

# onefinestay

## *Villa Collection Terms & Conditions*

### **PMC MARKETING AND LISTING AGREEMENT**

(the “**Agreement**”)

This Agreement is entered into by and between **onefinestay France SAS** trading as onefinestay (“**onefinestay**”), with a principal address at % Digidom 10 rue de Penthièvre 75008 Paris, FRANCE and [ ], the property owner (“**Property Owner**”) or the authorised property management company of the **Property** (together “**PMC**”) and PMC together with onefinestay, (the “**Parties**”) with a principal address of [ ] and shall be effective as of [ ], (the “**Effective Date**”).

#### **RECITALS:**

**WHEREAS** the Parties wish to facilitate a strategic relationship to further grow and develop both Parties’ respective businesses; and

**WHEREAS** onefinestay is the leading operator in luxury home stays in the leisure travel market and PMC is a property management company which has a portfolio of homeowner clients who have properties for which PMC is authorized to facilitate bookings or a property owner with the same features;

**WHEREAS** the Parties have agreed that onefinestay will market certain properties in PMC’s portfolio or an individual property belonging to a property owner to onefinestay clients (“**Guests**”), as more particularly set out in Schedule B (the “**Property**” or “**Properties**”) or as otherwise notified to onefinestay; and

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

#### **1. Agency of PMC**

1.1. PMC represents that it has been properly appointed and authorized by the Property Owner of each of the Properties (individually, an “**PMC** and together, the “**PMC**”) to transact with third parties, such as onefinestay, in all matters relating to the Properties, including but not limited to authority to enter into this Agreement and licensing each of the Properties to Guests and further agrees that the Properties are not subject to any third party rights which might affect PMC’s ability to license the Properties. If so requested by onefinestay, PMC will provide proof of the foregoing upon demand from onefinestay.

#### **2. Marketing**

2.1. onefinestay shall be allowed to market and list the Properties on all distributions channels it deems appropriate but onefinestay is under no obligation to market and list any

particular Property on any distribution channel or take any bookings for a particular Property. If the PMC does not want to market or list the Property on a certain channel it shall inform onefinestay in writing and shall allow a reasonable period of time for onefinestay to remove the Property from the applicable channel.

### **3. Confirming Booking Rates and Costs**

- 3.1. The agreed upon booking rates are fully-inclusive and comprise all operating costs other than any value added, sales, excise or accommodation/occupancy tax, as applicable. Please note that any booking fees paid by onefinestay to PMC may be subject to tax. onefinestay will not deduct, withhold or remit any income tax which PMC may owe from any payment to PMC unless required by local law. It is the PMC's responsibility to pay any applicable income tax with respect to any fees or income remitted by onefinestay to the PMC. It is also PMC's responsibility to determine if its license of the Property constitutes commercial use and is subject to any local, state or federal taxes or fees or violates any regulations or agreements to which it or the Property is subject. onefinestay is not responsible for, nor should acceptance of a listing be considered a determination by us that the license of the Property does not constitute commercial or business use. onefinestay may deduct, and remit sales, use and occupancy taxes due to local jurisdictions as a result of each booking as required by law.
- 3.2. Where possible, and not in breach of competition legislation in the applicable jurisdiction, PMC agrees that the agreed upon booking rates will be the lowest booking rates offered for the Properties by PMC or any third party.
- 3.3. PMC can update booking rates pursuant to this section at any time by communicating in writing with onefinestay. PMC will immediately notify onefinestay of any changes to booking rates so that onefinestay may promptly make appropriate updates to the booking rates listed on its website. To the extent any bookings are confirmed on previous rates then all these shall be honoured by PMC.
- 3.4. If at any time lower booking rates are offered by PMC, onefinestay shall be entitled to automatically adjust the booking rates at which it advertises the Properties to match such lower rates without further notice to PMC.

### **4. Guest Payments**

- 4.1. onefinestay will collect all booking fees related to the booking of a Property by a Guest. Payments will be collected from Guests as follows: 50% initial payment will be collected upon reservation by a Guest, 50% final payment will be collected within 90 calendar days of check-in by Guest.
- 4.2. All reservations made within 90 days of check-in date require payment in full in order to secure the Guest's reservation of the Property.
- 4.3. onefinestay reserves the right to impose additional fees chargeable to Guests above and beyond the booking fees, including for the provision of Guest Services throughout the duration of the Guest's stay at a Property. Guests shall normally book ancillary Guest concierge services

directly with onefinestay in the pre-stay planning process. Once the Guests have arrived at the Property, Guests may book ancillary concierge services through either onefinestay or with the PMC. For the purposes of this Agreement concierge services exclude staff members specific to a Property such as a chef or butler services.

