

GENERAL BOOKING CONDITIONS

General rules and regulations of rental to be approved before sending a Booking Request

1) Re:

CDL SWISS Sagl offers brokerage and promotion services for property sales and rental, including market research, feasibility studies and opinion polls, and in reality promotes and closes rental deals for luxury villas and timeshares on behalf of the owners of said properties.

The following general rental rules, together with the regulations laid out in the booking request, booking confirmation and House Rules, regulate the contractual relationship entered into with CDL SWISS Sagl and the client for the provision of the services in question.

2) Booking method

Bookings can be made online following instructions on com.wevillas.www, in an authorized travel agency or by contacting the offices at +41/91/831/13/37.

A booking request will be valid for 48 hours, and will be considered valid from the payment of 30% of the overall price of the rental as deposit (not refundable). This sum will be held by CDL SWISS Sagl and forfeited in case of withdrawal on the part of the client, as regulated below in art.5. Receipt of payment must be sent to CDL SWISS Sagl via e-mail to: info@wevillas.com The booking request will be complete once the full payment has been received within 70 days from the start of the rental agreement. For bookings requested after 70 days from the start of the rental agreement, the client must pay the entire amount due by the first business day after the booking request and send a receipt of payment as described above. CDL SWISS Sagl will give the client confirmation of any payment received.

By sending to CDL SWISS Sagl the booking request enclosed at the end of this document, the client declares that they have read, understood and approved all the general rental rules contained herein and commit to observing them for the entire duration of the contract.

3) Effective date and duration of the contract

Once the validity of the booking has been verified, CDL SWISS Sagl will send the client a booking confirmation; the contract between CDL SWISS Sagl and the client is concluded and is effective from the day it was sent and will be terminated at the end of the lease when the property is handed over.

4) Termination of the booking and changes

The booking must be made in the name of the client. The transfer of the booking to third parties must be authorised in writing by CDL SWISS Sagl. If the transfer is authorised, the grantor will be obligated, together with the transferee, to observe the contractual obligations, including payment, that are accepted when the booking request is sent. The client cannot modify the choices made in the booking request. Variations in booking conditions regarding the choice of the property and/or the lease period, on the part of the client constitutes withdrawal from the contract, regulated by the conditions laid out in point 5). Requests for changes in the booking conditions must be sent in writing to CDL SWISS Sagl, which will by no means be obligated to observe them; if the change can be made, a new booking request will be made, and the previous request will be cancelled.

5) Withdrawal by the client

The following circumstances represent withdrawal from the contract:

- cancellation of the booking for any reason;
- failure on the client's part to arrive at the leased property within 48 hours from the established start of the lease, without prior written warning of the delay to the CDL SWISS Sagl or ;
- the client's departure prior to the end of the lease;

- a variation in the booking conditions requested by the client and regarding the property in lease and/or the rental period, as outlined in art. 4).

Cancellation of the booking by the client will entitle CDL SWISS Sagl to retain the following amounts as forfeit:

- 30% of the established price (not refundable deposit);
- 100% of the established price if the cancellation was communicated to CDL SWISS Sagl after the 69th day before the start of the lease.

No reimbursement is owed to the client if they fail to arrive at the property within 48 hours from the start of the lease, without prior written notification of delay, and in the event of early departure.

6) Changes or cancellation by the owner or CDL SWISS Sagl

If the property chosen and reserved by the client is unavailable due to acts of God that cannot be attributed to CDL SWISS Sagl, the latter will be obligated to offer the client a lease for another identical, equivalent or better property, in terms of features and services offered, than the one chosen and reserved by the client, at the same price. Acts of God are all those extraordinary events that cannot be predicted or prevented by exercising ordinary diligence and in any case include: wars, conflicts, natural disasters, terrorist activities, sabotages. Acceptance on the part of the client of another property constitutes a new booking and the amount paid for the cancelled booking will be used as credit for the new booking. In this case the client cannot demand any kind of reimbursement or damages from CDL SWISS Sagl. If it is not possible to offer an alternative to the client, or if the client declines the offer, CDL SWISS Sagl will refund the client the amount paid for the cancelled booking, rescinding the obligations taken on with the client, who may not demand other refunds or damages of any kind.

7) Deposit

The total of the deposit, which does not accrue interest, indicated in the listing for each property, must be paid by the client to the owner upon arrival, unless prior written agreement has been made. The deposit will be refunded to the client upon return of the keys at check-out, after assessing that the property has been returned properly. Should it not be possible to return the deposit immediately, it will be refunded as agreed upon with the client.

The client for whom the booking has been made is also liable for all the persons in his or her group, towards the owner for the upkeep of and respect for the rental. In the event of damage or faults caused by the client to the property, accessory equipment and systems, as well as damages to or theft of furniture, linen and utensils, the cost will be taken from the deposit, and the owner has the right to demand a refund for greater damages. The client expressly declares that they will exempt CDL SWISS Sagl from any request for compensation relating, for any reason, to services rendered by providers of services and/or third parties offered by CDL SWISS Sagl in accordance with this contract and/or offered by CDL SWISS Sagl on request from the client (for example: driver, cook, baby sitter, etc.). CDL SWISS Sagl reserves the right to remove from the property anyone who behaves in a manner that is not in accordance with common decency.

