

WHOLESALE CONTRACT

WORLD AVENUES SA – Travel Services



WORLD AVENUES SA – Travel Services

**From January 1st, 2017
Until December 31st, 2017**

Between:

Company Name: World Avenues SA – Travel Services
Address: 14, Rue Ferrier, CH-1202 Geneva – Switzerland
Telephone: +41 (0) 2 25 48 12 11
Fax: +41 (0) 2 29 06 94 10
Sales Contact: Mr. Tarek Elbialy – Contracting Manager – contracting@world-avenues.ch
Freesale contact: Mr. Tarek Elbialy - Contracting Manager - stopsales@world-avenues.ch

And:

Company Name: Shangri-La Hotel, Paris
Address: 10, Avenue d'Iéna - 75 116 Paris – France
Telephone: +33 (0) 1 53 67 19 98
Fax: +33 (0) 1 53 67 19 65

Sales Team Contact: Mr Roger Maroun – Sales Manager Middle East – Africa & Turkey
roger.maroun@shangri-la.com / +33 (0) 1 53 67 19 71

Hotel Reservations: reservations.slpr@shangri-la.com / +33 (0) 1 53 67 19 64

WHOLESALE AGREEMENT

Any agreed special terms and conditions contained in the present contract (hereinafter the "contract") shall prevail over the standard terms and conditions.

It is indicated that, in the event of any conflict between these standard terms and conditions and the special terms and conditions set forth in the Contract, the latter shall prevail.

1. **Validity Term:** From January 1st 2017 until December 31st 2017.
2. **2017 Negotiated net Rates inclusive American Breakfast – (Appendix 1):**
 - Please refer to Appendix 1 for your preferred rooms and suites rates.

The preferred rates are net, in Euros including VAT, services charge and American Breakfast for two guests.

The local City Tax is in supplement at 4.40€ per person adult per day. Should the amount of the local City Tax be modified, depending on the official government decision, we will apply it accordingly.

They preferred rates apply for a maximum of 3 guest rooms per night per Wholesaler contract.

The "Published Rate" is given as an indication of the highest "Best Available Rate" or BAR during the period of the contract. The Hotel reserves the right to modify the proposed prices in the event of any legislative and/or regulatory change likely to cause a change in its prices (change in the applicable VAT rate, creation of a new tax, etc.).

Notwithstanding the Rates and Taxes specified in this Agreement, the Hotel shall have the right to give Notice to the Wholesaler of any change that may apply to the prevailing rates of Service charges and taxes by whatever name called and specify the date when such change shall become effective. On receipt of such a Notice, the Wholesaler shall be liable for the payment of the revised rates of service charge or taxes.

No commission is payable to any person on the mentioned rate, service charges and taxes.

3. **2017 Negotiated Room Only net Rate – (Appendix 2):**
 - Please refer to Appendix 2 for your preferred rooms and suites rates.

The preferred rates are net, in Euros including VAT, services charge and are room only rate.

The local City Tax is in supplement at 4.40€ per person adult per day. Should the amount of the local City Tax be modified, depending on the official government decision, we will apply it accordingly.

They preferred rates apply for a maximum of 3 guest rooms per night per Wholesaler contract.

The "Published Rate" is given as an indication of the highest "Best Available Rate" or BAR during the period of the contract. The Hotel reserves the right to modify the proposed prices in the event of any legislative and/or regulatory change likely to cause a change in its prices (change in the applicable VAT rate, creation of a new tax, etc.).

Notwithstanding the Rates and Taxes specified in this Agreement, the Hotel shall have the right to give Notice to the Wholesaler of any change that may apply to the prevailing rates of Service charges and taxes by whatever name called and specify the date when such change shall become effective. On receipt of such a Notice, the Wholesaler shall be liable for the payment of the revised rates of service charge or taxes.

No commission is payable to any person on the mentioned rate, service charges and taxes.

4. **Event Dates:**

Any reservation made during « Event Dates » will be subject to special conditions. A list of these dates is provided as indication only, and is susceptible to be modified by the organizers of the said-events.

If a reservation is made prior to the modification of the dates of an event, and the period is no longer considered as "Event Dates", the more favorable conditions shall be applied to the Client. If the reservation is made after the modification of the dates of an event, and the period is then considered as an "Event Dates", then the special "Event Dates" conditions shall apply.

5. Condition of preferred net rates

All contracted net rates should not be sold directly to the client and/or sold and should always be packaged with meals, transfers and/or airfare and are accorded by the Hotel on the condition that the rates are marked up by at least 30%, in order to follow the best rate guarantee policy of our brand.

All contracted net rates are confidential and they should not be disclosed, directly or indirectly, unless explicit written approval is given by the Hotel.

Should the rate but sold without being packaged, the contracted rates are not applicable. Instead the Hotel's BAR (Best Available Rates) will apply. A 20% commission/discount on our BAR will be accorded by the Hotel on the condition that the rates are marked up by at least 25%. The 20% commission/discount is not applicable during event dates; instead a 10% commission/discount will be applicable on the event dates.

All preferred rates should not be sold to any third party internet websites. Violation of these conditions shall render the agreement null and void. In any case, all contracted net rates are not to be sold to any third party internet websites such as the following partners: AMOMA, PRESTIGIA, HOTELING. The above list is not comprehensive and can be modified anytime.

Should reservations come through via any of the above mentioned travel sites or any third party internet websites, Shangri-La Hotel, Paris will not honor the reservation and should the client arrive and check-in we will charge back to the Wholesaler the full stay amount based on the BAR of the day.

6. Free Sales – (i.e. Appendix 3):

- Please refer to Appendix 4 for your exclusive Free Sales conditions. Please be informed of the below release dates per season, any rooms and suites outside the freesale shall be offered upon request only:
 - Freesale-Low Season release date: 3 days prior to arrival date
 - Freesale-Shoulder Season release date: 5 days prior to arrival date
 - Freesale-High Season release date: 7 days prior to arrival date

The hotel reserves the right to ask an anticipated release of the rooms on freesales, if the said-rooms have not yet been allocated.

Each time the Hotel wants to close the allotment, the Hotel will send an email to the designated contact named on the 1st page of the contract or by default the Wholesaler Sales Contact. The Wholesaler shall give back the room to the Hotel's inventory immediately after reception of the email.

If a reservation is made on the freesales room before the email is sent, the hotel shall maintain its commitment and shall confirm the Wholesaler's reservation.

Both parties shall meet at the latest 6 months after the start of the contract (1st of June 2017). At the term of this period, the Hotel reserves the right to redefine the terms and conditions of the contract in case of non-materialization by the Wholesaler of the agreed volume of room nights during the first period.

7. Reservations Conditions :

Room Occupancy:

- From Superior to Deluxe Room, maximum room occupancy is 2 guests.
- Upon request, an extra bed for a third person is possible from the Premier Room category and above.
- Supplement for 3rd person (Starting from 12 years old) in the room is 150€.
- Baby cot is available free of charge and upon request, starting from the Deluxe Room category.

- Connecting rooms are available on request only and upon availability at time of booking.

Suite Occupancy:

- Maximum suite occupancy is 4 guests, with a maximum of 3 adults or 2 adults and 2 children under 12 years old.
- Supplement for 3rd person (Starting from 12 years old) in the suite is 150€.
- The allowed 4th person should be under 12 years old and is therefore not chargeable of any additional fee.
- Baby cot is available free of charge and upon request, starting from the Deluxe Room category.
- Connecting rooms and suites are available on request only and upon availability at time of booking..

Arrival and Departure:

- **Check-in time:** Rooms are available from 3:00 PM on the day of arrival
In case of an early arrival, it is suggested to reserve the room for the prior night to guarantee immediate access.
- **Check-out time:** Rooms must be released before noon (12:00 PM) on the day of departure
Similarly, in case of a late departure, it is suggested to reserve an additional night in order to guarantee access to the room until the guest leaves the Hotel.

Client Information:

The names, flight details, arrival and departure date for each individual must be provided at least eight days prior to the arrival date of the Client.

8. Non Smoking Policy:

We wish to inform you that the Hotel, Paris is exclusively non-smoking.

The Hotel reserves the right to charge a one night fee for cleaning if the smell of tobacco is detected in the room.

9. Payment Conditions

Payment will be made in Euros.

- Full pre-payment for each reservation shall be made by the Wholesale at least 7 days before arrival. The Hotel reserves the right to cancel the reservation of any reserved rooms that have not been fully pre-paid for.

SPECIAL BENEFITS AND AMENITIES

As we understand how important connectivity, efficiency and comfort are to our guests, we have designed a set of amenities and benefits to help enhance your clients stay at our property.

Shangri-La Hotel, Paris Benefits include:

- Hotel Direct Reservation Department available to answer all of your reservations needs via email at reservations.slpr@shangri-la.com or via telephone: +33 (0) 1 53 67 19 64.
- Free Wi-Fi access in all hotel rooms, public areas and limousines for complete connectivity.
- Complimentary amenities including:
 - Daily refreshed fruit basket
 - White Fragrance tea that will be served in the room upon arrival.
 - Coffee / tea-making facilities in all guestrooms
 - PressReader service (unlimited access to over 2,000 digital newspapers and magazines),
 - Access to our CHI, the Spa facilities to provide travelers with the conveniences of home including hamman, fitness and 16m*5m swimming pool bathed in natural daylight.
 - Personalized in-room check-in for both rooms & suites.
- Invitation to enroll in our Golden Circle loyalty program. After staying 20 qualifying nights in a year, your guest will be upgraded to Jade membership and to Diamond membership after 50 qualifying nights.

Shangri-La Hotel, Paris Honeymoon and Birthday/Anniversary Amenities:

For every guest enjoying their Honeymoon or Birthday/Anniversary at Shangri-La Hotel, Paris we are happy to include in the room the following amenities:

- Bottle of Champagne
- Signature Amenity created by our Chef

The above amenities are extended on the understanding that the Wholesaler has verified information with the guest. The Hotel may reserve the right to ask the Wholesaler for valid documents in case of dispute.

Guaranteed Twin Bedroom:

- Guaranteed Twin bedroom at time of booking in the Superior Room, Deluxe Room, Premier Room and Deluxe Suite categories.

APPENDIX 1 – PREFERRED WHOLESALERS NET RATES – INCLUSIVE AMERICAN BREAKFAST

Season Starting Date End Date (including)	Low Season		Shoulder Season		High Season		Shoulder Season		High Season		Low Season	
	January 3, 2017 March 31, 2017	590 € 640 €	April 1, 2017 May 17, 2017	670 € 715 €	May 18, 2017 July 11, 2017	840 € 920 €	July 12, 2017 July 31, 2017	670 € 715 €	September 3, 2017 October 11, 2017	840 € 920 €	August 1, 2017 September 2, 2017	590 € 640 €
Room Category	2017 Negotiated Net Rate inclusive breakfast for 1 or 2 guests											
Superior Room	2017 Published Rate	1,675 €										
Deluxe Room		1,725 €										
Premier Room		1,775 €										
Eiffel Tower view Room		2,000 €										
Terrace Eiffel Tower view Room		2,200 €										
Deluxe Suite		2,225 €										
Duplex Suite		2,325 €										
Suite Eiffel vue partielle		2,700 €										
Terrace Suite		3,200 €										
Duplex Eiffel Tower view Suite		3,775 €										
Duplex Terrace Eiffel Tower view Suite		4,275 €										
Terrace Eiffel Tower view Suite		5,175 €										

Season Starting Date End Date (including)	June 18, 2017 June 24, 2017		July 2, 2017 July 5, 2017		September 26, 2017 October 1, 2017		December 30, 2017 January 1, 2018	
	Event Dates	2017 Negotiated Net Rate inclusive breakfast for 1 or 2 guests	Event Dates	2017 Negotiated Net Rate inclusive breakfast for 1 or 2 guests	Event Dates	2017 Negotiated Net Rate inclusive breakfast for 1 or 2 guests	Event Dates	2017 Negotiated Net Rate inclusive breakfast for 1 or 2 guests
Room Category	2017 Negotiated Net Rate inclusive breakfast for 1 or 2 guests							
Superior Room		1,200 €		1,200 €		1,200 €		1,200 €
Deluxe Room		1,260 €		1,260 €		1,260 €		1,260 €
Premier Room		1,310 €		1,310 €		1,310 €		1,310 €
Eiffel Tower view Room		1,520 €		1,520 €		1,520 €		1,520 €
Terrace Eiffel Tower view Room		1,680 €		1,680 €		1,680 €		1,680 €
Deluxe Suite		1,690 €		1,690 €		1,690 €		1,690 €
Duplex Suite		1,700 €		1,700 €		1,700 €		1,700 €
Suite Eiffel vue partielle		2,050 €		2,050 €		2,050 €		2,050 €
Terrace Suite		2,420 €		2,420 €		2,420 €		2,420 €
Duplex Eiffel Tower view Suite		2,630 €		2,630 €		2,630 €		2,630 €
Duplex Terrace Eiffel Tower view Suite		3,050 €		3,050 €		3,050 €		3,050 €
Terrace Eiffel Tower view Suite		3,470 €		3,470 €		3,470 €		3,470 €

The preferred rates are net, in Euros including VAT, services charge and American Breakfast for two guests.

The local City Tax is in supplement at 4.40€ per person adult per day.

Should the amount of the local City Tax be modified, depending on the official government decision, we will apply it accordingly.

APPENDIX 2 – PREFERRED WHOLESALERS NET RATES – ROOM ONLY RATE

Room Category	Season Starting Date End Date (including) 2017 Published Rate	Low Season		Shoulder Season		High Season		Shoulder Season		Low Season		High Season	
		January 3, 2017 March 31, 2017	540 €	April 1, 2017 May 17, 2017	620 €	May 18, 2017 July 11, 2017	790 €	July 12, 2017 July 31, 2017	620 €	August 1, 2017 September 2, 2017	540 €	September 3, 2017 October 11, 2017	790 €
Superior Room	1,675 €	540 €	620 €	790 €	620 €	790 €	620 €	790 €	620 €	540 €	790 €	540 €	790 €
Deluxe Room	1,725 €	590 €	665 €	730 €	870 €	945 €	665 €	730 €	665 €	590 €	870 €	590 €	870 €
Premier Room	1,775 €	660 €	730 €	940 €	1,070 €	1,350 €	730 €	940 €	730 €	660 €	945 €	660 €	945 €
Eiffel Tower view Room	2,000 €	870 €	940 €	1,070 €	1,350 €	1,600 €	940 €	1,070 €	940 €	870 €	1,200 €	870 €	1,200 €
Terrace Eiffel Tower view Room	2,200 €	990 €	1,070 €	1,350 €	1,600 €	1,840 €	1,070 €	1,350 €	1,070 €	990 €	1,350 €	990 €	1,350 €
Deluxe Suite	2,225 €	1,000 €	1,080 €	1,360 €	1,600 €	1,840 €	1,080 €	1,360 €	1,080 €	1,000 €	1,360 €	1,000 €	1,360 €
Duplex Suite	2,325 €	1,090 €	1,160 €	1,410 €	1,770 €	2,190 €	1,160 €	1,410 €	1,160 €	1,090 €	1,470 €	1,090 €	1,470 €
Suite Eiffel vue partielle	2,700 €	1,310 €	1,410 €	1,840 €	2,190 €	2,520 €	1,840 €	2,190 €	1,840 €	1,310 €	2,520 €	1,310 €	2,520 €
Terrace Suite	3,200 €	1,790 €	2,000 €	2,310 €	2,730 €	3,210 €	2,000 €	2,310 €	2,000 €	1,790 €	2,730 €	1,790 €	2,730 €
Duplex Eiffel Tower view Suite	3,775 €	2,000 €	2,310 €	2,730 €	3,210 €	3,700 €	2,310 €	2,730 €	2,310 €	2,000 €	3,210 €	2,000 €	3,210 €
Duplex Terrace Eiffel Tower view Suite	4,275 €	2,260 €	2,310 €	2,730 €	3,210 €	3,700 €	2,730 €	3,210 €	2,730 €	2,260 €	3,210 €	2,260 €	3,210 €
Terrace Eiffel Tower view Suite	5,175 €	2,680 €	2,730 €	3,210 €	3,700 €	4,275 €	3,210 €	3,700 €	3,210 €	2,680 €	3,700 €	2,680 €	3,700 €