- 4.4. onefinestay will hold the security deposit until 7 days post Guest departure from Property subject to any claims made under clause 5.1.2 whereby onefinestay reserves the right at its sole discretion to transfer the security deposit (or a proportionate share) to the PMC for Guest-related damages

## 5. Security Deposit

5.1 The security deposit for each property shall be as set out in Schedule A, which will be obtained from the Guest by onefinestay prior to check-in and held against damage to the Property and its contents.

5.2 All claims for Guest-related damages must be submitted by the PMC to onefinestay within 7 days of the Guest's departure or before the next Guest arrives in the Property, whichever is sooner. This is solely for the purpose of removal from the security deposit held by onefinestay to reimburse the PMC and onefinestay does not accept any liability for Guest-related damages.

5.3 In the event that onefinestay is required to bring an action to recover payment for unpaid fees from a Guest, PMC covenants to provide any required assistance to onefinestay in a timely manner.

## 6. onefinestay Fee

6.1. In exchange for providing its non-exclusive listing, marketing and concierge services to Guests, onefinestay will charge a Fee as specified in Schedule A (onefinestay Fee) on the gross revenues received from each Guest booking at a Property, exclusive of any taxes where applicable. For the avoidance of doubt any revenues accruing from concierge services offered directly by the PMC shall be excluded.

## 7. PMC Payment

7.1. For bookings made **greater than 90 days** from check-in, onefinestay will send PMC 50% of the PMC payment seven (7) calendar days after receipt of guest initial payment. onefinestay will pay the remaining 50% balance of PMC payment 60-calendar days prior to guest check-in.

7.2. For bookings made **less than 90 days** ahead of check-in onefinestay will send PMC payment 60-days ahead of guest check-in.

7.3. All booking fees are subject to deductions for any amounts PMC may owe to onefinestay and onefinestay will be authorized to deduct from the booking fees, any set-offs or disbursements, or other fees which have not been paid and any third party costs or costs of compliance which onefinestay has settled on PMC's behalf.

7.4. If onefinestay overpays PMC with respect to any booking fee or any other amount, then PMC agrees to reimburse onefinestay the full amount of the overpayment immediately on request and onefinestay will be entitled to deduct the overpayment from any future booking fees due to PMC.

## **8. Other Fees**

8.1. Any applicable merchant fees shall be set out in Schedule A.

## **9. Guest Booking Procedures**

9.1. For each reservation, PMC shall procure that the Guest will enter into the most current onefinestay set of booking agreements and Guest terms and conditions collectively, the ("**booking agreement**").

9.2. PMC is required to maintain an up-to-date online calendar outlining each Property's availability. All bookings at each Property, whether made through onefinestay or not, must be entered in onefinestay's designated calendar management system on a first-come, first serve basis. PMC is fully responsible for ensuring that the availability of Property is accurately and promptly maintained.

## **10. Reservations**

10.1. PMC permits onefinestay to reserve dates for use of Property and provide Guests with the booking agreement.

10.2. PMC will receive a notification from onefinestay when a pending reservation is requested. onefinestay will also be able to hold a property for 24 or 48 hours following an enquiry and before finalising the booking.

## **11. Booking Procedure**

11.1. onefinestay will contact PMC with booking details and will confirm in writing to PMC: arrival, departure, number of adults, and children (with ages), Guest name, rates, tax, service, purpose of travel, security, any additional fees, discounts, onefinestay Fees, due to onefinestay and NET amounts due to PMC.

11.2. PMC will respond to onefinestay via onefinestay Villa Agent within one (1) working day to provide written authorization of reservation and all booking details prior to onefinestay sending Guest booking agreement.

11.3. onefinestay will issue a Vacation Booking Confirmation to the Guest and request to collect fees.

11.4. When funds have been received by onefinestay from the Guest, PMC will receive a written notification indicating the reservation has been confirmed.