8) Leasing voucher

The leasing voucher is issued within thirty days before the start of the lease through payment of the entire price of the lease. It contains directions to the property, with the owner's or delegated person's contact details or the person and any other useful emergency numbers. The voucher is only valid for the title holder and cannot be transferred without prior authorization from CDL SWISS Sagl.

9) Arrival and departure

The Customer is required to arrive within the arrival times specified in the Lease Voucher. Any delays shall be notified by using the details set out in it. Upon arrival, customers are required to present the Voucher Lease, their own proof of identity and tax code as well as those of the other people in their group, also in

order to fulfill all the requirements in terms of declarations, notifications and information provided by the law and by any local regulations.

The owner retains the right to refuse access to the property to anyone who fails to present valid documents, when the details of the guests do not correspond with those on the leasing voucher, if there are more people than allowed, or if the deposit has not been paid.

When the client is handed the keys to the property, he or she becomes the guardian of the leased property and of everything contained inside it, to the full effect of the law.

Upon departure, the client must leave the property, accessory equipment and anything else located in the property in good working order, and the deposit will be refunded upon return of the keys and check-out.

10) Extended stay

The client cannot under any circumstances extend their stay beyond the established deadline, without written consent from CDL SWISS Sagl. In the event of an extended stay agreed upon with CDL SWISS Sagl, the client must pay the amount due to CDL SWISS Sagl immediately, as indicated by the latter upon acceptance of the payment.

In the event of an unauthorized extension of stay, even by one day, and anyway in all cases in which the extension prevents and/or delays the stay of third parties, the owner will have the right to withhold the entire deposit and the client will be liable towards CDL SWISS Sagl for paying an amount equal to double the rental fee, in proportion to the number of extra days, as well as compensation for damages.

11) Number of people

1. The only persons allowed to stay on the property are those indicated in the leasing voucher, and the number of persons must not exceed the number of available beds indicated in the property profile. Exceeding the number of persons allowed is breach of contract and the amount paid by the client will be withheld as a fine, unless further damages are due.
2. "Stay", under Art. 11, sentence 2, *supra*, shall mean one's remaining, for a certain period of time, in a location other than one's usual place of residence, and in this case the property subject to the contract. In other words, other live-in guests shall not be allowed; however those persons identified in the Voucher may host third parties, on a non-routine basis, when authorised pursuant to a written agreement with the CDL and with Ownership, for brief periods of time (which shall not, cumulatively, exceed 20% of the overall contract term, and regardless no more than one day during any seven-day week, at their full and unconditional liability, and moreover without exceeding the limit of sleeping spaces), , provided that such action does not violate any public or private law, provided it does not infringe upon any third-party right, and provided it is not intended to tarnish ownership's good name and reputation. To the extent the customer intends to host any third party for any longer period of time, and provided such hospitality does not exceed the maximum number of sleeping spaces, and does not violate the provisions of Art. 11.2, *supra*, the customer shall submit a request to CDL SWISS SAGL and to ownership immediately. The request shall include the identifiers for the guest, for whom the customer shall, nevertheless, remain fully liable. Should the request be granted, the customer shall be charged for the extra person. The fee shall be calculated based on the rates posted at the moment the booking is made, along with any local taxes, as well as an administrative fee to field and process the request.

In all the foregoing cases, and moreover where persons not identified on the Voucher are found onsite, the customer may only proceed with written consent by both CDL SWISS SAGL and ownership, who need not provide any reason for refusing such request.

3. Upon express agreement by ownership and CDL SWISS SAGL, certain third-party service providers and/or customer staff (cleaning, cooking, and wait staff, security, chauffeurs, etc.) are admitted provided their presence does not violate any rules or regulations for the property, nor any contract provision. Moreover, any service personnel allowed pursuant to the instant article shall carry out their duties at the sole risk and

expense of the customer, who shall further ascertain that such service personnel hold all required permits to render such service, and are duly covered by a suitable, valid insurance policy. Neither Ownership nor CDL SWISS SAGL shall be liable for property damage or personal injury caused by such service personnel. The Customer shall be jointly liable, along with such service personnel, as against ownership for any and all damage to the Property caused by such service personnel.

4. Regardless, the customer shall be required to hold the ownership and CDL SWISS SAGL, its corporate bodies, directors, associates, and agents, harmless from and against any and all claims or prejudice inherent to, arising from, or relating to those persons permitted pursuant to the terms of the instant article. For all other matters, the terms of Art. 7, *supra*, shall apply.
5. Any breach of the present article shall give rise to the right, although not the duty, of ownership to terminate the contract immediately, and to demand the premises be vacated immediately, which must take place within four (4) hours of notice of the same. Any failure on the part of ownership to exercise such right shall not constitute a waiver of the same. The total contract price shall become immediately due and payable (provided it has not already been fully paid). The customer shall have no right to reimbursement, allowance, or compensation for any alleged claim or injury due to the early termination of the contract. Anything previously paid by the customer shall be understood as fully accrued by ownership, which further reserves the right to assert any and all claims arising from such anticipatory termination

12) Minors and children

The client is responsible for the safety of any minors and children, especially for the use of equipment serving the property and electrical appliances. Should any child need a cot or a high chair or any other accessories provided by the property, the client is informed that such accessories might not comply with current safety regulations, and thereby assumes any and all risk connected to their use, excluding any liability on the part of the owner and CDL SWISS Sagl.

