other persons acting for the Supplier, except if the fine, penalty, interest or amount arises a result of the Recipient not complying with its obligations hereunder.

The Supplier must:

- (i) provide to the Recipient a tax invoice in respect of the payment complying with any legislation under which GST is imposed; or
- (ii) have provided, prior to the time of payment, an authority authorising the Recipient to issue, on behalf of the Supplier, a Recipient- created tax invoice (RCTI) in respect of the payment and which authority is, at the time of payment, valid and satisfying the requirements of any relevant authority (it being understood by the parties that such RCTI will, under the GST legislation, have effect as if the tax invoice had been issued by the Supplier in compliance with any legislation under which GST is imposed) and the Recipient's obligation to pay a GST Amount will be conditional on compliance by the Supplier with this clause.

The methods of booking, which shall be agreed upon with the Participating Hotel, which may be:

1. allotment until total exhaustion of rooms allocated;
2. request (according to availabilities, after having contacted the hotel directly);
3. free sale up to 'closing' of the hotel for sales;

Allotments

- (i) Allotments negotiated for a Hotel must materialise at a rate higher than 80%. If not achieving this level then Accor has the right to reduce the allotment size to match allotment materialisation criteria. Evaluation will take place each (3) months.
- (ii) Hotels automatically release negotiated room allotment space at agreed released dates. Reservations after release date are on request only basis, via the hotel reservations department only.
- (iii) Over and above allotment reservations will only be accepted once the initial allotment has been filled.

This will be subject to availability and the final decision of allowing over and above allotment bookings is at the sole discretion of the hotel/s.

The Meal Plan – as per hotels rate agreements

- The Policy on children (which may vary between hotels) – see article 11 in definitions
- The specific conditions, which may be:
 1. dates on which the Participating Hotel have special event periods/seasonality dates
 2. the price of an additional bed in the room,
 3. a supplement for breakfast.

Special Event Policy

A Special Event Rate applies to all room types for any bookings, including bookings from any allotment. Where dates have not been set or announced for a named event the following policy will apply:

- (i) Any confirmed reservations made prior to the date of announcement for the event will be honored at Contract Rates; any new reservations made during special events after dates have been announced will have the Special Events Rate applied.
- (ii) If special event dates are amended, then any reservations confirmed during previous special events dates will revert to Contract Rates and new reservations will attract the Special Event Rate (if applicable).

Any rooms for stays during Special Event Periods after the date which is 14 days prior to arrival will incur full accommodation charges for all nights booked, regardless of when the rooms were booked.

Minimum Length of Stay

Where a minimum length of stay is stipulated, each room booked must be for the minimum number of nights within the dates stipulated in the period.

4.2 Invoicing and payment

Deadline for payment:

The payment deadline is 30 days from the invoice date. Credit Accounts reaching 45 days outstanding will automatically be suspended until outstanding monies are paid. An outcome of “suspension of credit” may result in a future guest arriving at the hotel and being asked to pre-pay for their stay.

This will be fully monitored and applied to any outstanding accounts that do not meet these payment terms.

4.3 Accor Credit Policy

Accor have updated their Credit Policy and the following will now be applicable:

National Credit will be by invitation only. A company will need to re-apply for National Credit and submit the required paperwork for review by Accor. National Credit will not be available until a company receives notification from Accor that National Credit is approved.

Individual Hotel Credit – A company will need to re-apply for credit at an individual hotel. A new application will need to be submitted and approved by a hotel.

Please note that Hotels without Credit accounts set up for you are not obliged to accept your bookings until the application has been submitted and credit has been approved in writing by Accor and/or the Hotel.

4.4 Revision of the conditions of this Article 4

These conditions may be revised, in particular, if the credit rating of the Client declines, if the payment terms are not complied with, if the Parties to the Contract change, or if the Client's company is subject to a change of control.

They also can be revised in case of significant evolution of the volume of sales realised with the Client.

ARTICLE 5 - TERMINATION

5.1 Termination for failure

In the event of a failure by either of the Parties to comply with any of its obligations under this Contract, the other Party will be entitled to terminate the Contract immediately and without any recourse to court, if such failure is not remedied within 8 days following written notice requesting to remedy, sent by the other Party, without any liability nor penalty.

The termination of this Contract shall be without prejudice to the rights and remedies which the terminating Party may have with respect to the failure committed by the other Party.

5.2 Termination for change in Client's control or transfer

ACCOR may terminate this Contract without any recourse to court and without any liability nor penalty, by registered letter with acknowledgment of receipt with immediate effect in case of : (a) change in the ownership structure of the Client that will result in a transfer of control over the capital, directly or indirectly, in one or several times, to one or several third party(ies), without the prior written consent from ACCOR; (b) any form of transfer of the Client's rights and obligations under this Contract (sale, contribution, merger, etc.), directly or indirectly, to a third-party, without the prior written consent from ACCOR.

5.3 Termination for convenience

Each Party can terminate this Contract at any time by registered letter with acknowledgment of receipt, subject to three (3) months' notice, without any liability nor penalty.

5.4 Effects of termination

Upon termination of this Contract, each Party shall return to the other Party all Confidential Information as defined hereafter that is in its possession or under its control.

In the event of termination of this Contract, for any reason whatsoever, the Client undertakes to stop marketing the hotel services on the effective date of termination and to inform whoever it may concern. It is the responsibility of the Client, at the latest within 48 hours after the end of this Contract, to send to the hotel the list of reservations made and paid, so that such reservations can be honoured.

