

SERVICE PROVISION CONTRACT

(If a commercial lease or management mandate is signed with a company in the TERRESENS group)

« LE CAPRICE BLANC RESIDENCE »
FONTCOUVERTE-LA-TOUSSUIRE (73)

Between the undersigned

The company TERRESENS VACANCES, operating under the trade name MY SECOND HOME, a simplified joint stock company (S.A.S), with a capital of €750,000, whose registered office is located at 19, place Tolozan (69001) LYON, registered in the LYON Trade and Companies Register under number 813 168 887.

Represented by its Chairman, the company TERRESENS, a simplified joint stock company with a capital of €4,000,000, whose registered office is at 19, place Tolozan (69001) LYON, registered in the LYON Trade and Companies Register under number 501 580 211, itself represented by Mr Géraud CORNILLON, Chairman of the said company.

Hereinafter referred to as " THE PROVIDER"

AND

Mrs/Mr _____, born on
_____ at _____, of nationality
_____, living at _____.

Hereinafter referred to as "THE CLIENT".

On the other hand.

Hereinafter jointly referred to as "THE PARTIES"

THE FOLLOWING IS STATED

According to a deed received by Maître Laurent DELABROUHE, partner in the notary office SELAS AJLD - 180 CRS EMILE ZOLA - 69100 VILLEURBANNE, THE CUSTOMER has acquired a flat in the residential tourism condominium "LE CAPRICE BLANC" - located at Lieu-dit Champ l'Eriscal in FONTCOUVERTE-LA-TOUSSUIRE (73300) - intended for use as a tourism residence.

Within the framework of the management of his flat by commercial lease or a management mandate signed with a company of the TERRESENS group, the CLIENT wishes to call upon the know-how of TERRESENS VACANCES for the implementation of the following services.

IT HAS BEEN AGREED AS FOLLOWS

Article 1 - PURPOSE

This contract is a contract for provision of services with the purpose of performing various services on behalf of the CLIENT either through the PROVIDER's partners or directly by the latter.

Within this framework, THE CLIENT will be offered the services indicated below for the entire duration of the present contract.

THE CLIENT undertakes to choose, at the latest on the day of the deed of sale of its property, from among all the services listed below, those for which it wishes to call on the know-how of the PROVIDER or of one of the latter's partners with a view to their execution (boxes to be ticked):

It is specified that the CLIENT's assistance and coordination concerning the services listed below are included in each of the services ticked.

MISSION 1 - Accounting services

THE PROVIDER will put the CLIENT in contact with an accountancy firm offering to sign a tax kit allowing, in particular, the keeping of the accounts, the recovery of the VAT that has encumbered the acquisition, etc. (cf. mission letter of the tax kit). (cf. mission letter of the tax kit).

Price of the service 350€ EXCL. VAT / 420€
VAT INCLUDED *

MISSION 2 - Technical services to assist the CLIENT during the delivery of his property.

THE PROVIDER will put the CLIENT in contact with an independent company specialising in the building trade which, by means of a mandate signed by the CLIENT, will

- represent the CLIENT at the time of delivery of the property and thus see and visit the property, the subject of the present contract, in the company of the client's representative
- To express the usual reservations that should be lifted by the project owner before the final delivery of the lot or within the contractual timeframe,
- Sign the delivery report of the lot to be drawn up jointly with the project owner and accept the keys of the said lot as delivery.
- Follow up the procedure for lifting reservations
- Carry out a visit to ascertain the lifting of reservations relating to the lot at the request of the CLIENT if the latter considers that the reservations have been lifted by the project owner.

It is understood that the CLIENT may be present at the side of the aforementioned Agent company during the taking of delivery of the property, even if a mandate has been signed for this mission. It is specified that the taking of delivery is independent of the making available of the property to the Operator or its Agent, which must be carried out by the CLIENT or its representative.

Price of the service 650€ EXCL. VAT / 780€
VAT INCLUDED *

- **MISSION 3 - The technical services of assisting the CLIENT during the delivery of the furniture** furnishing the property, by means of a mandate to take delivery, specifying that this delivery will be carried out either by the PROVIDER itself, or by a company independent of the PROVIDER.

In this respect, the PROVIDER or the independent company will in particular be responsible for:

- taking delivery of the furniture and equipment by signing an inventory of fixtures and making the usual reservations with the furnishing company
- ensuring that any reservations within the furniture are lifted, etc.

It is understood that the CLIENT may be present with the AUTHORISED AGENT at the time of taking delivery of the property, even if a mandate has been signed for this mission.

Price of the service 500€ EXCL. VAT / 600€
VAT INCLUDED *

- **MISSION 4 - The administrative services of assistance in taking out the contracts necessary** for the operation of the flat, which is the subject of the present document, with the various services including, in particular, contracts for the supply of electricity, water, internet and insurance (these missions will be carried out either by the PROVIDER) or by a company independent of the PROVIDER.

Price of the service 400€ EXCL. VAT / 480€
VAT INCLUDED *

(*) THE CLIENT retains the choice of carrying out its services itself or through a service provider of its choice.

However, the CLIENT's attention is drawn to the fact that no lease will be effective unless these services are provided.

Finally, the CLIENT confirms that it does not wish the following missions to be entrusted to the PROVIDER TERRESENS VACANCES
(Write the numbers of the missions not entrusted to TERRESENS VACANCES)

Article 2 – PRICE

The services ticked by the CLIENT as defined in article 1 above are for a total amount of _____€ EXCL. VAT soit _____€
VAT INCLUDED.

Article 3 – EFFECTIVE DATE AND DURATION

The contract is for a period between the date of signature of the present document and the effective date of the commercial lease or the management mandate or the opening of the residence without the possibility of annual termination, except in the case of serious misconduct on the part of each of the PARTIES, subject to a notice period of one month.

Article 4 – OBLIGATIONS OF THE PARTIES

4.1 OBLIGATIONS OF THE PROVIDER

The PROVIDER undertakes to do its utmost to carry out the missions indicated in article 1 (obligation of means) and to inform the CLIENT of the impossibility of carrying out one of its personalised requests as soon as possible.

For the accomplishment of the diligence and services provided for in article 1 above, the PROVIDER undertakes to give its best care. It will consider as strictly confidential, and will refrain from disclosing any information, documents and data, which it may have knowledge of in the course of this contract. For the application of this clause, the PROVIDER is responsible for its employees as for itself.

The PROVIDER, however, shall not be held liable for any disclosure if the items disclosed were in the public domain at the date of disclosure, or if it had knowledge of them, or obtained them from third parties by legitimate means.

Furthermore, THE PROVIDER undertakes not to make any use, on its own behalf or on behalf of a third party, directly or indirectly, of the confidential information, for purposes other than those resulting from the performance of this contract.

4.2 OBLIGATIONS OF THE CLIENT

The CLIENT undertakes to communicate to the PROVIDER all the elements necessary for the proper performance of the missions indicated in article 1 and, if the PROVIDER deems it necessary, any document of an administrative, legal, financial or other nature necessary for the performance of its services.

Article 5 – ENTITLED PERSON

The Parties agree that the rights and obligations arising from this contract shall be binding upon and inure to the benefit of their successors and assigns.

Article 6 – ELECTION OF DOMICILE

For the performance of these presents and their continuation, the Parties elect domicile:
-The PROVIDER at its registered office designated at the head of this document;
-The CLIENT at its domicile designated at the head of these presents.

Article 7 – APPLICABLE LAW AND JURISDICTION

This contract is subject to French law.

Any possible dispute that may arise in connection with the conclusion, performance or interpretation of the present contract shall be submitted to the appreciation of the defendant's court in accordance with the provisions of Article 42 of the Code of Civil Procedure.

However, before referring the matter to the said Court, the Parties shall meet to try to find an amicable solution to their dispute.

Signed in

On

In 2 copies

THE PROVIDER

Mr Géraud CORNILLON

Read and approved

THE CLIENT

Mrs/Mr

Read and approved