

## HOTEL-LEVEL INTERMEDIARY AGREEMENT

("Agreement")

<b>COMPANY NAME:</b> <b>World Avenues</b> (references to "Company" or "you" or "your" throughout the Agreement refer to company listed directly above)  14, Rue Ferrier 1202 Geneva Switzerland	<b>HOTEL NAME/HOTEL ENTITY NAME:</b>  <b>Société d'Exploitation Hôtelière du Palais SA d.b.a. Hilton Strasbourg</b>  (references to "Hotel", "us", "we" or "our" throughout the Agreement refer to the entity listed directly above)  1, avenue Herrenscheidt 67000 Strasbourg France
<b>COMPANY CONTACT</b>  <b>Name: Mariam Hesham</b> <b>Title: Contracting Agent</b> <b>E: contracting1@world-avenues.ch</b> <b>T: +202 27296770</b>	<b>HOTEL CONTACT</b>  <b>Name: Mauricette Faffa</b> <b>Title: Director of Sales &amp; Marketing</b> <b>E: mauricette.faffa@hiltonstrasbourg.com</b> <b>T : 0033 3 88 37 41 24</b>

EFFECTIVE DATE OF AGREEMENT : From August 10st 2017 to October 31st 2018 inclusive of dates

## Room Rates

FIT FLEXIBLE RATES 2017-2018 (August 10 <sup>th</sup> 2017 to October 31st 2018)			
FLEXIBLE RATES	Below rates are "net" inclusive of services and VAT * Room rates include American Breakfast Buffet served at the Restaurant **		
SEASONS		Single Guestroom	Double Guestroom
05/08/17 - 03/09/17 (incl.)	All days	82,00 €	92,00 €
04/09/17 - 31/10/17 (incl.)	All days	99,00 €	109,00 €
01/11/17 - 30/11/17 (incl.)	All days	101,00 €	111,00 €
01/12/17 - 31/12/17 (incl.)	Week days	129,00 €	139,00 €
01/12/17 - 31/12/17 (incl.)	Weekend days (F,S,S) MLOS 2 (except we 22-24 December 2017)	169,00 €	179,00 €
01/01/18 - 30/04/18 (incl.)	All days	84,00 €	94,00 €
01/05/18 - 05/07/18 (incl.)	All days	101,00 €	111,00 €
06/07/18 - 02/09/18 (incl.)	All days	84,00 €	94,00 €
03/09/18 - 31/10/18 (incl.)	All days	101,00 €	111,00 €
12 September 2017, 3rd October 2017, 24th October 2017 13 <sup>th</sup> & 14 <sup>th</sup> November 2017, 11 <sup>th</sup> & 12 <sup>th</sup> December 2017	<b>FAIR DATES</b> Mondays & Tuesdays of Parliamentary sessions	170,00 €	180,00 €

FIT NON REFUNDABLE RATES 2017-2018 (August 10 <sup>th</sup> 2017 to October 31st 2018)			
Advance Purchase RATES NC/NR - 14 DAYS LEAD TIME		Below rates are "net" inclusive of services and VAT * Room rates include American Breakfast Buffet served at the Restaurant **	
SEASONS		Single Guestroom	Double Guestroom
05/08/17 - 03/09/17 (incl.)	All days	69,70 €	78,20 €
04/09/17 - 31/10/17 (incl.)	All days	84,15 €	92,65 €
01/11/17 - 30/11/17 (incl.)	All days	85,85 €	94,35 €
01/12/17 - 31/12/17 (incl.)	Week days	109,65 €	118,15 €
01/12/17 - 31/12/17 (incl.)	Weekend days (F,S,S) MLDS 2 (except we 22- 24 December 2017)	143,65 €	152,15 €
01/01/18 - 30/04/18 (incl.)	All days	71,40 €	79,90 €
01/05/18 - 05/07/18 (incl.)	All days	85,85 €	94,35 €
06/07/18 - 02/09/18 (incl.)	All days	71,40 €	79,90 €
03/09/18 - 31/10/18 (incl.)	All days	85,85 €	94,35 €
12 September 2017, 3rd October 2017, 24th October 2017			
13 <sup>th</sup> & 14 <sup>th</sup> November 2017, 11 <sup>th</sup> & 12 <sup>th</sup> December 2017			
15th & 16th January 2018, 5th & 6 February 2018, 12th & 13th March 2018, 16th & 17th April 2018, 28th & 29th May 2018, 11th & 12th June 2018, 2 <sup>nd</sup> & 3rd July 2018, 10th & 11th September 2018, 1st & 2 <sup>nd</sup> October 2018, 22nd & 23rd October 2018			
	<b>FAIR DATES</b> Mondays & Tuesdays of Parliamentary sessions	144,50 €	153,00 €

City tax: 2.45€ per person per night

For room service: Full price of breakfast at 25€ + 6€ tray charge will be extra costs and charged to guest upon departure

Triple occupancy: Double occupancy +20€

Room type supplement: Executive room +50€ with Club Lounge access per room per night

Hotel Child Policy: The room is complimentary for one child (-12 year old), who is sharing with parents. However breakfast charges apply for any child aged twelve and above with payment upon departure.

The Hotel's child policy applies with regard to free accommodation and meals.

Hotel currency : EUR

The above rates are net non-commissionable and are quoted exclusive of city taxes, currently 2.45€ per person per night and subject to change without notice. Hotel reserves the right to change the rates in case of changes in applicable government taxes, fees or assessments.

#### RESERVATIONS CONDITIONS:

For reservations, you must fax or email requests to 0033 3 88 25 55 03 / [reservation@hiltonstrasbourg.com](mailto:reservation@hiltonstrasbourg.com) at least 1 days in advance prior the Arrival date. For inquiries, please feel free to contact Reservations at 0033 3 88 37 41 21.

**For flexible rate:** Reservations are made on a free sale basis with a D-1 release (EOP day: 6 PM local time) unless written notification has been received to close out any specific dates. All reservations should be made to the hotel and confirmed in writing.

**For Advance Purchase rate:** Reservations are made on a free sale basis with a D-14 release (EOP day: 6 PM local time) unless written notification has been received to close out any specific dates. All reservations should be made to the hotel and confirmed in writing.

Rates are valid for a maximum of 9 rooms.

If the Company is interested in discussing group rates (any booking of more than 9 rooms) please call the Hotel at the contact number given above. This Agreement does not cover other negotiated or corporate rates. Also, static rates (not directly connected) may never be sold online.

This Agreement is subject to all the terms and conditions set forth on the following pages entitled "FIT Allotment and Rate Agreement Terms and Conditions." This Agreement and the terms and conditions on the next pages constitutes the entire agreement between you and the Hotel and may not be amended or changed unless done so in writing and signed by you and the Hotel. The parties agree that for purposes of this Agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by email with a scanned document with signature attached or facsimile transmission will be considered as enforceable and valid as an original signature by the party signing. For the avoidance of doubt, emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this Agreement. The persons signing below agree that they are authorized representatives of the above indicated company and Hotel who have authority to enter into this Agreement. This Agreement will not be valid and enforceable until a signed copy is returned to the Hotel by 5<sup>th</sup> August 2017.

**ACCEPTED AND AGREED TO:**

By: World Avenues S.A.  
[sign here]  
Name: Mariam Hesham  
Title: Contracting Agencies  
Date: 07.08.2017



WORLD AVENUES  
14, rue Ferrier, CH- 1202 Geneva, Switzerland  
Tel : +41 22 906 94 00 Fax : +41 22 906 94 10  
www.world-avenues.ch

*Mariam H.*

**Société d'Exploitation Hôtelière du Palais SA currently trading as Hilton Strasbourg**

By: 20  
[sign here]  
Name: Jean-Philippe Hubau  
Title: General Manager  
Date:

Billing Contact:  
Name : Betty Teboul  
Tel: 0033 3 88 37 41 91  
Fax: 0033 3 88 37 41 43  
Email: [betty.teboul@hiltonstrasbourg.com](mailto:betty.teboul@hiltonstrasbourg.com)

Reservations:  
Tél : 0033 3 88 37 41 21  
Fax : 0033 3 88 25 5503  
Mail: [reservation@hiltonstrasbourg.com](mailto:reservation@hiltonstrasbourg.com)

# F.I.T. ALLOTMENT AND RATE AGREEMENT TERMS AND CONDITIONS

## DEFINITIONS USED IN THESE TERMS AND CONDITIONS:

Hilton means Hilton Worldwide, Inc.

Hotel, we, our or us means the legal entity that owns the Hotel, as set forth in the Agreement.

**EARLY DEPARTURE FEE:** If a guest checks out prior to the guest's reserved checkout date, the Hotel will add an early checkout fee to that guest's individual account. Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay. The current early departure fee is equal to one room night.

**CANCELLATION POLICY:** For Flexible rate: Individual cancellations must be received by 24 hours prior to scheduled check-in time to avoid a charge of one night's room and tax. Cancellations received after this time will incur a charge in the amount of one night's room and tax. Company will be assessed this charge through either a deduction from the prepayment or direct billing to your account, whichever applies.

For Advance Purchase Rate: Reservation is not changeable non refundable.

During Parliamentary sessions, cancellation policy must be 3 days prior to arrival

No-shows: 1<sup>st</sup> night of the stay will be invoiced

**CHECK-IN/CHECK-OUT TIMES:** Our check-in time is 2 pm, checkout time is noon. All times are local Hotel times. All guests arriving before Hotel's check-in time will be accommodated as rooms become available.

## MUTUAL RESPONSIBILITY REGARDING ACCURACY AND COMMUNICATION OF HOTEL PRODUCT INFORMATION:

Hotel agrees to maintain accurate and up-to-date information about the Hotel products submitted to the Company including:

- ❖ Package rates (including applicable taxes);
- ❖ Applicable booking conditions;
- ❖ Cancellation policy;
- ❖ Hotel facilities, touring, transfers, vans, cars and all other operational information; and
- ❖ Anything that affects or will affect the Hotel product in any material way that could be an inconvenience to customers or cause confusion by customers. Examples of this are (without limitation) closure of fitness centre, sauna, restaurants or other guest facilities and refurbishment or renovations on or near the Hotel.

You acknowledge and agree that you will effectively and promptly advise prospective guests of the following:

- ❖ Guests must check with the Hotel's Front Desk to make certain all incidentals are paid for prior to departure.
- ❖ The guest room must be vacated no later than noon on the relevant date of the guest's departure, or such later time as we may establish. Failure by the guest to vacate may incur a late departure charge equal to one room night being applied to the guest's account, which must be settled by the guest on their departure.
- ❖ All reasonable material information relating to their stay at our Hotel. Such information shall include but not be limited to information about any facilities at the Hotel being unavailable, that building, refurbishment or repair work is taking place at, or near the Hotel, or that other reasons exist why their stay at the Hotel may not be as they anticipated.
- ❖ Hotel and Hilton reserve the right to refuse entry to, and remove any guest from, our Hotel and accommodation at our Hotel if any of our authorized employees considers, in his or her reasonable opinion, that the guest is under the influence of drink or drugs, is unsuitably dressed or is behaving in a threatening, abusive or otherwise unacceptable manner.

**PAYMENT POLICY:** Unless you have received notification in writing from the Hotel that your credit has been approved, all reservations must be paid in full 1 day prior to the guest's arrival. If full payment is not received as required, the guest will be required to make a new reservation at the prevailing rate upon arrival at the Hotel.

If your credit has been approved in writing by the Hotel or Hilton, the Hotel will be pleased to extend thirty 30 day credit privileges to you for room and tax. All invoices are due and payable upon receipt and payment must be received at the Hotel no later than thirty 30 days after receipt of invoice. As from 1st January 2015 in case of failure to pay within the period of time mentioned above, any [Corporate debtor] will owe us as of right and without being given any prior notice a lump sum of €40 (not subject to VAT) towards our costs to recover the sums due per invoice not paid on its due date (Section D. 441-5 of the Commercial code). Should the said costs turn out to be actually higher than the said lump sum amount, we can ask for an additional amount provided we can provide justifying documentation to that effect. The Hotel reserves the right to review your credit periodically and to require pre-payment at any time, in our reasonable discretion, should your credit status change in any manner. You expressly consent to the Hotel conducting any such periodic credit checks.

**RATES VALID FOR PACKAGED TRAVEL ONLY:** All rates quoted herein are applicable to: (1) FIT Package Tours; (2) FIT Tour Programs. The rates quoted in this Agreement are only for the sale of packaged, individual rates by the wholesaler or tour operator. Static rates (not directly connected) may not be used online. The guest may request additional nights to be added to the guest's package, which may be offered by us to the guest in our discretion at then-available rates.

You and your approved distributors may not offer these package rates as room-only inventory in any manner (e.g., room tax and/or fees listed separately). The prices for each of the package components (such as hotel room, airfare and/or car rental) shall not be itemized for, disclosed to or discernible by the consumer at any time (including but not limited to billing statements) and you must not provide functionality that would permit consumers to strip the package down to view hotel room rates separately at any time. We have the right of prior approval for all elements of packages in order to ensure the accuracy of material details and maintenance of the highest level of quality relating to our rooms.

To that end, you agree that: (i) the price of the Hotel rooms will not be visible to the end customer; (ii) the total value of the package is substantially greater than the room only component; (iii) the end customer is not able to purchase the Hotel room without purchasing all the travel elements of the package; and (iv) the Hotel rooms are not packaged with inappropriate items (e.g., city transport card, airport transfer, museum ticket, etc.). If the Hotel becomes aware of any violation of this section, the Hotel may immediately terminate this Agreement without incurring any liability to you for contracted rooms or rates. Furthermore, you agree to indemnify Hotel for any loss or damage arising from your breach of this Section.

You acknowledge and agree that this Agreement does not otherwise permit you to sell or re-sell any rooms in Hilton hotels in any way, or to display any other information about Hilton or its owned, managed, leased, licensed and/or franchised hotels, including without limitation room prices or terms of distribution. You understand and agree that with respect to any allotment, you would be assisting us by helping us to sell the allotment of rooms that we make available to you and only in the manner described in this Agreement. For clarity, you have no risk of inventory loss if rooms within the allotment are not consumed and paid for by guests booking through your services. You and your approved distributors are not authorized to release these package rates to any other individual or entity, including but not limited to, internet booking/electronic distribution systems. The FIT rates and this Agreement are non-transferable and non-assignable.

**HILTON INTELLECTUAL PROPERTY; BROCHURE:** You hereby covenant and agree not to use Hilton names, or any variation thereof, or the names "Hilton", "Hilton Hotels & Resorts", "Conrad Hotels & Resorts", "Waldorf Astoria Hotels & Resorts", "Embassy Suites", "Embassy Suites by Hilton", "DoubleTree by Hilton", "Hilton Garden Inn", "Hampton Inn", "Hampton Inn & Suites", "Hampton by Hilton", "Hampton Inn by Hilton", "Hampton Inn & Suites by Hilton", "Home2 Suites by Hilton", "Homewood Suites by Hilton", or "Hilton Grand Vacations" or the stylized "H" or other logotypes, trademarks, service marks, trade names or other "Hilton Intellectual Property" (defined below) now or hereafter used by Hilton or its affiliates, subsidiaries, hotels or their owners, and shall not use any "metatags", "scumware", "spyware", search word preference or any other service that results in you being referenced in regard to Internet searches for such marks, attracts Internet users to its web sites, call centers or other services, or otherwise use any such marks, directly or indirectly, in any way in connection with any of your business or operations, without the prior written approval of Hilton (except those items set forth in this Agreement that have been pre-approved by the Hotel to be used as creative by you, for which written approval is not required) and, in the event of such approval, only in the manner and at such times as shall be prescribed in such approval. You shall not modify any such approved Hilton materials or other Hilton Intellectual Property in any way. You shall not utilize or distribute software downloads that potentially enable diversions of payments from other third-party intermediaries that provide similar services. You shall not, without our prior written express consent, use any e-mail or search engine marketing to promote Hilton, the Hotel or your rights hereunder.

You shall not claim to be Hilton or the Hotel in any pay-for-placement and other search engines. You agree to comply with the requirements of the CAN-SPAM, EU Data Protection Act of 2003 and other similar legislation in your distribution of email that contains messaging regarding this Agreement, Hilton or the Hotel.

Subject to the foregoing, the Hotel hereby gives you the right, solely for the purposes of marketing and obtaining reservations for our Hotel under this Agreement, to use our Hotel name, subject to our right to refuse particular uses at any time and from time to time, including without limitation, approval of any and all advertising referencing such marks. We will provide you our Hotel name or logo and applicable photos of the Hotel for inclusion in your tour brochure or voucher. You may not make any alterations to the Hilton logo, or our Hotel's name, logo or our Hotel photos or use them in any manner or in any materials other than your tour brochure and vouchers without our prior written approval. As part of your Agreement, upon request you must send to us two (2) copies of your printed brochure/voucher for our files.



Except as set forth in this Agreement, you shall have no rights of any kind with regards to Hilton.com, Hilton's services, Hilton images, messages, codes, trade names and trademarks, and all other Hilton intellectual property (the "Hilton Intellectual Property"). You agree to observe Hilton's exclusive rights as to the Hilton Intellectual Property within all pay-for-placement and other search engines.

We may terminate the Agreement and you shall forfeit any pending compensation if you are utilizing or distributing software downloads that potentially enable diversions of compensation from other third-party intermediaries providing similar services.

If you violate any of the terms of this section, we may terminate this Agreement in accordance with the termination provisions herein below and reserve the right to charge back, and/or disallow any and all compensation.

**UNAVAILABILITY OF ROOMS:** On occasions due to unanticipated circumstances, the Hotel may not have rooms available for all guests with a confirmed reservation that wish to check-in on a particular night. While the Hotel will use reasonable efforts to avoid such situation impacting Company, in the event any guest with a confirmed reservation cannot be accommodated by the Hotel, the Hotel will provide the following:

- Accommodation paid by the Hotel at a comparable hotel as close as possible for the first night the guest is displaced from the Hotel.
- One complimentary round trip ground transportation between the Hotel and the alternate hotel.
- The Hotel will make necessary arrangements for the displaced guest's telephone messages and mail to ensure that they are properly forwarded.
- Company will receive credit for any guests displaced toward its Annual Room Night Production numbers for purposes of this Agreement.
- If a room becomes available at the Hotel for the displaced guest and the guest elects not to return to the Hotel, the Hotel will have no further obligations under this clause.

**INDEMNIFICATION:** To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hilton, and each of their owners, partners, subsidiaries, affiliates, franchisees, and each of such persons' or entities' officers, directors, agents, contractors, subcontractors, and employees (collectively referred to as the "Indemnitees"), against and from any and all third party claims, liabilities, damages, fines, penalties or costs of whatsoever nature (including reasonable attorney's fees) ("Claims"), arising out of or in any way connected with this Agreement, but only to the extent caused by: (i) a violation or breach of any of the terms or conditions of this Agreement by you or your distributors or subcontractors; or (ii) the services provided by you or any of your distributors or subcontractors hereunder, or any related act or failure to act by you or your distributors or subcontractors. Nothing in this section shall require you to indemnify the Indemnitees from that portion of any Claim that has been caused by the negligence or willful misconduct of the Indemnitees, or the breach by the Indemnitees of any of the terms or conditions of this Agreement, or the breach of any law or regulation by the Indemnitees, or from the guest/host relationship between Hilton or the Hotel and any guest. For the avoidance of doubt, you are not responsible for and assume no liability for lodging accommodation related services that the Hotel provides or fails to provide to any guest.

**INSURANCE:** You agree to obtain and keep in force General Liability Insurance covering your contractual obligations hereunder with limits of not less than \$1,000,000 per occurrence.

Hotel agrees to maintain general liability insurance with limits not less than \$2,000,000 per occurrence, covering liability for personal injury, property damage, liquor liability, and automobile liability, as well as Workers Compensation insurance per applicable laws and Employers Liability insurance.

Upon written request, each party shall make evidence of coverage available to the other party. For hotels that participate in Hilton's general liability insurance program, proof of such insurance coverage is satisfied by a Memorandum of Insurance available at: <http://www.marsh.com/moi?client=0291>. The Hotel can confirm whether they participate.

**GOVERNING LAW:** The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

**DISPUTE RESOLUTION:** The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of the parties for their discussion and possible resolution in the order set forth herein; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then either party may give notice to the other party of its intention to pursue arbitration. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. Arbitration of disputes arising out of or in connection with this Agreement will be resolved using one arbitrator before JAMS or American Arbitration Association in the state and city in which Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

**FORCE MAJEURE:** Neither party shall be responsible for failure to perform this Agreement if circumstances beyond their control, including, but not limited to: acts of God; terrorist attacks in the city in which Hotel is located; or declared war in France; make it illegal or impossible or commercially impracticable to perform under this Agreement. The affected party may terminate this Agreement without liability upon providing written notice to the other party within ten (10) days of the occurrence.

**TERMINATION:** Either party may terminate this Agreement without cause by giving the other party no less than 30 days prior written notice of termination. Either party may terminate this Agreement immediately by giving written notice to the other party if:

- ❖ A party becomes insolvent or is subject to external administration, enters into liquidation or enters into a scheme of arrangement with creditors or are otherwise unable to pay their debts as and when they fall due; or
- ❖ A party breaches any material term of this Agreement and does not cure such breach within 15 days following receipt of notice from the non-defaulting party.

Notwithstanding any such termination of this Agreement, the rights acquired or obligations incurred by the parties thereto prior to such termination shall not be affected.

**MISCELLANEOUS:** A failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement, or to exercise any option which is hereby provided, or to require at any time performance of the provisions hereof, shall in no way be construed a waiver of, nor preclude the exercise of, any of the provisions of this Agreement.

Initials: \_\_\_\_\_