

AGENCY CONTRACT

between

ALESIA T.O. – CALDANA INTERNATIONAL TOURS SRL with headquarters in Toscolano Maderno (Brescia, Italy), via D. Caldana n. 4, Vat code 02776600989, legally represented by Mr. Moreno Caldana (henceforth referred to as ALESIA)

and Agency (henceforth referred to as the Agency)

1. Subject

ALESIA confers to the Agency, in a non-exclusive capacity, the commission of marketing hotel and wellness services through Alesia's platform at the web addresses www.alesiaspahotels.com and www.alesiatouroperator.com.

2. Validity

This Contract comes into effect on the date it is sent electronically to Alesia and is valid for one year. When the contract expires, it will be renewed by tacit agreement, unless the parties produce a written notice of termination no later than thirty (30) days prior to the expiry of the contract.

If the contract is terminated, the Agency and ALESIA will honour all reservations made before the termination of the contract.

3. Commissions

Basic commission is **11%** of the net amount, i.e. net of the hotel's VAT.

4. Payment of Commissions

Commissions are collected by the Agency, which deducts it from the amount the Client pays when making the reservation; the Agency will pay ALESIA through bank transfer. Then the Agency will be able to print the Voucher from the Back Office.

5. Reservation method

5.1 The reservation is entered by the Travel Agency through ALESIA's platform. The Agency follows the procedure indicated by the Alesia platform and enters the client's personal. Once Alesia receives the payment of the net rate, the Agency can provide the Client with the Voucher.

5.2 Once the reservation has been confirmed, it is not possible to change it. If the details of the reservation need to be changed, the existing reservation must be cancelled and a new reservation made. The penalties applicable in the event of cancellation will be shown on the Alesia portal before the reservation is confirmed.

5.3 In some cases (special offers, promotions, or public holidays), payment may be requested up front and will be non-refundable.

6. Publication of data - Responsibility

6.1 The Agency will enter information and data in the software, through the "Extranet" interface, which requires a username and password for the Agency and is protected by a password for each individual system user.

The Agencies are the only subjects responsible for the contents and accuracy of the data entered. ALESIA can in no way be held responsible for the content of the data entered by the Agency and cannot be held liable for any damages caused to third parties as a result of inaccurate content. The Agency is expressly obliged to safeguard ALESIA from any costs, expenses, losses, or damages (including legal fees) that may arise directly or indirectly, from third parties.

6.2 The Agency is obliged to inform ALESIA, via registered mail with notification of receipt, of any change to the management and/or closure of the Agency's company at least 30 days prior to the change coming into effect. ALESIA reserves the right to modify or resolve the contract, suspending and/or deactivating the sales code of the Agency. Termination of the contract, for any reason, does not absolve the parties from the obligation to settle payments owed.

7. Divisibility of the contract

7.1 The partial or total invalidity or nullity of one or more clauses of this contract does not invalidate the contract in its entirety. The Parties will negotiate in good faith clauses to replace those that are found to be invalid, which, within the limits of the law, will have the same purpose of those being replaced.

7.2 Any modification to the contents of this contract will be valid and effective only if formulated and accepted in writing by both parties. Consequently, the disapplication, even if reiterated, of one or more of the agreements and clauses contained in this contract will not constitute tacit abrogation.

8. Communication and notification

Any communication requested or allowed by the terms of this contract must be made in writing and will be considered effectively and validly executed upon receipt, if made by letter or telegram, or upon declaration of receipt by suitable means (including telefax), if sent by telefax, as long as the communication is addressed as follows:

for **ALESIA - Caldana International Tours srl** at the headquarters in Toscolano Maderno (Bs) via D. Caldana n. 4, tel. 0365-5465842, fax 0365 5465804; pec: caldanainternational@pec.it

for the AGENCY to Mr./Mrs.

at, Street/Square..... n.....

tel....., fax.....,

certified email.....;

or at an alternative address or telefax number that each party can communicate to the other party after the date of this contract in conformity with the terms agreed above, it being understood that in addition to the addresses provided above, or the alternative addresses communicated in the future, the parties also elect a home address for the purposes of this contract, including any legal notices.

9. Jurisdiction

Any controversy that may arise from this contract will be resolved under the exclusive jurisdiction of the court of Brescia (Italy).

10. Treatment of personal data

The parties consent to the treatment of each other's personal data, and commit to handling this data according to the principles and precepts of the Decree EU 2016/679. Moreover, the parties will respect the principles and precepts of the aforementioned law with reference to any other personal data.

Read, confirmed, and undersigned
Toscolano Maderno, on

Alesia T.O. – Caldana International S.r.L.

Agency



CALDANA INTERNATIONAL TOURS SRL
P.I. e C.F. 02778400989
via Domenico Caldana 4
25088 TOSCOLANO MADERNO (BS)

Having read and understood the terms stipulated above, the parties hereby declare, in accordance with art. 1341 and the Italian law, that they expressly approve and undersign all agreements contained in this contract.

Read, confirmed, and undersigned.

Alesia T.O. – Caldana International S.r.L.

Agency



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