

2026 SALES AGREEMENT
TOUR OPERATOR / WHOLESALER
B2B EXCLUSIVE AGREEMENT

Between

Tour Operator/Wholesaler name: NUBA EXPEDICIONES DE MEXICO
Complete Address: Goldsmith 60 – Mexico City
Country: Mexico
TAX ID:
Company Number: +52 5552554455
E-mail:

TOUR OPERATOR/WHOLESALER CONTACTS

Name: Sofia Suarez
Title: Product Director Americas
E-mail:
Direct Telephone/Mobile:
Stop Sales E-mail:
Accounting E-mail: finanzas@nuba.com

and

CASA ANGELINA

Address: Via Capriglione, 147 – 84010 Praiano, Amalfi Coast (SA)
Country: Italy
Telephone: +39 081 8131333
Email Address: reservations@casangelina.com
VAT Number 08435301216

HOTEL PRIMARY CONTACTS

- General Manager: Domenico De Simone
- Director of Sales & Marketing Annarita Aprea aaprea@casangelina.com
- Revenue & Rate Loading: tba revenue@casangelina.com
- Reservations Department Giuliana Di Biase reservations@casangelina.com
- Concierge Services: Antonia Gambardella concierge@casangelina.com
- Front Desk: Marina Rumolo fhm@casangelina.com

2026 SEASONALITY

Hotel Opening Date: 28th March 2026
Hotel Closing Date: 31st October 2026

SALES CONDITIONS

- Hotel will offer **17% commission** from Hotel BAR rates; to be calculated **on the room rate Net 10% Vat**.
- For your reference, Hotel BAR rates can be found on our hotel website (www.casangelina.com - [Book now](#)) under BEST AVAILABLE BED AND BREAKFAST INCLUDED code. Rates are shown in EUROS and do not include VAT. Our BAR Rates **are dynamic** and therefore may change according to the travel dates and length of stay.
- The taxes stipulated (VAT valid at the billing date) are those currently in effect and may change according to Italian regulation.

SPECIAL CONDITIONS

Hotel Promotional Rates & Packages:

Hotel will offer 10% commission from Hotel Promotional rates or Packages; to be calculated on the room NET from VAT (10%)

ALLOCATION AND RATES

Room availability is upon request. Free sale is available only through interface with Hotel Channel Manager only. Availability may change and the offer sent out by our Reservations Department has a 48-hour validity.

APPLICABLE MARKETS

The above contracted rates are valid for bookings from following Geo markets unless otherwise informed by hotel: WORLDWIDE. Contracted rates are not applicable to group bookings, they can only be applied to bookings of maximum 2 rooms.

MINIMUM GUARANTEE

To maintain TO/WS conditions, the Tour Operator /Wholesaler agrees to generate a minimum Net Revenue of 30 Room Nights or EUR 25K within the duration of this Agreement.

BED CONFIGURATION & ROOM CATEGORIES

Extra bed supplement charge is EUR 400,00+ 10% VAT per night in accordance with the bed configuration and room occupancy. Buffet breakfast is included in the rate. Please see bed configuration & occupancy chart (ANNEX 1) for room capacity.

CHILDREN POLICY

Casa Angelina is an Adults-only property and children are welcome from 12 years of age.

PET POLICY

Pets are not allowed.

MULTIPLE-ROOM BOOKINGS are restricted to maximum 3 rooms in total (6 people)

FOOD & BEVERAGE

No Half Board arrangement is operated at Casa Angelina.

Guests will be able to enjoy à la carte meals at the *Seascope All-Day Dining Restaurant* (open all-day long for lunch & Dinner) and *Un Piano Nel Cielo Michelin-starred Restaurant* (Italian Fine Dining, open only for Dinner).

Due to restaurant capacity, table reservation at the time of booking is recommended for our Un Piano Nel Cielo Restaurant.

CHECK IN AND CHECK OUT TIMES

Check in time: 15:00

Early check-in: Arrivals before 15:00 hrs. can be guaranteed only at additional charge of 100% nightly rate

Check out time: 12:00

Late Check-out: subject to availability

BLACK OUT DATES

Blackout dates may apply during the season and will be set via channel manager or informed by hotel reservation team to the stop sales e-mail indicated in page 1.

