



## ADDENDUM TO 2025 & 2026 TOUR OPERATOR AGREEMENT

Randheli, August 30, 2025

This Addendum is issued by Cheval Blanc Randheli further to updated guidance from LVMH Hotel Management. It supplements all existing agreements with tour operator partners and is effective from 27 August 2025. All terms previously agreed remain valid and enforceable unless specifically amended herein.

### CLAUSES

#### 1. General

If any provision of this Contract is found to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in effect unless otherwise mandated.

No failure by either Party to enforce any rights shall constitute a waiver unless explicitly made in writing.

Section headings are for reference only and shall not affect interpretation.

In case of discrepancy between versions, the French version shall prevail.

#### 2. Sanctioned Person

Cheval Blanc Randheli reserves the right to cancel any booking without liability if the tour operator or any guest included in the booking is identified as a Sanctioned Person or is prohibited from transacting with the Hotel.

“Sanctioned Person” means any person designated under a sanction list, as defined and maintained by any authority, agency or governmental body in charge of the enactment, adoption, administration, imposition and/or enforcement of sanctions regulations of:

- ✓ The United States of America, including, but not limited to, the US Department of the Treasury’s Office of Foreign Assets Control ("OFAC"), the US Department of Commerce's Bureau of Industry and Security ("BIS") and the US Department of State;
- ✓ The European Union, including, but not limited to, the European Commission and the Council of the European Union;
- ✓ The United Kingdom, including, but not limited to, the Office of Financial Sanctions Implementation ("OFSI") and His Majesty's Treasury ("HMT");
- ✓ France, including, but not limited to, the Directorate General of the Treasury ("DGT") and the Service des biens à double usage ("SBDU").

#### 3. Personal Data

Cheval Blanc Randheli processes guest data in accordance with its Privacy Policy and applicable data protection regulations.

#### 4. Intellectual Property

##### 4.1 Brand and Materials

All trademarks, logos, and design elements related to Cheval Blanc are the exclusive property of the Company or used under license. These may not be modified, reproduced, or used beyond hotel-related services.

##### 4.2 Works Displayed at the Hotel

All artworks displayed at the property may not be photographed, reproduced, or published without prior authorization. Any unauthorized use may result in liability and indemnification obligations.

#### 5. Force Majeure

The Parties are bound by Article 1218 of the French Civil Code. Personal convenience does not constitute force majeure.

#### 6. Agreement on Proof

Cheval Blanc Randheli may rely on electronic records (e.g., bank card entries, booking confirmations) as valid proof in case of dispute.

## 7. Governing Law and Dispute Resolution

### 7.1 Governing Law

This Contract shall be governed by the laws of France, without prejudice to any mandatory consumer protections applicable in the guest's country of residence.

### 7.2 Dispute Resolution

Any disputes not resolved amicably will fall under the exclusive jurisdiction of the courts of Paris, including in urgent or multi-party proceedings.

### Appendix – Code of Etiquette

Cheval Blanc Randheli is a sanctuary of privacy and discretion. Tour operator partners are expected to inform their clients of the following guidelines:

- Respect local laws, customs, and cultural norms
- Comply with contractual and payment terms
- Treat all staff and other guests with courtesy and respect
- Avoid damage or misuse of property
- Refrain from illegal, offensive, or disruptive behaviour

Non-compliance may result in restricted access or refusal of future bookings.

### I acknowledge and accept the terms of this Addendum to the 2025 & 2026 Tour Operator Agreement.

This addendum has been issued by Cheval Blanc Randheli due to updated information from LVMH Hotel Management. It supplements the partner agreements and shall apply effective from 27<sup>th</sup> August 2025.

All previously established terms not amended herein remain valid and enforceable.

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Silvia Irani Rothfelder  
*Director of Sales & Marketing*  
CHEVAL BLANC RANDHELI

Madame Alessandra Girardi  
*Product Director*  
NUBA

*Alessandra Girardi*

Date:

Date: 1 September 2025

Kiran Kumar  
*Director of Finance*  
CHEVAL BLANC RANDHELI

Date:

Laurent Chancel  
*General Manager*  
CHEVAL BLANC RANDHELI

Date: