

BUSINESS PLUS

GENERAL TERMS AND CONDITIONS

1. PROGRAM DESCRIPTION

The Business Plus subscription program ("Program") offered by PROFID SAS ("Program Administrator"), the company that handles customer loyalty for hotels in the AccorHotels Group, was created to enable its Members ("Member" or "Members") to benefit from the advantages described below during their stays at AccorHotels hotels participating in the Program and when making purchases at Program Partner establishments.

The Business Plus Program is only applicable if allowed by legislation in the Member's country of residence. If not allowed, membership is null and void.

2. DEFINITIONS

Check-in: Arrival date at the hotel.

Check-out: Departure date from the hotel.

Client: Individual (not a Member of the Program) who spends the night at an AccorHotels hotel.

Company Manager: company that joins the Program and purchases Business Plus cards for use by its employees.

Member: Client who has accepted the Program's General Terms and Conditions.

Partner: Company outside the AccorHotels group that participates in the Program by offering discounts on some of its services.

Individual: Member who is not subject to VAT (Value-Added Tax) in his or her country and who does not purchase the Business Plus card for purposes related to his/her professional activity.

Cardholder: Employee who benefits from a Business Plus card subscribed by his/her employing company (Company Manager).

Professional: Member who is subject to VAT in his/her country and who purchases the Business Plus card for purposes related to his/her professional activity.

3. HOTELS PARTICIPATING IN THE PROGRAM

The hotels participating in the Program are establishments of the following brands: Sofitel, MGallery, by Sofitel, Pullman, Grand Mercure, Novotel, Novotel Suites, Mercure, Adagio (except Adagio Access and Premium), ibis, ibis Styles and Thalassa sea & spa, with specific exceptions described here:

http://www.accorhotels.com/gb/leclub/pdf/hotels_exception.pdf

If a hotel leaves the AccorHotels network or ceases to be a participating establishment - after the Member makes a reservation, but before the stay, then the Member shall not benefit from any specific Program-related services or advantages at the hotel. Special offers shall no longer be valid after the date on which the establishment leaves the network or ends its participation, even if the reservation was made before said date.

4. PROGRAM MEMBERSHIP

4.1. Membership conditions

The Program is open to any person who is legally considered an adult in the country in which he/she has the legal capacity to sign a contract. Minors may not participate in the Program. Legal entities (companies) may also participate in the Program, with the exception of companies belonging to the AccorHotels group, AccorHotels partners and groups.

Membership in the Program is based on an annual subscription fee paid by the Client.

The card is nominative and strictly personal. It may not be lent, sold or transferred. The card does not constitute a means of payment and does not guarantee reservations. Each Business Plus card contains the Member name (for personal memberships by individuals) or the Cardholder and the company name of his/her employer (for memberships by a company for its employees via an Company Manager), as well as a unique identification number and the card's expiration date.

A Member or Cardholder may only possess one single Business Plus card.

The Business Plus card may only be used by the Member or Cardholder whose name is printed on the card. The Member or Cardholder must not disclose his/her card number or his/her profile password to any other party. The Member or Cardholder acknowledges that he/she is aware of how his/her profile works and is responsible for all operations to and from his/her profile.

The Member must have an individual electronic mail (e-mail) address in order to join the Program. No two Members or Cardholders may use the same e-mail address.

Professionals and Company Managers residing in the European Union are required to provide their intra-community VAT number and transmit it to PROFID SAS. It is their responsibility to provide this information.

In case the provided intra-community VAT number is incorrect or inexistent, PROFID SAS may invoice a Professional Member or Company Manager residing in the European Union for the French VAT amount of 20% on the purchase price of the Business Plus card.

Professionals and Company Managers outside the European Union are not required to provide an intra-community VAT number, but they must confirm that they are indeed subject to VAT in their country of residence and that they are acting on behalf of their professional activity. It is their responsibility to provide this information.

If the information provided is inexact or incorrect (with respect to place of residence or professional status), the Professional may be invoiced for French VAT.

For more information on VAT identification numbers and related regulations, please see the following Web sites:

- http://ec.europa.eu/taxation_customs/vies/vieshome.do
- http://europa.eu/youreurope/business/vat-customs/buy-sell/index_en.htm

The individual Member is informed that in accordance with Article L.121-21 of the Consumer Code, he/she is entitled to a right of withdrawal which he/she may exercise in writing by contacting the Customer Services Department within seven (7) calendar days with effect from registering at the hotel or, in the event of online registration, within fourteen (14) calendar days with effect from his/her registration on the Websites, subject to not having benefited from any advantages under the Programme prior to expiry of one of these time limits, as applicable.