CANCELLATION / NO SHOW CHARGES

The cancellation policy including cancellation fees, no-show and early departure charges etc. is subject to the Hotel's standards and cannot be changed.

Cancellations can only be accepted in writing.

Special cancellation policies may apply to promotional rates.

- For reservations cancelled 30 days prior to arrival date no penalty charge will be applied
- For reservations cancelled between 29 to 15 days prior to arrival date, 50% of the total stay for each room cancelled will be charged including tax.
- For reservations cancelled after above term the full stay will be charged for each room cancelled including tax.
- In case of no-show and/or early departures, the entire stay will be charged including tax.

INVOICING PROCEDURE AND METHOD OF PAYMENT

- a) The guarantee for reservations is as follows:
 - Payment to be received prior to the Guests' arrival (no later than 7 days before)
 - Rates will already be quoted already net commission and payment can be made net.
- b) All extra expenses apart from accommodation and breakfast must be settled upon departure. All extra expenses (as e.g. airport transfer etc) paid by the operator and not by the guest have to be included in the voucher / written notice / booking order accompanying all reservations.
- c) If credit has been established and reconfirmed by the Hotel's Financial Department invoices must be paid within 30 days after invoice date.

BROCHURE REVIEW

Please note that **all materials must be reviewed prior to publication**. Rates must be published according to the terms and conditions stipulated in this agreement. Failure to submit brochures for review prior to printing could result in cancellation of allocation or withdrawal from promotional offers.

VALIDATION AND TERMINATION

- Contract will be considered valid only once both parties have signed it.
- Either party can unilaterally terminate this contract upon 30 days' written notice to the other party.

AMENITIES FOR SPECIAL OCCASIONS

Casa Angelina recognizes guest's special celebrations during their stay - such as Birthday, Wedding Anniversary, Honeymoon with a dedicated special amenity.

Special celebration date should be communicated by the booking agent to our reservation office at the time of booking.

CONSORTIA AMENITIES

Amenities for Contracted consortia such as Virtuoso, Signature, Serendipians, Select, etc, are not extended for bookings under TOUR OPERATOR/ WHOLESALER special sales conditions.

MARKETING INITIATIVES

For any marketing initiatives, refer to section 3 of the "Additional Conditions" part of the contract.

This agreement is signed for and on behalf of and duly authorized by the parties:

On behalf of Casa Angelina:

Annarita Aprea

Annarita Aprea – Director of Sales & Marketing

On behalf of Tour Operator/Wholesaler: _____

Name: Sofia Suarez

Position: Product Director Americas

In date: 26th February 2026

Please e-mail the signed copy to:
Annarita Aprea (aaprea@casangelina.com)

INVOICING DETAILS (to use for invoices only)

DIKETO Casangelina s.r.l
Via G. Porzio Is E7
80143 Napoli - ITALY
VAT 08435301216

BANK DETAILS

BdM Banca
Filiale di Sorrento
Via degli Aranci, 31
80067 Sorrento (NA)
Italy

Bank Account Number:
01/110/1004652 - Diketo Casangelina S.r.l.

IBAN: IT67 F054 2440 2600 0000 1004 652
SWIFT CODE: BPBAIT3BXXX

MAILING ADDRESS:

CASA ANGELINA
Via Capriglione 147
84010 Praiano (SA)
Italy



ANNEX 1 – BED CONFIGURATION & OCCUPANCY CHART

ROOM CATEGORY	CODE	SIZE	N° of Beds	Max Occ.	Connecting Options **	Bathroom Configuration
SINGLE Small balcony, sea view	D1S	15MQ	1	1	N/A	Shower
CLASSIC Small balcony, lateral sea view	C1S	22MQ	1	2	N/A	Bath & Shower combo
CANOPY Lateral sea view, large & airy windows	C1K	35MQ	1	3	N/A	Bath & Shower Combo
ROMANTIC SEA VIEW Front sea view and private balcony with chairs and table	C1Q	23MQ	1	2	N/A	Bath & Shower Combo
RELAXING SEA VIEW Front sea view and large balcony with sun-beds and table	C1V	26MQ	1	2	YES	Bath & Shower Combo
TERRACE SEA VIEW Front sea view and large 30sqm terrace with sun-beds	C1T	30MQ	1	2	N/A	Bath & Shower Combo
DELUXE CORNER Front sea view, with both window and balcony with chaises-longues	B2K	45MQ	1	2	N/A	Double sink, Bathtub and separate walk-in shower
GRAND DE LUXE Top floor, front sea view and large 30sqm terrace with sun-beds	B1K	33MQ	1	2	None	Bath and shower combo
SUITE ANGELINA Signature Suite, top floor, 30sqm terrace with sun-beds	B1S	60 MQ	1	2	N/A	Double sink, bathtub and separate shower
SUITE AZURE Newly launched in 2023, designed by Paola Lenti	A1S	50MQ	1	2	N/A	Double Sink, Bathtub and separate shower
SUITE VERMARINE Newly launched in 2024	E1S	42MQ	1	2	N/A	Bathtub and separate shower



ADDITIONAL CONDITIONS

1. INTERPRETATION AND DEFINITIONS

1.1 In these Conditions (save as expressly provided or unless the context otherwise requires) the following words and phrases shall have the following meanings:

"Allocation" means the number of rooms at the Hotel allocated to the Tour Operator/Online Travel Agency/DMC (in any) for sale pursuant to the agreement;

"Conditions" means these standard terms and conditions;

"Contract" means the Front Page, Annex 1 incorporating Special Conditions (if any), and any other documentation expressly incorporated herein by agreement of the Hotel and the Tour Operator;

"Effective Date" means the date of this agreement;

"Force Majeure Event" means any cause preventing either party from performing any or all of its obligations and which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented;

"Front Page" means the front page of this agreement;

"Hotel" means the entity which issues this agreement on its own behalf as specified and described on the Front Page and listed during the contract;

"Hotel Representative" means the person specified on the Front Page (as amended from time to time in writing by the Hotel);

"Intellectual Property Rights" means patents, inventions (whether patentable or not), trademarks, service marks, logos, trade names, business names, domain names, database rights, design rights, rights in know-how, confidential information, trade secrets, copyrights, moral rights and any other intellectual property or proprietary rights (including rights in computer software), in each case whether registered or unregistered owned or licenced, and including applications for the grant of any such rights and any and all forms of protection having equivalent or similar effect anywhere in the world and any rights under licences in relation to any such right;

"Rates" mean the prices set out in the contract for the dates set out in the agreement;

"Special Conditions" means the additional conditions (if any) contained within the agreement;

"Tour Operator" means the person/company so described on the Front Page;

"Term" means the Effective Date up to and including the final date in the applicable agreement;

"Unpackaged Rates" means rates for rooms in the Hotel which are not packaged with a flight component.

1.2 References to a "person" include an individual, body corporate (wherever incorporated), unincorporated association, trust or partnership (whether or not having separate legal personality), government, state or agency of a state, or two or more of the foregoing.

1.3 References to the singular shall include the plural and vice versa and any gender includes the other gender.

1.4 References to Clauses are to clauses of these Conditions.

1.5 Headings in these Conditions are included for convenience only and shall not affect the interpretation or construction of these Conditions.

1.6 References to writing shall be deemed to include any modes of reproducing words in a legible or non-transitory form.

2. CONTRACT

2.1 The Hotel may at any time request from the Tour Operator/Online Travel Agency/DMC a change to the Contract and the Tour Operator/Online Travel Agency/DMC shall use its reasonable efforts to meet the Hotel's request for such a change.

2.2 The terms of any change to the Contract must be agreed in writing and signed by an authorised representative of the Tour Operator/Online Travel Agency/DMC and the Hotel.

2.3 Nothing in this Contract is intended, or shall be deemed to, establish any partnership or joint venture between any of the parties.

3. MARKETING & COLLATERAL

3.1 All brochures, publications, marketing collateral and advertising features featuring the Hotel is subject to prior approval by the Hotel Representative. Only pictures provided by the Hotel Representative may be used for any brochure, publication, marketing collateral and advertising features. The Hotel reserves the right to decline business resulting from non-approved brochures, publications, marketing collateral and advertising features.