Room Category	Season Starting Date End Date (including) 2017 Published Rate	June 18, 2017 June 24, 2017		July 2, 2017 July 5, 2017		September 26, 2017 October 1, 2017		December 30, 2017 January 1, 2018	
		Event Dates	1,200 €	Event Dates	1,200 €	Event Dates	1,200 €	Event Dates	1,200 €
Superior Room	1,675 €	1,200 €	1,200 €	1,200 €	1,200 €	1,200 €	1,200 €	1,200 €	1,200 €
Deluxe Room	1,725 €	1,260 €	1,260 €	1,260 €	1,260 €	1,260 €	1,260 €	1,260 €	1,260 €
Premier Room	1,775 €	1,310 €	1,310 €	1,310 €	1,310 €	1,310 €	1,310 €	1,310 €	1,310 €
Eiffel Tower view Room	2,000 €	1,520 €	1,520 €	1,520 €	1,520 €	1,520 €	1,520 €	1,520 €	1,520 €
Terrace Eiffel Tower view Room	2,200 €	1,680 €	1,680 €	1,680 €	1,680 €	1,680 €	1,680 €	1,680 €	1,680 €
Deluxe Suite	2,225 €	1,690 €	1,690 €	1,690 €	1,690 €	1,690 €	1,690 €	1,690 €	1,690 €
Duplex Suite	2,325 €	1,700 €	1,700 €	1,700 €	1,700 €	1,700 €	1,700 €	1,700 €	1,700 €
Suite Eiffel vue partielle	2,700 €	2,050 €	2,050 €	2,050 €	2,050 €	2,050 €	2,050 €	2,050 €	2,050 €
Terrace Suite	3,200 €	2,420 €	2,420 €	2,420 €	2,420 €	2,420 €	2,420 €	2,420 €	2,420 €
Duplex Eiffel Tower view Suite	3,775 €	2,630 €	2,630 €	2,630 €	2,630 €	2,630 €	2,630 €	2,630 €	2,630 €
Duplex Terrace Eiffel Tower view Suite	4,275 €	3,050 €	3,050 €	3,050 €	3,050 €	3,050 €	3,050 €	3,050 €	3,050 €
Terrace Eiffel Tower view Suite	5,175 €	3,470 €	3,470 €	3,470 €	3,470 €	3,470 €	3,470 €	3,470 €	3,470 €

The preferred rates are net, in Euros including VAT, services charge and are room only rate.

The local City Tax is in supplement at 4.40€ per person adult per day. Should the amount of the local City Tax be modified, depending on the official government decision, we will apply it accordingly.


WORLD AVENUES SA –
Travel Services
Shangri-La Hotel, Paris



Shangri-La hotel

PARIS

APPENDIX 3 – FREESALES

Season	Low Season	Shoulder Season	High Season	Shoulder Season	Low Season	High Season	Low Season
Starting Date	January 3, 2017	April 1, 2017	May 18, 2017	July 12, 2017	August 1, 2017	September 3, 2017	October 12, 2017
End Date (including)	March 31, 2017	May 17, 2017	July 11, 2017	July 31, 2017	September 2, 2017	October 11, 2017	December 29, 2017
Release Date	3	5	7	5	3	7	3

Superior Room	F	F	On request	F	F	On request	F
Deluxe Room	F	F	F	F	F	F	F
Premier Room	F	F	F	F	F	F	F
Eiffel Tower view Room	F	On request	On request	On request	F	On request	F
Deluxe Suite	F	F	F	F	F	F	F
Duplex Suite	F	F	F	F	F	F	F
Eiffel Suite with partial view	F	F	F	F	F	F	F

Season	June 18, 2017	July 2, 2017	September 26, 2017	December 30, 2017
Starting Date	June 24, 2017	July 5, 2017	October 1, 2017	January 1, 2018
End Date (including)	Event Dates	Event Dates	Event Dates	Event Dates
Release Date	Not Applicable	Not Applicable	Not Applicable	Not Applicable

Superior Room	On request	On request	On request	On request
Deluxe Room	On request	On request	On request	On request
Premier Room	On request	On request	On request	On request
Eiffel Tower view Room	On request	On request	On request	On request
Deluxe Suite	On request	On request	On request	On request
Duplex Suite	On request	On request	On request	On request
Eiffel Suite with partial view	On request	On request	On request	On request

-Kindly note that Event dates are on request only.

-Kindly note that all other rooms and suites categories are based on request only.

-F = Freesale available.

HOTEL ROOMS & SUITES CATEGORIES PRESENTATION



Superior Rooms Features:

- Spacious French style rooms by French designer Pierre-Yves Rochon
- Overlooking either the hotel courtyard or the Hotel glass cupola.
- Elegant marble bathrooms with bathtub and separate walk-in rainfall shower, fog-free mirror with integrated TV and luxury bathroom amenities.
- 36 sqm / 385 sqf



Deluxe Rooms Features:

- Spacious French-style bedrooms offering a refined Parisian atmosphere
- Natural wooden furniture with large working desk.
- Overlooking either the Hotel courtyard or the city.
- 40 sqm / 430 sqf



Premier Rooms Features:

- Large French-style bedrooms offering a seating area
- Natural wooden furniture with large working desk.
- Overlooking the hotel garden, the city or the Avenue d'Iéna
- 45 sqm / 485 sqf



Eiffel Tower view Rooms Features:

- Spacious bedrooms offering a large relaxing area, decorated in shades of blue and white.
- Natural wooden furniture with large working desk.
- Guaranteed unparalleled views over Paris' most famous landmark, the Eiffel Tower.
- 45 sqm / 485 sqf



Terrace Eiffel Tower view Rooms Features:

- Spacious and luxurious bedrooms offering a large relaxing area, decorated in shades of blue and white. Natural wooden furniture with large working desk.
- Private terrace with full view on the Eiffel Tower guaranteed at time of booking.
- 50 sqm / 535 sqf



Deluxe Suite:

- Luxury one bedroom suite with separate living area and sofa bed.
- French-style décor in shades of ecru, gold and white. Walk-in closet.
- Overlooking either the courtyard or the city.
- 60 sqm / 645 sqf



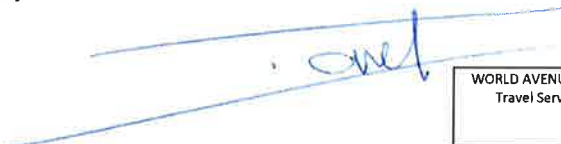
Duplex Suite

- Unique two level layout with a mezzanine, with one large bedroom and one living room
- French-style décor in shades of ecru, gold and white.
- Oversized walk-in closet and large working desk.
- Overlooking Paris city.
- 80 sqm / 860 sqf



Eiffel Suite with partial view:

- One-bedroom Suite with separate living area and sofa bed.
- French-style décor in shades of ecru, gold and white.
- Overlooks the hotel garden and the city of Paris, with a partial view of the Eiffel Tower.
- 60 sqm / 645 sqf of luxury.



HOTEL ROOMS & SUITES CATEGORIES PRESENTATION



Terrace Suite

- Luxury one bedroom suites with separate living area and sofa bed.
- French-style décor in shades of ecru, gold and white.
- Guaranteed private terrace with unique Parisian views on the city.
- 70 sqm / 750 sqf of luxury.



