



Net individual rates agreement (F.I.T.)

Between:

Boscolo Hotels S.p.A.

Via Uruguay 47

35127 Padova, Italia

And

Operator	World Avenues Travel Switzerland
Address	14, Rue Ferrier, CH-1202 Geneva, Switzerland
Registered Marriott N nr.	N54640
City	Geneva
Zip Code	1202 IATA 96-0 3299 6
Country	Switzerland
VAT Number	CHE 109 867 307
Telephone	+41 225481211
Fax	+202 27296771
E-mail	sales@world-avenues.ch

Introduction

Boscolo Hotels and the relevant companies indicated above (hereinafter jointly referred to as “**Boscolo**”) intend to entrust the Operator, on a non-exclusive basis, to market, promote and sell, depending on the case, its hotel services in the form of Room Products (including VAT and breakfast and all other combinations offered by Boscolo only) or Package Products (meaning the Room Product combined with transport or other activities or initiatives not provided by Boscolo), and the Operator, by signing this document, accepts to perform the above-mentioned activities in accordance with the terms and conditions indicated in this agreement. Boscolo shall provide the Operator with **confidential** net rates valid only for individual sales (F.I.T), meaning for an overall maximum of six rooms. The rates indicated in this agreement shall not apply to meetings, incentives, congresses and events or groups. The attached rates table is to be deemed as an integral and substantive part of this agreement.

1. Sale of Boscolo Products

1. - The net rates reserved to the Operator are **strictly confidential** and the Operator undertakes not to disclose them to third parties, it being understood that any breach of this obligation will be sanctioned according to what provided in clause 8 below.
2. - The Operator shall not be entitled to offer Room Products” on any websites intended for consumers (Business to Consumer) or to third parties other than consumers (Business to Business to Consumer).
3. - In case of violation of the obligation indicated at point 2 above, the Operator will be charged a penalty of €1,000, immediately collectable, for each booking made through these channels, without prejudice to Boscolo’s right to claim for any further damages suffered.



4. - As provided for in clause 8 below, any infringement of the obligations indicated at points 1 and 2 above shall enable Boscolo to immediately terminate this contract.

2. Cancellations and no shows

Cancellation terms and conditions applicable in case of no show are indicated on the rates table, herewith attached.

The Operator represents and warrants to properly and clearly inform its clients about the terms and conditions concerning cancellations and no shows, that are applicable each time to the clients' reservations. The Operator shall be solely liable for whichever breach of these informational duties and shall hold Boscolo harmless against any and all claims for damages suffered by clients due to the said breach of duties by the Operator.

3. Book out

In the unlikely event that Boscolo cannot accommodate a booking for whatever reason, Boscolo is responsible for finding an alternative of the same or superior standard and comparable location. Boscolo shall cover the room, board and tax charges in accordance with the original booking.

4. Free Sales

If the Operator has an "extranet" system of its own, a free sale is granted according to what provided for in the rates table.

Boscolo shall be entitled to manage room availability independently through the Operator's extranet system and the Operator shall disclose the URL and the password to Boscolo within 15 days from signing this agreement. Otherwise the Operator shall indicate an e-mail address to be used to notify closed-out/re-opening dates for free sales: stopsales@world-avenues.ch.

Each Hotel of the Boscolo chain has the right to close the Free Sale allocation whenever needed.

5. Close-out dates

Boscolo reserves the right to inform the Operator about further "closed date" or move to "peak A" rate, notifying the Operator in writing, including by e-mail at the following address stopsales@world-avenues.ch of the Operator. Existing bookings, already received from the Operator before such notification, will be honoured. The Operator shall notify the rooms sold for that period within **24 hours**. Please note that for the nature of these dates, there can be shifts throughout the year, without any responsibility for Boscolo.

6. Payment

The Operator will settle all the invoices issued by Boscolo Hotels in Euro currency by the end of the month after the date of issue without any deduction or compensation whatsoever. Boscolo Hotels will grant a monthly credit of maximum 4000 Euro. Should this credit line be exceeded, the Operator will immediately make a payment to Boscolo Hotels to settle all outstanding invoices. If immediately remedy to this excess is not timely made, Boscolo Hotels may review and ultimately suspend the terms of the credit line. In the meantime the Operator shall pre-pay all reservation within 7 days prior to clients' arrival. Otherwise Boscolo Hotels reserve the right to cancel all bookings made from the Operator.

Boscolo Hotels reserve the right to cancel this credit line (with appropriate warning) in case of receiving negative financial information from our financial sources.

In order to receive such credit conditions, the Operator, if so requested by Boscolo Hotels, accepts to provide a bank guarantee (irrevocable letter of credit issued by a bank) or a credit card with a ceiling large enough to cover all the payments to be made, with relevant authorisation to withdraw as indicated here below :

Credit Card nr. 5582 6530 2062 5027



Type Master Card

Expiry date | 06 / 18 / |__|__|

Holder's name GABRIELLA KHALIL - NAGY

Signature (in full and legible for the user of the service and/or entity undertaking to pay the amounts so as to authorise withdrawal in case of failure to make payment according to the terms and conditions of the contract)

Gabriella Nagy

In case of dispute, Boscolo Hotels shall be entitled to withhold the sums in question as caution money until settlement. Both parties acknowledge that the sums withheld as caution money shall not be subject to interest.

7. Marketing and advertising

The Operator's catalogue or website must indicate the exact names of the Boscolo Hotels with a complete description of the venue, the Boscolo Hotels photos and the Boscolo logo according to the chain standard requirements.

Boscolo must authorize the use of all its promotional materials. In promoting and marketing the Boscolo products and services, the Operator shall only use this authorized marketing and advertising materials.

8. Termination

In the event that the Operator breaches even one of the obligations indicated in sections 1, 2 and 9 of this contract, Boscolo shall be entitled to terminate this agreement with immediate effect, according to Article 1456 Italian Civil Code, by written notice sent by registered mail with recorded delivery, without prejudice to its right to claim for damages suffered due to the non-compliant behaviour of the Operator..

9. Confidentiality

The Operator undertakes to consider any and all terms and conditions of this contract, including the net rates, as strictly confidential for the entire duration of this agreement and also after its termination or expiry for whichever reason.

10. Re-negotiation

Should a Hotel cease to be part of the Boscolo Hotels chain, Boscolo shall be entitled to re-negotiate the net rates reserved to the Operator as well as any other term and condition of this agreement, upon prior written notice to the Operator.

11. Governing Law and Exclusive Jurisdiction

This contract shall be regulated and construed in accordance with the laws of Italy.

Any disputes related to this agreement, including those ones concerning its content, interpretation, execution and termination, shall be submitted to the exclusive jurisdiction of the courts of Padua

Pursuant to Articles 1341 ff. of the Italian Civil Code, the Operator separately and specifically signs the following sections of this contract: **1. Sale of Boscolo Products - 4. Free Sales – 5. Clause-out dates - 6. Payment - 8. Termination – 9. Confidentiality - 10 . Re-negotiation – 11. Governing Law and Exclusive Jurisdiction.**

Signature

Name and Position Tarek Elbiaily - Contracting Manager

On behalf of World Avenues Travel Switzerland



Information notice pursuant to art. 13 Legislative Decree 196/03

In compliance with art. 13 of Legislative Decree 30 June 2003 no. 196 "Data Protection Code" (DPC), Boscolo Hotels S.p.A. [o altra società del gruppo], having its registered address in Padova, via Uruguay n.47, in its capacity of Data Controller, informs you that the personal data you are providing will be processed in a fair, lawful and transparent way and in accordance with the protection of your privacy and rights. The personal data you are spontaneously providing will be processed according to the limits set forth by the DPC, and only used for the purposes of the present agreement and, namely, in order to allow the reservation of the hotel services at the special conditions offered to you.

The provision of the personal data is facultative, it being understood that, in the lack, it will be impossible to allow the reservation of the hotel services.

Your data will be processed manually or on paper or through IT systems, in compliance with the provisions of the DPC, by the Marketing Office of Boscolo Hotels S.p.A. and the Company which – as Data Processor appointed pursuant to Art. 29 of the DPC – performs the activity of storage and elaboration of our IT archives, being both of them adequately instructed and informed about the limits provided for by the DPC. Your personal data will be also handled for a period of time which is necessary to attain the abovementioned purposes. In any case, you are entitled to exercise the rights set forth in art. 7 of the DPC in whichever moment, and therefore to ask for having your data *updated, rectified or supplemented*, as well as deleted, by submitting your request to the Data Controller (Boscolo Hotels S.p.A.), through registered letter or telefax (no. _____) or e-mail to the following address: _____.

The undersigned declares to have read the information notice above and gives his/her consent to the above described processing operations of his/her personal data:

Yes

No

For and on behalf of Boscolo Hotels Spa



_____ and on behalf of
[Signature]