3.2 All advertising campaigns using the hotel trademarks are subject to prior approval by the hotel representative. The hotel reserves the right to decline business from the breach of this clause 3.2.

3.3 Marketing the Hotel as part of a combination package is not permitted without the prior written consent of the Hotel Representative. The Hotel reserves the right to decline business resulting from non-approved combination packages.

3.4 The Hotel Representative shall notify the Tour Operator/Online Travel Agency/DMC of any changes to descriptions of the Hotel and its facilities subsequent to the date of this Contract as soon as is reasonably practicable in which case the Hotel shall have no liability.

3.5 The Tour Operator/Online Travel Agency/DMC shall comply with all applicable laws concerning the marketing, advertising and selling further to this Contract.

- 3.6 The Tour Operator/Online Travel Agency/DMC shall deliver to the Hotel Representative copies of any brochures, marketing collateral and advertising features featuring the Hotel as soon as is reasonably practicable from the date such material is available to the Tour Operator/Online Travel Agency/DMC, but in any event no later than one month before circulation or publication.
- 3.7 Notwithstanding Clauses 3.1 to 3.5 above (inclusive), should the Tour Operator/Online Travel Agency/DMC fail to forward the proposed form and content to the Hotel Representative for review and approval prior to printing of the brochures and other publicity of the Hotel, the Hotel will not be liable to the Tour Operator/Online Travel Agency/DMC or its clients for any damages, costs or claims arising from such misrepresentation. In this situation and where a relevant payment has been agreed between the Hotel and the Tour Operator/Online Travel Agency/DMC, the Hotel reserves the right not to pay any brochure contribution or marketing campaign contribution.
- 3.8 Under no circumstances the name of The Hotel nor its respective trademark can be used in any publicity or AdWords campaign without previous written approval from the hotel. In case of non-compliance from the Tour Operator/Online Travel Agency, The Hotel reserves the right to refuse any reservation and to cancel this contract immediately.
- 3.9 The Hotel operates in the luxury market, therefore, does not authorize the use of words such as “cheap”, “inexpensive”, “low-cost”, “budget” or similar in association with The Hotel name or its trademark.

4. RATES

- 4.1 The Rates and currency for payment under this Contract is as set out in the Agreement and is meant per room per night and inclusive of breakfast and service charge. Taxes, levies, dues or fees imposed by any governmental authority (unless expressly stated otherwise in the Agreement are not included). The Rates are commissionable in the percentage specified in the agreement unless otherwise notified to the Tour Operator/Online Travel Agency/DMC by the Hotel Representative.
- 4.2 The Rates are only applicable to bona fide clients travelling on a FIT basis and are not applicable to groups of five (5) rooms and above, trade missions, exhibition delegates or corporate travellers.
- 4.3 Unpackaged Rates may not be sold directly to any consumer or to consumers via a third party. The Tour Operator/Online Travel Agency/DMC is held directly responsible for publications of their third-party agents. The distribution of any room only or bed and breakfast rate including (but not limited to) through an internet site or global distribution system is forbidden. The Hotel reserves the right to decline business resulting from a breach of this Clause 4.3.
- 4.4 The Rates are only valid where signed by the Hotel and the Tour Operator/Online Travel Agency/DMC.
- 4.5 The Hotel reserves the right to increase the Rates by the value of any applicable sales tax introduced or increased by the relevant government during the Term.
- 4.7 The distribution of any room only or bed and breakfast rate discounted including (but not limited to) through any channel or directly to the consumer, might be forbidden by The Hotel as it might damage The Hotel reputation and integrity in the marketplace.
- 4.8 Rate parity and rate integrity in the marketplace is recommended by The Hotel, and The Hotel reserves the right to terminate this contract in case the non-compliance of this clause 4.8 damages its reputation in the marketplace.

