

## FIT Net Agreement 2018 FREE SALES Contract

This Agreement is 21th day of August 2017.

Between:

**RADISSON BLU Hotel at Disneyland® Paris**, a company registered in France with registered number 433 893 195 000 27 and whose registered office is at Allée de la Mare Houleuse 77700 Magny Le Hongre, France ("HOTEL"); and

**WORLD AVENUES**, a company registered in *Switzerland* with registered number ....., and whose registered office is at 14, Rue Ferrier, CH-1202 Geneva, Switzerland., "PARTNER".

Hereinafter the "Parties".

**WHEREAS** the HOTEL is operating as the RADISSON BLU Hotel at Disneyland® Paris ; and

**WHEREAS** the PARTNER is in the business of intermediating hotel rooms to customers directly and/or to third parties; and

**WHEREAS** the Parties wish to co-operate with the goal to attract individual travelers to stay at the HOTEL by way of the PARTNER'S distribution and sales efforts;

**NOW THEREFORE** in consideration of the undertakings and covenants contained herein, the Parties agree as follows:

### Duties of the HOTEL

1. The HOTEL agrees to offer the PARTNER pre-defined non-commissionable room rates ("PARTNER Rates"), room availability and meal plans as outlined in Annex 1 ("PARTNER Rate & Hotel Information") and undertakes to deliver hotel services to the PARTNER's customers.
2. **The PARTNER Rates provided are for the specific intention of sale via off-line distribution (non-internet) channels** and such that a recommended mark-up of *fifteen percent (15%)* above the rate provided by the HOTEL is to be applied for room only sales and a recommended mark-up of *ten percent (10%)* above the rate provided by the HOTEL is to be applied for package sales.
3. **If the rates are used for on-line distribution channels, you will be in breach of contract and we reserve the right to terminate the contract immediately (cf.point 26).**
4. If the HOTEL grants an allotment to PARTNER as set out in Annex 1 and the HOTEL reserves the right to reduce the allotment if the materialization of the allotment is less than *seventy percent (70%)* as of the end of the first six (6) months of this Agreement.

### Duties of the PARTNER

5. The PARTNER may sell the HOTEL's rooms for individual travel as room only or part of a package to any travel agent or tour operator pursuing off-line sales. The PARTNER may also sell the rooms via their own brochure(s) and/or catalogue(s).
6. The PARTNER shall confirm all sales of rooms and/or cancellations and/or amendments directly with the HOTEL by email or fax. Room sales, amendments and or cancellations will not be accepted by telephone.
7. The PARTNER acknowledges to act on its own behalf when selling the HOTEL's rooms and services at PARTNER Rates to any individual traveler or third party and hereby warrants that it will perform its obligations under this Agreement with promptness, due care, skill and diligence and in a workmanlike manner in accordance with the highest industry standard.
8. The PARTNER shall issue vouchers to its customers setting out at least the guest's name, arrival date and departure date, meal plan (if applicable), the reservation number, (if applicable); these vouchers shall entitle the guest to stay at the HOTEL at PARTNER Rates ("Vouchers"). The Vouchers shall be issued upon the HOTEL's receipt of payment of the PARTNER Rates, and earlier only, if the PARTNER has been granted credit facilities by the HOTEL. For reservations with a lead time less than *thirty (30)* days the PARTNER shall request the HOTEL's specific approval prior to issuing the Voucher(s) to the customer or a third party and shall pre-pay the HOTEL's services which are subject to the Voucher latest one (1) day prior to the arrival of the customer at the HOTEL.
9. The PARTNER shall upon the HOTEL's invoice pre-pay the HOTEL for confirmed reservations in full no less than *thirty (30)* days prior to arrival of the customer, unless it has been granted credit facilities by the HOTEL. In the latter case the PARTNER shall pay the HOTEL upon invoice after the departure of the customer.
10. The PARTNER shall ensure that third parties co-operating with the PARTNER to sell the HOTEL's rooms and services provide sufficient credit facilities to cover the PARTNER Rates. The PARTNER is fully liable for any Vouchers issued without prior proven payment to the PARTNER by a third party.

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11. In the event that the guest books additional nights accommodation at the HOTEL directly with the HOTEL then such reservations shall be totally separate from the contract between the individual guest and the PARTNER and shall constitute a new contract between the HOTEL and the guest. The PARTNER shall not be entitled to any fees or other compensation in respect of such additional accommodation booked by guests.