## **12. Instant Booking**

- 12.1. PMC will communicate to onefinestay the Property/Properties for which onefinestay is permitted to reserve dates and provide Guests with the booking agreement without prior confirmation from, or notification of PMC.
- 12.2. Prior to onefinestay sending out the booking agreement pursuant to this Section, the following conditions will be met:
  - 12.2.1. Dates covered by booking show “available” in onefinestay’s designated calendar management system at the time the booking is created.
  - 12.2.2. Booking meets “minimum nights” required.
  - 12.2.3. Rates for booking are confirmed as listed on [www.onefinestay.com](http://www.onefinestay.com).
  - 12.2.4. Additional fees applicable to Property agreed to between onefinestay and PMC shall be charged to the Guest accordingly.
  - 12.2.5. Maximum Guest occupancy for Property is respected.
  - 12.2.6. Restrictions as to children or age of Guests are respected.
  - 12.2.7. Arrival date falls within 12 months of the date Guest is provided with the Vacation Booking Confirmation.
- 12.3. PMC will receive a notification from onefinestay when a pending reservation is created indicating that the Vacation Booking Confirmation has been sent to a Guest. onefinestay will also be able to hold a property for 24 or 48 hours following an enquiry and before finalizing the booking. When funds have been received by onefinestay from the Guest, PMC will receive a written notification indicating that the booking has been confirmed.

## **13. Cancellation Policy**

- 13.1. All payments made by the Guest shall not be refundable unless otherwise stated in the Vacation Booking Confirmation, there is a serious problem occurring at the Property which cannot be properly remedied within a reasonable timeline, and/or which causes extreme, undue discomfort or serious inconvenience or entitled under clause 24.3 due to a Force Majeure event. Once a booking is confirmed all amounts due to PMC will be paid as set out in Clause 7.
- 13.2. PMC is not entitled to cancel a booking once a Vacation Booking Confirmation has been sent. However there may be circumstances beyond PMC’s reasonable control or emergencies in which the Property is unavailable for all or part of a booking and, in those exceptional circumstances, PMC will arrange for three relocation options for the Guest. The Guest shall then be able to choose from one of these options or receive a full refund. In the event that the Guest does not accept any of the three proposed relocation options, the

Guest shall be entitled to a full refund.

13.3. Each Vacation Booking Confirmation represents a contract providing a license to occupy the Property on given dates. Any variation of dates or accommodation by either Party will amount to a cancellation of a booking unless the other Party otherwise agrees.

13.4. In the event that any booking is varied or revised, the cancellation terms will continue to apply to the revised booking.

#### **14. Condition of Property**

14.1. PMC agrees to facilitate a walk-through of the Property by representative(s) and/or agent(s) of onefinestay prior to onefinestay commencing any marketing services, in order to ensure that the property meets onefinestay' listing requirements and to allow onefinestay representative(s) or agent(s) to take photos in accordance with Section 9 of this Agreement, should onefinestay determine that it wishes to do so.

14.2. PMC represents and warrants that all information about the Property provided to onefinestay, including any written or pictorial descriptions, are current, accurate and complete, including all information about the Property and/or its contents (i.e. instructions for operating any fixture or appliance) required to allow onefinestay to address and resolve Guest inquiries that arise in the course of a booking.

14.3. PMC is responsible for advising onefinestay in writing immediately of any material changes to the Property, including but not limited to construction, renovations or any other improvements and/or modifications to amenities and features; if the Guest cannot have reasonable use and enjoyment of the Property as a result of the foregoing activities, the Guest may be entitled to cancel any remaining portion of their reservation, and onefinestay will immediately debit any fees already paid to PMC, followed by onefinestay immediately returning refundable paid amounts to the Guest.

14.4. PMC represents, warrants and covenants that the Property complies and will continue to comply with all relevant laws, regulations and ordinances ("Regulations") and contractual restrictions applicable to the Property. PMC will review all applicable federal, state and local laws in the jurisdiction where its Property is located and any agreements or documents to which it is a party or by which it is bound relating to a Property prior to listing the Property. onefinestay is not responsible for making any such determinations as to compliance or for any violation of such Regulations or agreements by PMC.

14.5. PMC covenants to ensure that each Property is maintained in excellent condition, such that it is safe and hospitable and to ensure that all facilities, amenities, electronics and appliances remain in good working order for Guests' usage. PMC acknowledges that pursuant to onefinestay's quality control policy, prior to the Property being made available for booking by onefinestay Guests, the Property may be subjected to an onefinestay quality inspection. In the case of a maintenance problem, the PMC shall be responsible for repairing any problems within a reasonable period of time upon notification.

14.6. PMC shall grant onefinestay's representatives access to the Property for the purposes of conducting the Inspection at a mutually agreed upon time. PMC will also grant a two (2) night free

stay per year in each of its properties (or in a % of its properties) to allow quality checks and site inspections. onefinestay will provide PMC with a copy of the report generated by the quality inspection. In the event the Property fails the quality inspection, PMC shall be given an opportunity to make necessary repairs/corrections. Should the Property fail the quality inspection conducted after the PMC has had the opportunity to make necessary repairs/corrections, this Agreement shall be null and void.

