

**2017/18 TOUR RATE CONTRACT**

|         |  |                      |  |
|---------|--|----------------------|--|
| Company | World Avenues S.A. Travel Services             | Contact              | Ms Kariene Mavjekar  |
| Address | Rue Ferrier, 14<br>CH-1202 Geneva, Switzerland | Tel.<br>Fax<br>Email | +41(0)22 906 94 00<br>+41(0)22 906 94 10<br>groups2@world-avenues.ch |

The following outlines the understanding of the terms and conditions for the agreement between **World Avenues SA** and **Le Plaza Basel-Stadt AG**. For ease of reference, the **Le Plaza Basel-Stadt AG** will be referred to as the "Hotel"; **World Avenues SA** shall be referred to as the "Travel Company"; and **Swissôtel's Hotels & Resorts** and/or any of its subsidiaries or affiliates, as the context requires, will be referred to as "Swissôtel".

**TERM**

The terms and conditions set out in this Agreement will apply to room rates and reservations for the period **01 April, 2017 to 31 March, 2018 incl.** The Agreement is to be renewed annually with new rates for the following calendar year to be introduced at that time.

**RATES**

The rates attached are net of commission. They include all local taxes, VAT, as well as buffet breakfast in our restaurant (RO = Room only - is excluding breakfast). For room service orders a surcharge will apply. VAT is subject to governmental changes at any time and outside the hotels control.

**These Rates cannot be posted, published or made available to 3<sup>rd</sup> party Internet sites, corporate travel, and conference or incentive groups. Distribution or exposure of Net Tour Rates will allow the Hotel to immediately terminate the Agreement.**

Rates quoted should be marked-up by you by minimum 25% to preserve the confidentiality of the rates and not disclose otherwise than as part of an approved leisure package. The published rates cannot be under any circumstances lower than the rates quoted in this contract. Breach of this clause will be treated as material breach of contract.

Rates apply to leisure travellers only and not to national business, corporate individual travellers, corporate or incentive groups, unless specifically agreed. Under no circumstances should the rates and allotment quoted herein be used to promote market and conclude sales on line via consumer websites, without our written prior consent. We reserve the right to approve of such distribution and will forward our conditions for online distribution to you once notified. Breach of this clause will be treated as material breach of contract.

In order to receive the Rates the Travel Company must be a licensed travel company and feature the Hotel in a published brochure or tariff.

| Swissôtel Basel<br>(dates inclusive)<br>CHF<br>Classic | 01.07.2017 – 12.08.2017<br>01.12.2017 – 31.12.2017 |        | 01.04.2017 – 30.06.2017<br>13.08.2017 – 30.11.2017<br>01.01.2018 – 31.03.2018 |        | Special Dates<br>04.04.2017 – 05.04.2017<br>22.05.2017 – 24.05.2017<br>16.06.2017 – 18.06.2017<br>13.08.2017 – 17.08.2017<br>13.09.2017 – 15.09.2017<br>25.10.2017 – 28.10.2017<br>18.11.2017 – 22.11.2017 |        |
|--|--|--------|---|--------|--|--------|
|  | Double   | Single | Double  | Single | Double   | Single |
| BB - Mon - Thu   | 180.00   | 160.00 | 230.00  | 210.00 | 285.00   | 265.00 |
| BB - Fri - Sun   | 165.00   | 145.00 | 165.00  | 145.00 | 285.00   | 265.00 |
| <b>Freesale</b>  |  |        |   |        |  |        |
| Mon – Thu  | Freesale   |        | Freesale  |        | Freesale   |        |
| Fri – Sun  | Freesale   |        | Freesale  |        | Freesale   |        |
| <b>Release</b>   |  |        |   |        |  |        |
| Mon – Thu  | 2  |        | 2   |        | 2  |        |
| Fri – Sun  | 2  |        | 2   |        | 2  |        |

- RO = Room only
- BB = Bed & Breakfast

All rates are in Swiss Franc, net, per room, per night and inclusive of buffet breakfast (RO is excluding breakfast), service charge and local taxes unless otherwise stated. In case of VAT increase or implementing of a governmental new tax the rates will be adjusted accordingly. All dates inclusive.

**FREESALE**

Reservations will be accepted from the Travel Company on a space available basis only and on a sell & report basis.

This agreement applies to FIT Tours, which are 5 rooms or less and those patrons who have purchased accommodation packages from the Travel Company. Any numbers above that should be covered under a tour group contract.

