

FIT Net Agreement 2017

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

Notices

34. 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

35. This Agreement shall be governed by the substantive laws of France.
36. 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 SA Travel Services

By: _____

Name: Tarek Elbially

Title: Contracting Manager



Radisson Blu Hotel at Disneyland® Paris

By: _____

Name: Virginie Thevenet

Title: Hotel Manager

By: _____

Name: Stéphanie Foëzon

Title: Director of Sales & Marketing

Hotel Information

Rate Information

Tax Information:

City Tax: 2.25 euros/adult Included in the rate: ☐ Yes ☒ No

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.

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:

Rates are inclusive of buffet breakfast and taxes and are non commissionable. City Tax is excluded.
Last date included.

Availability

1. Rates are available subject to availability; HOTEL will confirm based on reservation requests received.
2. Rates are available on a free-sale basis. The HOTEL may stop sell by sending a mail to stopsales@world-avenues.ch (please fill the blank).
3. Rates are available as per the Allocation Schedule below.

☐ Yes ☒ No☒ Yes ☐ No☐ Yes ☒ No

Allocation Schedule

Minimum stay

Dates (DD/MM/YY)	
15/04/17	Minimum stay 2 nights
29/04/17	Minimum stay 2 nights
27/05/17	Minimum stay 2 nights
03/06/17	Minimum stay 2 nights
31/12/17	Minimum stay 3 nights

Rate Seasons (based on Standard Rooms)

<u>Seasons</u>	<u>Dates (DD/MM/YY)</u> (All dates are inclusive of nights stay)	<u>Standard room</u> <u>Single</u> <u>occupancy</u> <u>per room</u>	<u>Standard room</u> <u>Double or</u> <u>Triple</u> <u>occupancy</u> <u>per room</u>	<u>Family room</u> <u>(Quad occupancy)</u> <u>per room</u>	<u>Quad room</u> <u>(Quad occupancy)</u> <u>per room</u>	<u>Family Connecting</u> <u>(2 connected rooms)</u> <u>per room</u>
	Max occupancy	1 ad+1 infant	3 ad+1 infant	2 ad+2 children+1 infant	4 adults + 1 infant	8 adults + 2 infants
Very Low season	02/01/17-10/02/17 26/02/17-03/03/17 05/03/17-10/03/17 12/03/17-17/03/17 19/03/17-24/03/17 26/03/17-30/03/17 01/10/17 ; 08/10/17 ; 15/10/17 05/11/17-09/11/17 12/11/17-17/11/17 19/11/17-24/11/17 26/11/17-01/12/17 03/12/17-07/12/17 10/12/17-21/12/17	95	115	125	135	229
Low season	11/02/17-16/02/17 19/02/17-25/02/17 04/03/17 ; 11/03/17 23/04/17-27/04/17 01/05/17 ; 08/05/17 ; 14/05/17 ; 21/05/17 05/06/17 ; 11/06/17 ; 18/06/17 10/09/17 ; 17/09/17 ; 24/09/17 10/11/17-11/11/17 18/11/17 ; 25/11/17 ; 02/12/17 08/12/17-09/12/17	125	135	155	165	289
Mid Season	17/02/17-18/02/17 18/03/17 ; 25/03/17 ; 28/04/17 02/05/17-05/05/17 09/05/17-12/05/17 15/05/17-19/05/17 22/05/17-24/05/17 06/06/17-09/06/17 12/06/17-16/06/17 11/09/17-15/09/17 18/09/17-22/09/17 25/09/17-29/09/17 02/10/17-06/10/17 09/10/17-13/10/17 16/10/17-19/10/17	145	155	175	195	349
High Season	01/01/17 31/03/17-22/04/17 29/04/17-30/04/17 06/05/17-07/05/17 13/05/17 ; 20/05/17 25/05/17-04/06/17 10/06/17 ; 17/06/17 25/06/17-30/06/17 27/08/17-09/09/17 16/09/17 ; 23/09/17 ; 30/09/17 07/10/17 ; 14/10/17 20/10/17-04/11/17 22/12/17-30/12/17	155	165	195	225	439
Very High Season	19/06/17-24/06/17 01/07/17-26/08/17	185	195	225	255	569
31/12/2017	31/12/2017	285	295	325	355	819

Month	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
Jan	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
Feb	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T			
Mar	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
Apr	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
May	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W
Jun	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	
Jul	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M
Aug	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
Sep	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
Oct	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
Nov	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	
Dec	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S

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

- 1) Stay 2 nights, save 10% on the stay
All rooms (except connecting room) all seasons
- 2) Stay 3 nights and more, save 15% on the stay
All rooms (except connecting room) all seasons
- 3) Save 20% on your stay!
With non-refundable conditions (no cancellations and no modifications are allowed : 100% fees)
All rooms, all seasons
Release of 7 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. 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 the 14th to the 19th (3 pm) of May 2017
From the 12th to the 17th (3 pm) of November 2017

Contact Details:**Sales Department Contact Details**

Name: Stéphanie FOËZON Position: Director of Sales & Marketing
Email: Stephanie.foezon@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: fit.golfresort.paris@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: fit.golfresort.paris@radissonblu.com

☐ Other:

Accounts Department Contact Details

Name: Ludmila Beaudet Position: Financial Controller
Email: 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 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, 2,25 EUR/person above 12 y.o and per day. Breakfast NOT included.