14.7. PMC should maintain comprehensive insurance to ensure that it covers loss, theft or damage to the Property or any of its contents and PMC's personal liability for other injury or losses including liability to a Guest. The PMC shall provide details of its insurance cover to onefinestay on request. onefinestay will not provide PMC with insurance coverage. onefinestay's insurance coverage is to cover onefinestay's losses only. The insurance will not cover any prosecution, penalties or fines imposed on PMC or any additional costs or expenses PMC is required to incur as a result of its failure to comply with its obligations under applicable Regulations or any agreements or governing documents relating to its ownership, use or occupancy of the Property including without limitation any insurance policies. PMC may be liable for fines or penalties or for more serious consequences if it fails to comply with these obligations.

## **15. Photography**

15.1.1. PMC owner will arrange for and supply high-quality, unbranded photography of all properties listed in Schedule A and bear the costs of the same. Absent other instructions, onefinestay will be entitled to use such photography for any reason, in any medium, at its sole discretion. onefinestay reserves the right to take its own additional photographs if required at its sole discretion.

15.1.2. onefinestay will use the photography primarily for marketing purposes including but not limited to the onefinestay website, email marketing campaigns, social media, and press, print or digital ads.

## **16. Home Preparation**

16.1. PMC will be responsible for ensuring that the Property is thoroughly clean and prepared for each Guest's arrival, including the cost of same and will be responsible for cleaning the Property during the Guest's stay under certain predetermined circumstances, as well as cleaning the home following the Guest's departure, in each case in accordance with applicable luxury market standards, or as otherwise communicated by onefinestay to PMC.

16.2. Upon request, PMC will supply the Property with additional items. onefinestay will provide PMC with the additional items or the cost of obtaining such additional items prior to PMC initial cleaning and preparation of the Property.

16.3. PMC is required to let onefinestay know of any types of surveillance or recording device (e.g. cameras and security systems) inside or on the exterior of the Property, even if not turned on or fully visible. PMC is responsible for listing this info in the Vacation Booking Confirmation. PMC must ensure all interior recording devices are turned off before any booking. Failure to disclose any interior recording device, which is later reported by a Guest, or failure to turn off any interior devices, may lead to liability to the Guest for breach

of applicable privacy and data regulations. PMC will, of course, be allowed to continue the use of any exterior perimeter cameras or other home security systems so long as the Guest is made aware of these systems.

## **17. Additional Costs**

- 17.1. PMC agrees to provide and pay for all utilities reasonably required by the Guest during their stay at the Property including but not limited to heat, water, electricity, natural gas, and telecommunications and onefinestay will not be liable for, or responsible for, any usage charges which apply, unless otherwise agreed upon booking.

## **18. Guest Service**

- 18.1. onefinestay or an agent duly appointed and authorized by onefinestay will be the primary contact for Guest service requests throughout the duration of each confirmed booking and will address any Guest inquiries or issues to the best of its ability.
- 18.2. Should onefinestay require assistance in addressing any Guest inquiry or issue, it will contact PMC and PMC agrees to remain available to respond in a timely manner and have details regarding the amenities and features of all the Properties.
- 18.3. Should any representative or agent of onefinestay require access to the Property during a confirmed booking to address any Guest inquiry or issue, PMC is responsible for granting access to the Property in a timely manner.

## **19. Property Viewings**

- 19.1. PMC will conduct viewings on behalf of Guests as long as onefinestay provides PMC with at least 24 hours advance notice of such request and the home is available for a viewing

## **20. Privacy, Confidentiality and Non-Solicitation**

- 20.1. onefinestay may be required to undertake reporting, record-keeping and identification procedures. onefinestay may also seek to verify PMC's details electronically. onefinestay may undertake credit reference or other similar searches. On occasions onefinestay may need to ask PMC for ID documents. Where such information is requested, PMC agrees to provide such information promptly.
- 20.2. Both PMC and onefinestay agree to keep confidential all information made available during the course of and in relation to their professional relationship, including but not limited to the contents of this Agreement, the business practices and billing structure of each Party, and details relating to all confirmed Guest bookings.
- 20.3. The Parties agree to comply with their obligations under all applicable laws and regulations relating to the data protection and privacy as may be applicable from time to time, which at the date of these terms means the Data Protection Act 2018 and the GDPR (EU General Data Protection Regulation 2016/679) and any successor legislation, applicable data privacy laws in the respective jurisdictions ("Data Protection Legislation").