13) Pets

Pets are not allowed on the rented property, unless prior written consent is given.

14) Swimming pools and equipment

The use of the swimming pool and accessories (showers, deckchairs, sun beds, laundry, etc.) is regulated by the regulations contained in the House Rules; the client named in the contract must make sure that everybody in his or her group, and anybody else invited to use them, make correct and proper use of the swimming pool and the equipment connected to the property, exempting CDL SWISS Sagl and the owner of the property of any liability for injuries to persons or damages to things caused by an incorrect use of said systems and equipment.

15) Complaints

CDL SWISS Sagl checks that the properties, equipment and services included in the leasing price correspond to those indicated in the offer to the client. CDL SWISS Sagl declines any liability for any changes to the properties and equipment or to services included in the rental price, which might be introduced by the owner without advance warning. If during the client's stay faults to the system occur, or if minor maintenance and repair work is necessary, the client must promptly notify the owner, who will perform repairs as soon as possible, depending on the availability of necessary materials and staff. If, due to exceptional circumstances (e.g. serious faults with the heating system or a breakage in the water pipes that is not easy or quick to repair), the property is no longer fit for lease, CDL SWISS Sagl can offer a replacement property with comparable features. If no alternative property is available, or if the client refuses the replacement, CDL SWISS Sagl will refund the client the amount of the price of the rental in proportion to the number of days during which the client is not staying at the property, without the client being able to demand compensation for any kind of damage. In any case complaints must be made immediately or at the latest within 48 hours

from the occurrence of the event, to CDL SWISS Sagl, otherwise, and if the client leaves the property of their own free will, they lose the right to any compensation. Complaints sent after departure are not acceptable.

16) Indemnification

CDL SWISS Sagl will in no way be held liable for accidents or injuries of any nature that happen to the client, members of the client's group or other guests during their stay, or for theft or loss of personal items or damages to persons or things that might happen to the aforementioned persons during their stay. CDL SWISS Sagl is exempt from all liability in reference to the safekeeping of personal effects of people staying in the property, which are the responsibility of the respective owners.

The Customer acknowledges that any matters not specifically governed by this Agreement shall be governed by the law provisions in force in the place where the property being the subject-matter of the lease is located and that the lease agreement shall thus be established only between the customer and the property. Therefore CDL SWISS Sagl shall not be held responsible or liable for any infringements, claims, demands or actions that may intervene between the Customer and the owner of the leased property under or by virtue of the lease agreement. .

17) Advertising

CDL SWISS Sagl takes the utmost care to ensure that the advertising information broadcast online and in brochures, newspapers, magazines, etc. is correct and truthful and changes and updates it so that it always reflects the actual state of the property and sufficiently describe the offered product.

Advertising information does not constitute a leasing offer or a contractual condition established between CDL SWISS Sagl and the client.

By accepting these conditions, the client considers the leased property suited to the established use, to their satisfaction and corresponding to the advertisement.

CDL SWISS Sagl cannot therefore be held liable for any cause and/or reason that depends on the features of the property and/or advertised services.

18) Access

The client must grant access to the property to the owner, the Administrator and their staff should they so require.

19) Applicable law, court having jurisdiction and safeguard clause

This Agreement shall be governed exclusively by the Swiss law, without prejudice to any applicable international private law provisions and international agreements in force and subject to any mandatory provisions to the contrary. The sole place of jurisdiction for all and any disputes arising out of this Agreement shall be the District Court of Moesa. In the event of one or more clauses contained in this Agreement being invalid, whether in all or in part, all the remaining clauses of the Agreement shall remain valid, effective and binding on the Parties.

20) Interpretation of the text

This contract is drafted in Italian and English. In the event of any difficulties in interpretation, the parties establish that the text in Italian will be considered authentic.

21) Privacy Regulation, Italian Legislative Decree. 196.03

The client authorises CDL SWISS Sagl to communicate to third parties their personal details regarding the relationship bound by this contract. CDL SWISS Sagl informs the client that their personal details will be used in accordance with current laws in Switzerland. The customer herewith authorises CLD SWISS Sagl to



disclose his/her personal data to third parties during the course of performance hereunder. CDL SWISS Sagl advises the customer that his/her personal data shall be used in accordance with applicable Swiss law. If necessary, the customer shall further warrant he/she has been expressly authorised by those third parties whose data he/she has provided as required to set-up the instant contract to submit, to Ownership and to CDL SWISS SAGL (and to their respective associates) such data for those purposes required under the instant contract.

The Customer hereby expressly declares and represents that he/she has carefully read each of the clauses contained in these Conditions and that he/she accepts and approves them without reservation.

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Signature
