

2017 Wholesaler Net Agreement

This Agreement is entered into this October 01st 2016

Between:

Société d'exploitation Nouvelle du Soleil d'Or under the commercial name of **Radisson Blu 1835 Hotel & Thalasso**, a company registered in **FRANCE** with registered number **444 223 481** and whose registered office is at **2 Boulevard Jean Hibert, 06400 Cannes, France** ("HOTEL"); and

WORLD AVENUES, a company registered in **Switzerland**, whose registered office is at **14 rue Ferrier, CH-1202 Geneva, Switzerland** ("PARTNER").

Here after the "Parties".

WHEREAS the HOTEL is operating as the **Radisson BLU 1835 Hotel & Thalasso, Cannes**; 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, room availability and meal plans as outlined in Annex 1 ("Hotel Information") and undertakes to deliver hotel services to the PARTNER's customers.
2. 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 fifty per cent (50%) as of the end of the first six (6) months of this Agreement.

Duties of the PARTNER

3. The PARTNER and the third parties 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 and the third parties may also sell the rooms via their own brochure(s) and/or catalogue(s).
4. 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.
5. The PARTNER acknowledges acting 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.
6. 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.

7. 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. In the latter case the PARTNER shall pay the HOTEL upon invoice after the departure of the customer.
8. 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.
9. 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

10. Written cancellations received by the HOTEL from the PARTNER: please refer to price table

Invoicing Procedure and Payment Terms

11. 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.
12. 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.
13. The HOTEL shall send the invoice to the PARTNER's office located at **14 rue Ferrier, CH-1202 Geneva, Switzerland.**
14. The PARTNER will settle the invoice upon receipt of the invoice, following the payment details on the HOTEL's invoice.
15. 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.
16. 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.

Duty of Care

17. 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.

Force Majeure

18. In the event of a circumstance of "Force Majeure" which is defined as any circumstances beyond the control of either party including but not limited to any Act of God, fire, flood, adverse weather conditions, disease, explosion, war, armed hostilities, act of terrorism, riots, civil commotion, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, Government action or inaction, request of a governmental authority or any form of

government, official or regulatory intervention, either party (i.e. Hotel and/or Partner) shall be relieved from the performance of its obligations under this Agreement if and to the extent that performance of such obligations is delayed, hindered or prevented by such circumstances constituting Force Majeure. The party claiming relief shall nevertheless use its reasonable endeavors to perform its obligations as soon as practicable.

19. If any circumstances constituting Force Majeure makes it definitively impossible for either party to fulfill its obligations under this Agreement, the parties shall enter into bona fide discussions with a view to alleviating the effects of such circumstances constituting Force Majeure, including termination of the Agreement, or to agreeing upon alternative arrangements.
20. If either party becomes aware that any circumstances constituting Force Majeure have arisen or that any circumstances which may constitute Force Majeure may arise, it shall immediately notify the other party by telephone and/or by facsimile.

Intellectual Property

21. 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 on five (5) business days' notice, in writing without prejudice to any other rights or remedies that it may have against PARTNER. Furthermore with respect to any internet domain names registered by PARTNER or its affiliates in breach of this clause, PARTNER agrees on behalf of itself and its affiliates to immediately transfer such domain names to the HOTEL or the Rezidor Hotel Group, as applicable, upon notice from the HOTEL.
22. The HOTEL grants PARTNER, its affiliates and third parties co-operating with PARTNER, a royalty free, limited, non-transferable, non-exclusive, revocable license to use the HOTEL names on the Covered Web Sites for the Term of this Agreement subject to any such HOTEL exposure being approved in writing beforehand by the HOTEL. Upon the termination or expiry of this Agreement such license shall immediately terminate.
23. PARTNER, its affiliates and co-operating third parties shall not, without the express prior written approval of the HOTEL, use any of the HOTEL's names in any marketing or advertising designed or intended to drive traffic to Covered Web Sites or for any other purpose, whether in print media, radio, television, internet, or otherwise.
24. Except as otherwise set forth in this Agreement, neither Party may issue any press release or public statement relating to this Agreement or the other Party, without the prior written consent of an authorized representative of the other Party.