Annex 3
FIT rates - 2017
Junior Suites and Suites FIT rates
ON REQUEST

Rate Seasons – Net Rates:

Seasons	Dates (DD/MM/YY) (All dates are inclusive of nights stay)	Junior Suite per room	One-Bedroom Suite per room
	Max occupancy	3 ad + 1 chd +1 infant	3 ad + 1 chd +1 infant
Very Low season	02/01/17-10/02/17 ; 26/02/17-03/03/17 05/03/17-10/03/17 ; 12/03/17-17/03/17 19/03/17-24/03/17 ; 26/03/17-30/03/17 01/10/17 ; 08/10/17 ; 15/10/17 05/11/17-09/11/17 ; 12/11/17-17/11/17 19/11/17-24/11/17 ; 26/11/17-01/12/17 03/12/17-07/12/17 ; 10/12/17-21/12/17	169	209
Low season	11/02/17-16/02/17 19/02/17-25/02/17 04/03/17 ; 11/03/17 23/04/17-27/04/17 01/05/17 ; 08/05/17 ; 14/05/17 ; 21/05/17 05/06/17 ; 11/06/17 ; 18/06/17 10/09/17 ; 17/09/17 ; 24/09/17 10/11/17-11/11/17 18/11/17 ; 25/11/17 ; 02/12/17 08/12/17-09/12/17	199	239
Mid Season	17/02/17-18/02/17 18/03/17 ; 25/03/17 ; 28/04/17 02/05/17-05/05/17 ; 09/05/17-12/05/17 15/05/17-19/05/17 ; 22/05/17-24/05/17 06/06/17-09/06/17 ; 12/06/17-16/06/17 11/09/17-15/09/17 ; 18/09/17-22/09/17 25/09/17-29/09/17 02/10/17-06/10/17 ; 09/10/17-13/10/17 16/10/17-19/10/17	249	289
High Season	01/01/17 31/03/17-22/04/17 29/04/17-30/04/17 06/05/17-07/05/17 13/05/17 ; 20/05/17 25/05/17-04/06/17 10/06/17 ; 17/06/17 25/06/17-30/06/17 27/08/17-09/09/17 16/09/17 ; 23/09/17 ; 30/09/17 07/10/17 ; 14/10/17 20/10/17-04/11/17 22/12/17-30/12/17	289	329
Very High Season	19/06/17-24/06/17 01/07/17-26/08/17	389	429
31/12/17	31/12/2017	499	539

Breakfast Included in the rate: Hot Buffet Breakfast.

City Taxes excluded (2,25€ per adult per stay).

Maximum Occupancy:

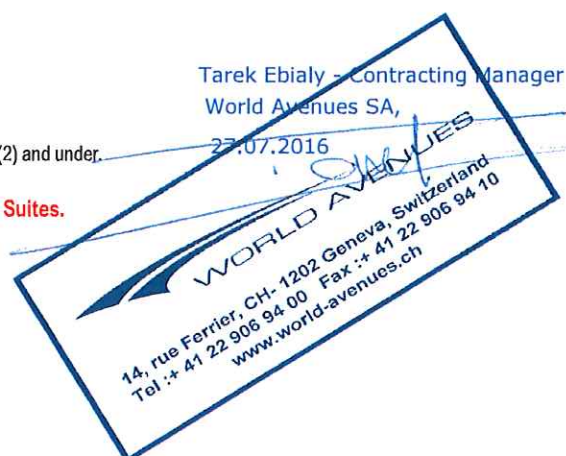
Junior suite and Suites: 2 adults + 2 children OR 1 adult + 3 children OR 3 adults + 1 child

Children aged 12 and above are considered adults. A child is aged 3-11 and an infant aged two (2) and under.

Special offers such as Stay 2 Nights save 10 % don't apply to Junior Suites and Suites.

Free sales or allocations don't apply to Junior Suites and Suites.

They are on request, upon availability.



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This Agreement is entered into this 15th day of June 2016.

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 SA Travel Services, a company registered in Switzerland with registered number 960 32 996, 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 *twenty-five percent (25%)* 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 04/05/16, cancellation is permitted without fees before 16.00 on the 01/05/16.**
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 or if we identify "hidden" groups, 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 *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.

Duty of Care

21. 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

22. 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.

Indemnity

23. 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.

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Confidentiality

24. 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.
25. 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

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

Term and Termination

27. This Agreement shall commence on the date of its execution by both parties and shall continue until 31st December, 2017 *The term of the agreement shall not exceed one year.*
28. 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.
29. 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

30. 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

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

Entire Agreement & language

32. 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.