

DIAMOND CLUB BY B SIGNATURE AGREEMENT 2026



BETWEEN THE UNDERSIGNED

B SIGNATURE Hotels & Resorts, an economic interest group under the French law, having its registered office at 46 bis rue des Hauts Pavés - 44000 Nantes, registered under number 531 929 446 at the trade register of Nantes, acting for itself and on behalf of its member companies, represented by Mrs. Anne JOUSSE, duly authorized for the purpose of this Agreement,

Hereinafter referred to as « **B SIGNATURE** » or « **B SIGNATURE Hotels** », **Agathe Condette – Key Account manager**

And NUBA

NUBA incorporated under the laws of _____, having its registered office at _____, registered under number _____.

Represented by _____, acting as _____,

Hereinafter referred to as “the Distributor”

Hereinafter collectively referred to as the « **Parties** » and individually as the « **Party** »

IT BEING FIRST SPECIFIED THAT:

WHEREAS the Distributor is acting as an important player in the business of offering business and leisure travel services, whose recognized expertise allows to reach successfully demanding customers by offering tailor-made services.

WHEREAS B SIGNATURE’s members are offering high quality services within seven properties, featuring both luxury and elegance:

- Hôtel de Sers, Paris Champs Elysées
- Hôtel Vernet, Paris Champs Elysées
- Hôtel Bel Ami, Paris Rive Gauche
- Hôtel Montalembert, Paris Rive Gauche
- Hôtel Edouard 7, Paris Opéra
- Hôtel Manapany, Saint-Barth, Antilles françaises
- Hôtel de la Bretesche, Missillac, Bretagne.

Hereinafter collectively referred as « **B SIGNATURE Hotels** ».

NOW THEREFORE for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows

ARTICLE 1 - PURPOSE OF THE AGREEMENT

To ensure the commercial success of their relationship, the Parties hereby wish to set out the commitments they undertake to put into effect within the Diamond Club Program.

ARTICLE 2 - – DISTRIBUTOR COMMITMENTS

2.1. The Distributor agrees and undertakes to carry out at its own costs marketing actions to promote B SIGNATURE Hotels to whole of its customers and teams, in particular by :

- Including B SIGNATURE's tradename and logo as a trade partner, in particular within its website and its email signature ;
- Optimizing B SIGNATURE and its hotels' referencing on whole of its outlets ;
- Including B SIGNATURE Hotels within its particular promotional campaigns in France and worldwide ;
- Ensuring its employees dissemination and awareness of the DIAMOND CLUB program;
- Holding at its own costs all material supports such as flyers ensuring B SIGNATURE Hotels promotion.

2.2. The Distributor agrees and undertakes to deploy all the necessary resources and tools to increase its sales for the current year up to 10% more than the previous year sales.

ARTICLE 3 - B SIGNATURE HOTELS COMMITMENTS

In consideration of the performance of the commitments detailed in article 2 above and regarding the improvement of their partnership as seek by the Parties, B SIGNATURE agrees and undertakes that the Distributor and its clients will benefit the following added values.

3.1. Added values for the Distributor within DIAMOND CLUB PROGRAM

3.1.1. In consideration of the performance of the commitments described herein, the Distributor will receive :

- A **12% commission¹ on the room rate** for amounts collected by B SIGNATURE Hotels for all the bookings made by the customers, up to 7 rooms, through the Distributor.
- A **16% commission¹ on the suite rate** for amounts collected by B SIGNATURE Hotels, for all the bookings made by the customers, up to 7 rooms, through the Distributor.
- **From 7 rooms – group conditions on request upon availability.**
 - **Year-round: a 10% commission¹** on the room rate for amounts collected by B SIGNATURE Hotels, for all the bookings made by the customers through the Distributor.
 - **On low season (from November to April in Paris and from May to August in St Barth): a 12% commission¹** on the room rate for amounts collected by B SIGNATURE Hotels, for all the bookings made by the customers through the Distributor.