20.4. Both PMC and onefinestay agree to avoid directly or indirectly soliciting the Guests and Owners of each Property following the execution of each relevant booking agreement, with a view of obtaining future business.

## **21. Liability and Indemnification**

21.1. onefinestay will not be liable to PMC in the event of a claim by a Guest against PMC except to the extent any such claim results from the negligence or wilful misconduct of onefinestay. PMC will indemnify onefinestay for any claims by Guests against onefinestay arising out of any breach by PMC of this Agreement or any other agreement with respect to the Property, or any misrepresentations (or failure to disclose material information) in the listing (e.g. that the property is occupied by pets and therefore is not appropriate for someone with pet allergies), including for reasonable attorney's fees and costs.

21.2. onefinestay will not be liable to PMC for any business, financial or economic loss or for any consequential or indirect loss such as, but not limited to, lost reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity, arising as a result of the services onefinestay provides to PMC (whether suffered or incurred as a result of onefinestay' negligence or otherwise) except in the case of fraud or wilful concealment by onefinestay. onefinestay will not be liable for any damage to or losses relating to the Property, including, without limitation theft and any liabilities to the Guests or others arising from the use of the Property.

21.3. onefinestay will not be liable for any Property loss or damage, or any loss, theft or damage to contents which is caused by a Guest and is not covered by the Guest's security deposit. PMC should obtain additional insurance coverage at its own expense in respect of damage to or losses relating to the Property, including, without limitation, theft and any liabilities to the Guests or others arising from the use of the Property.

21.4. onefinestay' liability to PMC for all losses is capped at the higher of a) \$5,000; or b) the total amount of the Security Deposit being held in respect of the Property.

21.5. PMC understands and accepts the limitations on the liability of onefinestay set forth above and acknowledges that they are reasonable and appropriate.

21.6. Please note that in the event that a Guest refuses to depart the Property at the end of the booking then PMC may need to take steps to recover possession of the Property. It will not be the responsibility of onefinestay to remove the Guest or his or her belongings and recover possession on PMC's behalf.

21.7. PMC may also be liable to a Guest for any damage, injury, or loss that they may suffer during a stay, where the relevant damage, injury or loss arises due to a breach by PMC of applicable Regulations, breach of the applicable agreements, misrepresentations by PMC as to the details of the Property or any unsafe condition at the Property. PMC will be solely responsible for, and will indemnify onefinestay for, any claims by Guests relating to the foregoing.

21.8. onefinestay and its affiliated entities, shareholders, directors, officers, employees, agents and other third party representatives (“**onefinestay Affiliates**”) will not be liable to any Party, including but not limited to PMC, owner or operator of a Property, or any of their respective affiliated entity, shareholder, director, officer, employee, agent or other third party representative thereof (collectively, “**Property Affiliates**”), in connection with any loss, damage or injury to person or property suffered by a Property Affiliate as a direct or indirect consequence of a Guest’s booking, occupation or use of any Property.

21.9. onefinestay Affiliates are not liable in any way for the actions or faults of one or more Property Affiliates.

## **22. Arbitration**

22.1 If any dispute arises in connection with this agreement, a director or other senior representatives of the parties with authority to settle the dispute will, within 14 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

22.2 If the dispute is not wholly resolved at that meeting, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ('ADR notice') to the other party to the dispute, referring the dispute to mediation. A copy of the request should be sent to CEDR. Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR notice.

22.3 No party may commence any court proceedings/arbitration in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

22.4 This clause 22 will survive any termination of this Agreement and will continue to apply even if the PMC stops using the onefinestay Platform or terminates the Agreement.

## **23. Other Agreements**

23.1. Any ancillary agreement other than onefinestay’s Vacation Booking Confirmation and the booking agreement (as defined in clause 9.1), is acknowledged by both Parties to fall outside of the scope of onefinestay’s control and authority, acting solely as a provider of marketing and listing services pursuant to this Agreement, and onefinestay expressly disclaims any involvement with or liability for the terms of such ancillary agreement, including any resulting breach thereof.

