

## ECOLUXURY AFFILIATION AGREEMENT GENERAL TERMS & CONDITIONS

### ART. 1 DEFINITIONS

In addition to the definitions contained in the Affiliation Agreement, the terms in bold used in this document shall have the following meanings

**Affiliate Partner(s):** any person, legal or natural, who has signed the Affiliation Agreement and has completed and successfully passed the Audit and obtained the Ecoluxury Recognition of Compliance.

**Applicant(s):** any person, legal or natural, who has signed the Affiliation Agreement and has not yet paid the affiliation fee.

**Effective Date and Effective Period:** The Effective Date is the date of signature of this Agreement. The Effective Period is the period of effectiveness of this Agreement.

**Audit Fee:** the Fee to be paid by the Applicant(s) on a one-off basis for applying for membership in the Collection and which includes the cost of the Preliminary Compliance Audit and the cost for setting up the account. It usually consists of an agreement in exchange for services provided by the Candidate, unless otherwise specified in the Affiliation Agreement.

**Affiliate Fee:** the Fee to be paid annually by the Affiliate(s) for services rendered by Ecoluxury under the Affiliate Programme.

**Sales commission:** the commission to be paid by the Affiliates to Ecoluxury for sales generated through the booking offices of **ECOLUXURY TRAVEL and VIAGGI DELL'ELEFANTE**, unless a net Tour Operator agreement has been signed between the Affiliate and Ecoluxury or its sister company Viaggi dell'Elefante Tour Operator.

**Retreat/s:** hotel or lodge or other accommodation and related facilities covered by the Agreement.

**Traveller/s:** all persons who sign up for newsletter services, search or book a hospitality experience, editorial product or gift voucher directly on Ecoluxury online platforms or through ECOLUXURY Travel Boutiques in any selected Ecoluxury Representation worldwide.

### ART. 2. ECOLUXURY ENDORSEMENT AND TENT RATING SYSTEM BRAND

Ecoluxury is firmly committed to showcasing and promoting Retreats around the world that protect the nature and cultural identity of the areas in which they operate, while promoting sustainable business practices in the daily management of the property and with their suppliers. Thanks to its efforts, Ecoluxury has become a new sustainability-related quality label and a premium product for the luxury sector. Through constant comparison with the leading certification bodies in sustainable tourism and the enhancement of its Best Practice requirements, Ecoluxury ensures that each Partner has been screened according

to its level of compliance. To facilitate the communication of the different levels of compliance and quality, Ecoluxury has developed the RATING TENT system as a synthetic indicator of the final score obtained by

each Partner in relation to its projects that best contribute to the 17 SDGs of AGENDA 2030. Both the Good Practice Principles and the Rating Tent System are to be considered intellectual property of Ecoluxury and the Partner must support Ecoluxury in protecting this property.

### ART. 3. GRANTING OF THE LICENSE TO USE THE TRADEMARK

Ecoluxury is the sole and exclusive owner and has the sole and exclusive right to grant licences for the use of the following Trademarks:

**ECOLUXURY®**

**ECOLUXURY RETREATS OF THE WORLD® GIVING BACK IN TOURISM®**

Pursuant to the Agreement signed by the Parties and in consideration of the mutual benefits and obligations set out in the Agreement, the Parties agree that the Affiliate Partner for the duration of the Agreement shall be granted a non-exclusive, temporary and revocable right to refer to and use the Marks for all its marketing and PR purposes.

### ART 4. TRADEMARK TITLE

Ecoluxury, as licensor, declares and warrants that it is the sole and exclusive owner of all rights, title and interest in and to the said Marks and that it has the right to grant the non-exclusive rights, licence and privileges of use granted in this contract.

### ART. 5 STATEMENTS AND GUARANTEES OF THE TRADEMARK BY THE AFFILIATE

The Affiliate is aware of the importance of the trademark and shall endeavour to preserve the integrity of the image and everything related to the trademark. At all times of its use (marketing communications, advertising and promotional programmes, promotional literature, websites, videos, brochures, press releases and the like) it will refrain from doing anything which in any way may be detrimental to the 'image' and reputation of Ecoluxury, the Collection Retreats of the World or the Giving Back in Tourism philosophy.

If Ecoluxury determines that any marketing communication that the Affiliate Partner may cause to be published, transmitted, distributed or used in any way is detrimental to such 'image' and reputation, the Affiliate Partner shall, upon written request from Ecoluxury, remove or modify the objectionable material or conduct.

The Affiliate Partner must inform and train all its front-end staff on

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the philosophy of Ecoluxury and must mention prominently and at all times in its marketing communications that the property is a 'Retreat Partner' of the Collection. The Affiliate Partner shall make appropriate use of the Brands as they appear on the material received or as they are published on the Ecoluxury website.

The Affiliate ensures that the internet address of the Ecoluxury website dedicated to the Collection ([www.ecoluxury.com](http://www.ecoluxury.com)) will be included in all on and offline marketing communications.

If the Partner operates an independent website, a hyperlink to [www.ecoluxury.com](http://www.ecoluxury.com) shall be created via the Ecoluxury logo implemented on the homepage and footer or in the header of the property's website.

The Affiliate Partner understands and accepts that the correct use of the Brands, which stands for sustainability and excellence, must be preserved at all times.

The Affiliate Partner understands and accepts that any videos, clips, reels or similar produced and provided by Ecoluxury are its exclusive property. This material may be used, promoted and shared, but it is expressly forbidden to modify it, with particular reference to the removal of any of the trademarks and names mentioned in art. 3 above. 3 trademarks and names mentioned above.

In addition, the Affiliate acknowledges and agrees that he/she has no right to use the names and brands: **ECOLUXURY® RETREATS OF THE WORLD® GIVING BACK IN TOURISM®**

except as provided herein and, consequently, if and when the Contract is terminated for any reason, the Affiliate shall immediately cease and desist from using the aforementioned names and brands in any way whatsoever and in particular in relation to the Property.

Furthermore, under no circumstances may the Property contain, in whole or in part, the name 'Ecoluxury Partner or Ecoluxury Retreat Partner' in its corporate or business name.

The Affiliate Partner shall promptly inform Ecoluxury in writing of any change in the legal/beneficial ownership of the Property, the company by which the Property is managed/operated and the name of the Property.

### ART.6 OTHER OBLIGATIONS OF ECOLUXURY

Upon passing the Audit and obtaining the relevant certificate of compliance, Ecoluxury will recognise the Applicant as an Affiliate Partner of the Collection and grant all the benefits and rights arising from this Agreement. This includes the provision of affiliate services as agreed by the Parties in the Agreement.

Ecoluxury will inform the Affiliate Partner of any circumstance that may jeopardise the provision of the agreed affiliate services and will point out any alternative course of action.

### ART.7 OBLIGATIONS OF THE PARTNER

Quality control: the Affiliate Partner is aware of the standards required by Ecoluxury and of the importance of maintaining the excellent reputation of both Parties. For this purpose, during the period of validity of this document:

The Affiliate Partner shall always manage and maintain the Property in a manner consistent with the standards required by Ecoluxury to become part of its Collection.

In order to ensure quality control, Ecoluxury shall have the right to inspect the Partner even without prior notice or agreement. Ecoluxury may decide to carry out inspections directly or through external consultants at least once during the initial terms of the Contract and once a year during the renewal terms.

Within thirty (30) days after the last day of the inspection, the Affiliate Partner will be notified in writing whether the property has confirmed the benchmark score and rating assigned during the affiliation process as per the results of the Questionnaire. The Affiliate Partner will also receive a copy of the report prepared by Ecoluxury containing the results of the inspection.

The Affiliate Partner shall refrain from engaging in, allowing or causing others to engage in activities that cause negative publicity for the property.

The Affiliate Partner shall ensure compliance with all existing and applicable laws, rules and regulations in the jurisdiction where the property is located and with all best practice principles it has declared or demonstrated to observe.

Property management: the Affiliate shall inform Ecoluxury, before any other third party, of all relevant information regarding its offer, rates and projects and keep its online account and presence on the Ecoluxury website and marketplace up to date at all times. Ecoluxury reserves the right to determine what type of content provided and uploaded by the Partner and its staff will be considered acceptable.

Proof of affiliation: the Affiliate Partner shall mention prominently and at all times in its marketing communications that the Property is a 'Retreat Partner' of the Ecoluxury, Retreats of the World Collection. The Affiliate Partner understands and accepts that the proper use of the ECOLUXURY - RETREATS OF THE WORLD GIVING BACK IN TOURISM names and trademarks, which are synonymous with excellence and sustainability, must be preserved at all times.

To this end, the Affiliate undertakes and agrees that:

Place any other marks or signs provided by Ecoluxury for this purpose in a prominent position and as visible as possible.

Link your website to the Ecoluxury website [www.ecoluxury.com](http://www.ecoluxury.com).

Do your best to indicate to your customers the features of the Collection and the GIVING BACK IN TOURISM philosophy.

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Ecoluxury logos and related trademarks: duration of use  
**ECOLUXURY®**

**RETREATS OF THE WORLD® GIVING BACK IN TOURISM®**

The use of the Ecoluxury logos and related trademarks is only permitted if authorised by Ecoluxury.

The use of the Ecoluxury logos and related trademarks is only permitted if the Retreat remains affiliated in good standing.

Any use of the Ecoluxury logos and related trademarks mentioned above by a Retreat is subject to these terms of use and release, which the Retreat declares it knows and accepts.

The intellectual property of the Ecoluxury logos and related trademarks mentioned above remains at all times with Ecoluxury, as does control of the use of the logos, images and names mentioned above.

The Retreat may use the Ecoluxury Logos and related trademarks mentioned above exclusively on its website, business cards, letterheads and marketing materials to indicate that the company is a Partner of Ecoluxury.

The Affiliate Partner must remove all Ecoluxury logos and related trademarks mentioned above from all media within one month after the expiration of the affiliation (with the exception of videos, clips, footage or the like owned by Ecoluxury, the use of which will be immediately prohibited) if it chooses not to renew it.

The Affiliate Partner's name and/or logo must appear larger than the Ecoluxury logo on all marketing materials and the website to reflect that the company is a Partner of Ecoluxury.

When used in the online/internet/web environment, Ecoluxury logos and related trademarks must be protected and stored on the partner's server to avoid being copied.

The Ecoluxury logos may not be modified in any way.

When the Ecoluxury logo refers to the Ecoluxury website, the link to be used is <https://www.ecoluxury.com>.

Online activities and social media management

The Affiliate Partner must prominently mention at all times in its social media communications that the Property is a 'Retreat Partner' of the Ecoluxury Collection. To this end, the Affiliate Partner commits and agrees to:

Share on its social channels all Ecoluxury's posts, clips, reels and videos dedicated to its property

Follow Ecoluxury's social sites

Collaborate with Ecoluxury to create and share social activities by providing Ecoluxury with updated content.

### INFORMATION MATERIAL

The Affiliate Partner shall deliver to Ecoluxury or upload in the Partner Log In Area of the Ecoluxury website, within 30 days after signing the Contract, a Brochure of the Property.

The Affiliate Partner shall upload or deliver logos and high resolution images of the Property (size 1.5 MB and Jpg format) showing the high quality standards and sustainable projects. Images requiring credits must be included in the photos themselves when submitted by the Affiliate Partner, otherwise the credits cannot be shown.

The Affiliate Partner undertakes to provide all relevant information about special rates and conditions, exclusive packages and special offers reserved for Ecoluxury travellers. In this way, the Affiliate Partner will guarantee both Ecoluxury Global sales representatives and Ecoluxury travellers the best available international rates or conditions issued by the Affiliate Partner compared to the list rates.

Any material, such as images and content, is published under the responsibility of the Affiliate Partner, who must check it carefully once the publication has been confirmed by us.

Obligation to inform about any relevant changes The Affiliate Partner is obliged to inform Ecoluxury promptly by in writing of any change of ownership of the property, the company by which the property is managed/operated and the name of the property.

### ART. 8 ANNUAL FEES AND PAYMENTS

According to the specific terms of the Contract and the Commercial Agreement, the Applicant may be subject to one or more fees related to the Affiliation process (e.g. Affiliation and Audit fees, management fees, consulting or training programs), all of which are subject to these payment terms unless excluded in writing.

Any money owed by the Applicant or Affiliated Partners to Ecoluxury becomes due on the date of submission of each invoice. All fees, charges, costs, expenses or other amounts due to Ecoluxury must be paid in Euros.

Payments by bank transfer must be made to the bank account indicated below, unless Ecoluxury's invoice provides an alternative bank account:

Name of account: **Ecoluxury Travel Srl** Name of bank: **Banca Intesa San Paolo** IBAN Code:

**IT24F 03069 05020 1000 0001 3356**

**Swift Code: BCITITMMXXX**

All consideration and other payments due to Ecoluxury under this Contract are shown net of VAT and local taxes and are exempt from any set-off, counterclaim or other deduction of any kind, unless the deduction or withholding is required by Italian law.

If the Partner makes no payment under this Agreement on the due date, it shall pay Ecoluxury interest on the amount at the rate of 3-month Euribor plus seven per cent (5%).

On the Effective Date, Ecoluxury shall be entitled to issue an



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invoice for the Affiliation and Audit Fee.

Upon successful completion of the Audit and receipt of the relevant Summary of Results, Ecoluxury will be authorised to issue an invoice for the first annual Affiliation Fee for that calendar year, payable within 30 days of the date of the invoice.

Unless otherwise provided in the Agreement, in November of each calendar year, Ecoluxury will be authorized to begin issuing invoices for the Annual Affiliation Fee for the following year, as provided in the Agreement.

On the first day of each month of the Effective Period, Ecoluxury will be authorised to issue an invoice for Management Fees or Commissions, if applicable.

### ART. 9 LIMITATION OF LIABILITY

Ecoluxury has no direct control over the production of information on the Property or marketing material and will have no responsibility of any kind for any damage caused by the aforementioned activities.

The Affiliate acknowledges that under no circumstances may Ecoluxury be held liable for any problems arising from transactions handled through the Ecoluxury website. In particular, Ecoluxury may not be held liable for the total or partial failure of the services provided by the Affiliate Partner in favour of Travellers. In relation to these services, Ecoluxury must be considered as a third party.

### ART. 10 FORCE MAJEURE

Neither Party shall be liable to pay damages for any non-performance in the performance of the Contract (with the exception of payment obligations under Article 8) if such non-performance is caused by force majeure.

Force majeure shall mean an impediment beyond the control of the Party (including but not limited to war, armed conflict, civil disturbances, pandemics, acts of authority such as revocation of licences or permits or natural disasters) for which the Party could not reasonably be expected to have taken the impediment into account when entering into the Contract or to have been unable to avoid or overcome it or its consequences.

The non-performing Party must inform the other Party of the impediment and its effect on its ability to perform. If the other Party does not receive notice within a reasonable time from the time

when the non-performing Party knew or ought to have known of the impediment, it shall be liable for damages resulting from such non-receipt.

### ART. 11 TERMINATION

The Contract may be terminated if, at any time, one or more of the following events of default occur

If Ecoluxury or the Affiliated Partner suspends or discontinues its operations;

If Ecoluxury or the Affiliated Partner makes a voluntary assignment for the benefit of creditors; admits in writing its inability to pay its debts when due; petitions a court for the appointment of a receiver, liquidator or trustee for itself or for a substantial part of its assets;

If the Affiliated Partner fails to make any payment due under Art. 8 to Ecoluxury and the Affiliate Partner is unable to pay its debts. 8 to Ecoluxury and such default continues for thirty (30) days after written notification;

If Ecoluxury or the Affiliate Partner fails to perform any of its material obligations under this Agreement, other than an obligation to pay, and after written notice from the non-defaulting Party specifying the nature and extent of such material default, and such default has not been cured within thirty (30) days after such notice or such cure has not been undertaken within such thirty (30) day period and diligently continued to completion within not more than ninety (90) days after such notice.

Upon the occurrence of any of the foregoing events of default, this Agreement shall, at the option of the non-defaulting Party, immediately terminate and be terminated by written notice of termination to the defaulting Party.

The termination rights granted herein are in addition to all remedies available to the non-defaulting Party under applicable law. For the avoidance of doubt, the Parties expressly acknowledge that the affiliated partner shall not be entitled to a pro rata refund of any fees paid by the affiliated partner in the event that the termination is due to a default by the affiliated partner or an inability of the affiliated partner to continue its business. In addition, the Parties agree that an amount equal to an Annual Affiliation Fee is payable by the Affiliate Partner to Ecoluxury as a reimbursement to cover administrative expenses and loss of future profits in the event that termination is due to a default by the Affiliate Partner or an inability of the Affiliate Partner to proceed with its business.

### ART. 12 DISPUTE RESOLUTION

The Parties shall attempt to amicably resolve all issues and disputes arising in connection with this Agreement, or its breach, termination and invalidity (the "Dispute"). If they are unable to do so within thirty (30) days after the Dispute arises, they shall, at the request of either Party, jointly appoint a neutral mediator to resolve the Dispute within thirty (30) days of such request.

If the Parties are unable to agree on a mediator pursuant to Art. 10.3, or if the mediator fails to settle. 10.3, or if the mediator fails

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to resolve the Dispute within sixty (60) days after appointment, either Party may submit the dispute to final resolution by arbitration pursuant to the AIA (Italian Arbitration Association) Conciliation and Arbitration Rules by an arbitrator appointed in accordance with such rules.

The seat of the arbitration will be Rome, Italy. The arbitration will be conducted in English.

The decision and award of the arbitrator shall be binding on both Parties and may be enforced in any court of competent jurisdiction. Such decision and award may allocate the costs of the arbitration to either Party or disproportionately between the Parties.

### ART. 13 VARIOUS PROVISIONS

13.1 Nothing in this Agreement shall constitute or be deemed or construed to constitute a partnership, joint venture, or joint employment relationship between the Affiliate Partner on the one hand and Ecoluxury on the other.

13.2 Notices: any notice, statement or request required or permitted to be given under this Agreement shall be in writing, sent by certified or registered mail, return receipt requested, or by courier, as the case may be, to the Affiliate Partner and Ecoluxury at the addresses set forth in the Agreement or such other address as Ecoluxury or the Affiliate Partner shall notify the other Party in writing.

13.3 Successors and Assignees.

i. Either Party may assign the Contract, without the consent of the other, to an entity controlled, controlled or under common control with the assignor. Any other assignment without the consent of the other Party shall be void.

ii. In the event of an assignment, the Parties will continue to be liable under the Contract as if no assignment had occurred.

13.4 The headings of the articles of the Contract are for convenience and should not be construed as limitations and/or interpretations of the scope of any article.

13.5 The waiver by either Party of the right at any time to require the other Party to perform any provision hereof shall in no way affect the full right to require such performance at any time thereafter. The waiver by either Party of the breach of any obligation hereunder shall not constitute a waiver of any subsequent breach of the same obligation. The failure of either Party to exercise any of its rights hereunder shall not constitute a waiver of such right.

13.6 Invalidity of Particular Provisions If any clause of the Agreement (including this Article) or its application to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement, or the application of such clause or provision to persons or circumstances other than those for which it is held invalid or unenforceable, and each provision of

the Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that the Parties shall negotiate in good faith for the purpose of replacing the invalid or unenforceable provision with a valid or enforceable provision so that their mutual agreement recorded herewith remains substantially unchanged.

13.7 Consents and Approvals Except as otherwise provided herein, whenever the consent or approval of the Parties is required, both Parties agree to act reasonably and without delay, and in any event within fifteen business days (15), from the date of receipt of the request for such consent or approval. Such consents or approvals shall be provided by electronic mail or courier and shall be duly signed by an authorized representative of the Party granting the consent or approval.

Signature Retreat Representative

ENRICO DUCROT (CEO) per Ecoluxury



Data \_\_\_\_\_