



TOUR OPERATOR AGREEMENT

between

HOTEL LE MONTRACHET, a *société par actions simplifiée* organized and existing under the laws of France, having its registered office at Place du Pasquier de la Fontaine, 21190 Puligny Montrachet, France, registered with the *Registre du commerce et des sociétés* of Dijon under number 321 747 792, duly represented by its President, HLM Holdings, a *société par actions simplifiée* organized and existing under the laws of France, having its registered office at Place du Pasquier de la Fontaine, 21190 Puligny Montrachet, France, registered with the *Registre du commerce et des sociétés* of Paris under number 850 407 537, itself hereinafter “the Company”)

- on one side -

and

Nuba Expediciones S.L. having its registered office at C/ Serrano, 96 28006 – MADRID and also incorporating Nuba Spain, Nuba Expediciones de Mexico, Nuba USA Inc.

(hereinafter “the Tour Operator”).

- on the other side -

Whereas

- the Company owns and manages the Hotel named COMO Le Montrachet located in Place du Pasquier de la Fontaine, 21190 Puligny-Montrachet, France (“the Hotel”) and is willing to avail itself with the Tour Operator’ services;
- the Tour Operator is willing to cooperate with the Company and offer the Hotel rooms to its customers;



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- the parties are willing to enter into this Tour Operator Agreement (“the Agreement”), for the best promotion of the Hotel rooms to the Tour Operator’s customers, along the terms and conditions provided herein.

ALL THIS BEING STATED, THE PARTIES COVENANT AND AGREE AS FOLLOWS.

ART. 1

WHEREAS CLAUSES

The above whereas clauses and the Attachment to this Agreement form and constitute an integral and essential part of the same.

ART. 2

HOTEL ROOMS RATES

The Tour Operator will not permit any Hotel room to be sold at a rate that is less than Hotel published rates for the same room on the same day during the Term.

In case of breach of the above condition by the Tour Operator and without any prior notice or remediation period, the Hotel may temporarily suspend the contract for 30 days at the time of first breach; and 60 days at the time of the second breach; and on third breach the Hotel at its sole discretion, may terminate this Agreement without obligation to honour any new bookings.

Upon termination, the Tour Operator shall immediately cause such unauthorised resale activity to terminate; and Hotel shall not be required to honour any booking made by virtue of an unauthorized resale.

Tour Operator will not permit any Hotel room sold through any of the websites on which Hotel does not wish to be represented.



RATE PLANS:

NET Rates have been agreed upon with a dynamic pricing structure at twenty (20%) percent off the published best available rate, excluding VAT at 10% including published promotions excluding published package rates. Dynamic NET rates are confidential and not for public distribution. All rates are subject to change without notice. All rates are subject to availability. Dynamic NET Rates, non-commissionable, are quoted in Euros per room, per night (single or double occupancy per bedroom) and include breakfast, unless otherwise stated.). Dynamic NET Rates must be paid on time according to the Payment and Billing section. Rates will be valid only when an agreement is signed from both parties.

ART. 3

GENERAL HOTEL POLICIES

The Hotel rooms will be promoted, sold and distributed by the Tour Operator to its customers, subject to the following General Hotel Policies:

a) Arrival & departure times

Check-in time is after 3:00 pm and check-out time is 12:00 noon at the latest unless otherwise specified in individual rate sheets provided by the Company to the Tour Operator

Child policy/extra person charge

A third person/extra bed is available if confirmed in writing by the Company. Taking into account maximum occupancies, the following extra person charges would apply as follows: Supplement: €120 (from 12 years); Child age between 0 – 5 Year: free of charge; Child aged between 6 – 11 Years: €60. Rates include 10% VAT and breakfast



b) Group bookings

For group bookings (groups are 5 or more rooms per night whether booked by separate persons or not), group rates are available upon request and must be confirmed in writing by the Company.

c) Cancellation and no-shows

For all cancellation, the Tour Operator agrees to pay the Hotel the corresponding charge according to the term & conditions of the rate plan booked.

All cancellations must be communicated via e-mail and receipt confirmed by our reservations department. For all no-shows, reservations will be charged according to the cancellation policy.

d) Blackout dates

The Company reserves the right to add black-out dates at any time to any rooms covered by this Agreement. Existing confirmed reservations will not be affected by added black-out dates.

It is the responsibility of the Tour Operator to inform the guests if their request for special accommodations has not been confirmed prior to the guest's arrival at the Hotel. The Company will not contact the guest directly.

e) Reservations procedures

Reservations are not confirmed and will not be honored until a confirmation number has been assigned by the Company to the Tour Operator.

The Company reserves the right at any time to close a rate category out as to any future reservations and shall be under no obligation to make rate categories available for future reservations.



f) Relocation policy

In the event the Company is unable to accommodate a confirmed reservation, the Company will provide the following:

- Accommodation at a comparable hotel at no charge to the Hotel guest for the first night the Hotel guest is displaced.
- One complimentary round-trip ground transportation between the Hotel and the alternate hotel for each day the Hotel guest is displaced.
- One call and necessary arrangements for forwarding of displaced Hotel guest's telephone messages and mail.
- Offer to relocate displaced guest back to first available room at the Hotel. If room becomes available and the Hotel guest elects not to return to the Hotel, the Hotel will have no further obligations.