Joining the Business Plus Program implies the acceptance of electronic communications related to Program operation and services offered by the Program (informational messages, renewal information, profile operation, etc.) If the Client no longer wishes to receive this information, which is deemed essential for Program operation, he/she must request to leave the Program (see the procedure described in Article 6.3).

The Company Manager agrees to inform employees about these General Terms and Conditions and confirms that said employees also accept these General Terms and Conditions.

Program Members accept that these General Terms and Conditions are subject to modification, in whole or in part, at any time, and without notice.

4.2. Ways to join the Program

4.2.1 Ways for individual Members to join

— Individual Member or Professional Member residing in France

The annual membership fee is 141.67 Euros excluding tax (170 Euros including the current 20% VAT), not counting temporary offers or specific local conditions indicated on the registration form.

Payment shall be made exclusively by banker's card upon registration on the businesstravel.accorhotels.com website or directly at the hotel.

— Individual Member or Professional Member residing outside France

Assuming compliance with the conditions described in section 4.1, the membership fee is 141.67 Euros (excluding French VAT), not counting temporary promotional offers or specific local conditions indicated on the membership registration form.

Payment shall be made exclusively by banker's card upon registration on the businesstravel.accorhotels.com website or directly at the hotel.

4.2.1.1. At participating hotels

- Payment at the hotel

During a stay at one of the hotels participating in the Programme, the Customer may directly register by contacting the reception desk. The Customer must provide the compulsory details (last name, first name, e-mail address, postal address, telephone number and preferred language for correspondence) required for such registration. Payment at the hotel is possible.

Following acceptance of the payment of the subscription fee by banker's card by PROFID SAS, the new Member shall receive e-mail confirmation of his/her Member number at the e-mail address provided.

- Later payment online

When staying at a hotel participating in the Program, the Client may join the Program directly at the hotel's reception desk. The Client must provide the necessary and required information for registration (last name, first name, e-mail address valid at the time of registration, postal address, telephone number and language for communications).

When registration is complete, the new Member will receive an e-mail message confirming his/her membership in the Program, along with the Member number. The Member must accept these General Terms of Use of the Program online via the e-mail received. In addition, payment for the subscription shall be made online.

The Member is then entitled to benefit from all Program services: permanent discounts at participating brand hotels, access to the various features of the businesstravel.accorhotels.com site, recognition on all AccorHotels group Internet sites and by call centers when making reservations. The card number must be provided to hotels at the time of reservation for all stays benefiting from preferential rates.

If the membership confirmation e-mail is lost, the Member is invited to contact Customer Services using the "Contact" section of the "Our subscription cards" tab on the businesstravel.accorhotels.com website (as defined in Article 4.2.1.2 below).

4.2.1.2. On the businesstravel.accorhotels.com site

People may also join the Program by filling in the membership form provided on the businesstravel.accorhotels.com site.

The Client must provide the necessary and required information for registration (last name, first name, e-mail address valid at the time of registration, postal address, telephone number and language for communications). He/she must also accept the Business Plus Program General Terms and Conditions online and pay the subscription amount by credit card online.

After submitting the registration, and after PROFID SAS has validated the subscription payment, the new Member will receive a membership confirmation e-mail sent to the address provided by the Member, confirming the card number.

He/she is then entitled to benefit from all Program services: permanent discounts at participating brand hotels, access to the various features of the businesstravel.accorhotels.com site, recognition on all AccorHotels group Internet sites and by call centers when making reservations.

4.2.2 Ways for Cardholders to join via a Company Manager

— If the Company Manager is located in France:

The membership fee is 80 Euros excluding tax (96 € including applicable VAT at 20%) per card for orders of at least five (5) cards, not counting temporary promotional offers or specific local conditions indicated by the Program Administrator's sales representative.

— If the Company Manager is located outside France:

Assuming compliance with the conditions described in section 4.1, the membership fee is 80 Euros (excluding French VAT), per card for orders of at least five (5) cards, not counting temporary promotional offers or specific local conditions indicated by the Program Administrator's sales representative.

Payment may be made by check (in Euros) or by credit card.

The order is only valid and taken into account by PROFID SAS after PROFID SAS has received payment for the ordered card(s). The company agrees to send a purchase order to PROFID SAS and to follow-up with payment to PROFID SAS within a maximum period of seven (7) days after signing said purchase order. The rate indicated on the purchase order is the only applicable rate.