Duplex Eiffel Tower view Suite

- Unique two level layout with a mezzanine, with one large bedroom and oversized living room.
- French-style décor in shades of ecru, gold and white.
- Guaranteed clear views on the Eiffel Tower.
- 80 sqm / 860 sqf



Duplex Eiffel Tower view Suite

- Unique two level layout with a mezzanine, with one large bedroom and oversized living room.
- French-style décor in shades of ecru, gold and white.
- Guaranteed 30 sqm terrace offering unique views on the Eiffel Tower and the city of Paris.
- 70 sqm / 750 sqf



Terrace Eiffel Tower view Suite

- Located on the 6th Floor of the Hotel.
- Unique one-bedroom Suite with separate living area and sofa bed.
- French-style décor in shades of ecru, gold and white.
- Guaranteed view of the Eiffel Tower, the city of Paris and its monuments.
- 70 sqm / 750 sqf



La Suite Chaillot

- Located on the 5th Floor of the Hotel.
- Luxury 1-bedroom suite with living room and dining area for 4 to 6 guests.
- Unique contemporary design by Pierre-Yves Rochon.
- Guaranteed unparalleled views over Paris' most famous landmark, the Eiffel Tower and the city of Paris. Guaranteed large private corner terrace overlooking the Eiffel Tower.
- Can be connecting to an Eiffel Tower View Room (upon request).
- 110 sqm / 1,175 sqf of luxury.



La Suite Impériale

- Located on the second floor of the Hotel.
- A jewel in the hotel's crown with 275-sqm (2,960-sqft) of living space.
- The only suite of the hotel to be listed as Monuments Historiques for its beamed ceilings and decorative carvings.
- Offers views of the Place d'Iéna and the Guimet Museum.
- 275 sqm / 2,960 sqf of luxury



La Suite Shangri-La

- Located on the 7th floor of the Hotel.
- Luxury 1-bedroom suite with living area, dining table and private kitchen.
- Iconic modern architecture by Pierre Yves Rochon balanced with classic French furnishings.
- Overlooks Paris including unobstructed views of the Eiffel Tower with 14-meter-long (46-foot-long) panoramic windows.
- Guaranteed 100 sqm corner terrace overlooking the Eiffel Tower.
- 120 sqm / 1,290 sqf of luxury.

SHANGRI-LA HOTEL, PARIS - STANDARD TERMS AND CONDITIONS

Article 1: Recitals – Definitions

- Any agreed Special Terms and Conditions shall prevail over these Standard Terms and Conditions. It is indicated that, in the event of any conflict between these standard terms and conditions and the special terms and conditions set forth in the Contract, the latter shall prevail.
- For the purposes of this document, the expressions below shall have the following meaning:
 - “Hotel” means the SHANGRI-LA HOTEL located at 10 avenue d’Iéna, 75116 Paris, France.
 - “Wholesaler” means any contractor of the Hotel, or the Agent of such contractor.
 - “Client” means the end-client residing at the Hotel.
 - “Contract” means the whole comprised of these Standard Terms and Conditions and the Special Terms and Conditions negotiated with the Wholesaler, with a view to the booking by the Wholesaler of rooms, to the benefit of Clients along with incidental services agreed between the Wholesaler and the Hotel.

Article 2: Booking terms

- The Hotel agrees to make available to the Wholesaler, for the individual accommodation of its Clients, hotel rooms at the rates specified in Appendix 1.
- The Client shall benefit from the proposed rates exclusively as regards the designated type of rooms, excluding any other category and subject to availability of the said rates. These rates may not be combined with any other applicable promotional offer. The Hotel reserves the right to modify the proposed rates, in case of any legislative and/or regulatory change likely to bring about price change (change in the applicable VAT rate, introduction of a new tax, etc.). The Wholesaler grants the Hotel the status of preferred accommodation service provider.
- Bookings must imperatively be specifically requested. The relevant requests shall be made before the Client’s arrival date by telephone or in writing (letter, fax or e-mail) directly from the relevant Hotel. No booking request can be made to the Hotel for more than 3 rooms per nights.
- When placing the booking, the Wholesaler agrees to refer to its contract in order to benefit from the negotiated rates. In default, an invoice shall be issued to the Wholesaler in the amount of the public rates applicable to the hotel services as displayed in the Hotel, and the Wholesaler shall pay the said invoice before departure of the Client.