## **24. Force Majeure**

24.1. onefinestay expressly disclaims liability for any actual or deemed breach of the terms of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations, if the delay or failure was due to any cause beyond our reasonable control, including but not

limited to fire, explosion, earthquake, storm, flood or other weather or natural disasters; unavailability of necessary utilities; burglary; internet service provider failures or delay, or denial of service attacks or other communication outages; war, civil unrest, acts of terror, insurrection, or riot; acts of God or the public enemy; epidemics or pandemics; public health emergency strikes, labour stoppages or slowdowns, or other

24.2. labour problems; embargoes; any law, act, order, proclamation, decree, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction; national or regional emergencies; transportation outages; or any other event beyond our reasonable control. ("**Force Majeure**").

24.3. A Guest, acting reasonably, which is prevented from having normal use of the Property or confirmed booking due to Force Majeure, shall be responsible for notifying PMC. The PMC will be required to provide a reasonable alternative to the Guest, which the Guest may or may not accept. If the PMC is unable to provide a reasonable alternative or should the Guest reject the alternative, the PMC must refund all payments for any unused portion of the Guest's booking to onefinestay. onefinestay will subsequently refund payment for unused portion of the Guest's booking to the Guest.

## **25. Termination**

25.1. This Agreement will apply to all arrangements between onefinestay and PMC until either Party terminates it in accordance with this clause. Except as otherwise set forth herein, this Agreement may be terminated by either onefinestay or PMC upon the provision of 90 days' written notice.

25.2. onefinestay will be entitled to terminate this Agreement immediately if: a) PMC is in material breach of any of the terms of this Agreement or any other agreement relating to any booking; b) PMC does anything to put the goodwill or reputation of onefinestay at risk; c) PMC refuses to allow a booking to proceed after a booking has been confirmed in accordance with this Agreement; or d) PMC refuses to cooperate with onefinestay in respect of this Agreement.

25.3. In the event of termination the terms of this Agreement will continue in full force, so far as such terms relate to existing bookings or the consequences of any previous booking (including terms relating to fees and expenses, liability and damage). onefinestay will not accept any new bookings for the Property after the date of termination, but this Agreement will continue in effect with respect to all then existing bookings.

25.4. In the event that this Agreement is terminated while any fees or charges whatsoever are outstanding to one Party, the other Party must pay all outstanding fees or charges immediately without set-off or deduction except as otherwise set forth herein.

## **26. General**

26.1. PMC is prohibited from assigning any of its rights or obligations under this Agreement absent the prior written consent from onefinestay. onefinestay will be entitled to assign or sub-contract its obligations under this Agreement.

- 26.2. This Agreement shall be construed under and governed by the laws of France, its rules of conflict of laws notwithstanding. onefinestay and PMC agree to submit to the exclusive jurisdiction of the French law courts.
- 26.3. Any notice under this Agreement (with the exception of a notice of termination served by PMC or a rejection of a booking) may be served by letter, email or, by directly entering information into a specially designed area of the onefinestay website. A notice of termination may be served by PMC either by registered post to the onefinestay registered office (details available on the onefinestay website) or by email. A notice of termination which is sent to onefinestay by email shall not be effective until it has been acknowledged by onefinestay (and any 'out of office' or autoreply shall not amount to an acknowledgement for the purposes of this clause). A rejection of a booking may only be made by email to the email address specified in the notice of booking.
- 26.4. All amendments to this Agreement must be in writing and signed by both Parties.
- 26.5. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. The Parties further agree that facsimile signatures shall be deemed to have the same force and effect as an original signature on this Agreement.
- 26.6. The heading references herein are for convenience purposes only, do not constitute a part of this Agreement, and shall not be deemed to limit or affect any of the provisions hereof.
- 26.7. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters, including without limitation any executed or unexecuted term sheets or similar documents.
- 26.8. Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment, by onefinestay and PMC, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 26.9. If any provision of this Agreement is held not to be valid by a court of French jurisdiction but would be valid if part of the wording were deleted, then such provision shall apply with such deletions as may be necessary to make it valid. If any of the provisions in these terms are held not to be valid the remaining provisions of these terms shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

By: \_\_\_\_\_

Name:

Title:

**onefinestay France SAS.**

By: \_\_\_\_\_

Name: Bobby Gibson

Title: Chief Executive Officer

## **Schedule A**

**Onfinestay Fee** chargeable on the gross revenues received for each Guest booking at a Property exclusive of any applicable taxes e.g. VAT, service taxes: %

**Merchant Fee:** %

**Security Deposit:**

## **Schedule B**

List of Properties: to be provided as an attachment by PMC with agreement.

This list may be amended from time to time by the addition and removal of Properties subject to mutual consent of the parties.