5. TERMS OF PAYMENT

- 5.1 All client bookings will be paid for in advance by the Tour Operator/Online Travel Agency/DMC. Incompliance in the payment terms will result on the cancellation of the booking or termination of contract in case repeated cases of incompliance.
- 5.2 Where the Tour Operator/Online Travel Agency/DMC arranges payment to the Hotel through a third party, the Tour Operator/Online Travel Agency/DMC shall remain responsible for such accounts until receipt by the Hotel of all payments in full.
- 5.3 Where the Hotel has not expressly agreed in writing with the Tour Operator/Online Travel Agency/DMC (other than the signature of this Contract) that Clause 5.2 applies (including but not limited to the Hotel receiving a floating deposit or payment guarantee from the Tour Operator/Online Travel Agency/DMC's bank in a form satisfactory to the Hotel Representative), all client bookings will be paid for in advance by the Tour Operator/Online Travel Agency/DMC.
- 5.4 The tour operator/online travel agency agrees that to the extent it fails to pay for any clients stay in advance further to clause 5.3 or where clause 5.2 applies, such client shall settle his or her account in full out of his or her own funds.

6. RESERVATIONS

- 6.1 All reservations will be on request basis and subject to availability at the time of the reservation.
- 6.2 The Tour Operator/Online Travel Agency/DMC shall include accurate arrival details (date, time and flight number (if applicable)) and the name and country of operation of the Tour Operator/Online Travel Agency/DMC with all reservations. Should the Tour Operator/Online Travel Agency/DMC fail to provide this information, the Hotel cannot be held liable for airport transportation, accommodation or any consequential compensation claims.
- 6.3 For the Hotel, the standard check-in time is 15:00 on the first day and check-out is 12:00 noon on the last day of any client's stay. The Tour Operator/Online Travel Agency/DMC must not confirm any earlier check-in or later check-out time with any client unless the Hotel has expressly confirmed in writing its availability.

7. RESPONSIBILITIES OF THE TOUR OPERATOR/ONLINE TRAVEL AGENCY/DMC

- 7.1 The Tour Operator/Online Travel Agency/DMC must promptly notify the Hotel of any claims brought by a client against the Tour Operator/Online Travel Agency/DMC which is relevant to this Contract and provide the Hotel with copies of all correspondence relating to such claim.

- 7.2 The Tour Operator/Online Travel Agency/DMC must promptly notify the Hotel of any disputes, refunds or compensation involving the Hotel. The Hotel shall not be responsible for any refund or compensation unless it has given its prior written approval for such refund or compensation.
- 7.3 If any dispute or claim becomes subject to legal proceedings the Tour Operator/Online Travel Agency/DMC must immediately notify the Hotel and the Hotel shall have twenty-one (21) calendar days to take up conduct of the legal proceedings. Failure to adhere to this Clause 7.3 will result in the Hotel not being liable to reimburse the Tour Operator/Online Travel Agency/DMC for any costs, sums or expenses paid or incurred by the Tour Operator/Online Travel Agency/DMC or any third party in connection with such matters.
- 7.4 The Tour Operator/Online Travel Agency/DMC agrees that in the case of death, disease or bodily injury to guests or loss or damage to guests' property where it is possible the Hotel may have any liability, it is a requirement of the Hotel insurers that they have control over any negotiations which take place affecting such liability of the Hotel.
- 7.5 The Tour Operator/Online Travel Agency/DMC agrees in its keyword purchasing activities not to purchase (and if purchased it shall cease such use of) an advertising or sponsorship position triggered by the Hotel Name in any order, by themselves or in conjunction with any other terms, in connection with paid online searches in a manner that may cause consumers to be confused as to the origin of goods or services or the identity of the party providing such goods or services. Notwithstanding clauses 2.1 and 2.2, the Hotel Representative may update by the Hotel Name by submitting a revised list to the Tour Operator/Online Travel Agency/DMC once a calendar quarter. The Hotel agrees that this provision relates only to the purchase by the Tour Operator/Online Travel Agency/DMC of the Hotel Name and the Tour Operator/Online Travel Agency/DMC has no other restrictions on its keyword purchasing activities if in conformance with Section 3 of this agreement.