5.5 Termination of the Rate Agreements

The causes and the effects of termination as defined above for this Contract shall also apply to each Rate Agreement that is entered into between the Client and a Participating Hotel.

In case of works in the Participating Hotel preventing the provision of services the Hotel should be entitled to terminate the Rate Agreement subject to a registered letter with acknowledgment of receipt, subject to three (3) months' notice, without any liability nor penalty.

ARTICLE 6 - CONTRACTUAL DOCUMENTS

This Contract is composed of this document (these Special Conditions and the General Conditions of the Individual Leisure Tourism contract as set forth below) and the appendices thereto:

1. Rate Agreement (individual Hotels)
2. Appendix 3: NON-exhaustive List of Prohibited Terms

If there is a contradiction between the Special Conditions and the General Conditions of the Individual Leisure Tourism Contract, the Special Conditions shall prevail over the General Terms and Conditions of Sale.

Any Rate Agreement entered into between the Client and a Participating Hotel incorporates by reference this Contract's terms. The terms of this Contract shall prevail over those contained (a) in any Rate Agreement, (b) in the confirmation sent by the Participating Hotel to the Client, (c) or in the booking terms and conditions, unless the Participating Hotel and the Client expressly agree on the contrary by making reference to this Contract in any of these documents.

The Client has read the General Terms and Conditions of Sale attached hereafter and undertakes to abide by them.

ARTICLE 7 – ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the Parties and supersedes all previous discussions, negotiations, arrangements and oral or written agreements relating to its purpose.

In the event that a court or any other competent authority deems that any one of the provisions of this Contract is invalid or unenforceable, in full or in part, all the other provisions of this Contract will remain valid.

Any changes to the terms of this Contract shall be made by mutual agreement between the Parties.

ARTICLE 8 – DECLARATION OF MUTUAL INDEPENDENCE

The Parties expressly declare that they are and will remain, throughout the term of this Contract, independent commercial and professional partners. Nothing in this Contract shall create or be deemed to create a partnership or relationship of employer between the Parties.

ARTICLE 9 - GOVERNING LAW AND DISPUTES

This Contract is governed by the laws of Australia. Any dispute between the Parties relating to interpretation or execution thereof that is not settled amicably shall be brought exclusively to Australian courts.

ARTICLE 10 – AGENCY CLAUSE

1. The Client acknowledges that the business being carried on from each Accor hotel is either (a) owned or leased by Accor or by an Accor Affiliate; (b) owned by a third party and managed by Accor or by an Accor Affiliate; or (c) franchised by Accor or an Accor Affiliate to a third party. The Accor hotels from which a business falling within paragraph (a) is operated are referred to as "Owned Hotels" and the Accor hotels from which a business falling within paragraph (b) and (c) is operated are referred to as "Agent Hotels". The Client acknowledges that Accor has entered into this Agreement in its own right in respect of Owned Hotels and as agent of the owner of the business being carried on Agent Hotels and agrees that Accor has no liability for the obligations required to be performed by Agent Hotels. Accor is and remains absolutely entitled to add, remove, change or otherwise modify all or part of the Hotels, at any time and for any reason or due to any event whatsoever from time to time by giving The Client notice in writing. Upon the date expressed in such notice the Proposal will be deemed to have been amended accordingly. Where an Accor hotel is removed from the Proposal and/or is no longer an Owned Hotel or an Agent Hotel, Accor will have no further liability to The Client in respect of that Accor hotel.
2. Accor shall inform The Client promptly about possible changes regarding the Accor hotels listed. The Client is not entitled to claim compensation or fulfilment of this Agreement, if specific Accor Hotels are no longer Accor hotels. In this case, Accor may offer The Client alternative hotels provided that such hotels are located in the respective destination.
3. Accor shall notify The Client about changes of the hotel brands (so called re-branding, e.g. of "Novotel" to "Mercure") applicable to Accor hotels listed. Such changes do not entitle The Client to different prices or to claim compensation.
4. Accor reserves the right to make any changes to the rates set out in the Proposal at any time due to any changes in, or imposition of Government charges, taxes or levies. When the agreed corporate rates are inclusive of any taxes identified in this Agreement, should the applicable GST, VAT rate and any other taxes and levies as imposed by governmental and/or regulatory bodies increase or decrease after the conclusion of this agreement, the rates granted by Accor to The Client will be readjusted accordingly.
5. All Australian and New Zealand rates set out in this agreement include GST.
6. All rates are quoted in the local currency unless otherwise specified.
7. This Agreement must be held in confidence by The Client so far as the law permits.
8. No representation made by or on behalf of Accor, an Accor hotel, the Accor Account Manager and/or their respective employees and agents in relation to this Agreement will be binding unless that representation is in writing and is incorporated into this Agreement.
9. The Client may not assign or transfer its rights under this Agreement without Accor's prior written consent.
10. Accor may terminate this Agreement immediately on written notice to The Client if The Client commits a breach of this Agreement and fails to remedy such breach within 7 days of receipt of notice from Accor specifying the breach and requiring it to be remedied.

11. The Client and/or Personnel must first obtain written permission from Accor before using Accor's or any Accor hotel's name or trademark in any manner.
12. The terms of this Agreement (including rates) are strictly confidential. Rates and access codes provided must not be published, distributed or disclosed to any third party.

General Conditions of the Individual Tourism Contract
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ARTICLE 1 – PURPOSE – DEFINITIONS

These General Conditions define (a) the conditions applicable to the relationship between ACCOR and the Client (in addition to the Special Terms and Conditions) and (b) the conditions applicable to the relationship between each hotel and the Client, with regards to the sale by the Client of accommodation services in the ACCOR hotels;

For the purpose of these General Conditions, these terms shall have the following definitions:

ACCOR: shall mean the company entering into the Contract with the Client;

Contract: shall mean the Special terms and Conditions together with these General Conditions; Guest: shall mean the final client whose the accommodation services are offered to;

Hotel: shall mean each Participating Hotel (as defined in the Special Terms and Conditions) which provides the accommodation services;

Party(ies): shall mean ACCOR and the Client or the Hotel and the Client, as relevant;

Onward Distributor: shall mean, as relevant, the third party company (which may be a Client's affiliate or partner) contracting with the Client, or the third company contracting with one of the Client's Onward Distributors, for the onward distribution of the accommodation services.

These General Conditions of Sale and the Special Terms and Conditions associated form an indivisible whole.

The Contract shall take precedence over the Client's General Terms and Conditions of Purchase or standard contract, where relevant.

The Client undertakes to comply with the Contract's clauses and shall ensure that its third party contractors comply with all the obligations pursuant to this Contract.

ARTICLE 2 – SALE OF ACCOMMODATION

The Client agrees to market accommodation services in the Hotels, subject to the conditions as defined in this Agreement and in particular in the Article 4 of these general Terms and Conditions.

ARTICLE 3 – RATES

Except as specified in the Special Terms and Conditions, the rates invoiced to the Client are calculated on the basis of the nett rates communicated and confirmed at the time of booking. These nett rates are set to two decimal places with no rounding.

These rates cover the accommodation and breakfast per person and are inclusive of GST. They will be billed by Accor to the Client. The statutory GST added depend on the location of the Hotel and are subject to change upon request of local authorities. Should the applicable GST or any other taxes and levies as imposed by governmental and regulatory bodies increase or decrease after the conclusion of this Contract, the rates granted by ACCOR will be readjusted accordingly. The GST rate applied shall be the rate in force on the invoice date.

The rates shall not include:

- extras: to be settled by the Guest directly with the Hotel;
- other taxes and levies deducted at source: the regulations in certain countries, cities or regions may impose on the Guest taxes (other than GST) and levies deducted at source, such as city tax. In such an event, the said taxes shall be excluded from the aforementioned rates and paid on the spot to the Hotel by the Guest except as otherwise provided in the special terms and conditions. These other taxes and levies deducted at source shall depend on where the hotel is situated. They may be amended in the event of a legislative/administrative change leading to price variations.

In case of promotional offers (e.g. 3 nights for 2) or grant of free night, city tax will be systematically invoiced based on the total number of Guests and for each night spent in the Hotel.

In any event, the rates shall be valid for the stays taking place during the validity of this Contract and shall be given per person in accordance with the indications given for each Hotel.

If a booking is made for a stay on a special date (trade fairs, New Year, etc.), specific conditions of sale may apply.

The Client undertakes not to communicate directly or indirectly, in any way whatsoever, the rates it benefits under this Contract and undertakes, in the event of indirect sale, to ensure that its Onward Distributor also complies with this obligation. No commission is payable on these rates.

ARTICLE 4 – CONDITIONS OF THE RATES OFFER

4.1. The Client acknowledges and agrees that these Contract's rates applicable to this Contract are offered by the Hotels in consideration of the Client's undertaking that the accommodation services will be sold.

The rates offered in this Contract may only be distributed:

- (i) through the Client's offline channels (such as printed brochures, fliers, leaflets, physical shop fronts, travel expositions etc.);
- (ii) through the Client's BtoC websites, provided that the rates are included in a Package reflecting the Client brochure;

For the purpose of the Contract, "Package" is defined as accommodation and breakfast coupled with at least one additional service whose value represents more than 30% of the rate.

The Client agrees not to howsoever disclose, either directly or indirectly, this Contract's rates with third parties other than its Onward Distributors, where relevant.

It is the Client's responsibility to comply with this clause, and to have it complied with by its Onward Distributors. The Client shall ensure that each distributor is aware of these rules, the consequences of non-compliance and agrees to abide by the rules of this clause.

If it is found that this Contract's rates are distributed in violation thereof, the Client shall, upon its own determination or upon notice from ACCOR or the Participating Hotel, immediately remedy the issue. Where relevant, the Client shall request its Onward Distributor to remedy the issue with immediate effect and, if not remedied within 72 hours, the Client shall discontinue access to the rates to this Onward Distributor until the issue is resolved. Should the same Onward Distributor violate the rules of this Contract on more than three (3) separate occasions, despite having previously remedied such violations, ACCOR or the Hotel(s) shall have the right to request to be permanently excluded from such Onward Distributor and the Client shall enforce such exclusion.

ACCOR will be entitled to suspend or terminate the Contract in its entirety or with regards to the Hotels only, with immediate effect and without any recourse to court, without prejudice to any other legal action or claim for damages, in case of non-respect of any of the above provisions.

Moreover, (i) if a Hotel, by the application of ACCOR best rates guarantee offer (or any similar offer), must pay an amount to a guest having booked accommodation services on ACCOR.com and claiming that he/she would have paid a lower rate for the same accommodation services on a third party's website; and (ii) if these accommodation services offered by the third party's website correspond to some accommodation services provided by the Hotel to the Client, then the Client shall pay to the Hotel some penalties which amount shall be equal to the amount paid by the Hotel to that guest.