Our free sale programme allows you to sell up to 5 rooms per day until the arrival date of the reservation, except during the blackout dates stipulated. The free sale applies to "Classic Room"

**SPECIAL/ CATEGORY**

|                 |  |
|-----------------|--|
| Special Offers: | 20% Early Booker –<br>valid 45 days prior arrival date only on Friday – Sunday |
|-----------------|--|

**BLACKOUT DATES**

|               |                         |
|---------------|-------------------------|
| ITI Symposium | 02.05.2017 – 06.05.2017 |
| Art Basel     | 12.06.2017 – 16.06.2017 |
|               | 23.07.2017 – 25.07.2017 |
|               | 28.07.2017              |
| WCS           | 14.08.2017 – 17.08.2017 |
| Swiss Indoors | 23.10.2017 – 24.10.2017 |
| Swissbau      | 16.01.2018 – 20.01.2018 |
| Baselworld    | 20.03.-29.03.2018       |

PLEASE PROVIDE YOUR EMAIL ADDRESS IN ORDER TO RECEIVE OUR FREE SALE PROGRAMME

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**CHILD POLICY**

0 – 6 yrs: free of charge Max. 1 child per room when sharing with 2 paying adults  
 7 – 16 yrs: Extra bed fee of CHF 60.00 incl. Breakfast/ CHF 50.00 excl. Breakfast  
 Extra beds on request only.

**PLEDGE RELOCATE POLICY**

In the event the Hotel does not honour all guaranteed reservations to Travel Company, then the Hotel shall at its own expense, secure comparable accommodations and provide, at its own expense, transportation to/from such accommodation. This shall apply to each reservation (two nights maximum) for which rooms are not provided and guests must be housed elsewhere.

**CHECK-IN / CHECK-OUT TIME**

Check-in: 15h00  
 Check-out: 12h00

Should a guest plan to arrive at the Hotel prior to applicable check-in time, please include this information on the rooming list or at the time of booking. Every effort will be made to accommodate early arrivals based on availability; however room type cannot be guaranteed.

#### BOOKING PROCEDURE

Reservations & Rooming Lists for FIT Tour programs may be made directly through the Hotel reservations office.

|                     |                                  |
|---------------------|----------------------------------|
| Reservation Tel:    | +41 61 555 37 34                 |
| Reservation Fax:    | +41 61 555 37 35                 |
| Reservation e-mail: | reservations.basel@swissotel.com |

#### CREDIT EXTENDED / BILLING PRIVILEGES

Companies without credit will be requested to fully prepay prior to arrival.

Credit applications must be received and approved a minimum of 4 weeks before first arrival. Invoices are payable within 30 days of invoice date. Credit will be subject to review if credit terms are not met as stated and can be withdrawn at any time. All guests are responsible for payment of their incidentals at checkout, subject to our normal credit policies. Voucher acceptance is only applicable if credit has been approved. Your company name must be indicated on the voucher.

Accounting contact:

|         |                                |
|---------|--------------------------------|
| Contact | Nadia Litzler                  |
| Tel     | +41 61 555 3519                |
| Fax     | +41 61 555 3970                |
| E-Mail  | accounting.basel@swissôtel.com |

Le Plaza Basel-Stadt AG  
Messeplatz 25  
Postfach 373  
4005 Basel

|          |                       |
|----------|-----------------------|
| Bank:    | UBS                   |
| Account: | 0230-151243.01E       |
| IBAN:    | CH210023023015124301E |
| SWIFT:   | UBSWCHZH80A           |

Travel Company agrees to pay all invoice statements upon receipt. Accounts not paid within 30 days of the date of the invoice will be charged interest in the amount of 1.5 % per month (19.6% per annum), and billing privileges will be suspended by each Swissôtel branded property. If payment delay is not respected the hotel reserves the right to suspend credit privileges and to switch on to full prepayment. Gratuities/service charges/resort levy and taxes are applicable to all FIT Tour reservations. The Travel Company will be responsible for the payment of gratuities, service charges/resort levy and should include all such charges when costing packages for its clients.

#### PREPAYMENT

Full pre payment is due 7 days before the client's arrival.

Short Lead FIT Reservations must be prepaid in full 48 hours prior to the scheduled arrival and payment shall be made by certified check or valid credit card. In the event that prepayment is not received within the time periods set out above, full payment will be requested from the guest at the time of arrival at hotels full rack rate of the day.

#### FOREIGN CURRENCY

Deposit and final payment funds received in foreign currency will be converted to Swiss Franc based on the current rate of exchange at the time of receipt by the Hotel.

#### INCIDENTAL CHARGES

It is the Hotel policy that guests leave a credit card imprint with the front desk before signing privileges on incidentals will be extended. At the time of check-in, the front desk will also pre-authorize the credit card, based on the length of the client's reservation.

#### **CANCELLATION POLICY**

Cancellations of each confirmed room reservation will be accepted with payment of the following penalties (for small groups, different policy applies):

Cancellation Date:

|  |                         |
|--|-------------------------|
| 24 hours or more prior to arrival date | No penalty              |
| Within 24 hours prior to arrival       | First Night of the stay |

Cancellation must be sent in writing to the Hotel's reservations

#### **NO SHOWS, EARLY DEPARTURES**

For no shows or early departures, Travel Company must reimburse for the full cost of the scheduled stay.

#### **INDEMNITY**

The Travel Company shall indemnify and hold the Hotel and any of its parents, subsidiaries, affiliates, officers, directors, employees, agents and representatives forever harmless from, and against, any and all personal injury, property damage, loss, liability or claim of liability, expenses, fines and penalties including reasonable legal fees caused by: a) a material breach of this Agreement by Travel Company, its agents, employees or representatives or b) any negligent act, error or omission by Travel Company, its agents, employees or representatives.

