



CONFIDENTIAL PARTNERSHIP CONTRACT
(with automatic renewal)

From January 1st, 2025 to December 31st, 2025

« The Agency »

Company Name : NUBA EXPEDICIONES S.L, including NUBA EXPEDICIONES DE MEXICO (S. de R.L de C.V, NUBA USA, Inc.)

Represented by : Alessandra Girardi, Product Director
alessandra.girardi@nuba.com

Address : Calle de Serrano, 96
28006 Madrid, Spain

Phone : +34 917 45 47 45

« The Hotel Group »

Company Name : EVOK COLLECTION

Represented by : Caroline Krancenblum, Sales Director
ckrancenblum@evokcollection.com

Group Address : 17 Avenue de l'Opéra, 75001 Paris, France

Group Telephone : +33 1 58 12 03 03

« The Hotel(s) Concerned »

NOLINSKI PARIS	16 Avenue de l'Opéra, 75001 Paris
BRACH PARIS	1-7 Rue Jean Richepin, 75016 Paris
COUR DES VOSGES	19 Place Des Vosges, 75004 Paris
NOLINSKI VENEZIA	Calle Larga XXII Marzo - S. Marco 2032, 30124 , Venezia

Hotels Reservations contact details

NOLINSKI Paris :	booking@nolinskiparis.com	+33 1 42 86 10 10
BRACH Paris :	booking@brachparis.com	+33 1 44 30 10 00
COUR DES VOSGES :	booking@courdesvosges.com	+33 1 42 50 30 30
NOLINSKI Venezia :	booking@nolinskivenezia.com	+39 041 4062459



GENERAL SALES CONDITIONS

DURATION OF THE OFFER AND FORMATION OF THE CONTRACT

This confidential agreement constitutes an offer until its acceptance by **the Agency**.

The acceptance period for this offer is 1 month. In this way, this document shall be returned duly signed by the **Agency** and transmitted to the **Hotel** before December 13th, 2024, if not, the offer will automatically be null and void. The contract between the two parties shall consist of the present document as well as its appendix, excluding any other document (leaflet, commercial documents, ...). This contract is valid from its signature day until the 31st of December 2025 and should automatically renew on the 1st of January each year unless either party provides written notice of its intention not to renew at least 30 days prior to the expiration of the current term, meaning there is no specified end date.

RESERVATIONS

Reservations are requested unless otherwise stated in the contract. All reservations are either confirmed through the B2B system in place or upon request directly to the **Hotel** by e-mail.

RATES

- ✓ The rates are effective from January 1st, 2025 until December 31st, 2025 for individual or group customers, upon receipt of the present duly signed contract. No black-out dates will apply for the duration of this contract.
- ✓ These rates are linked to the BAR (public rate) and include service and VAT. The City tax (if applicable) and any extras will be paid by guest at departure.
- ✓ Commissions will be valid and based on accommodation revenue, including breakfast.
- ✓ Confidential Benefits:
 - 10% commission on Classic and Superior rooms
 - 15% commission on rooms from Deluxe
 - Complimentary Breakfast
 - VIP Welcome Amenity
 - Early check-in and Late check-out upon availability
 - Upgrade upon availability
- ✓ The accommodation for children less than 2 years old sharing the room with their parents is free, including breakfast.

PRICING CONDITIONS

In exchange for the agreed rates and benefits, a minimum volume of **100 room nights** is expected during the contract period. Midway through the contract term, a booking status review will be conducted. The Hotel reserves the right to cancel the contract if the actual number of reserved room nights falls below this expected volume.

Guests will have free unlimited access to the Spa area (extra charge applies for treatments)

Guests will have free and unlimited Wifi internet access across the hotel.

These rates are effective exclusively for the determined room category, excluding any other category. These rates cannot be cumulated with other promotional offers. The **Hotel** reserves the right to modify these rates according to legislative and/or regulatory change which could lead to a change in their rates (change of the current VAT, introduction of a new tax, ...).



RESERVATION GUARANTEE

Reservations are guaranteed until the following noon (12:00pm local time).

If the reservation conditions are not respected, the **Hotel** reserves the right to take back possession of the rooms.