This amount shall be paid to the Hotel by the Client upon Hotel's invoicing or credit note.

4.2. The Client is not authorized to market directly or indirectly through third parties the accommodation services in the form of promotional offers like private sales, flash sales, etc., whether they are packaged or not and whatever the rates are (public or negotiated) without prior written consent from ACCOR.

4.3. The Client has understood and accepted that the rates outlined in this Contract apply to leisure stays only. In case the Guest stays for any other reason, the Hotel reserves the right to invoice to the Client the standard public rate as published in the Hotel on the date of the stay. It is the Client's responsibility to enforce this clause to Guests and Onward Distributors, where relevant.

4.4 Bonus Offers

General conditions, unless otherwise stated in Hotel Offer

Only valid if the offer is featured by wholesaler in mainstream year round brochure. Confirmation of inclusion, together with a copy of brochure (upon release) is to be forwarded to Accor Australia sales office prior to booking period. No offers will be extended and all offers will be charged at contract rates without this confirmation.

All bookings must indicate the wholesaler's name. All offers must be requested with reservation for deals to apply and are subject to availability at time of booking. All offers will be charged at contract rates without this confirmation. Offers are valid only for any International Wholesaler unless otherwise indicated. Stays must be consecutive nights. Offers are available on multiple stays unless otherwise outlined in the offer. All dates are inclusive. Offers cannot be combined with any other offers or specials from the same hotel unless otherwise outlined in the offer. Offers are for FIT travellers only.

ARTICLE 5 – DISTRIBUTION SUPPORTS

In order to enable the Client to produce distribution supports, ACCOR shall provide it with information in its possession (Hotel descriptions and images). In any case, the Client shall insert the appropriate legal mentions for use of the copyrights as well as the ACCOR graphic charter defining the colour code and the graphics of the hotel brand names, a description of the hotel services, etc... which information contributes to the brand image of the ACCOR Group. The Client shall submit to ACCOR's prior written approval any material used showing any of its hotel brands.

Such use is granted on a non-permanent basis and can be revoked, exclusively for the purposes of this Contract. It must be consistent with the corporate guidelines of each ACCOR brand.

The Client undertakes to put an end to any use of brands and logos as well as photographs, advertising literature, sales brochures, etc. within fifteen (15) days after the end of this Contract, and to provide ACCOR with the evidence thereof, upon request.

The photos displayed on the ACCOR website are not contractually binding. Even if everything possible is done to make sure that photographs, graphic illustrations and descriptions of the hotels give as an accurate representation of the accommodation provided as possible, there may be variations, particularly due to changes of furniture, renovations or changes in branding. The Client may not lodge any complaint in relation therewith.

Brochure contribution will be invoiced to the Sales & Marketing department and paid separately. It will never be deducted from a client invoice.

ARTICLE 6 – OBLIGATIONS RELATIVE TO ADVERTISING

The Client undertakes to comply with the following clauses, and guarantees the compliance by its subsidiaries and affiliates (hereinafter "the Subsidiaries") and by its Onward Distributors therewith. The term "Client" in this Article 6 refers to the Client, the Subsidiaries and the Onward Distributors.

ACCOR protects its brands, in particular on the Internet, and expects its clients to comply with this policy and the following provisions, relative to advertising.

The Client acknowledges that any advertising, promotion or marketing deals for their products and services, including its websites and content, must comply with the following provisions, to the extent where ACCOR continues to seek and makes its best effort to enforce similar restrictions or contractual obligations by third parties with which ACCOR maintains contractual relations similar to those it maintains with the Client.

Within the framework of this Contract:

- the term "Prohibited Terms" means any term that is identical or similar to any brand, domain name or term that distinguishes ACCOR or ACCOR products and services from its competitors, or distinctive names identifying ACCOR or its products and services, that the Client knows or should know belong to ACCOR. A list of these terms is given in Appendix 3. ACCOR may update this list at any time during the Contract;
- the source codes of the Client's websites, such as HTML source codes, are considered to be marketing promotion tools;
- hyperlinks redirecting to the Client's websites, including links generated automatically by Internet users themselves through applications made available to them (such as "like" tabs) are considered to be marketing promotion tools.

The Client undertakes to ensure, at its own expense that no advertising or marketing promotion tools for its products and services will reproduce, use or benefit from a Prohibited Term, unless it is technically necessary or ACCOR has given its prior written consent.

This obligation must be observed regardless of the advertising undertaken, or the marketing tools that the Client uses directly or indirectly, including via its subsidiaries, partners and affiliates or via paid search engine optimization services (including broad matches), natural search engine optimization, web applications including "like" tabs, social networks, etc.

As a result:

- in connection with any form of targeted on-line advertising, including paid search engine optimization or services provided by specialized companies such as on-line general search engines, travel search engines or price comparison websites, social networks, etc., the Client must not bid on, benefit from, reproduce or include in any advertising text, any of the Prohibited Terms, unless ACCOR has given its prior written consent;

- in connection with any form of targeted on-line advertising, unless it is technically impossible, the Client undertakes to add all Prohibited Terms to the list of negative keywords for its campaigns and to ensure that its subsidiaries, partners and affiliates do likewise for their own campaigns;
- in connection with any form of natural search engine optimization, the Client must not use Prohibited Terms to influence search engine results, unless ACCOR has given its prior written consent.

In case of non-compliance with these provisions, ACCOR will send a notice to the Client, which shall immediately put an end to the observed actions, unless the Client proves that the reproduction, use or benefit of a Prohibited Term is necessary for technical reasons. The notice sent by ACCOR will contain the information required by the Client to take appropriate measures.

In the event that ACCOR reasonably decides that any website operated by a the Client that contains content that denigrates or could reasonably have a negative impact on ACCOR or Hotels, ACCOR may, after sending a written notice to the Client, require that the Client takes action, within fourteen (14) days as of the date of reception of said written notice, by: (a) requiring the removal of reprehensible content from a Website or (b) ceasing to display Hotels on the website. The Client must obey to such requirement within the aforesaid time period. The failure to comply with these obligations shall entitle ACCOR to terminate the Contract pursuant to its terms.

The Client undertakes to not create any sponsored link redirecting to one or more Websites belonging to ACCOR.

ARTICLE 7 – RESERVATIONS

Making bookings

Requests for bookings are required and must mention the Contract under which they fall, so that these rates can apply. These requests must be made before the Guest's arrival date, as indicated in the specific conditions. "Extras" (telephone, laundry, minibar, etc.) and other additional services consumed and/or ordered at the hotel, as well as (except otherwise stipulated in the advised applicable rates) any visitor tax, must be paid directly by the Guest at the Hotel reception desk upon departure.

In case of non-payment of all or part of the services by a Guest, the Client will assist the Hotel to obtain payment from the Guest.

Non-combination of offers and/or promotions

The rates granted and the vouchers issued by the Client cannot be combined with promotional offers other than those granted by the Client.

Availability of rooms

Rooms will be made available to Guests from 2pm on the day of arrival. The rooms must be vacated by 11am at the latest on the day of departure and any delay may lead to an additional night being invoiced at the standard published rate.

Relocation

In the case of an exceptional event or an event which prevents the normal operation of the Hotel, including natural disasters, works in the Hotel, water damage, technical problems, etc., preventing the provision of services to the Guests, the Hotel reserves the right to accommodate Guests in a hotel category equally, without extra cost, the costs of the transfer between the two hotels remain the responsibility of the hotels, which shall not be liable for any other compensation.

Cancellation/Guarantee of bookings

The Client can cancel the bookings at no cost, provided that the written cancellation reaches the hotel seventy-two hours (72) hours before the day scheduled for the Guest's arrival. Thereafter, bookings that have not been cancelled are considered as confirmed, regardless of the time of arrival of the Guest/s.

No-show

In the event of no-show, in the absence of a cancellation in accordance with the above provisions, or in case of late cancellation (less than 72 hours before the day scheduled for the Guest's arrival), the Client shall pay to the Hotel the rate for the first night's stay.

ARTICLE 8 – TERMS OF PAYMENT

Invoices are issued on the basis of the Contract rate, any booking confirmation given will be considered binding.

They are payable in advance, with payment to be collected by the Hotel seventy-two (72) hours before the Guest's arrival, unless otherwise provided in the Special Terms and Conditions.

Payment shall be made in the currency indicated in the Rates schedule or in the Rate Agreement, and the payment shall be net of all charges payable to the Hotel. Negotiable instruments and cheques from countries foreign to the region of the Hotel will not be accepted as means of payment.

If the Client wishes to benefit from postponement of payment, it shall provide a guarantee in accordance with the terms and conditions of article 4 / 4.2 in Special Terms and Conditions.

In this case, the Client will be required to communicate the necessary information for invoicing included in the Special Terms and Conditions.

In the event of non-payment by the contractual due date, late payment penalties shall be due as specified in the Special Terms and Conditions.

ARTICLE 9 – CONDITIONS RELATING TO ACCOMMODATION**Services other than accommodation - visitor tax**

"Extras" (telephone, laundry, minibar, etc.) and other additional services consumed and/or ordered at the hotel, as well as (except otherwise stipulated in the advised applicable rates) any visitor tax, must be paid directly by the Guest at the Hotel reception desk upon departure.

ARTICLE 10 – CHILDREN'S ACCOMMODATION POLICY

The following hotel policy applies unless specific policies are detailed in elsewhere in this Contract.

Sofitel, Fairmont, Raffles, Swissotel

Free accommodation and breakfast (when eating with parents) for up to one child under 12 years sharing the parents' room (including existing bedding).

Club access benefits extended to one child if parents have booked Club access.

Pullman

One child 12 years of age or under can stay free of charge (room only) in a room occupied by the parents, subject to the family using existing bedding. There will be an additional charge for a rollaway bed or cot, if required.

- a) Child less than 3 years of age breakfast complimentary
- b) Child aged 3, but less than 16 breakfast at 50% discount of adult meal Contract Rate
- c) No other meal discounts for children

The Sebel

Up to two children less than 12 years of age can stay free of charge in a room occupied by the parents, subject to the family using existing bedding.

There will be an additional charge for a rollaway bed or cot, if required.

- a) Child less than 3 years of age breakfast complimentary
- b) Child aged 3, but less than 16 breakfast at 50% discount of adult meal Contract Rate
- c) No other meal discounts for children

Quay West

Up to two children less than 12 years of age can stay free of charge in a room occupied by the parents, subject to the family using existing bedding.

There will be an additional charge for a rollaway bed or cot, if required.