The Hotel shall indemnify and hold the Travel Company and any of its parents, subsidiaries, affiliates, officers, directors, employees, agents and representatives forever harmless from, and against, any and all personal injury, property damage, loss, liability or claim of liability including reasonable legal fees caused by: a) any material breach of the Agreement by Hotel, its agents, employees or representatives, or b) any negligent act, error or omission by Hotel, its agents, employees or representatives.

This indemnification provision shall survive the termination or expiration of the Agreement.

#### **INTELLECTUAL PROPERTY**

The Travel Company is granted the right to display the trademarks, trade names, images, photographs, logos, and copyrighted works of the Hotel (the "Hotel Marks") provided by the Hotel during the term of this Agreement for the sole purpose of promoting the Hotel with the Travel Company's brochure for distribution to its customers and clients.

This Agreement does not convey to Travel Company any right, title or interest in the Hotel Marks or any trademark, trade name or logo belonging to Swissôtel ("Swissôtel Marks"). Hotel and Swissôtel each retain all right, title and interest in and to the Hotel Marks and Swissôtel Marks, respectively.

The Travel Company shall not take any action that would in any way impair the proprietary rights of the Hotel in the Hotel Marks or of Swissôtel in the Swissôtel Marks.

The Travel Company shall submit all printed descriptive and /or advertising copy pertaining to the Hotel or Swissôtel for review, no later than 14 days prior to printing or publication. Either the Hotel or a representative of Swissôtel will follow up with the Travel Company directly if any changes are required.

The Travel Company agrees to list the Hotel in its brochure and include a color photo when possible. The Hotel will provide exterior and room interior slides for brochure upon request.

Swissôtel reserves the right to start renovation within the hotel in order to improve security and comfort. Swissôtel will inform its partners regarding the dates of the beginning of the renovation.

#### **DISTRIBUTION CHANNELS**

The Hotel may notify the Travel Company in writing that it reasonably believes that the nature, quality, or character of distribution channels of the rooms used by Travel Company or its affiliates is harmful to the reputation and business of the Hotel or Swissôtel.

Within fifteen (15) days of receipt of such notice, Travel Company shall remove the Hotel's inventory from said distribution channel or other materials or collateral in accordance with the Hotel's instructions.

#### **FORCE MAJEURE**

If the Agreement becomes impossible to perform by either party due to acts of God, war, government regulations, disaster, strikes, civil disorder, curtailment of transportation facilities, or other emergencies making it illegal or impossible to provide the rooms, the Party affected shall notify the other Party immediately and the non-performing Party shall be excused from any further performance of its obligations (other than non-payment of monies) for the duration of such event provided that the reason for said termination is in effect in Basel or the immediate surrounding area.

**TERMINATION**

If either party materially breaches the Contract, the other party may terminate the Contract on 30 days written notice, provided that the party at fault will have had 15 days to cure such breach, after having received written notice to do so.

**MISCELLANEOUS**

This Agreement is made and will be performed in Switzerland, and shall be governed by and constructed in accordance with Swiss law, excluding its conflict of law rules. By executing this Agreement, you consent to the exercise of personal jurisdiction over it by, and venue in, the courts of Switzerland. Any legal action in connection with this Agreement shall be brought and maintained only in Switzerland. In the event of litigation arising from or associated with this Agreement, we agree that the prevailing party shall recover its reasonable attorney's fees and any costs incurred.

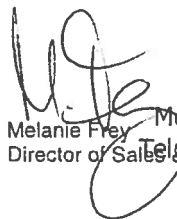
The Travel Company may not assign this Agreement or any of its rights under this Agreement without the Hotel's prior written consent. The Travel Company further agrees that any change in its corporate or business ownership structure, whether by merger, amalgamation, take-over or otherwise, shall not serve to cancel, modify or in any way reduce its obligations under this Agreement and this Agreement shall remain in full force and effect with respect to the Travel Company and successor entity.

**ACCEPTANCE**

In order to confirm the arrangements set forth herein, this Agreement should be received by the Hotel within fifteen days after receipt, in order to guarantee this Tour Rate Proposal. After the Travel Company has had an opportunity to review and approve this Agreement, please sign and return the additional enclosed copy directly to:

For: World Avenues S.A. Travel Services  
Signed:

For: Le Plaza Basel-Stadt AG  
Signed:



**SWISSÔTEL Le Plaza**  
Le Plaza Basel-Stadt AG

Name: Melanie Frey  
Title: Director of Sales & Marketing

Messeplatz 25 • Postfach 373 • CH-4005 Basel  
Tel: +41 61 555 3333 • Fax: +41 61 555 3970

Date:

CHE-207.765.808 MWST  
UBS AG Basel • IBAN: CH210023023015124301E



**EXHIBIT A: MARKS**

- Swissotel
- Swissotel Kids Room
- Swiss Advance Saver
- Swiss Saver
- Pürovel
- Book Smart, Stay Smart
- Swiss Advantage
- Swiss Business Executive Rooms
- Swiss Business Deal
- Swiss Business Advantages
- Swiss Meetings Advantages