TOTAL OR PARTIAL RESERVATION CANCELLATION AND NO-SHOW

Stay reductions or cancellations shall not be billed if they are made:

- At *Nolinski Paris, Brach Paris*: At least 24 hours before the planned arrival date, before 3:00pm local time. For cancellations made less than 24 hours before the arrival date, past 3:00pm local time, the **Hotel** shall bill the client the first reserved night, according to the contract rates.
- At *Cour des Vosges and Nolinski Venezia*: At least 72 hours before the planned arrival date, before 3:00pm local time. For cancellations made less than 72 hours before the arrival date, past 3:00pm local time, the **Hotel** shall bill the client the first reserved night, according to the contract rates.

GROUP OR LONG STAY

For reservations from 6 rooms x 1 night or 1 room x 6 nights, semi-flexible sales conditions will apply.

The **Hotel's** reservations department will submit them to you for approval in order to confirm the reservation.

Group sales conditions vary according to the total number of nights reserved as well as the desired period of stay.

NO SHOW

In the case of a no-show from one or several beneficiaries, the cancellation conditions not being respected, the Hotel would bill the Agency the first reserved night, according to the contract rates.

RELOCATION

In the case of exceptional internal events or punctual force majeure, the **Hotel(s)** reserves the right to relocate totally or partially the beneficiaries in a hotel of the same category (or superior) at the same rate; the cost inherent in the transfer would then be at the charge of the **Hotel(s)** which would not be indebted for any indemnity.

INVOICING AND PAYMENT CONDITIONS

- ✓ Invoices are issued by the **Hotel** and are payable in full by the customer at reception upon departure.
- ✓ Should a third party bear the cost of a stay, the **Hotel** will send the invoice to the third party for payment, unless otherwise specified in the reservation contract.
- ✓ Remote payments can only be made by credit card in the secure "System Pay" format.
- ✓ In the event of non-payment within the time limit, the **Hotel** will inform the **Agency** of the date and amount that will be debited from the credit card, references of which must be duly signed to validate the contract on page 6.
- ✓ A payment which is not made within the time limit would result, as a matter of law and without notice, in late payment penalties, the rate of which would be equal to one and a half times the legal interest rate.
- ✓ In the event of a dispute that remains unresolved for a period of more than eight days from receipt of the reminder, the **Hotel** reserves the right to refuse any future reservation.



PERSONAL DATA PROTECTION

We are committed to protecting your personal data and ensuring its confidentiality, integrity, and security. Our comprehensive Data Protection Policy outlines the measures we take to safeguard your information and your rights regarding your data.

For detailed information, please review our Data Protection Policy at the following link:

<https://evokcollection.com/en/personal-data-policy/>

By signing this contract, you acknowledge that you have read, understood, and agree to the terms outlined in our Data Protection Policy.

HOTEL GENERAL TERMS AND CONDITIONS

By signing this contract, you acknowledge that you have read, understood, and agree to the terms outlined in our Hotel General Terms and Conditions which you can review here : <https://nolinskiparis.com/en/conditions-generales-hotel/>. These terms are the same for all Evok Collection hotels listed in this partnership contract.

MODIFICATION OF THE CONTRACT

Any modification of the contract must be made object of an amendment signed by both parties.

CONFIDENTIALITY

Both parties recognize a strictly confidential character to the stipulations of the contract they have signed.

AMENDMENT & BREACH OF CONDITIONS

- ✓ Any breach of the conditions set out above shall result in the review and termination of this contract. The **Agency** shall not be entitled to any compensation or indemnity.
- ✓ In the case of public disclosure of these confidential benefits, the **Hotel** reserves the right to terminate the present contract, close any outstanding availability and refuse any new reservations emitted by the **Agency**.
- ✓ From the duration of the contract, should the **Agency** have the intention to sell, rent or, in any other manner, modify or dispose of its legal identity as owner, such circumstances shall be notified to the **Hotel** minimum 15 days prior to performing such act of disposal. Under these circumstances, the **Hotel**, upon the receipt of the notification from the **Agency**, shall be entitled to terminate the hereby agreement.
- ✓ The **Agency** shall not be entitled to seek for any compensation. From this moment, the **Agency** declares itself responsible for the non-compliance of the obligations.
- ✓ Should the **Agency** incur a substantial breach of contract, the **Hotel** would be entitled to automatically terminate the hereby agreement.
- ✓ Under all circumstances and without prejudice to any right or compensation provided in the applicable regulations, the **Agency** will be bound to pay, as per penalty clause, the damages and loss caused by the non-compliance without needing to substantiate them.