Indemnity

25. The HOTEL shall hold harmless and shall indemnify PARTNER in respect of any direct loss or damage, including third party claims, penalties, levies, fines, expense, legal fees and liability incurred by PARTNER where such is caused by the HOTEL's wrong performance of its duties under the Agreement. The HOTEL will not be required to so indemnify PARTNER if such liability, claim, cost, expense or damage results from negligence, wilful misconduct or bad faith on the part of PARTNER.
26. The PARTNER shall hold harmless and shall indemnify the HOTEL in respect of any direct loss or damage, including third party claims, penalties, levies, fines, expense, legal fees and liability incurred by the HOTEL where such is caused by the PARTNER's wrong performance of its duties under the Agreement. PARTNER will not be required to so indemnify the HOTEL if such liability, claim, cost, expense or damage results from negligence, wilful misconduct or bad faith on the part of HOTEL.

Confidentiality

27. Each Party agrees to keep confidential during the term of this Agreement and for a period of two (2) years thereafter all information provided by one Party to the other in relation to this Agreement including, without limitation, this Agreement and its terms.
28. 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

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

Term and Termination

30. This Agreement shall commence on **January 1st, 2017** by both parties and shall continue until **December 31st, 2017 (The term of the agreement shall not exceed one year)**
31. 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 22, seven (7) days in case of breach of Clause 3, after receipt of a written notice giving full particulars of the breach and requiring it to be remedied. In the event the Agreement is terminated Hotel will honor all bookings provided payment has been received in advance for said bookings and/or payment terms have been agreed with the Hotel.
32. 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.

33. This Agreement shall end prematurely immediately upon the HOTEL's written notice, if the HOTEL ceases to operate under the Radisson brand system. The HOTEL may terminate this Agreement without cause at any time upon ninety (90) days prior written notice to PARTNER; Any confirmed reservation for dates beyond the effective date of termination shall however be honored by the HOTEL and the conditions of this Agreement shall apply.

Invalid Provision

34. 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.

Amendments

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

Entire Agreement & language

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

Notices

37. The language of this Agreement shall be English. Any translation into a language other than English shall be for information purposes only.
38. 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

39. This Agreement shall be governed by the substantive laws of **FRANCE**.
40. 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 shall be determined based in **Cannes**.

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.

By **WORLD AVENUES**

**14 rue Ferrier
CH-1202 Geneva
Switzerland**

Tarek Elbially - Contracting manager
23.03.2017

Name: **Mariam Hesham**
Title: **Contracting Agent**



By : **RADISSON BLU 1835 HOTEL & THALASSO**

**2 boulevard Jean Hibert
06400 Cannes
France**

Name: **Lionel SERVANT**
Title: **General Manager**

Name: **François- Xavier RABOULIN**
Title: **Director of Sales & Marketing**

Name: **Anne-Marie SPANO**
Title: **Revenue Manager**

Date: _____

01/10/2016

Annex 1
Hotel Information



Hotel Information

Hotel Name: Radisson Blu 1835 Hotel & Thalasso Cannes
Hotel Address: 1 boulevard Jean Hibert
City: 06400 Cannes Country: France
Telephone: +33 (0)4 92 99 73 00 Fax: +33 (0)4 92 99 73 25
Website: <http://www.radissonblu.com/hotel-cannes> Email Address: Reservation.cannes@radissonblu.com

Rate Information

All rates and charges are stated in **EURO**.

Tax Information:

VAT: 10%

Included in the rate: ☒ Yes ☐ No

Paid by clients directly:

City Tax: **2.20 Euro per adult, per night**

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. Therefore **no** commission is paid by the HOTEL to the PARTNER.

Luggage Handling:

Groups only: A fee of five (5) EUR per person will be charged per round trip (in/out). To be paid by clients directly on the spot (along with extras)

Included in the rate: ☐ Yes ☒ No

Maximum Room Occupancy:

Three (3) pax (includes adults and children) extra bed available in Deluxe Sea view room & Suites only

Child Policy:

- Baby cot **0-2**: Free of charge on B&B basis
- Child from **three (3)** up to **twelve (12)** year old: Free of charge on B&B Basis.

NB: Baby cot or extra bed while sharing the parent's room based on a maximum of one (1) child per room.

Check-in Time: **15:00 pm**

Check-Out Time: **12:00am**

Other:

Free access to Wellness area in our Thalassotherapy center including seawater swimming-pool (indoor & outdoor), Jacuzzi, Steam bath, Caldarium, Sauna, Experience Shower, Fitness, Relaxation room: included in the room rate

Availability:

-Rates are available subject to availabilities. HOTEL will confirm based on reservation requests received.

-Rates are available on a free-sale basis. The HOTEL may stop sales by sending a stop sales mail.

☒ Yes ☐ No
☒ Yes ☐ No

Handwritten signature and initials

Annex 1
Hotel Information



Contact Details:

Contact Sales Department

Name: **François-Xavier RABOULIN**
Email: **fx.raboulin@radissonblu.com**
Fax: **+33/ 4 92 99 73 25**

Position: **Director of Sales & Marketing**
Telephone: **+33/ 4 92 99 73 06**

Contact Reservations

Email: **Reservation.cannes@radissonblu.com**
Fax: **+33/ 4 92 99 73 25**

Position: **Reservations**
Telephone: **+33 / 4 92 99 73 20**

Reservation Delivery

X By fax to: **+33/ 4 92 99 73 25**

X By email to: **reservation.cannes@radissonblu.com**

Accounts Department Contact Details

Name: **Xavier DIMAGGIO**
Email: **Xavier.dimaggio@radissonblu.com**
Fax: **+33/ 4 92 99 73 09**

Position: **Financial Controller**
Telephone: **+33/ 4 92 99 73 23**

Handwritten signature and initials
F. Raboulin

2017 WHOLESALER RATES	1st January- 2nd February 19th February- 30th March 5th November-21st December	3rd-18th February 22nd-28th December	31st March-13th April 17th-27th April 1st October-4th November	14th-16th April 1st May-1st June 3rd-7th September 10th-21st September 24th-28th September 29th-31st December	28th-30th April 5th-29th June 1st-2nd September 8th-9th September 22nd-23rd September 29th-30th September	2nd-4th June	30th June-13th July 27th-31st August	14th July-3rd August 20th-26th August	4th-19th August
Free cancellation:	Up to 24h prior to arrival		Up to 3 days prior to arrival				Up to 8 days prior to arrival		
No show/ Late cancellat* :	1 night		1 night				No show / Late cancellat*/ Early departure: 100% charged		
Release period	1 day		2 days	3 days	5 days	7 days			
Minimum Stay	10-11th November: 2 nights	X	X	14th-16th April : 2 nights 5th-7th May: 2 nights 30th-31st December: 2 nights	28th-30th April: 2 nights	2nd-4th June: 2 nights	X	14th-15th july: 2 nights	11th-15th August: 2 nights
SPECIAL OFFERS*	STAY 3 = PAY 2 cumulative		STAY 5 = PAY 4 cumulative		STAY 5 = PAY 4 cumulative	STAY 5 = PAY 4 cumulative	STAY 6 = PAY 5 cumulative	STAY 6 = PAY 5 cumulative	STAY 6 = PAY 5 cumulative

DELUXE CITY VIEW									
Single	131 €	139 €	169 €	184 €	229 €	244 €	274 €	331 €	428 €
Double	146 €	154 €	184 €	199 €	244 €	259 €	289 €	346 €	443 €
DELUXE SEA VIEW									
Single	191 €	199 €	266 €	281 €	326 €	341 €	371 €	496 €	608 €
Double	206 €	214 €	281 €	296 €	341 €	356 €	386 €	511 €	623 €
Triple	271 €	279 €	346 €	361 €	406 €	421 €	451 €	576 €	688 €
MEDITERRANEAN SUITE									
Single / Double	329 €	337 €	397 €	419 €	532 €	547 €	599 €	896 €	1 001 €
Triple	394 €	402 €	462 €	484 €	597 €	612 €	664 €	961 €	1 066 €

* Hotel reserves the right to close the special offers without prior notice by sending a message to the "close-out" email address

In case of booking on different seasons :
- the most restrictive cancellation policy will apply
- free night policy will apply on the cheapest(s) night(s)

2017 WHL Net Rates per night, including buffet breakfast and 10% VAT
Excluding City tax at 2.20 € per person per night (subject to increase)
Child free of charge: 0-12years old

Triple room available in Deluxe Sea view and Suite Méditerranée categories only

Close out dates (inclusive) on allocation and free sale, for all room categories:

21st to 23rd March 2017
March 25th 2017
28 & 29 March 2017
2nd to 5th April 2017
19 & 20 April 2017
24 & 25 April 2017
16th to 28th May 2017
05th to 7th June 2017
16th to 23rd June 2017
08 & 09 September 2017
12th to 16th September 2017
1st to 5th October 2017
15th to 18th October 2017
14th to 16th November 2017
27th to 30th November 2017
4th to 6th December 2017
11th to 14th December 2017

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