8. RESPONSIBILITIES OF THE HOTEL

- 8.1 The Hotel shall ensure that it complies with local official health and safety requirements, including but not limited to fire and accident prevention, and have proper functioning technical installations, including but not limited to gas and electrical installations. The Hotel confirms that so far as it is aware, all necessary safety inspections of its facilities have been carried out by relevant authorities.
- 8.2 The Hotel agrees to provide an appropriate high standard of operation. Information regarding the safety and security of guests shall be brought to the clients' attentions by the Hotel in accordance with applicable local regulations.
- 8.3 If for any reason it is necessary for the Hotel to transfer a client to another hotel, such hotel shall be in at least the same category as the Hotel. Where reasonably practicable, the Hotel shall inform the Tour Operator/Online Travel Agency/DMC in advance of such proposed transfer.
- 8.4 The Hotel has in place property and liability insurances in line with its requirements and as required under any applicable laws of the country in which the Hotel is located.

9. CONFLICTS OF INTEREST

- 9.1 The Tour Operator/Online Travel Agency/DMC shall not pay or give any fee, commission, rebate or anything of value to or for the benefit of any staff of the Hotel other than as expressly set out in this Contract. The Tour Operator/Online Travel Agency/DMC shall use its best efforts not to permit any of its staff to engage in any activities contrary to or detrimental to the best interest of the Hotel.

10. INDEMNITY

- 10.1 The Tour Operator/Online Travel Agency/DMC shall indemnify and keep indemnified the Hotel, its subsidiaries, associated companies, officers, employees, agents and contractors in full against all losses, damages, costs and expenses of any nature whatsoever (excluding indirect losses, loss of profits and consequential losses) awarded against or incurred or paid by the Hotel as a result of or in connection with:
- (a) a breach by the Tour Operator/Online Travel Agency/DMC of any provision of this Contract;
 - (b) a breach by the Hotel of a contract with a third party where the Hotel's breach is a direct result of a failure of the Tour Operator/Online Travel Agency/DMC to perform any or all of its obligations under the Contract;
 - (c) a claim by a third party for an infringement (or alleged infringement) of an Intellectual Property Right of that third party where the infringement is a result of the Tour Operator/Online Travel Agency/DMC; and
 - (d) any negligent or wilful act or omission of the Tour Operator/Online Travel Agency/DMC or its officers, employees, agents or contractors.
- 10.2 The Tour Operator/Online Travel Agency/DMC shall at all times insure and keep itself insured with a reputable insurance provider against all insurable liabilities under the Contract and shall, on the Hotel's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Tour Operator/Online Travel Agency/DMC acknowledges and agrees that ownership of all rights in and to the Hotel's Intellectual Property Rights shall at all times remain vested in and belong to the Hotel and/or the Hotel's relevant licensor(s) and that all usage accrues for the sole benefit of the Hotel and/or the Hotel's relevant licensor(s).
- Any identifiable mark of the Hotel's relevant licensor(s), for any purpose whatsoever, without the express prior written consent of the Hotel and its relevant licensor(s).
- 11.2 Hotel will not use any of the Tour Operator/Online Travel Agency/DMC's logos or name or any other Intellectual Property Rights or affiliated brands the Tour Operator/Online Travel Agency/DMC owns or has the right to use, without first obtaining the Tour Operator/Online Travel Agency/DMC's written approval.

12. TERM AND TERMINATION

- 12.1 This Contract shall continue for the Term.
- 12.2 The Hotel may terminate this Contract, without prejudice to any other rights or remedies it may have either pursuant to applicable law or as elsewhere set out in this Contract, if the Tour Operator/Online Travel Agency/DMC fails to materially comply with any part of this Contract.
- 12.3 Such termination shall be effective immediately upon receipt by the Tour Operator/Online Travel Agency/DMC of notice from the Hotel of its intention to terminate.
- 12.4 No consent, express or implied, by the Hotel or the Tour Operator/Online Travel Agency/DMC to any breach or default in any term of this Contract will constitute a waiver of or assent to any other breach of or default in the same or any other term.
- 12.5 The hotel shall have the right to terminate this Agreement unilaterally, at any time, prior written notice.