- a) Child less than 3 years of age breakfast complimentary
- b) Child aged 3, but less than 16 breakfast at 50% discount of adult meal Contract Rate
- c) No other meal discounts for children

Grand Mercure

Up to two children less than 12 years of age can stay free of charge in a room occupied by the parents, subject to the family using existing bedding.

There will be an additional charge for a rollaway bed or cot, if required.

- a) Child less than 3 years of age breakfast complimentary
- b) Child aged 3, but less than 16 breakfast at 50% discount of adult meal Contract Rate
- c) No other meal discounts for children

Mgallery

One child 12 years of age or under can stay free of charge (room only) in a room occupied by the parents, subject to the family using existing bedding. There will be an additional charge for a rollaway bed or cot, if required.

- a) Child less than 3 years of age breakfast complimentary
- b) Child aged 3, but less than 16 breakfast at 50% discount of adult meal Contract Rate
- c) No other meal discounts for children

Novotel

Up to two children less than 16 years of age can stay free of charge in a room occupied by the parents, subject to the family using existing bedding. There will be an additional charge for a rollaway bed or cot, if required.

Breakfast (for up to two children less than 16 years of age) is included, free of charge, when dining with their parents. No other meal discounts for children.

Mercure

Up to two children less than 16 years of age can stay free of charge in a room occupied by the parents, subject to the family using existing bedding. There will be an additional charge for a rollaway bed or cot, if required.

Breakfast (for up to two children less than 16 years of age) is included, free of charge, when dining with their parents. No other meal discounts for children.

Movenpick

Accommodation and breakfast free of charge for 2 children under 12 when using existing bedding, subject to room category restrictions. Additional children pay the appropriate tariff or per extra bed.

Ibis

One child less than 12 years of age can stay free of charge in a room occupied by the parents, subject to the family using existing bedding. There will be an additional charge for a rollaway bed or cot, if required. 50% discount applies to adult dinner Contract Rate for children less than the age of 12. No other meal discounts for children.

Ibis Styles

One child less than 16 years of age can stay free of charge (room only) in a room occupied by the parents, subject to the family using existing bedding. There will be an additional charge for a rollaway bed or cot, if required. No meal discounts for children.

For Non Branded Hotels unless stipulated

Child Policy Accommodation:

Up to 2 children 0-12 years of age can stay free of charge in a room occupied by parents, subject to the family using existing bedding. Additional children sharing a room with their parents, if room capacity allows, will be charged the extra person room rate. (Note: Extra Person rate differs per hotel) There will be an additional charge for a rollaway bed or cot, if required.

- a) Child less than 3 years of age breakfast complimentary
- b) Child aged 3, but less than 16 breakfast at 50% discount of adult meal Contract Rate
- c) No other meal discounts for children

Rollaway

Refer to each individual hotel contract page in this agreement

Note - Should a hotel be rebranded during the year then the Child Policy may change to meet the new brand standard.

ARTICLE 11 – RULES APPLYING TO THE HOTEL STAY

The Client undertakes to inform the Guests and where relevant, the Onward Distributors, of the rules set forth in this Article 13 and is responsible for enforcing them.

The Guest undertakes to not invite any person whose behaviour is likely to bear prejudice to the hotel, and ACCOR reserves the right to intervene if required. The Guest may not bring beverages or food from outside sources. The Client undertakes to ensure that the Guests and their invitees observe all Hotel rules and regulations (including the prohibition of smoking in public premises).

The Guest is liable for all damages caused by him/her and his/her invitees and undertakes, in case of damage to the Hotel premises, to bear the costs for restoring them. In no case shall the Hotels be held liable for damage of any kind whatsoever, in particular fire or theft, liable to affect the objects or equipment left by the Guests during the stay.

The Guest does not disturb the Hotel operations and does not compromise the safety of the Hotel or the persons within. In addition, some Hotels are 100% non-smoking, which means that smoking in the rooms is forbidden.

The Guest agrees and undertakes to use the room as a reasonable person. Any behaviour contrary to public decency and public order shall entitle the Hotel to ask the Guest to leave the Hotel without any compensation and/or without any reimbursement if a payment has already been made.

Some Hotels have rules and regulations designed for Guests. The Client accepts and undertakes to observe these rules & regulations and to ensure the Guests follow the Hotel's rules and regulations (as per the booking terms and conditions). If the Guest fails to comply with one of the provisions in the rules and regulations, the Hotel may ask the Guest to leave without any compensation and/or without any reimbursement if a payment has already been made.

Some Hotels offer WiFi access (paying or free) allowing the Guest to connect to the internet. The Client must inform the Guest (as per the booking terms and conditions) that the technology resources provided by the Hotel must not be used in any way for the purposes of reproduction, performance, provision or communication to the public of works or objects protected by copyright or related rights, such as texts, images, photographs, musical or audio visual works, software and computer games, without authorisation from the right holders. The Guest must comply with the security policy of the Hotel's internet supplier, including the usage regulations of security measures put in place with the aim of preventing illicit use of technology resources and to refrain from any activity infringing on the efficiency of these means.

ARTICLE 12 – LIABILITY

Subject to the mandatory conditions and limits as set forth by the applicable laws, the Hotel and the Client will be liable to each other for any damage directly caused by their failure to perform their obligations under this Contract.

ARTICLE 13 – INSURANCE

The Hotel undertakes to subscribe and maintain, throughout the term of this Contract, all mandatory insurances covering its operations the financial consequences of its liability.

The Client undertakes to subscribe and maintain, throughout the term of this Contract, all mandatory insurances covering its operations and the financial consequences of its liability. The Client will communicate to ACCOR the insurance certificate proving its current insurance coverage once a year.

The Hotels belonging to ACCOR are covered by the ACCOR Group insurance policy. Managed Hotels and franchised Hotels are covered by policies subscribed by the Hotel owner.

ARTICLE 14 – CLAIMS

In case of disputes, claims or disagreements concerning a part of the invoiced amount, the Client shall pay the non-disputed part without delay and indicate in writing to the Hotel, the reason for the dispute and the disputed amount, within eight (8) days as of the invoice date.

All disputes or claims will only be taken into account if they are formulated by registered letter with acknowledgment of receipt and sent to the Hotel (with a copy to the Sales Department) within a maximum of eight (8) days after the end of the stay.

Beyond this eight (8) days period, no claim will be considered by the Hotel.

Some Hotels are operated by companies that are legally independent from the ACCOR Group and as a result are solely liable to the Guests for any damage. In case of claim, the Guest must exclusively contact the company operating the Hotel in which they stayed. Upon Client's request, ACCOR will provide the Client with information about whether a Hotel is operated by ACCOR / ACCOR affiliates or not.

ARTICLE 15 – FORCE MAJEURE

Each Party shall be liable in case of non-compliance with this Contract's terms, except in case of a force majeure such as, but not limited to, flood, fire, earthquake and other natural phenomena, bad weather, war, civil war, riots, strikes, military action, acts of terrorism, embargos, acts or actions by government entities, interruption of transport, or any other emergency situation that is beyond the control of the Parties and making it illegal or impossible to supply the distribution services or to occupy the hotel rooms. In the event that a guest's travel is restricted by changes in government policy due to COVID-19 controls, the guest will receive travel credit to be used within the originally booked hotel, or a refund.

It is specified that a failure or interruption of the computer network of the Client shall not be considered as a cause of force majeure, insofar as other booking systems can be used.

In the event that the execution of this Contract becomes impossible due to a force majeure case, the obligations of the Parties will be suspended for the period of the force majeure, which shall not give rise to any compensation whatsoever.

If the force majeure case continues uninterrupted for a period of more than six months, the Parties shall hold discussions in good faith in order to mitigate the effects of the aforementioned suspension and to agree on the measures to be taken, in a fair and reasonable manner.

ARTICLE 16 – PROTECTION OF PERSONAL DATA

In this section, the terms "Personal Data", "Data Subject", and "Data Controller" shall have the meanings set forth in the European General Data Protection Regulation 2016/679 (hereinafter, the "GDPR").

The distribution of Hotels' accommodations through the Client implies the collection and the processing of Personal Data pertaining to guests by the Client, ACCOR and the Hotel, as respectively described in Client's privacy policy and in the ACCOR data protection charter (<https://all.accor.com/security-certificate/index.en.shtml>).

In connection with the distribution of accommodations under this Agreement, the Client, the Hotel and ACCOR are not entering a relationship of joint controllership regarding Personal Data. Indeed, each entity solely determines the purposes and means of the data processing needed to pursue their respective commercial activities.

As a consequence, the Client, the Hotel and ACCOR (each acting as an independent Data Controller) warrants to process and transmit Personal Data only in compliance with all data security and data protection laws applicable to it, in particular the GDPR. To this end:

- each Data Controller undertakes to personally file the statements, notices or applications for authorization or to keep the records of processing activities for which it is responsible and which may be required under applicable law;
- each Data Controller undertakes to process Personal Data lawfully, fairly and in a transparent manner in relation to the Data Subject and to collect Personal Data for specified, explicit and legitimate purposes;
- each Data Controller undertakes to process Personal Data which are adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed and to keep such data accurate and up to date;
- each Data Controller recognizes the Data Subjects the possibility to effectively exercise their rights of access to, rectification, cancellation of its Personal Data and opposition to the use of its Personal Data and implements free and straightforward procedure to this end; each Data Controller undertakes to communicate to the other any request it may directly receive from a Data Subject willing to exercise its rights to access, rectify, cancel or oppose the use of Personal Data relating to him/her and that makes express reference to one other Data Controller;
- each Data Controller undertakes not to keep Personal Data in a form which permits identification of Data Subjects for no longer than is necessary for the purposes for which the data were collected or for which they are further processed;
- each Data Controller agrees that it has in place and will maintain, or will establish and maintain, adequate security procedures and controls to prevent the unintended disclosure of, and the unauthorized access to or misappropriation of, any Personal Data or information of any guest. Each Data Controller agrees that it will process, store, transmit and access any guest information in compliance with applicable law and, for guest information that includes payment information (including, without limitation, credit card, debit card, or financial account information), will do so in compliance with the current Payment Card Information Data Security Standard ("PCI DSS").

ARTICLE 17 – CONFIDENTIAL INFORMATION

Unless otherwise expressly stated in this Contract, neither ACCOR nor the Client may disclose the terms of this Contract and the Rate Agreements, except for the existence and duration of this Contract, or any information concerning the commercial relationship between the Parties, and in particular reserved information (hereafter referred to collectively as “Confidential Information”), to any third party without the written authorization of the other Party. Notwithstanding the above, the receiving Party may disclose the information received from the other Party if it is required to do so to by a request of a court or an authority, and only to the extent provided by law. In all cases the Party must ensure that the person who receives the information protects its confidentiality and only uses it for the purpose as defined by law.

This obligation of confidentiality defined in this Article 19 will remain in force for three years after the effective date of this Contract.

ARTICLE 18 – ASSIGNMENT – INTUITU PERSONAE

This Contract is specific to the Client and the latter may not assign any of its rights and obligations under this Contract to any physical person or legal entity without the prior written consent of ACCOR.

ACCOR may assign its rights and obligations under this Contract to any legal entity without the prior written consent of the Client.

In on

In 2 originals

For ACCOR

For the Client

CLIENT COMPANY NAME

LAST NAME:

LAST NAME:

First name:

First name:

Signature:

Signature:

APPENDIX 1:
LIST OF PARTICIPATING HOTELS (at the signature date of this Contract)

As per your contract

APPENDIX 2:
RATES AGREEMENT

As per your contract

APPENDIX 3
NON-exhaustive List of prohibited terms

DISTRIBUTOR will insert (on broad match) the following brand names into its negative keyword list for all its Search Engine Marketing campaigns:

ACADEMIE ACCOR

ACCOR

ACCOR

ACCORPLUS

ADAGIO

ADAGIO ACCESS APARTHOTEL

ADAGIO APARTHOTEL

ADAGIO APARTHOTEL PREMIUM

ADAGIO CITY APARTHOTEL

ADAGIO CITY APARTHOTEL ACCESS

ADAGIO CITY APARTHOTEL PREMIUM

ALL SEASONS

AQUASCIENCE

CAESAR

CAESAR PARK

CITIGATE

CORALIA

ETAP

FAIRMONT FAIR MONT FASTBOOKING

FEEL WELCOME

GRAND MERCURE

HOTEL F1

HOTEL FORMULE 1

IBIS

IBIS BUDGET

IBIS STYLES JO & JOE

LE CLUB ACCOR HOTELS

MAGENTA SHORES

MGALLERY

MGALLERY BY SOFITEL

MAMA

MAMA SHELTER

MERCURE

MYBED

NOVOTEL

NOVOTEL SUITES ONEFINESTAY ONE FINE STAY

ORBIS

PANNONIA

PLANET 21

PULLMAN

QUAY WEST

QUAY GRAND

RAFFLES

SO BOUTIQUE

SO BY SOFITEL

SO SOFITEL

SOFITEL

SOFITEL LEGEND

SOLIDARITY ACCOR

SWISSÔTEL SWISSOTEL SWISS OTEL THALASSA

SEBEL

THE SEBEL RIXOS

ALL OTHER LANGUAGE EQUIVALENTS (AVAILABLE UPON REQUEST)

All domain names including the above brands names shall be part of the list (for all extensions), including but not limited to the domain names below:

accoracademie.[extension] / accor-academie.[extension] academieaccor.[extension] / academie-
accor.[extension] accor.[extension]
accorhotel(s).[extension] / accor-hotel(s).[extension] accorplus.[extension] / accor-plus.[extension]
adagio.[extension]
adagio-city.[extension] / adagiocity.[extension]
adagio-apparthotel(s).[extension] / adagioapparthotel(s).[extension] adagiocityapparthotel(s).[extension] / adagio-
city-apparthotel(s).[extension] adagio-access. [extension] / adagioaccess.[extension]
adagio-premium. [extension] / adagiopremium.[extension]
all-seasons-hotel(s).[extension]/ allseasonshotel(s).[extension] all-seasons.[extension]/ allseasons.[extension]
aquascience.[extension]
coralia.[extension]
caesarpark.[extension] / caesar-park.[extension]

etaphotel(s).[extension] / etap-hotel(s).[extension] / etap.[extension] fastbooking.[extension]
feelwelcome.[extension] / feel-welcome.[extension] grandmercure.[extension] / grand-mercure.[extension]
hotelf1.[extension] / hotel-f1.[extension]
formule1hotels.[extension]/ hotel-formule1.[extension]/ hotelformule1.[extension]/ formule1-hotels.[extension]
ibis.[extension]
ibisbudget.[extension] / ibis-budget.[extension] / ibisbudgethotel(s).[extension] ibishotel(s).[extension] / ibis-
hotel(s).[extension]
ibisstyles.[extension] / ibis-styles.[extension] / ibisstyleshotel(s).[extension] leclubaccorhotel(s).[extension] /
leclub-accorhotel(s).[extension] / leclub-accor-hotel(s).[extension] mgallery.[extension]
mgallerybysofitel.[extension] / mgallery-by-sofitel.[extension] mamashelter.[extension] / mama-shelter.[extension]
novotel.[extension]
mercure.[extension] orbis.[extension] pannonia.[extension]
pullmanhotel(s).[extension] / pullman-hotel(s).[extension] / pullman.[extension] soboutique.[extension] / so-
boutique.[extension]
sobysofitel.[extension] / so-by-sofitel.[extension] sofitel.[extension]
sosofitel.[extension] / so-sofitel.[extension]
sofitel-legend.[extension] / sofitellegend.[extension] solidarityaccor.[extension] / solidarity-accor.[extension]
suitenovotel.[extension]/ suite-novotel.[extension] / novotelsuite.[extension]/ novotel-suite.[extension]
thalassa.[extension]
thesebel.[extension] / the-sebel.[extension] fairmont.[extension]
raffles.[extension] swissotel.[extension] onefinestay.[extension] jjoandjoe.[extension] rixos.[extension]