



THE GATE COLLECTION
LUXURY & LIFESTYLE HOTELS

Paris, the 3rd of August 2018

PARTNERSHIP AGREEMENT – ADDENDUM THE GATE COLLECTION

Contracts: FIT or dynamic rates

Validity: from the 1st of August 2018 to the 31st of March 2020

Hotels: Hotel du Collectionneur, Les Jardins du Marais, Le Patio Bastille

Paragraph G of Partnership Agreement "Additional Terms and Conditions" is cancelled and replaced by the one mentioned below, namely:

G. ADDITIONAL TERMS AND CONDITIONS:

(a) UNAVAILABILITY OF ROOMS: On occasions due to unanticipated circumstances, the Hotel may not have rooms available for all guests who wish to check-in on a particular night. While the Hotel will use reasonable efforts to avoid such situation impacting the Client, in the event any guest with a confirmed reservation cannot be accommodated by the Hotel, the Hotel will provide the following:

- Accommodations at a comparable hotel as close as possible, for the first night the guest is displaced from the Hotel.
- One complimentary round-trip ground transportation between the Hotel and the alternate hotel.
- The Hotel will make necessary arrangements for the displaced guest's telephone messages and mail to ensure that they are properly forwarded.
- The Client will receive credit for any guests displaced toward its pick up for purposes of this agreement.
- If a room becomes available at the Hotel for the displaced guest and the guest elects not to return to the Hotel, the Hotel will have no further obligations under this clause.
- When a room becomes available at the Hotel and the displaced guest returns, the Hotel will provide upgraded accommodations if available and provide the guest with a welcome expression from the General Manager.

(b) TAX AND OTHER CHANGES: Hotel reserves the right to change the rates in case of changes in applicable government taxes, fees or assessments as well as any changes in applicable labor or service charges or fees.

Following the legal deliberation of the Council of the City of Paris dated February 13th, 2015, the increase of local taxes has been voted. From March 1st 2015, it is €3.3 per night per person.

(c) RATES NOT APPLICABLE TO GROUP BOOKINGS. Rates are applicable only for individual bookings. Conference and Group rates may vary based on the hotel availability for the required period.

(d) CONFIDENTIALITY. Partner will not disclose Hotel Confidential Information to any third party (except with respect to contractors or travel agents providing travel management services to Partner who have signed agreements requiring them to keep the Hotel Confidential Information confidential and to not use or disclose it to third parties or for their own benefit). "Hotel Confidential Information" shall include Hotel's non-published, prospective and current service offerings and rates.

(e) TERMINATION: Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party.

(f) JURISDICTION AND GOVERNING LAW: Legal disputes in relation to the interpretation or use of this Agreement shall be settled before the courts in the city and country where the Hotel is located (or the closest available) and the laws of the country where the Hotel is located shall be the governing law.

**(g) BtoB:**

Rates must be distributed to BtoB partners only. Any non-packaged online B2C distribution is strictly forbidden. The Partner is the entirely responsible for controlling the direct or indirect distribution of the Hotel, and the Hotel conducts regular test bookings on various B2C online resellers. Any infringement to this clause will lead to the immediate cancellation of the contract. The hotel reserves the right to claim damages & interests for any prejudice suffered (direct & indirect) by the hotel due to a contract violation.

(h) MISCELLANEOUS: Except for an assignment to any parent corporation, subsidiary or successors-in-interest to either party (excluding competitors of the other party), neither party may assign any rights, duties, obligations or privileges under this Agreement without the written consent of the other party.

Mention “Read and approved”

Signature:

Alaa Huseen