ART. 4

PAYMENT AND BILLING

Upon confirmation by the Company of all the Hotel rooms reservations made by the Tour Operator, the Tour Operator shall be responsible to pay all Hotel rooms to the Company, pursuant to the applicable rates.

All payments shall be made via wire transfer to the following Company's Bank Account:

Account: HOTEL LE MONTRACHET USSO
Bank: CREDIT MUTUEL
Branch: BEAUNE (BURGUNDY)
IBAN: FR76 1027 8025 0400 0206 0850 113
BIC/SWIFT: CMCIFR2A

Ref: Réglement COMO Le Montrachet – Guest's Name

All payments shall be made within 14 days before arrival of the Tour Operators' customers.



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Such customers will be responsible for the cost (including applicable taxes) of any upgrade they request. The price will be based on the difference in the best available rate of the unit types requested.

ART. 5

ADDITIONAL TERMS AND CONDITIONS

a) Co-op advertising

The Tour Operator will never participate in any co-op advertising or brochure without Company's prior written approval, which approval may be withheld in Company's sole and absolute discretion.

b) Logo

The Tour Operator shall not use the name, trademark or logo or any other proprietary designation of the Company and/or Hotel in any advertising or promotional material without Company's prior written approval, which approval may be withheld in Company's sole and absolute discretion. The Tour Operator shall comply with the terms and conditions required by the Company for such use. Any printed forms or literature pertaining to the Company and/or Hotel must be reviewed and approved in writing by the Company.

c) Review and approval of content

A proof of all copy and photography regardless of the source ("Content") to be used in any brochure or tariff (whether printed or on-line) must be submitted to the Company for written approval prior to any distribution by the Tour Operator. So long as unmodified, any approved Content may be used without further approval during the term of this Agreement. Two (2) copies of published tariff and/or brochure catalogue must be forwarded to the Company.

d) Ownership of marks

The Tour Operator acknowledges that Company's and Hotel's name, as well as all related names, trademarks, service marks, copyrights, domain names and logos (collectively "



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Marks”), are the exclusive property of the Company. The Tour Operator shall not register any of the Marks in whole or part as a domain name or as a part of any other symbol or element used in electronic commerce without having obtained Company’s prior written consent as the case may be, which consent may be withheld for any reason whatsoever. The Tour Operator shall not challenge Company’s or Hotel’s ownership of the Marks, or any intellectual property that is now or may in the future be owned by Company or Hotel. Upon Company’s written request, the Tour Operator shall immediately cease using the Marks and shall cause all other persons or companies that Tour Operator has permitted to use the Marks, to cease using the Marks.

e) Internet keyword marketing

The Tour Operator shall not bid on or purchase placement rights (for example sponsored advertising placement) for any Company or Hotel service mark or trademark or use any Hotel service mark or trademark in any manner for its advertising, including but not limited to internet and web advertising without the express prior written consent of Company.

f) Brand loyal marketing

The Tour Operator shall not target, solicit or otherwise exploit any data to seek or offer business from Company loyal customers.

g) Distribution of guest rooms

The Tour Operator shall promote, sell and distribute the Hotel rooms pursuant to the terms and conditions provided for in this Agreement.

Any different promotion is prohibited without the prior written approval by the Company.

The Tour Operator hereby acknowledges and agrees that it shall neither offer to, nor distribute guest rooms to any of the businesses (and any known affiliates of the businesses), listed in the Attachment 1) to this Agreement, as amended from time to time by the Company.



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h) Assignment

The Tour Operator may not assign any benefits arising under or associated in any way with this Agreement without prior written consent by the Company which consent may be granted or withheld in sole and absolute discretion of the Company. The Tour Operator may not sell, assign or convey the room nights, which are the subject of this Agreement to any other Tour Operator, company or person(s), or place or advertise the rooms for sale on any Internet site without the prior written approval by the Company.

ART. 6

TERM

This Agreement shall be valid, effective and binding upon the parties for a term of one year, starting from its signature date and shall be automatically renewed for additional terms of one year each, unless one party gives 60 days termination notice to the other party, by means of certified electronic email.

Upon termination of this Agreement, the Tour Operator shall immediately cause to terminate any promotion, sale and distribution of the Hotel rooms.

ART. 7

GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with French Law.

Any dispute that may arise between the parties with respect to this Agreement shall be subject to the exclusive jurisdiction of the Commercial Court (*Tribunal de commerce*) of Dijon _



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Puligny-Montrachet,

COMPANY: Nuba Expediciones, SL	HOTEL: COMO Le Montrachet
PRINT NAME: Alessandra Girardi	PRINT NAME: Florian Bonnin
PRINT TITLE: Product Director	PRINT TITLE: General Manager
CONTACT No: +34 91 745 4745	CONTACT No:
EMAIL: alessandra.girardi@nuba.com	EMAIL: Florian.Bonnin@comohotels.com
SIGNATURE: <i>Alessandra Girardi</i>	SIGNATURE:
DATE: 1 August 2023	DATE: