

GENERAL TERMS AND CONDITIONS OF SALE - The People

ARTICLE 1. APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale (hereinafter the "T&C") apply solely to professionals working in the tourism industry, including, but not limited to:

For Leisure groups:

- Tour Operators, Wholesalers and Receptive Operators, Travel Agents and coach operators (hereinafter, "Guest") offering services to Leisure Guests travelling solely for tourism rather than business purposes (hereinafter referred to as "the Participants" or "Leisure Guests").

For Meetings and Business groups:

- Seminars, meetings, events.

These T&Cs govern the guest's performance of its services, subject to the express condition that the Accommodation Services (hereinafter "Services") provided in Facilities operating under The People Facility brand, are included in the scope of packages as defined in Directive (EU) 2015/2302 (hereinafter "Package") and include at least one additional service such as, but not limited to, transport or transfers.

The guest agrees to present the Accommodation Services as part of a Package in all marketing media prepared or distributed by the Guest, including, but not limited to, printed brochures, videos or Internet marketing etc. In all cases, the Guest may not disclose, directly or indirectly, on any medium (e.g. paper, telephone, Internet etc), the rates made available under this agreement. In the event of an indirect sale, the guest agrees to ensure that the Party with whom it contracts complies with this obligation. **These rates are non-commissionable.**

This agreement is entered into because of the person (intuitu personae). The guest agrees to comply with, and ensure its intermediaries comply with, the obligations incumbent upon it or them as a result of signing this agreement. This obligation is deemed to be an output-based or performance obligation. The General Terms and Conditions of Purchase ("Terms of Purchase" or "TOP") offered by the guest are expressly excluded from the estimate/contract/T&C.

Guest agrees to provide Guests with a copy of the T&C that is directly applicable to them and to obtain their express

acceptance of same as to their respect during the entire duration of the stay.

ARTICLE 2. CONTRACT TERM

This Contract shall take effect upon receipt of a copy of the estimate/contract and these T&C, initialled on each page, dated, signed and sealed by the guest, and including the handwritten words "Read and approved", returned before the offer expiry date along with the guarantee specified in Article 12 of these T&C, for which the amount indicated in the specific terms and conditions may not be less than the revenue from two separate stays at the Facility. These conditions are cumulative such that the provision of the guarantee constitutes an essential term of this agreement.

The Contract shall automatically terminate will automatically terminate on the final performance date of the obligations under the contract/estimate and these T&C.

The contract/estimate and the T&C may not be tacitly renewed.

ARTICLE 3. GROUP RATES

Group rates apply if the following cumulative conditions are met:

- Ten (10) or more persons arriving and departing from the establishment as a group, with the same services provided to all guests;
- One invoice;

The rates specified in the signed contract/estimate are offered by the establishment on the express and essential condition that the accommodation services are sold as part of a package. For this contract, the term "package" means an overnight stay and breakfast. The rates offered are confidential.

The client may not market, directly or indirectly through third parties, the accommodation services in the form of promotional offers such as, but not limited to, private sales and flash sales, whether or not these accommodation services are offered as part of a package and whatever the rates offered (retail or negotiated) without the prior written consent of the establishment.

The client is informed and accepts that the rates indicated apply only to groups. If the client stays at the establishment for any other purpose, the establishment may charge the client the public rate of the day on the date of the stay. It is

the responsibility of the client to ensure that clients comply with this clause.

The rates quoted in euros are per person, per night, excluding breakfast, and excluding taxes, tourist tax and additional departmental and/or regional tax (depending on the location of the property). The rates indicated on the contract/estimate are valid until a specific date before which the client must confirm the reservation to the establishment. After this date, rates are subject to change. The rates of VAT and/or any other taxes applicable to the rate of the quotation/contract excluding tax and/or including tax will be those in force at each billing date. The applicable rates are those in force on the day of the stay.

These rates will be modified in the event of legislative and/or regulatory changes likely to lead to variations in rates such as, in particular, a change in the applicable VAT rate, the introduction of new taxes or the modification of an existing tax.

If during the confirmation period, the order (e.g. the number of rooms and/or persons and/or additional services) is at least ten per cent (10%) less than the original contract/estimate or if the dates and/or duration of the stay differ from the original request, the Hotel may apply new rates.

ARTICLE 4. AMENDMENTS TO SERVICES

Any request to modify the services indicated in the accepted contract/estimate must be made in writing by the Guest to the Facility and will be free until thirty days (30) before the arrival. From twenty-nine (29) days before the arrival date, any request to modify the services indicated in the accepted contract/estimate will be invoiced one per cent (2%) of the total last invoice.

The Facility may, at any time and without reason, reject the request to modify the services. Absent the Facility's written agreement within eight (8) days of its receipt of the request, the contract/estimate will be deemed in force under the same terms and conditions as those provided in the contract/estimate accepted by the Guest. In this event, the Facility will not be liable for any compensation.

Any modification of the contract/estimate will be considered a total or partial cancellation of the reservation which will give rise to the application of article 7 of this contract. If the number of guests is greater than the number indicated on the contract/estimate, the availability of rooms will be confirmed by express written agreement by the Facility subject to the availability of additional rooms and after receipt of the additional guarantee corresponding to the booking differential. In the event of unavailability, the

contract/estimate will apply under the terms and conditions provided in the contract/estimate.

ARTICLE 5. LIST OF GUESTS

The Guest must send the Facility, in writing, the final list of the Guests' names no later than fifteen (15) days before the scheduled date of the group's arrival.

ARTICLE 6. ROOM ACCESS

The reserved rooms are made available to the Guest beginning at three o'clock in the afternoon (3 pm) on the arrival date. The rooms must be vacated no later than eleven am (11 am) on the departure date. If a room is vacated after check-out time, an additional night's stay will be charged at the publicly available rate. If the number of Guests is less than the number specified on the estimate/contract or than the number last accepted by the Facility, the Guest may be assigned different rooms than those originally planned for reasons relating to the management of the Facility. Similarly, it is expressly provided that Guest may not pursue a remedy against or claim damages from the Facility in the event of works (including, but not limited to, any type of renovation or maintenance works) occurring during all or part of the Services, on or off Facility premises.

ARTICLE 7. CANCELLATION

This article "Cancellation" does not apply to cases of force majeure.¹

As invoicing is based on the Services ordered for the entire stay, the Client is invited to pay the greatest attention to the following cancellation conditions:

- All cancellations of the initial reservation, whether total or partial, must be made in writing to the establishment.
- Early departure from the establishment, for whatever reason, constitutes a complete cancellation. In this case, the full price, including tax, of the entire stay will be charged, without recourse to the Resort.
- No services will be provided by the Establishment in the event of a complete cancellation.

7.1. Total cancellation fee

The following are also considered to be full cancellations and are subject to the cancellation conditions and compensation set out below:

¹ Refer to Article 10

- If the group's reservation is completely cancelled or if the group's arrival and departure dates are changed.

- A cancellation equal to and/or exceeding forty per cent (40%) of the number of rooms per night, the number of Guests per day/persons and/or the total amount of the contract/estimate. A new quotation with new pricing conditions by the Venue for the percentage that remains confirmed for a cancellation of forty per cent (40%) and/or beyond the cancellation of more than forty per cent (40%).

- Failure to pay the guarantee referred to in Article 12 of these GTCs also constitutes a complete cancellation and will result in the application of cancellation fees.

- In the event of failure to comply with the payment deadlines specified in these conditions, the Establishment may require the client to pay the balance of the group rate immediately.

The Institution must receive payment from the customer within seven (7) working days from the date of the Institution's written request.

If the payment is not received within this period, the group booking will be considered cancelled in its entirety, to the exclusive detriment of the client, and the Establishment may claim, in addition to the cancellation fees referred to above, the damages incurred.

In the event of total cancellation of the contract/quotation by the client, the cancellation fee will be charged as follows

- No charge up to 90 days before arrival
- 30% of the total amount of the contract/quotation, including board, between 89 and 60 days before arrival
- 50% of the total amount of the contract/quotation, including board, between 59 and 30 days prior to arrival.
- 100% of the total amount of the contract/quotation, including board, 29-1 days before arrival
- 100% of the total amount of the contract/quotation, including board, in case of no-show.

The client undertakes to pay the cancellation fee due in the event of a complete cancellation within seven (7) working days of notification of the cancellation as compensation.

7.2. Partial cancellation fee

A partial cancellation is a reduction in the amount of the contract/quotation for any reason: a reduction in the duration of the Event, a reduction of less than thirty per cent

(30%) in the number of rooms per night, the number of Participants per day or the total amount of the quotation/contract.

In the event of a total cancellation of the contract/estimate by the client, a cancellation fee will be charged as follows:

- No charge up to 90 days before arrival
- 30% of the cancelled amount, including board, between 89 and 60 days before arrival
- 50% of the cancelled amount, including board, between 59 and 30 days prior to arrival
- 100% of the amount cancelled, including board, 29 to 1 day before arrival ;
- 100% of the total amount of the contract/quotation, including board, in case of partial absence.

The client undertakes to pay the cancellation fee due in the event of a partial cancellation within seven (7) working days of notification of the cancellation as compensation.

7.3 Late arrival

In the event of late arrival after the restaurant's closing hours, any meals not served will be charged.

7.4. Revision of the cancellation conditions

The above cancellation conditions may be modified according to the operating requirements of the Establishment and/or the exceptional or complex nature of the group's stay in accordance with the terms and conditions to be agreed between the Establishment and the client.

7.5. Right of Withdrawal

Customers are reminded that they do not have the right of withdrawal provided for in Article L. 221-18 of the French Consumer Code, in accordance with Article L. 221-28, paragraph 12, of the French Consumer Code, which excludes this right for contracts related to the provision of accommodation services which must be supplied on a specific date or at a specific time.

The Special Conditions specify the terms and conditions for cancelling and/or modifying each Service reservation.

Prepaid reservations cannot be modified and/or cancelled. Deposits (sums paid in advance) will not be subject to any reimbursement. This point is mentioned in the Special Conditions

ARTICLE 8. NO-SHOWS

In the event of a no-show (no cancellation /modification and the traveller who fails to show up for a reserved room without notifying the facility of the cancellation), the Facility will charge the Guest one hundred per cent (100%) of the total estimated charges (amount after tax of the booking including services).

The Guest agrees to pay the amounts due in the event of a no-show by the terms of the contract/estimate or Article 11 of these T&Cs.

ARTICLE 9. OTHER ACCOMMODATION IN THE EVENT OF UNAVAILABILITY

If the Facility is unavailable or in case of force majeure, technical issues, construction work or other, the Facility will make best efforts to source similar accommodation at a facility of equivalent standard to accommodate all or some of the Guests. In this case, the transfer from/to the other facility is at the Facility's expense (except in the case of force majeure). Additional fees cannot be claimed against the Facility or a request for a price reduction.

ARTICLE 10. UNFORESEEABLE CIRCUMSTANCES AND FORCE MAJEURE

10.1. Unforeseen

The Parties expressly agree to exclude from the scope of application of this Contract, the cases of unforeseen circumstances as envisaged within the legislation and in particular under the provisions of Article 1195 of the Civil Code and the related case law.

10.2. Force majeure

The obligations under these Terms will not apply or will be suspended if their performance becomes impossible due to an event of force majeure. The Parties agree that, for these Terms, force majeure means an event beyond the control of the debtor which could not have been reasonably anticipated when the contract was contemplated/estimate was given, whose effects cannot be prevented and which prevents the debtor from performing its obligations and recognized as such by French jurisdictions and/or by the French government.

The Parties will make their best efforts to prevent or mitigate the effects of the non-performance due to an event of force majeure.

10.3. Cancellation due to the Covid or a pandemic:

As Covid-19 is a known global health crisis as of 2019, it is no longer considered a force majeure.

ARTICLE 11. PAYMENT TERMS

1. Payment deadlines

- 30% prepayment of the total amount up to 90 days before arrival
- 20% of the remaining amount between 89 – 60 days before arrival
- 100% of the total amount/balance up to 30 days before arrival

An invoice will then be issued to the Guest as proof of payment

These amounts do not accrue interest. Similarly, early payments will not give rise to a discount. Absent receipt of payment as defined above, the Facility reserves the right to cancel the reservation of the given group stay and all subsequent stays. Any cancellation due to a payment default will constitute a full cancellation and result in the application of Article 7 of these T&Cs.

The granting of a payment extension is subject to the provision by the Guest of an additional guarantee at least equal to the outstanding amount generated, by Article 12 of these T&C. No additional payment terms will be granted.

2. Minimum invoicing

The minimum unit invoicing amount per Facility is three hundred euros (€300) excluding tax. Any invoicing of a lower amount may result in the collection of management fees by the Facility amounting to at least forty euros excluding tax (€40) per invoice.

3. Means of payment

Only bank transfers or, failing that, bank cheques drawn on banking institutions established in the same country as the Facility, or cash (within the legal limit) are accepted as payment of invoices and guarantees. Payments must be made in euros, the legal currency of the country where the Facility is located.

The Guest is responsible for any bank charges. Bills of exchange and cheques that are not drawn on a bank in a country where the Facility is located will not be accepted as means of payment.

4. Electronic invoicing

If the Facility and Guest agree to use electronic invoicing, the Guest accepts, without reservation, to receive invoices issued

by the Facility exclusively by electronic means, by Article 289 of the French Tax Code.

5. Individual payments

The payment of extras (e.g. laundry, minibar, telephone) and other services asked for by one or more of the Guests is made directly by the Guests concerned at the Facility's reception desk before the group's departure (individual payment). The Guest agrees to ensure that the Guests comply with this rule. The Facility may not be held liable for late departures due to this requirement.

On the group's arrival, the Facility reserves the right to ask for a printout of a credit card from either the attendant and/or each of the Guests or, failing that, for payment of a security deposit.

Failing payment by one or more Guests for services asked for in addition to the services included in the contract/estimate (e.g. extras, meals), the invoice will be sent to the Guest, who agrees to pay the amount indicated no later than seven (7) working days from date of the issue of the invoice. In the event individual payments are expected, any unpaid amount may be deducted from the excess of the guarantee amount provided by the Guest. Any balance remaining will be returned to the Guest.

6. Payment default

If payment is not made on by the contractually agreed due date, late payment charges will be applied to the total invoice amount after tax at a rate of ten per cent (10%) per annum from the day following the invoice due date. A flat-rate fee of forty euros (€40) will also be due per amount outstanding from the day following the invoice due date, plus additional charges incurred in the event of an action for recovery.

Any payment default will also immediately accelerate all outstanding amounts due by the Guest for invoices issued by the Facility under the contract/estimate.

7. Amendment to invoicing or payment terms

The special provisions of the contract/estimate derogating from the invoicing/payment terms of this article, and any subsequent request to modify the invoicing/payment terms, require the Facility's written acceptance and will result in additional processing charges on the invoice. These fees amount to one per cent (1%) of the total amount after tax of the stay plus a minimum charge of forty euros excluding tax (€40).

ARTICLE 12. GUARANTEES

To guarantee the reservation of the group stay and, if applicable, the payment of amounts due for the services

defined in the contract/estimate, the Guest agrees to provide the Facility with a guarantee. "Amounts due" means those amounts agreed between the Parties and corresponding to the number of amounts due from the invoice date until the actual receipt of the sums due in the Facility's bank account.

The floating deposit:

The amount of this deposit is specified in the special terms and conditions provided in the contract/estimate. This guarantee is a material and essential contract term. As a result, the contract/estimate will only take effect after receipt of the deposit. The amount must be paid into the account specified in the special terms and conditions provided in the contract/estimate. The amount, which is legally considered a cash pledge will be kept by the Facility in case of non-payment by the Guest of amounts due under this contract, including if the Guest is entered in court-ordered reorganization. The floating deposit will be used for the payment of amounts due by the Guest. At the Facility's option, the amounts may be deemed to have been incurred prior to or subsequent to the judgment opening insolvency proceedings, if any. In the event of non-payment within seven (7) working days, the Facility may challenge the payment terms granted and the advance payment of services will become immediately due and payable to enable the continuation of the contract.

The non-payment on a single agreed due date will accelerate the entire amount due.

The Facility will also have the right to bring any action for payment of amounts not covered by the deposit. This deposit will be refunded to the Guest on the termination or expiry of the contract after all accounts between the Parties are cleared. The Parties expressly agree that this amount will not accrue interest.

Demand guarantee or bank guarantee:

The amount of this guarantee is indicated in the specific terms and conditions provided in the contract/estimate.

The terms and conditions of the guarantee must be identical to those of the deposit. This guarantee must be valid for a period equal to the duration of the contract plus two (2) months.

This guarantee is a material and essential contract/estimate term. As such, the contract will only take effect after delivery of an original copy of the guarantee, accompanied by the authorization of the signatory.

School group guarantee :

In order to guarantee the respect of the rules of life in the facility, a deposit of 20€ per student per stay will be

requested. This deposit will be collected in cash by the group leader who will hand it over to the reception at check-in.

Each student in the group will sign a document stating that he/she will respect the rules of life.

This deposit will be used to compensate for any damage caused by non-compliance with the rules of life (See appendices**)

ARTICLE 13. MULTIPLE RESERVATIONS

Guest may not enter into more than one contract for the same group with more than one facility. Any breach of this obligation will entitle the Facility to unilaterally terminate the contract/estimate, without compensation.

ARTICLE 14. FACILITY STAY

Consumption of food and drinks other than those provided by the Facility is prohibited. The Facility may terminate the provision of services if the group Guests adversely affect the operation of the Facility or if they jeopardize the reputation or security of the Facility. In the event of damage to the given premises, the Guest will be liable for all repair costs.

Consequently, the Guest agrees to ensure that the Guests do not impede the operation of the Facility or compromise the security of the Facility and that of the other guests and invitees.

Guest agrees to ensure that the Guests and their invitees comply with the Facility's rules and instructions (in particular the ban on smoking in collective accommodation establishments and all sanitary rules that may be required by the Facility, the government or local authorities). In the event of damage to the Facility caused by the Guest or one of its Guests, the Facility may bring an action against the Guest for damages. The Guest is liable for any damages to the Facility caused by its Guests and their invitees. The Guest may then bring an action against the Guest to recover those damages. The general smoking ban in Facilities and restaurants is applicable in all public places.

All Facilities are non-smoking Facilities such that smoking in any room in these facilities is strictly forbidden. The Guest agrees to inform the Guests of these provisions.

In any communication with the public, the Guest agrees to comply with all legal rules, in particular with regard to the location and content of the messages relayed. Guest agrees to assume all consequences of these communications and further agrees to indemnify and hold the Facility harmless from and against any court orders in this regard.

Guest (including the Guests or their invitees) agrees to make reasonable use of the room. Any conduct contrary to morals

and public order will result in the Facility asking the guest, the guest and/or their invitees to leave the Facility without any compensation or refund if a payment has been made. If the Facility has by-laws, the guest, the guests and their invitees accept and agree to comply with these by-laws. In the event of non-compliance by a Guest and/or by an invitee of the Guest with one of the provisions of the Facility by-laws, the Facility will be required to ask the Guest and/or any of the guest's invitees to leave the Facility without any compensation and/or refund if a payment has been made. The guest agrees to inform the guests of these provisions and is responsible for ensuring compliance with these recommendations by the guests. Facilities offer Wi-Fi access (free of charge) allowing guests to connect to the Internet.

The guest agrees to ensure that the computer resources provided by the Facility will not in any way be used to reproduce, represent, provide or communicate to the public any works and objects protected by copyright according to the Intellectual Property Code, where such authorization is required. The guest is required to comply with the security policy of the Facility's Internet service provider, including rules for using the security measures implemented to prevent the unlawful use of computer resources, and to refrain from any act undermining the effectiveness of these measures.

ARTICLE 15. PHOTO REPORT – FILMING OR REPORTING

The guest is personally responsible for obtaining any authorizations required for any photo reports, filming or reporting. Before any filming and/or reporting and/or photography project without this list being considered exhaustive (hereinafter "Content"), the guest must first request written authorization to film in the Facility, failing which, the Facility will deny the photographer and/or camera operator access to the Facility. To reproduce, represent and use and exploit the images captured in the photo report, film or report, the Guest agrees to obtain the prior written and informed consent of each of the persons (guests and invitees and any other third parties) filmed and/or photographed and/or whose comments are recorded during the filming and/or reporting process.

The guest agrees to indemnify and hold the Facility, The People Facility Company harmless from and against any claim brought against The People Facility related to the use and/or distribution of these reports or films and agrees to assume all related costs. The Guest also undertakes to check before any publication/online of the Content that this Content doesn't harm the image of The People Facility company or facility, failing which the Guest may be held liable.

ARTICLE 16. INSURANCE – DAMAGE – BREAKAGE – THEFT

The guest is liable for all damages, including personal injury and material and immaterial damages, for which the guest may be liable under this contract/estimate, including in particular the damages and risks related to the practice of the guest's profession and conduct of the guest's business and, more generally, any damage to the Facility, the Facility's furnishings, injury to the guests and/or other Facility guests and invitees, caused by the guest, the conduct of its business and/or any material or equipment provided by the guest.

In this context, the guest agrees to indemnify and hold the Facility harmless from and against any claim brought by a Facility guest, a group stay guest or a third party in relation to the performance of the contract/estimate. In all cases, the guest agrees to indemnify and hold the Facility and/or any The People Facility company harmless from and against any action in liability relating to the group stay and the practice of its profession or conduct of its business and agrees to intervene in any action that may be brought by one of its contributors or its guests against the Facility and/or any The People Facility company.

Guest agrees to assume responsibility for the costs and payment of any damages ordered against the Facility and/or any other The People Facility company on the signing, during the performance or on the termination or expiry of the contract/estimate. Guest agrees to purchase and maintain the insurance necessary to the conduct of its business, to protect the brand image of the Facility against any incidents occurring during the marketing or performance of Guest's packages in which the Facility is involved.

Guest represents and warrants that it is insured with a reputable and financially solvent insurance carrier to cover the financial consequences of its liability, including, in particular, any damages and risks related to its profession/business and, more generally, any damages caused to the Facility as a result of the performance of the contract/estimate and the group stay.

Guest agrees to maintain sufficient liability coverage throughout the duration of the group stay/services. In particular, the Guest is encouraged to purchase specific insurance to cover the presence of large equipment or valuable property, if any, as the Facility may not be held liable for damages to or theft of the equipment or property under the exclusive care and supervision of the guest.

Guest is responsible for all damage caused by its agent (particularly by the Participants) and undertakes, in case of damage to the rooms made available, to bear the repair costs of such rooms. Under no circumstance may the Facility be held liable for damage of any nature whatsoever, particularly fire or theft, which might affect the items or equipment made available by Guest or the Participants at the time of the stay object of the reservation herein and that remain exclusively

under the custody and supervision of the Guest and the Participants.

The facility doesn't assume any obligation for the custody or supervision of such equipment/materials.

The Facility represents and warrants that it has insurance to cover the conduct of its business. The People Facility owned Facilities are covered by The People Facility insurance policy à vérifier. The People Facility managed and franchised Facilities are covered by policies purchased by the individual facility owners. Any parcel, package or other delivered to the Facility before and during the group stay may be accepted by the Facility but under no circumstances may the Facility be held liable for any incident, damage, incorrect number of packages, damaged parcel, delivery problem, etc.

Guest agrees to contact the supplier or carrier in the event of any issues. If the guest intends to involve service providers in the organization of the stay, the Guest must first request the Facility's prior written consent. The guest is solely liable for any damage caused by these service providers. In the event of damage or deterioration caused by the service provider, the Facility will send the guest an invoice for necessary repairs. The guest agrees to pay the invoice within seven (7) working days of the invoice issue date, without being able to raise any dispute in this regard.

ARTICLE 17. TRANSPORTATION

The Facility does not provide any transportation services. Accordingly, the Facility may not be held liable for any issues relating to the transportation of Guests (such as but not limited to, delays and/or cancellations).

ARTICLE 18. INTELLECTUAL PROPERTY

Guest agrees not to reproduce, represent, adapt or modify, in any way, the distinctive signs of The People Facility company and/or the Facility, particularly the brand, trade name or logo (the "Distinctive Signs") without the express prior written consent of The People Facility and/or the Facility concerned, if applicable.

The People Facility company's and/or the Facility's authorization to use the Distinctive Signs does not affect The People Facility company's ownership of its intellectual property rights this authorization shall not be construed as constituting an assignment of such rights to the Guest.

Guest agrees to use the Distinctive Signs in compliance with moral rights obligations and strictly for the purposes of the project for which the authorization was granted and without creating the appearance of membership in The People Facility company.

Guest further agrees to strictly comply with the graphic charter and all use instructions communicated by The People Facility company and/or the Facility concerned. The guest will submit for the Facility's approval any communication it intends to make which refers to the Facility and/or to The People. In the event of a third-party action against the guest for infringement of the Distinctive Signs the use of which has been authorized, the guest must immediately inform The People Facility company.

ARTICLE 19. CONFIDENTIALITY

Each Party agrees not to disclose the confidential information of the disclosing Party and, to maintain the confidentiality of the confidential information disclosed by that Party, to take reasonable precautions at least equivalent to those the recipient Party takes with respect to its own similar information.

The Parties agree that the Contract/Estimate is confidential as well as, without this list being considered exhaustive, all information relating to economic, technical, commercial, financial or statistical elements, with the exception of information that was notoriously and publicly disclosed before it was obtained and/or received by the Party.

For the purposes of this clause, each Party will be liable for its own employee(s) and service provider(s). This clause will survive the termination for any cause whatsoever, of commercial relations between the Parties for three (3) years.

ARTICLE 20. PERSONAL DATA SEE PRIVACY POLICY: <https://www.thepeoplefacility.com/en/privacy-policy/>

In accordance with Article L.223-2 of the French Consumer Code, consumers are reminded of their right to register on Bloctel, the telephone anti-solicitation list: bloctel.gouv.fr

ARTICLE 21. TERMINATION If the event of a breach by either Party of, this contract, this one will be deemed automatically terminated within thirty (30) days of there being no response to the non-breaching Party's notice to perform sent to the breaching party by registered letter acknowledgement of receipt. In the event of fraud, particularly in the event of intentional misrepresentation made at the time of the reservation, the Facility reserves the right to immediately terminate the contract/estimate without damages or penalties. The exercise of the option to terminate will not release the breaching Party from its contractual obligations until the effective date of termination and without prejudice, to any action, the non-breaching Party may bring. The Facility will keep any amounts paid and any amounts due will be payable.

ARTICLE 22. MANDATE

If the guest contracts on behalf of a third party, the guest is deemed to have a legally valid mandate to do so. Guest agrees to inform the Facility of the name of the end the guest and the name of the event organized. The Facility may, at any time, ask the guest to provide proof of this mandate. Absent a valid mandate, the Facility may terminate the contract/estimate without compensation and without prejudice to any damages the Facility may claim.

ARTICLE 23. LIABILITY

The Guest undertakes to implement all sanitary rules that may be required by the Facility, the government or local authorities. No claim, request for a price reduction or request for payment can be made by the Guest.

The Facilities operated under The People banner are operated by companies that are legally distinct from The People and that aren't controlled by The People.

As such, they are solely responsible for the obligations provided for under these T&Cs and the contract/estimate and issue the invoices. Under the general rules of civil liability, the Facility and/or Guest will be liable for the failure to perform their respective obligations under this contract/estimate, if the failure is caused by the respective Party's fault.

In no event may the Facility be held liable for any indirect or unforeseeable damages resulting from the performance of its obligations under these Terms. By express agreement between the parties, "indirect damages" means an operating loss, an act by a third party, by a Guest or any of its partners, and any financial or commercial damages, a loss of data, an order or guests.

The People and/or the Facility may not be held liable for any network change, including, but not limited to, the sale of a Facility, closure of a Facility, change of brand name or construction works occurring on Facility premises. In the event of work in or around the Facility preventing the provision of the services reserved, the Facility may terminate the contract/estimate by giving three (3) months' notice by registered letter with acknowledgement of receipt, without payment of penalty or damages.

Photos shown on websites representing Facilities are for illustration purposes only and have no contractual value. Whilst every reasonable effort is made to ensure the accuracy of the photographs, graphic representations and information provided, actual products and services may vary, particularly due to changes in furnishings, possible renovations or a change of brand. The guest may not make any claims in this regard.

ARTICLE 24. ETHICS AND COMPLIANCE

Guest agrees to comply with the applicable laws and regulations against corruption, influence peddling, laundering of proceeds from tax fraud and related offences throughout the duration of the contract/estimate.

24.1—Principles, standards and commitments

The People Facility have adopted principles, standards and commitments, applicable worldwide to all Facilities operated under The People Facility brand in terms of Ethics and Corporate Social Responsibility and compliance, which are developed in the Ethics Charter and the Compliance Program, the content of which is made available on The People Facility websites or by any other means, it is understood that this Charter and these programs may evolve over time (the "Ethics and CSR Charter" and the "Compliance Program", respectively).

Upon The People Facility's and/or Participant Facilities' request, the Guest shall provide to The People Facility and/or Participant Facilities and authorize The People Facility and/or Participant Facilities to use such data and information relating to the performance of the Contract/estimate as may be reasonably necessary for Participant Facilities and/or The People Facility to report on their own environmental, ethical and compliance activities and commitments.

24.2- Compliance, anti-corruption

Within the scope of this Agreement, the Guest undertakes to and warrants that it complies and will comply, throughout the term of the Contract/estimate, with all laws and regulations applicable to either party regarding corruption and influence peddling, including the French law "Sapin II".

Within the scope of this Contract/estimate, without prejudice to the undertakings and warranties given by the Guest in the preceding paragraph, the Guest represents and warrants in particular:

i) that neither it, nor any of its directors, officers, employees, agents, consultants, nor any third-party acting on its behalf, nor, to the best of its knowledge, any of its shareholders (the "Connected Persons") has made, offered, authorized or promised (nor will make, offer, authorize or promise) any payment, undertaking, gift, or any other advantage whether or not financial (the "Advantage"), whether directly or through an intermediary, (a) to secure an improper benefit, and/or (b) to induce any private person or public official (as such term is defined by Anti-corruption Laws) to improperly perform a function or duty, to reward any private person or public official for the improper performance of a function or duty, and/or (c) to incite a private person or public official to use his/her real or supposed influence to obtain or to influence a decision by a public authority or administration, a public or judicial body or a company in which a state or a state-related legal entity is a shareholder or has an interest;

ii) that neither it nor any of its Connected Persons will solicit, request, agree to accept, or accept any Advantage from any private person or public official as a reward or in exchange for improperly performing any function or duty related to Participant Facilities and/or The People Facility's business or if doing so reasonably could compromise the proper performance of a function or duty on behalf of Participant Facilities and/or The People Facility;

iii) that neither it nor any of its Connected Persons will make, offer, authorize, or promise the provision of "facilitation payments", i.e. undue payments made to a public official for the performance of administrative formalities, which should be obtained through normal legal channels and aimed at encouraging the public agent to perform his duties more efficiently and diligently, even where the local laws would not prohibit them;

iv) that neither it nor any of its Connected Persons have been prosecuted or sanctioned for a violation of an Anti-corruption Law in the past five (5) years.

Within the scope of this Contract/estimate, the Guest shall (i) cause its Connected Persons to comply with the obligations set forth above, (ii) cause it is third-party acting on its behalf to contractually ensure compliance by their own third-party acting on their behalf with the same obligations, and (iii) include in contractual arrangements with its third-party acting on its behalf audit rights to permit verification of compliance by its third-parties with these obligations.

In the event of non-compliance by the Guest of provisions of this Article, the Guest shall implement, at its own expense, sufficient corrective measures.

ARTICLE 25. COMPLAINTS AND DISPUTES

In the event of a complaint or dispute arising out of or in connection with the invoice, the Guest agrees to immediately pay the undisputed part of the invoice and to inform the relevant Facility in writing of the reason for and amount of the complaint or dispute within seven (7) working days of the end date of the accommodation. After this period, the service and invoicing will be deemed accepted and may not be subsequently disputed by the Guest.

After having referred the complaint to customer service at The People Facility or the Facility for an amicable resolution and in the event of an unfavourable response or lack of response within sixty (60) days of making the complaint, any of the Guests may bring the complaint before a mediator. For The People establishments, the designated mediator is: MTV Médiation TOURISME Voyage BP 80303 – 75823 PARIS CEDEX. (<https://www.mtv.travel/saisir-le-mediateur/>). The mediator may be contacted regarding the dispute within twelve (12) months following the initial complaint.

ARTICLE 26. GOVERNING LAW AND JURISDICTION

This agreement is governed by the laws of France.

Any dispute between the Parties that cannot be amicably settled will be referred to the competent court in the jurisdiction where the company operating the Facility has its registered office.

ARTICLE 27. ASSIGNMENT

These T&C may not, under any circumstances, be assigned by Guest, whether free of charge or against payment, without the Facility's prior express written consent.

ARTICLE 28. SEVERABILITY

If one or more provisions of these T&C are held invalid, illegal or unenforceable, this invalidity, illegality or unenforceability will not affect the validity, legality and enforceability of any other provision of these T&C and all other provisions will remain in full force and effect.

ARTICLE 29. ELECTION OF DOMICILE

Any written notice (e.g. letters, notifications) must be sent to the Facility's address and to Guest's address indicated in the contract/estimate. It is herein specified that the present English version of these General Terms and Conditions of Sale is only communicated as an indicative title, and that in the event of a contradiction between the terms of the English and French, the French version must prevail.

ARTICLE 30. AGE RESTRICTIONS

For security reasons, a minimum age of 16 may apply in some Facilities for unaccompanied minors. Persons under 18 years old are not permitted in shared rooms. All minors under the age of 16 must be accompanied and under the supervision of an accompanying adult.

The signature of a parental agreement is mandatory for minors under the age of 16.

Date: Guest's stamp and signature accompanied by the handwritten words "Read and Approved" :