### Cancellation Policy

12. For cancellations received in writing by the HOTEL from the PARTNER no later than *seventy-two (72) hours prior to recommended check-in time hour (16.00)*, **no cancellation fee and/or charge(s) will be incurred by the PARTNER. For instance, for arrival day on the 04/05/17, cancellation is permitted without fees before 16.00 on the 01/05/17.**
13. For cancellations received in writing by the HOTEL from the PARTNER *seventy-two (72) or less hours prior to recommended check-in time hour (16.00)*, a cancellation fee equal to one (1) night accommodation at the contracted rate per cancelled room (**the first night will be invoiced**).
14. **For bookings from 5 rooms, cancellation policy is subject to be amended.**

### Invoicing Procedure and Payment Terms

15. Should credit facilities not be provided to the PARTNER by the HOTEL, the HOTEL shall invoice the PARTNER upon its confirmation of reservation, for the PARTNER Rate concerning its services to guests in exchange of the Vouchers. Upon receipt of any cancellation the HOTEL shall invoice the PARTNER the applicable cancellation fee and charges.
16. Should credit facilities be provided to the PARTNER by the HOTEL, the HOTEL shall invoice the PARTNER for the PARTNER Rate concerning its services to guests in exchange of the Vouchers, and for any cancellation fee and/or charges as the case may be, no later than *thirty (30) days* after the guest's departure date.
17. The HOTEL shall send the invoice to the PARTNER's office located at *14, Rue Ferrier, CH-1202 Geneva, Switzerland*
18. The PARTNER will settle the invoice no later than *thirty (30) days* after receipt of the invoice, following the payment details on the HOTEL's invoice.
19. Amounts due under this Agreement which are not paid when due shall bear interest at the lesser of one and a half percent (1½%) per month or the maximum contract rate of interest permitted by applicable law.
20. Payment for any items or charges generated by the guest that are not covered by the Voucher shall be invoiced to and paid by the guest directly to the HOTEL. The PARTNER is only responsible for services as covered by the Voucher and related cancellation fees or other charges.
21. If official government or local authorities imposed taxes and/or services charges mentioned in the contract would change prior to or during event, the agreed rates and other charges shall change accordingly and the revised rates and other charges shall be notified to the company in writing by the hotel.

### Duty of Care

22. The HOTEL represents to fully comply with all applicable local fire and safety regulations; the HOTEL pursues regular controls of its technical installations and customer protection processes to ensure highest safety and hygiene standards. The HOTEL undertakes to provide reasonable advance notification to the PARTNER of any refurbishment or renovation taking place to the HOTEL's property which may impact the guest stay experience.

### Intellectual Property

23. The PARTNER expressly recognizes that it does not obtain without the express prior written approval of the HOTEL, any rights to HOTEL's or The Rezidor Hotel Group's materials, trademarks, brand names, logos and signs, nor any other information, data, databases, software, design, name or any other material provided/developed and owned by the HOTEL or the Rezidor Hotel Group ("Materials"). The PARTNER shall not use, without the HOTEL's prior written approval, any Materials in any radio, television or internet marketing or advertising including with regards to the internet the use of the Materials in conjunction with paid listings in search engines, meta tags, keywords, links and any other means intended to influence the results for internet searches invoking the Materials. Any breach of this clause shall entitle the HOTEL to terminate this Agreement immediately without prejudice to any other rights or remedies that it may have against the PARTNER.

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### **Indemnity**

24. The PARTNER shall hold harmless and shall indemnify HOTEL in respect of any loss, liability, obligation, damage, claim, demand, suit, action, deficiency, penalty, tax, levy, fine, judgment, settlement, cost, expense, legal fees and disbursements or liability incurred by the HOTEL where such is caused otherwise than by the performance of the HOTEL's duties under this Agreement provided that the aforementioned instances are solely caused by non-performance.

### **Confidentiality**

25. Each Party of this Agreement agrees to keep confidential during the term of this Agreement and for a period of one (1) year thereafter all information provided by one Party to the other in relation to this Agreement including, without limitation, this Agreement and its terms, and PARTNER Rates.
26. Notwithstanding the foregoing, the following shall not amount to a breach of confidentiality if the receiving Party can prove that the information:
- a. is in the public domain at the time it was disclosed or has entered the public domain through no breach by the receiving Party of its obligations hereunder;
  - b. is already known to the receiving Party, without restriction, at the time of disclosure, as evidenced by written records of the receiving Party;
  - c. is disclosed with the prior written approval of the disclosing Party;
  - d. is independently developed by the receiving Party without any use of any confidential information;
  - e. is disclosed generally to third parties by the disclosing Party without restrictions on use or disclosure by a third party whose direct or indirect source is not the disclosing Party;
  - f. becomes known to the receiving Party, without restriction, from a source other than the disclosing Party, without breach of this Agreement by the receiving Party and otherwise not in violation of the rights of the disclosing Party; or
  - g. is disclosed pursuant to the order or requirement of a court, administrative agency, or the governmental body or pursuant to law or regulations of a stock exchange provided however, that the receiving Party shall provide the disclosing Party with prompt written notice of such disclosure requirement to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure;
- provided that, if only a portion of the confidential information falls within any one of these exemptions, the remainder shall continue to be subject to this Agreement.

### **Assignment**

27. Neither Party of this Agreement may assign this Agreement without the prior written agreement of the other Party.

### **Term and Termination**

28. This Agreement shall commence on the date of its execution by both parties and shall continue until *December, 31th 2018* (*The term of the agreement shall not exceed one year*).
29. Either Party shall be entitled to terminate this Agreement immediately by written notice to the other if the other Party commits any material breach of any provisions of this Agreement or, in the case of a breach capable of remedy, fails to remedy the same within thirty (30) days, fourteen (14) days in case of breach of Clause 4, after receipt of a written notice giving full particulars of the breach and requiring it to be remedied.
30. Either Party shall have the right to terminate this Agreement immediately and without further notice if the other Party becomes insolvent, or is adjudicated bankrupt, or files a voluntary petition or pleading under any applicable bankruptcy or insolvency laws, or an involuntary petition is filed with respect to the other Party under any such laws, or a permanent or temporary conservator, receiver or trustee for all or substantially all of the other Party's property is appointed by any court, or the other Party makes an assignment for the benefit of creditors or makes a written statement to the effect that it is unable to pay its debts as they become due, or a final judgment against the other Party remains unsatisfied for thirty (30) days or longer without being discharged, vacated, reversed or stayed.

### **Invalid Provision**

31. If any term, covenant, condition or provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term, covenant, condition and provision shall be valid and be enforced to the fullest extent permitted by law.

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FREE SALES Contract**

**Amendments**

32. This Agreement may only be changed by an instrument in writing signed by the authorized representatives of both Parties.

**Entire Agreement & language**

33. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements between the Parties, written or oral relating to the subject matter hereof.

34. The language of this Agreement shall be English. Any translation into a language other than English shall be for information purposes only.

**Notices**

35. All notices shall be in writing in English and may be delivered personally or by fax, or recognized courier service such as Federal Express or DHL. Notices by fax shall be deemed delivered and received upon transmission provided that the original is delivered as set forth above. Notices by expedited delivery shall be deemed delivered and received on the second day immediately succeeding the date on which the notice was given to the expedited delivery company. Notices shall be delivered to the address set out at the beginning of this Agreement.

**Applicable Law and Arbitration**

36. This Agreement shall be governed by the substantive laws of France.

37. Any dispute arising between the HOTEL and the PARTNER in connection with this Agreement shall in case of failure of an amicable settlement be brought to the competent courts. The place of jurisdiction is based on Meaux.

IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

*WORLD AVENUES*

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Name: Mrs Dina Gouda

Title: Contract Manager

RADISSON BLU Hotel at  
Disneyland® Paris 4\* hotel

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Name: Yves GRARDEL

Title: Hotel General Manager

RADISSON BLU Hotel at Disneyland® Paris 4\*  
hotel

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Name: Sophie WEISSE

Title: Director of Sales and Marketing Cluster

**Annex 1**  
**PARTNER Rate & Hotel Information**

**Hotel Information**

**Hotel Name:** Radisson Blu Hotel at Disneyland® Paris 4\* hotel  
**Hotel Address:** Allée de la Mare Houleuse  
**City:** Magny Le Hongre **Country:** France  
**Telephone:** + 33 1 60 43 64 00 **Fax:** + 33 1 60 43 64 01  
**Website:** http://www.radissonblu.com/golfresort-paris **Email Address:** fit.golfresort.paris@radissonblu.com

**Rate Information**

All rates and charges are stated in Euro

**Tax Information:**

VAT: 10 % Included in the rate:  Yes  No City Tax: 2,48 euros/adult\_ Included in the rate:  Yes  No

If official government imposed taxes and/or service charges included in the contracted rates as per the information above change during the duration of the contract, the rates will change accordingly and the revised rates will be advised to the PARTNER in writing by the HOTEL.

**Commission:** The rates offered to the PARTNER are **non-commissionable** rates and therefore **no** commission is paid by the HOTEL to the PARTNER.

**Luggage Handling:** A fee of five (5) EUR per person will be charged per round trip (in/out).

**Standard room single occupancy: MAX 1 ADULT**

**Standard room double or triple occupancy: MAX 3 ADULTS:** 3 adults OR 2 adults OR 2 adults + 1 child OR 1 adult + 2 children

**Standard Family room: MAX 2 ADULTS:** 2 adults + 2 children OR 1 adult + 3 children.

**Maximum Room Occupancy:**

**Standard Quadruple room: MAX 4 ADULTS:** 4 adults OR 3 adults + 1 child.

**Connecting rooms (two quadruple rooms connected by a door): MAX 8 ADULTS**

The availability of the connecting rooms must be closed with the free sales **manually by the partner** when a close out is sent by email by the hotel (not available through the channel manager).

**Child Policy:**

Children up to and including age two (2) years old stay free of charge in a baby cot while sharing the parent's room based on a maximum of one (1) child per room.

**ATTENTION! A child is aged 3-11 y.o (above 12 y.o, the child is considered as an adult). and an infant is aged 0-2 y.o.**

**Meal Policy:** Buffet breakfast complimentary until 2 y.o.

Other:

**Check-in Time:** 16:00 **Check-Out Time:** 12:00

**Other:** Rate are inclusive of buffet breakfast and taxes are non-commissionable. City Tax is excluded. Last date included.

**Availability**

- Rates are available subject to availability; HOTEL will confirm based on reservation requests received.  Yes  No
- Rates are available on a free-sale basis. The HOTEL may stop sell by sending an email to [stopsales@world-avenues.com](mailto:stopsales@world-avenues.com).  Yes  No
- Rates are available as per the Allocation Schedule below.  Yes  No

**Allocation Schedule (FREE SALES contract)**

Valid Days (1 (Mo) – 7 (Su))	Dates (DD/MM/YY) (All dates are inclusive of nights stay)	# of Rooms	Release Period
1 - 7	Low season	*	
1 - 7	Mid season	*	
1 - 7	High season	*	
1 - 7	31/12/2017 to 31/12/2017	*	

\*Partners can open free sales on top of its allotment. However, allotment has to be filled in priority.

Other Allocation related information:  
**Free sale is subject to close out dates.**  
**IF ALLOCATIONS ARE GIVEN, THEY ARE SUBJECT TO STOP SALES.** Please consider 5 rooms maximum per night.  
**As soon as a close out or/and a stop sales chart is sent, the partner has 24h max to update the availability (48h during the week-ends).**  
**The Hotel will consider the updates done even without receiving a confirmation from the Partner.**

**Minimum stay**

Dates (DD/MM/YY)	
31/03/2018	Minimum stay 2 nights
28/04/2018	Minimum stay 2 nights
12/05/2018	Minimum stay 2 nights
19/05/2018	Minimum stay 2 nights
31/12/2018	Minimum stay 3 nights

**Rate Seasons** (based on Standard Rooms, rates per night including breakfast, excluding city tax)

		Single or Double 1 or 2 adults	Triple 3 adults	Family 2 adults & 2 children	Quad 4 adults	Family Connecting 8 adults or up to 4 adults & 4 children
Low	Sun - Thu	€ 80	€ 100	€ 110	€ 120	€ 200
	Fri - Sat	€ 80	€ 100	€ 110	€ 120	€ 200
Medium	Sun - Thu	€ 110	€ 140	€ 150	€ 170	€ 290
	Fri - Sat	€ 120	€ 150	€ 165	€ 180	€ 300
High	Sun - Thu	€ 160	€ 200	€ 220	€ 240	€ 400
	Fri - Sat	€ 180	€ 220	€ 245	€ 260	€ 420
31-Dec	Mon	€ 290	€ 340	€ 365	€ 390	€ 590

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Janvier 2018 / January 2018						Sa	Su						Sa	Su						Sa	Su					Sa	Su				
Fevrier 2018 / February 2018			Sa	Su						Sa	Su						Sa	Su						Sa	Su						
MARS 2018 / March 2018			Sa	Su						Sa	Su					Sa	Su						Sa	Su							Sa
AVRIL 2018 / April 2018	Su					Sa	Su						Sa	Su						Sa	Su					Sa	Su				
MAI 2018 / May 2018		Sa	Su						Sa	Su					Sa	Su				Sa	Su			Sa	Su						Sa
JUIN 2018 / June 2018		Sa	Su						Sa	Su					Sa	Su				Sa	Su			Sa	Su						Sa
JUILLET 2018 / July 2018	Su					Sa	Su						Sa	Su					Sa	Su			Sa	Su			Sa	Su			
AOUT 2018 / August 2018			Sa	Su					Sa	Su			Sa	Su				Sa	Su				Sa	Su		Sa	Su				
SEPTEMBRE 2018 / September 2018	Sa	Su						Sa	Su					Sa	Su				Sa	Su			Sa	Su				Sa	Su		
OCTOBRE 2018 / October 2018					Sa	Su						Sa	Su					Sa	Su						Sa	Su					
NOVEMBRE 2018 / November 2018			Sa	Su					Sa	Su					Sa	Su							Sa	Su							
Decembre 2018 / December 2018	Sa	Su						Sa	Su					Sa	Su					Sa	Su							Sa	Su		Mo

Saison 1 <i>Season 1</i>	Saison 2 <i>Season 2</i>	Saison 3 <i>Season 3</i>	Blackout	Mo	31-Dec
				Sa	Saturday
				Su	Sunday

**Special Offers** : (Travel dates must all be included during the period of validity so that special offer applies, not valid on half board supplement)

- Stay 3 nights and more, save 20% on the stay**  
All rooms, all seasons
- Stay 5 nights and more, save 25% on the stay**  
All rooms, all seasons
- NRF: Stay 2 nights and more and save 20% on your stay!**  
With non-refundable conditions (no cancellations and no modifications are allowed : 100% fees)  
All rooms, all seasons  
Release of 30 days

Special offers are not cumulative between them and **not valid on half board supplement**.

**Meal Plans**

Breakfast Included in the rate:  Yes  No If yes, type of breakfast included in the rate: **Hot Buffet**

**Breakfast served with room service will be subject to supplement.**

Lunch or dinner Supplement Information (if applicable)	FIT rate	Rack rate
Adult supplement (from 12 y.o.)	31 €	39 €
Child supplement (3-11 y.o)	11 €	14 €
Other: Rates, without beverages. 3 courses menu or Buffet chosen by the Chef.		

**Other Supplement Information (e.g., New Year's Eve) (if applicable)**

Christmas Dinner and New Year Eve Dinner **are not compulsory**. However, **reservations for those dinners are compulsory**.  
**Supplement** will be advised the soonest possible. Details of buffet to be advised further on.

**Wellness Center closing dates:**

Due to technical maintenance, the wellness center (indoor swimming-pool, sauna and steam bath) will be closed to the Guests during the following periods:

- From May 13<sup>th</sup> to May 18<sup>th</sup> 2018
- From November 12<sup>th</sup> to November 17<sup>th</sup> 2018

**Contact Details:**

**Sales Department Contact Details**

Name: Sophie Weisse Position: Director of Sales & Marketing cluster  
Email: [Sophie.weisse@radissonblu.com](mailto:Sophie.weisse@radissonblu.com) Telephone: + 33 1 60 43 64 36  
Fax: + 33 1 60 43 64 01

**Reservations Department Contact Details**

Name: Olivier, Damien, Céline, Sarah. Position: Reservation department  
Email: [FITWholesaler.PARZD@RadissonBLU.com](mailto:FITWholesaler.PARZD@RadissonBLU.com) Telephone: + 33 1 60 43 64 55 / 54 / 11  
Fax: + 33 1 60 43 64 19

**Reservation Delivery**

By fax to: + 33 1 60 43 64 19  By email to: [FITWholesaler.PARZD@RadissonBLU.com](mailto:FITWholesaler.PARZD@RadissonBLU.com)  
 Other:

**Accounts Department Contact Details**

Name: Ludmila Beaudet Position: Financial Controller  
Email: [Ludmila.beaudet@radissonblu.com](mailto:Ludmila.beaudet@radissonblu.com) Telephone: +33 1 60 43 64 15  
Fax: +33 1 60 43 64 32

Name: Sandra Molon Position: City Ledger  
Email: [cityledger.PARZD@radissonblu.com](mailto:cityledger.PARZD@radissonblu.com) Telephone: + 33 1 60 43 64 56  
Fax: +33 1 60 43 64 32

**Annex 2  
Bank details & Retail Rates**

**Bank Details:**

Bank Account Number*	FR65 3000 2007 9700 0040 1969 P60	Address	185 rue de Bercy - 75012 Paris, FRANCE
Payee Name	ORIONIS II	Bank Name	CREDIT LYONNAIS
Bank Branch	PARIS CAE BERCY 3	Bank Sort Code**	CRLYFRPP

\* IBAN Number for Europe

\*\* BIC number/Swift Code

**Rack rates:**

	Single occupancy per room	Double/Twin occupancy per room	Family room (Triple or Quad occupancy) per room	Quadruple room (Quad occupancy) per room
Rack Rates	690 €	690 €	790 €	790 €

VAT included. City taxes NOT included, 2,48 EUR/person above 12 y.o and per day. Breakfast NOT included.