The specific terms of the hereby agreement is confidential, entering both parties herein into mutual engagement not to disclose the economic terms set forth in the hereby agreement.

Any amendment made to the provisions of the specific or general terms herein shall always require a written mutual consent.

JURISDICTIONS

Any dispute which cannot be settled amicably regarding the validity, interpretation or performance of this contract shall be put before the courts within the jurisdiction of the Cour d'Appel de Paris.

EVENTS OF FORCE MAJEUR

The hereby agreement shall be terminated due to any circumstances beyond control that objectively prevents the normal development of leisure and tourist activities of the granters.

Both parties give the possibility of a complete or partial review of the agreement in case of events of Force Majeure, such as, but not limited to: occurrence of strike, boycotts, labour disputes, border closing, embargoes, acts of terrorism, war, climate conditions, revolution or other major acts beyond any party's control or responsibility.


THE SIGNATURE OF THE PRESENT CONTRACT INVOLVES THE UNRESERVED ACCEPTANCE OF THE CONDITIONS PREVIOUSLY ANNOUNCED.

CONSENT AGREEMENT

Paris, 28/11/2024

For the **Hotel:** **EVOK COLLECTION**
Represented by: **Caroline KRANCENBLUM**

For the **Agency :** **NUBA EXPEDICIONES S.L. including
NUBA EXPEDICIONES DE MEXICO, S.
DE R.L. DE C.V., Nuba USA, Inc.**
Represented by: **Alessandra Girardi**

Signature: 

Signature: 



AUTHORIZATION OF CREDIT CARD DEBIT

The **Agency** hereby authorizes the **Hotel** to debit the hereafter mentioned credit card of the owed amount of the unpaid invoices.

REFERENCES

Company: _____

Address: _____

Zip Code: _____

City: _____

Country: _____

Siret: _____

CREDIT CARD REFERENCES

Credit Card Type :

Credit Card Number :

Expiration Date :

Credit Card Holder :

For _____ :
Stamp of the company and signature

Signature of the Credit Card Holder :



EVOK COLLECTION ETHICS POLICY

Dear Partners,

In this profoundly changing world in which everyone must become aware of their responsibilities and adapt how they work, Evok is taking its good conduct approach even further.

For me, global performance is closely linked to the performance of our partners, suppliers and subcontractors. Ethics must be at the heart of our everyday conduct. It is a question of complete trust in the development of our shared business activities.

I strongly confirm our commitments to respect human rights, both in terms of our members of staff and all those who work alongside us and closely contribute to the group's creation of added value.

I hope that you will join us in our efforts and, together, be part of a dynamic and positive synergy for change.

EMMANUEL SAUVAGE
CO-FONDATEUR OF EVOK.

1) ETHICS AND SOCIAL RESPONSIBILITIES

EVOK does not tolerate any discrimination, particularly with regard to race, sex, age, religion, disability, sexual orientation, or political opinion. The prohibition of any discrimination is an integral part of our values and we conduct all business practices accordingly. Our partners must demonstrate exemplary behavior in terms of social responsibility and irreproachable ethics.

EVOK has adopted an ethical approach determined by fundamental principles, and international agreements and standards.

- The Universal Declaration of Human Rights

- The International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work and its follow-up, which covers freedom of association, and the elimination of forced labor, child labor and discrimination

- The Global Compact inviting companies to adopt and support ten fundamental values in the following domains: human rights, labor standards, the environment, and anti-corruption

• **Prohibition of child and adolescent labor:** labor by children under the age of 16 years old is strictly prohibited. Termination of the partnership shall be envisaged if one of our partners employs such practices

• **Prohibition of slavery:** any worker has the right to accept or leave a job freely. The use of forced labor, withholding identity papers or using any other constraints is strictly forbidden. Illegal, clandestine and undeclared work will not be tolerated. The supplier must comply with all regulations in force.

• **Prohibition of harassment and any discrimination:** we expect our suppliers to treat their employees with respect and dignity. No abuse or psychological, physical or sexual harassment will be tolerated.