The commission will be settled by B SIGNATURE Hotel that will have provided the services within [30 days following the invoice is send out.]

¹ It is expressly agreed between the parties that all the commission fixed in this agreement will never apply on VAT, sales taxes and such other applicable national, governmental, provincial, state, municipal or local taxes or levies and such other extra's fees and surcharges which are not included in the offered rate at the time of booking.

3.1.2. Special conditions to Added values for the Distributor regarding bookings made in HOTEL MANAPANY: the aforementioned commissions are only available for bookings confirmed before September 1st of current year for stays during Festive Season of the same current year. Consequently, bookings confirmations received after September 1st of current year, even for stays during Festive Season, will not entitle the Distributor to the aforementioned added values, but **10% commission on the best available rates. The Festive season is occurring from December 20th, 2026 to January 5th, 2027.**

3.1.3. Special conditions to Added values for the Distributor regarding bookings made in DOMAINE DE LA BRETESCHE: the aforementioned commissions is only available for bookings confirmed before June the 1st of current year for stays from July 31st to August 15th of the same current year. Consequently, bookings confirmations received after June the 1st of current year, even for stays **from July 31st to August 15th**, will not entitle the Distributor to the aforementioned added values, but **10% commission on the best available rates.**

3.1.4. Special conditions to Added values for the Distributor regarding bookings made in the Parisian Hotels: the aforementioned commissions is not available for bookings confirmed for stays from **June 1st to 30th 2026.** On these dates, the hotel offers 10% commission on the best available rates.

3.1.5. In order for the Distributor to assess regularly the improvement of its results, B SIGNATURE undertakes to provide the Distributor a reporting of its sales for each past quarter. This reporting will be sent by email within the 15 days following the end of the quarter.

3.2. Added values to customers within DIAMOND CLUB Program

3.2.1. B SIGNATURE Hotels agrees and undertakes to offer to customers provided by the Distributor through DIAMOND CLUB Program the following added values:

- \$100 Food & Beverage credit* (exception of the *Hotel Edouard 7* and the *Domaine de la Bretesche Golf & Spa* where the voucher will be of \$80)
- Breakfast included
- Early Check in and late check out upon availability
- Upgrade upon availability
- VIP Amenity

***Not applicable on Rooms Service or Mini bar consumption.**

ARTICLE 4 - DURATION – EARLY TERMINATION

4.1. Duration

This agreement shall be effective as from its date of signature. The increase rate of sales defined in article 2.2. is available for season 2026.

At the end of this period, the Parties shall be entitled to renew or not their partnership, and/or to modify the terms and conditions of the hereby agreement. Any renewal and/or amendment to the Agreement will be drawn up in a written form, approved and signed by the Parties.

4.2. Early termination

Except in case of Force majeure, the failure to honor any of the obligations stated in the present Agreement will be considered as a breach of contract, upon which the other Party reserves the right to terminate the Agreement, by registered mail with proof of delivery, effective immediately and without prejudice of all other rights and remedies. The termination of the Contract takes full effect from the moment of receipt by the defaulting party of the aforementioned registered mail.

ARTICLE 5 - CLOSING ACCOUNTS

In case of termination of the Agreement, for any reason whatsoever, the Parties agree to state closing accounts to be approved by both parties. This statement will have to contain the list of bookings made through the Distributor and not achieved prior to the date of termination, and for which, the Distributor would have to receive a commission as stated in Article 3.

ARTICLE 6 - CONFIDENTIALITY

Each Party undertakes to keep the information of the other Party, whatever its nature, received within the scope of the Agreement, strictly confidential.

The present confidentiality commitment shall remain in force for the duration of the Agreement and for a two-year period (2) from its termination, whatsoever the cause.

Drawn up in Paris, on December 10, 2025, in two (2) original duplicates

For **B SIGNATURE**

NUBA EXPEDICIONES S.L
For the Distributor

Alessandra Girardi

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