13. ASSIGNMENT AND SUBCONTRACTING

- 13.1 The Contract is personal to the Tour Operator/Online Travel Agency/DMC and the Tour Operator/Online Travel Agency/DMC shall not without the prior written consent of the Hotel assign or transfer, or purport to assign or transfer, to any other person any of its rights or its obligations under the Contract.
- 13.2 The Tour Operator/Online Travel Agency/DMC shall not subcontract the performance of the whole or any part of the Contract without the prior written consent of the Hotel.

14. CONFIDENTIALITY

The Tour Operator/Online Travel Agency/DMC and its officers, employees, agents and any subcontractors appointed by it in accordance with the Contract, shall treat all product, customer or business information submitted to it by the Hotel, the Contract and anything connected with the Contract (including but not limited to, Rates or any information of a confidential nature about the Hotel's business), at all times as confidential information and shall not disclose it to any third party without the Hotel's prior written consent or use it for any purpose (including making any announcements as to the existence of the Contract) except where authorised in writing by the Hotel to do so. This obligation will not apply to any such information which:(i) comes into the public domain other than by a breach by the Tour Operator/Online Travel Agency/DMC; or (ii) comes into the Tour Operator/Online Travel Agency/DMC's possession without any obligation of confidence and the Tour Operator/Online Travel Agency/DMC can prove to the Hotel that this is the case; or (iii) is required to be disclosed as a matter of law.

15. FORCE MAJEURE

- 15.1 If either party is directly or indirectly affected by a Force Majeure Event, it shall promptly notify the other party, as soon as reasonably practicable but in any event within three (3) calendar days after becoming aware of the commencement of the relevant event, of the nature and the extent of the circumstances in question.
- 15.2 Other than in respect of payment obligations under this Contract, neither party shall be deemed to be in breach of the Contract or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under the Contract to the extent that the delay or non-performance is entirely due to a Force Majeure Event.
- 15.3 Where a party claims a Force Majeure Event, the other party shall be entitled to terminate the Contract where the Force Majeure Event prevents performance for thirty (30) calendar days or more.
- 15.4 If at any time the Tour Operator/Online Travel Agency/DMC claims a Force Majeure Event in respect of its obligations under the Contract, then the Hotel shall be entitled to offer the Tour Operator/Online Travel Agency/DMC's Allocation to other Tour Operator/Online Travel Agency/DMCs.
- 15.5 Before exercising its right of termination under this Clause 15, the party requesting termination shall negotiate in good faith with the other party to reach an agreement on the continued performance of the Contract.
- 15.6 Neither party shall be entitled to claim a Force Majeure Event for any actions or circumstances caused by the party's own fault or negligence.

6. NOTICE

Any notice required to be given by either party to the other under the Contract shall be in writing and shall be sent by courier to the other party at its registered office or principal place of business or such other address as may be specified on the Front Page or as a party may notify, in writing, to the other party to the Contract. Any such notice shall be deemed to have been delivered three (3) calendar days after dispatch providing the notifying party is holding signed proof of dispatch from a recognised courier company.

17. WAIVER

No failure of either party to insist upon strict performance of any terms and conditions of this Contract shall be construed as a waiver of any rights or remedies that it may have unless specifically provided in this Contract. Waivers under this Contract must always be given in writing.

18. INVALID TERMS

If any part of the Contract is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other Conditions or terms of the Contract which shall remain in full force and effect. If

any part of this Contract is found to be invalid or unenforceable but would cease to be so if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.

19. ENTIRE AGREEMENT

19.1 The provisions contained in this Contract constitute the entire agreement and understanding of the parties and supersedes any previous agreement between the parties (whether written or oral) relating to the subject matter of the Contract. Any variation of this Contract must be agreed in writing and signed by each party.

19.2 In the event of an inconsistency between any provisions of this Contract, the Special Conditions shall take precedence followed by the provisions of the Conditions.

20. COUNTERPART

This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Contract, but all the counterparts shall together constitute one and the same agreement. No counterpart shall be effective until both the Hotel and the Tour Operator/Online Travel Agency/DMC has executed at least one part or counterpart.

21. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by and construed in accordance with Italian law and Italian Courts shall have the non-exclusive jurisdiction.