• **Health and safety:** we expect our suppliers to provide a safe and healthy working environment.



They must comply with all applicable regulations, local and international laws. The working conditions of our suppliers' employees must be continuously improving to contribute to collective well-being.

- **Integrity of the person:** our suppliers must pay a regular minimum wage. In the event that there is no legal minimum wage in the country concerned, the supplier must ensure that salaries are at least equal to the average minimum in the sector of activity. The number of work hours carried out must comply with the provisions of national laws and collective agreements.

2) PROFESSIONAL INTEGRITY

EVOK requires its partners to demonstrate exemplary behavior in terms of professional and relational integrity in the conduct of their activities. They must act entirely in compliance with local, national and international legislation, which must be applied in the conduct of their enterprise. We have zero tolerance for corruption. Impartiality, fair treatment and transparency are an integral part of our business relations.

No relationship with partners who do not comply with our ethical criteria shall be undertaken and/or maintained.

- **Gifts and benefits:** they may represent acceptable expressions of courtesy within the context of established business relations and if their scope and value are limited. However, it is unacceptable, on the part of a supplier employee, to:

- Receive or give a gift or an invitation with the aim of influencing either party.
- Receive or give a gift or an invitation that could influence the decision, if commercial negotiations are underway.
- Receive or give in return for a decision being made.

- **Anti-corruption, fraud, security and customs authority:**

We expect our suppliers to comply with all the applicable laws in terms of corruption and fighting fraud.

- No payment, donation in kind, expense, reduction, benefit or promise that may influence the course of commercial decisions shall be accepted.
- We require our partners to comply with applicable customs legislation.

- **Confidentiality:** our partners must take all the necessary measures to guarantee the confidentiality of professional secrets within the framework of relations with EVOK. The partnership and the mention thereof must be approved beforehand by EVOK's management before any publication on communication tools.

- **GDPR data protection:** we require our partners to fully comply with the applicable laws and regulations in terms of personal data protection, especially that of our clients.

3) ENVIRONMENTAL PROTECTION

EVOK complies with local environmental norms and regulations. We expect our suppliers to share and apply this same approach. We strongly encourage our partners to take all initiatives to reduce the environmental impact of their activities.

- **The environment:**

- The supplier shall endeavor to ensure that the use of natural resources is fair, sustainable and environmentally friendly.
- They shall endeavor to protect resources by choosing the most effective waste management, reducing production, and upcycling if possible.
- They shall act to minimize the harmful effects on the environment during production.



- Environmental legislation is monitored and they undertake to amend their standard in line with changes in norms.
- They ensure that their members of staff and suppliers are aware of the environmental impacts through information communicated. They raise stakeholders' awareness about protecting biodiversity and ecosystems.

• **The supply chain:**

Our partners' suppliers must:

- Have an environmental policy tailored to the nature of their activities, thus making it possible to anticipate lasting negative effects on the environment.
- Comply with local norms and laws in terms of environmental protection.
- Guarantee that the purchases and sources used have been obtained in a sustainable, environmentally friendly way.
- Provide the material, health and safety characteristics of the products that they use.
- Guarantee that the minerals used do not come from conflict areas.

• **Animal well-being:**

- The fragrance and cosmetics supplier ensures that the products have not been tested on animals and that they comply with the food standards decreed by the European Commission concerning the food chain and animal health.
- Raise awareness about ecosystems and the balance of fauna and flora in supplies

CONTROLE AND AUDIT

- We reserve the right to check that these principles are being followed and to carry out compliance audits.
- Suppliers should therefore undertake to improve or correct any deficiency detected.

PARTNER COMMITMENT

We, NUBA EXPEDICIONES S.L. including
NUBA EXPEDICIONES DE MEXICO, S.
DE R.L. DE C.V., Nuba USA, Inc. confirm that:

- We have received the EVOK Ethics charter and have taken due note of its contents
- We know the legislation of the countries in which we operate
- EVOK will be informed of any breach or non-compliance with the codes of conduct
- We attest to the compliance of our suppliers and partners

We hereby authorize EVOK to carry out audits on our premises to check proper observance of the Ethics charter's provisions.

Date : 26 November 2024

Signature : 