



MANDATE FOR SEASONAL RENT OR HOTEL ROOM BOOKING

ARTICLE I: PREAMBLE

The scope covered by this mandate is the vacation rental or the reservation of accommodations or hotel rooms. This mandate is given by the principal to his representative within the framework of benefits of intermediation for hotel room bookings or the leases of accommodations for stays to customers via the website www.eBizMed.com.

ARTICLE II: PRINCIPAL (natural or legal person)

FIELD OF ACTIVITY ⁽¹⁾: HOTELS SEASONAL RENTALS

COMPANY:

Legal form ⁽¹⁾: SA LTD INDIVIDUAL

OTHER :

LEGAL REGISTRAR NUMBER:

Number of Stars:

TRADE MARK:

Head Quarter Address:

Area Code :

Town :

Country :

Phone number ⁽²⁾ :

email ⁽²⁾ :

Fax :

Website :

Legal chairman

Surname :

Name :

Phone number:

email :

Area Code :

Town :

Country :

Phone number ⁽³⁾ :

email ⁽³⁾ :

Hereafter designated by the Principal;

ARTICLE III : REPRESENTATIVE

Company: ELIT'RIVIERA BUSINESS

SARL Capital stocks of 8 000 €

Trade Mark : eBiz'Med

Head Quarter Address: 10, Rue BLACAS

06000 NICE

Country: FRANCE

Phone number : +33 6 84 12 86 41

Email : eBizMed@orange.fr

Registered at the Registry of the Tribunal de Commerce de Nice as. 2008 B 00617 and SCR 503 186 736

Professional card issued by the prefecture Nice

Financial guarantee by the Caisse de Garantie de l'Immobilier (CGAIM)

CNIL Declaration - No. 1,332,819 and 1,332,820.T

Account number : IBAN : FR76 3005 6002 9102 9100 7934 876

Bank : HSBC NICE CIMIEZ 27, Avenue FLIREY 06000 NICE /FRANCE

Legal Director: Emmanuel LAZIAMOND

Hereafter designated by the Representative.



ARTICLE IV: PURPOSE

www.eBizMed.com is a website allowing to post online products and services of the principal to be widely distributed to customers. This site operates as a central booking.

This site has a secure online payment enabling users to make bookings in safety and confidentiality.

The principal, having read and accepted the terms of the general conditions of www.eBizMed.com, gives to the representative, who accepts, a non-exclusive mandate for the publication of property, accommodation or hotel rooms on its site accessible to potential clients and serve as an intermediary for their booking or their lease with the authorization to invoice and to cash a deposit corresponding to the delivered service. As the case may be, a repayment of a part of the deposit shall be made to the principal by the representative before the beginning of the stay of the client.

ARTICLE V: NATURE OF DATA OR INFORMATION

This covers any data or information in connection with the professional activity of the principal, including text, photographs, videos, movies, pictures, sounds etc.... These data once placed on the site www.eBizMed.com will be under the protection of the "Intellectual Property Code" in force and remain the property of the principal who authorizes the representative to do the advertising on its site or on sites of its partners..

ARTICLE VI: PROCEDURE

After the signature of this mandate, the representative will create a partner-account on the website for the principal who can have a free space for a large advertising of its products with a price displayed for each of them equaling to the same price displayed on the spot, already including the commission of the representative.

Thus, when booking by a customer via www.eBizMed.com, he will pay a deposit in compliance with the terms of the General conditions available on the website and this deposit will be cashed by the representative only if the principal has confirmed the booking to the customer. For hotels, this deposit is the amount of the representative's commission and the customer will pay the balance remaining on the spot at the hotel during his stay. For vacation rentals, this deposit equals to 30% of the amount of the booking and when appropriate, the customer will pay the remaining balance to the representative who will transfer the part that must return to the principal.

At the end of his stay, the representative will contact the customer to measure its satisfaction upon the delivered service and the results of this quiz will fuel the statistics of client satisfaction that will be communicated to the principal.

At least twice a year, the representative will also ask the principal to give his overall assessment of the quality of service rendered by the eBizMed agency.

Furthermore, the terms and conditions, available and searchable on the site, are intended to clarify the conditions under which the client will make the bookings, the tariffs applied and the mode of payment. They will be subject to explicit acceptance of the client before the validation and the confirmation of his booking. In case of cancellation of booking by the customer, the terms of amendment or cancellation will be applied.

ARTICLE VI b: TERM OF THE MANDATE

The duration of this mandate is defined for 1 year tacitly renewable, starting from the date of the signature with a break clause provided in Article X below. However, after the signature, this first year can be considered as a trial period whereby the rupture can occur at any time when one party makes an application under the same conditions provided in Article X.

ARTICLE VI c : TARIFF

The commission of the representative is defined in the general terms of the site and at the time of signature of this mandate, is equal to 10% of the price listed by the principal. In case of tariff increase, the representative has to

notify it to the principal, at least, two months in advance. The latter can refuse. Disagreement tariff may be a ground for termination of this mandate by one of the parties who wishes it, in the respect of the break clause defined in the Article X.

ARTICLE VI d : SUBSTITUTION - ASSIGNMENT

- In case of death or incapacity of the representative, the principal expressly authorizes the latter or his beneficiaries to substitute, for the implementation of this mandate, any natural person or legal entity provided that the substitute fulfills the conditions from the Act of January 2, 1970.
 - In case of sale of his business by the representative or if he entrusts the operation of the fund management to a tenant, this mandate will continue for the benefit of the transferee or of the tenant that the principal agrees expressly, provided that this is compliant with the terms of this contract.
 - whatever the case, the principal has to be notified as soon as possible and no later than six months before the substitution, assignment or lease management of the business.
- The principal has the right to terminate this mandate in the month following receipt of the letter advising of this event. And conditions of termination be those defined in Article X..

ARTICLE VII : OBLIGATIONS OF THE CONTRACTORS

VII.1/ Representative's commitments towards the principal

The representative agrees to:

- respect the confidentiality of sensitive information or classified as such by the principal. It is important for the principal to specify it when appropriate;
- make a large publication or advertising of products of the principal (in France and possibly abroad);
- inform the principal of any customer's relevant remarks or suggestions after a stay in his establishment for the service improvement..

VII.2/ Principal's commitments towards the representative

The principal accepts the terms of the general conditions available on the website www.eBizMed.com and undertakes to:

- offer products and / or services of good quality (reception, cleanliness of premises, etc.);
- ensure that the product presented to the customer at the time of his stay is as faithful as possible to the description made on site;
- check that the customer has paid the full amount of the booking at the time of his stay in its establishment and when appropriate, make him pay the balance of the amount remaining on the spot;
- take into consideration any relevant remark of the client in the direction of improving the quality of service.

ARTICLE VIII : IN CASE OF DISPUTE

In case of failure of commitments detrimental to the client, it will be indemnified by the defaulting party, only if the client has expressly made written complaints.

In case of disagreement between the principal and the representative, the both parties will try to find an amicable solution and in failure case, will decide to break this mandate without claim for compensation to the extent that no harm will have been found. It is sufficient that one of the contractors requests it, in compliance with the Article X.

ARTICLE IX : EN CAS DE DEFAILLANCE DU CLIENT

The conditions of cancellation of a booking or rental is defined in the general conditions on site which are accepted by the client before the validation of a booking.

When the client is out of these conditions, the cancellation clauses described in general conditions will be applied whereby the representative will repay to the principal the compensation due. For the hotel, this corresponds to a amount of one night of the booking.

ARTICLE IX bis : FINANCIAL GUARANTEE - PROFESSIONAL LIABILITY

The representative subscribes guarantee at CGAIM 89 rue La Boétie - 75008 PARIS,France. the principal is covered of a financial guarantee a amount of 120 000 euros, in addition to insurance covering risks of professional liability .

Funds held from various transactions arising under this mandate will be paid to the bank account opened on behalf of the company ELIT RIVIERA BUSINESS HSBC CIMIEZ 27 Avenue Flirey 06000 NICE, tel. 04 93 53 89 89.

ARTICLE X : BREACH OF TERMS

This mandate has duration of one year tacitly renewable. Except in case of a breach of the commitments of the contractors, this mandate may be terminated at the end of each term by the party who wishes it, by sending a form letter with acknowledgment receipt with a notice period of a month so as to let enough time to the representative to remove the products of the principal from the site.

In these circumstances, the principal agrees to honor all bookings placed by customers for stays in his establishment before the expiration date of the notice period for which the stay of the client goes beyond the effective date of termination, otherwise the principal risks to having to compensate all affected customers cause of his default.

Made aton.....20...

The Representative

Signature (with stamp)

The Principal

Signature (with your institution stamp)

Post-scriptum: not forget to join to the contract your bank account IBAN