By enabling the Cardholder employee to benefit from advantages as part of the Program, the Company Manager must pay for all obligations, taxes, and social charges

for which said Company Manager is liable with respect to this bonus, which may constitute a benefit-in-kind.

The Company Manager ordering cards for use by the Cardholder shall not hold the Program Administrator, the company Accor SA, or any company in the AccorHotels group, responsible for any appeal by their agents, third-parties, or tax or social charges collection entity for payment of said obligations, taxes, or charges.

4.2.2.1. Via the Program Administrator's sales representative

To obtain cards, the Company Manager must complete a membership application with the Program Administrator's sales representative, along with a properly filled-in electronic order form, the corresponding payment, as well as card requests by Cardholders.

Each Company Manager must order at least five (5) cards upon the first order. These cards are valid for twelve (12) months.

The amount of the order is calculated based on the ordered quantity and is included on the order form given to the Company Manager by the sales representative.

4.2.2.2. Ordering additional cards

The Company Manager may order additional cards during the year by sending a new, properly filled-in electronic order form to the Program Administrator's sales representative, along with the corresponding payment and Cardholder requests for additional cards.

The expiration date for additional cards is identical to that of the cards on the initial order. The duration of card validity must not be less than three (3) months. The Company Manager must order any additional cards from the Program Administrator's sales representative at least three (3) months before the expiration date of the cards from the initial order. This three-month period also takes into account the time it takes for PROFID SAS to receive payment.

The cost of additional cards is calculated based on a *pro rata temporis* rate, in proportion to the time remaining in the validity period, and taking into account the total number of ordered and currently-valid cards, that is, the first card order plus any additional card orders. It is specifically stated that no reimbursements shall be made on the price paid for previously-ordered cards: the unit price of the current allotment shall not be re evaluated.

4.3. Profile

The profile is strictly personal. It is created and used under the sole responsibility of the Member or Cardholder. The profile is created *intuitu personae* – in other words, at the sole discretion of the Member or Cardholder, and may not, under any circumstances, be shared with other Members or Cardholders.

In particular, the profile enables the Member or Cardholder to:

- View details of their subscription and stay history, and renew their membership if necessary
- Identify themselves on the www.accorhotels.com website or mobile services
- Enter their accommodation preferences, personal preferences, favorite brands and favorite destinations
- View their reservation history and modify their current reservations, if necessary
- Sign up for Accorhotels, Le Club Accorhotels and AccorHotels hotel brand newsletters, and view their newsletter subscriptions
- Access personalized offers and services.

5. RECEPTION, USE AND RE-ASSIGNMENT OF THE CARD

5.1. Reception

5.1.1 By the Member

The Card is sent to the Member within a maximum of three (3) weeks once his/her registration in the Program is finalized, after PROFID SAS has validated the credit card payment for the membership.

5.1.2 By the Company Manager and Cardholder

Cards are only issued after PROFID SAS has received the corresponding payment in full.

Cards are delivered to the Company Manager at the address indicated on the order form within a period no longer than three (3) weeks after the complete order is received.

5.2. Use

In order to take advantage of Program benefits, the Member or Cardholder must indicate his/her card number when making each reservation, and then present the card (or Member number if the card has not yet been received) upon check-in at the hotel. The Member must respect these conditions in order to be entitled to Program advantages.

The Business Plus Card does not serve as a guarantee to hold a room reservation in case of late arrival. To guarantee a room reservation, the Member or Cardholder must provide a credit card number at the time the reservation is made.

A Member or Cardholder may not cumulate advantages from different programs for the same stay.

5.3. Re-assignment of Cards upon request by the Company Manager

When a Cardholder is no longer employed by the company, the Company Manager may request cancellation of that Cardholder's card and the reassignment of a Card for another employee at no additional charge. The Company Manager must send the

Program Administrator's sales representative a properly filled-in card re-assignment request.

The request must be made to the Program Administrator's sales representative at least sixty (60) days before the expiration date of the cards from the initial order.

The expiration date for the new card is identical to that of the cards on the initial order. Once the card has been reassigned, the previous Cardholder can no longer benefit from Program advantages and services.

6. REWAL AND CANCELLATION PROCEDURES

Membership in Program is for a minimum duration of one (1) year.

6.1. Renewal

6.1.1 By the individual Member

The Member may renew his/her Business Plus card and pay the relevant subscription fee either at the hotel or directly online on his/her customer account on the businesstravel.accorhotels.com website prior to the expiry date of his/her membership. His/her membership shall accordingly be renewed for twelve (12) months.

6.1.2 By the Company Manager

When the Company Manager renews Cards, the unit price for each card is calculated on the total number of Cards ordered at the time of renewal.

The renewal order must include a minimum of five (5) cards.

All cards ordered at the time of renewal are valid for a period of twelve (12) months. The Company Manager must fill-in a new electronic order form, include any new Cardholders (if applicable), and make the corresponding payment.

6.2. In case of non-renewal

Once the card has expired, the previous Cardholder can no longer benefit from the advantages and services associated with his/her card.

6.3. Cancellation by the Member or Company Manager

At any time, the Member or Company Manager may decide to cancel a subscription by contacting Customer Service or the Program Administrator's sales representative. No reimbursement shall be made, either in full or in part, for any already-issued card, even if the card is unused. Membership cancellation means complete and total withdrawal from the Program, thus permanently severing the existing relationship between the Program Administrator and the Member, or between the Program Administrator and the Cardholder and Company Manager. This severance causes all

data pertaining to the Member, or the Cardholder and Company Manager, to be deleted from the Program database.

6.4. Cancellation by the Program Administrator

Any use of the Business Plus Card that does not comply with the present General Terms and Conditions may result in the immediate cancellation of the Card, of benefits related to the Card, and the closing of the account without entitling the Member, Cardholder, or Company Manager to claim any compensation of any kind. In case the Member or Company Manager's bank rejects payment of the subscription fee, the Program Administrator reserves the right to close the account without entitling the Member, Cardholder, or Company Manager to claim any compensation of any kind.

7. MEMBER RESPONSIBILITIES

The commitments and rules to be respected by the Member or Cardholder, under penalty of exclusion from the program, are as follows:

- He/she agrees to remain courteous at all times.
- He/she must present his/her Card and/or Member number when making a reservation and upon check-in at the hotel.
- He/she must not lend his/her Card to any third-party.
- He/she shall not commit fraud or attempt any fraudulent action to obtain advantages.
- If the card is lost or stolen, the Member or Cardholder must inform the Program Administrator via the "Contact" section on the "Our subscription cards" tab of the businesstravel.accorhotels.com site or through his/her profile.

Any breach of these Program General Terms and Conditions by a Member or Cardholder, any abusive or fraudulent use, any falsification of provided information, or any harmful behavior, such as that described above, may lead to cancellation without notice or reimbursement of the Program Member or Cardholder's subscription fee. This cancellation shall be without prejudice concerning any possibility of other actions by the Program Administrator.

8. PROGRAM BENEFITS

Rules for earning Program advantages depend on the validity of the Member or Cardholder's Business Plus card at the time of his or her stay (check-in date).

To benefit from discounts and advantages, the Member or Cardholder is required to present his/her card to the reception desk at the hotel.

8.1. Hotel rate advantages

The Member or Cardholder is entitled to benefit from reduced room rates, for up to two rooms maximum, depending on the hotel brand. These advantages are described in more detail on the tab "Our subscription cards" on the businesstravel.accorhotels.com site.

8.2. Preferential rates with Partners

The Member or Cardholder benefits from preferential rates with partners, as described on the tab "Our subscription cards" on the businesstravel.accorhotels.com site.

8.3. Hotel services

The Member or Cardholder benefits from the following advantages and services during his/her stays at AccorHotels hotels participating in the Program:

— Guaranteed room availability is possible if the reservation is made before noon (12:00 pm) local time where the hotel is located, at least three (3) days before the expected arrival date (7 days for Thalassa sea & spa and only for "3 nights or more" - "8 nights or more" packages at Suite Novotel and only for stays of at least 4 nights at Adagio, except Adagio Access). This guarantee applies to stays paid at the regular public rate or full rate and only for the Member or Cardholder's room. If the hotel is unable to honor the room availability guarantee, it is committed to obtaining accommodations for the Member or Cardholder at another nearby AccorHotels group hotel or at a hotel of an equivalent category. If it is necessary for the Member to stay at a hotel that does not belong to the AccorHotels group, the hotel will reimburse the Member or Cardholder for any difference in the cost of the first night and any related transportation fees, upon presentation of the corresponding receipts. This room availability guarantee is valid at all hotels participating in the program, with the exception of those hotels listed here: Mercure Belle Plagne 2100, Mercure Chamonix Centre, Mercure Chamonix Les Bossons, Mercure Courchevel 1850, Mercure Les Deux Alpes 1800, Mercure Saint Lary, Mercure Val Thorens, and Mercure Les Arcs 1800. During exceptional events that generate high demand for the desired destination (see unavailable dates: <https://secure.accorhotels.com/gb/leclub/bod.html>), Members or Cardholders do not benefit from any specific Program advantages. In the last quarter of every year, the official calendar of unavailable dates is made available to Members and Cardholders for the following year. In order for the Member or Cardholder to benefit accordingly from the room availability guarantee, he/she must always explicitly request said guarantee at the time of reservation.

- The option to check-out of the room as late as 4:00 pm on the day of departure at all hotels participating in the Program, except for Thalassa sea & spa, at no additional charge, subject to room availability. The Member must mention the desire for late check-out at the reception desk upon arrival.

The Business Plus Card does not serve as a guarantee to hold a room reservation in case of late arrival. To guarantee a room reservation, the Member or Cardholder must provide a credit card number at the time the reservation is made.

9. QUESTIONS RELATED TO MEMBER OR CARDHOLDER ACCOUNT

For any claim concerning the application of preferential rates at participating hotels, or with Program partners, the Member or Cardholder may use the corresponding claim form in the "Contact" section of the "Our subscription cards" tab on the accorhotels.com/business site.

10. PROGRAM COMMUNICATIONS

The Member or Cardholder can find all the information related to his/her Program membership via his/her profile on the businesstravel.accorhotels.com site.

All Members and Cardholders participating in the Program accept to receive commercially-related communications by e-mail from the Program, including promotional offers reserved for Members and Cardholders. If the Member or Cardholder no longer wishes to receive commercial communications by e-mail, he/she may unsubscribe from these commercial communications by clicking on the unsubscribe link provided at the bottom of said e-mail at any time without any other consequences.

Any changes to e-mail or postal addresses, Member or Cardholder name, or any other relevant membership information, must be made by the Member or Cardholder directly in his/her profile via the businesstravel.accorhotels.com site.

11. DATA PRIVACY

Collected personal information is processed by AccorHotels, the handling party, with headquarters located at 110 avenue de France – 75013 Paris – France, as part of the registration procedure and ongoing management of the Program, as well as to handle claims and send information and commercial communications for purposes of prospection and Program participation. The fields marked with an asterisk (*) are required. Without this information, Members and Cardholders would not be able to fully benefit from Program advantages. This information is used by AccorHotels as well as its subsidiaries (including PRO-FID SAS, the group responsible for Program Administration) and its commercial and contractual partners (service providers, vehicle rental agencies, hotels, etc.). All information is protected as described in our **Personal Data Privacy charter**.

Member or Cardholder data may be transmitted for the above-mentioned purposes, depending on the circumstances, to recipients located in non-European Union countries that do not offer a sufficient level of data privacy protection, namely AccorHotels group entities and hotels, as well as service providers involved with the payment of Member and Cardholder subscription fees. This transmission is required to properly execute the contract established between the Member or Cardholder and the handling party.

In compliance with the French law of 6 January 1978 relative to Information Technology and Data Protection, Members and Cardholders have the right to access, query, change, and oppose the use of stored personal information about them for legitimate reasons or to oppose commercial prospection. The Member or Cardholder may exercise his/her rights by writing to data.privacy@accor.com.

12. ACCEPTANCE OF THE PROGRAM GENERAL TERMS AND CONDITIONS AND APPLICABLE LAW

Membership in the Program implies the full and unconditional acceptance of these General Terms and Conditions by the Member or Cardholder. These General Terms and Conditions supersede any previous texts on the subject.

In case of a dispute between a Member, or Cardholder and Company Manager, and PROFID SAS, all parties agree to first seek out-of-court settlement.

THIS PROGRAM IS GOVERNED EXCLUSIVELY BY FRENCH LAW. Any disagreement or litigation resulting from the context described in the present General Terms and Conditions that cannot be resolved out-of-court will be handled by the appropriate courts in the jurisdiction of Paris.

13. INFORMATION FOR MEMBERS, COMPANY MANAGERS, AND CARDHOLDERS

Complete information and details related to the Program, in particular with respect to the advantages offered by each of the participating hotels and Partners, is available on the businesstravel.accorhotels.com site.