Article 3: Brochures

- The Wholesaler shall agree to list the Hotel in its brochures and to include at least one color photograph of the Hotel, if possible. The Wholesaler shall submit to the Hotel, for final approval, any description, picture or text referring to the Hotel. The Hotel or a representative of Shangri-La Hotels & Resorts shall directly monitor the process in the event that any change is to be made.

Article 4: Confidentiality

- The Wholesaler shall not use the name, trademark, logo or other visuals related to the Hotel in any advertising or promotional medium, unless with the Hotel’s written consent. The Hotel shall accept the same restrictions as regards compliance with the use of the

Wholesaler’s name, trademark, logo or other communication feature owned by the Hotel. This provision shall not apply to the creation of signage documents during the normal course of the Hotel’s operations.

- The contracted rates are extended on the understanding that the Hotel will be featured in promotional brochures as a Five Star Deluxe/Palace property and a copy of the printed brochure must be submitted to the Hotel as soon as it is available.
- The contracted rates are not to be sold or featured on “room only” basis, but rather should be packaged with meals, transfers and/or airfare. The above rates not allocations should not be sold to any third party or via websites. Violation of these conditions shall render the agreement null and void.
- Should a room only rate be sold, the contracted rates are not applicable. Instead the Hotel’s BAR (Best Available Rates) will apply. A 20% commission/discount on BAR will be accorded by the Hotel on the condition that the rates are marked up by at least 25%.
- It is the responsibility of the Wholesaler to ensure that their agents, tour operators and retailers honor the Hotel’s Best Rate Guarantee (BRG) Policy. The Hotel reserves the right to terminate this Agreement and cancellation of all bookings made by the Wholesaler under this Agreement, in the event of any breach of any of the terms of this Agreement by the Wholesaler.
- The rates quoted are not available for e-commerce on any e-commerce website and should not be disclosed, directly or indirectly, unless written approval is given.

Article 5: Amendment / Cancellation

- Any request for a modification or partial or total cancellation must be made by telephone and confirmed by fax or by e-mail sent to the Wholesaler’s contact person within the Hotel.

- The Hotel does not guarantee the availability of any such additional rooms or rooms of a category different from the initially selected rooms as the Wholesaler may wish to book after its initial booking.

Room booking cancellation terms:

- Any booking cancellation must be notified directly to the Hotel no later than 4:00 p.m. on the day preceding the arrival. If the booking is not cancelled, and this actually prevents the resale of the room, or if one or more Clients do not show up (no show), then the Hotel shall charge to the Wholesaler the first night booked, on the basis of the contractual rate. In case of early departure of the Client, the Hotel shall charge to the Client or, in case of non-payment by such client, the Wholesaler for the whole of the remaining stay, on the basis of the contractual rate.

Suite booking cancellation terms:

- Any booking cancellation must be notified directly to the Hotel no later than 72 hours before the Client’s arrival date. If the booking is not cancelled, and this actually prevents the resale of the suite, or if one or more Clients do not show up (no show), then the Hotel shall charge to the Wholesaler the first night booked, on the basis of the contractual rate. In case of early departure of the Client, the Hotel shall charge the client or, in case of non-payment by such client, the Wholesaler for the whole of the remaining stay, on the basis of the contractual rate.

Special cancellation terms (Event Dates):

- Any booking cancellation must be notified directly to the Hotel no later than 7 days before the Client’s arrival date. If the booking is not cancelled, and this actually prevents the resale of the room, or if one or more Clients do not show up (no show), then the Hotel shall charge to the Wholesaler the entire length of the use booked by the Client, on the basis of the contractual rate. In case of early departure of the Client, the Hotel shall charge the client or, in case of non-payment by

such client the Wholesaler for the whole of the remaining use, on the basis of the contractual rate.

- Signature Suites Cancellation Policy (La Suite Chaillet – La Suite Shangri-La – La Suite Impériale):
- Any booking cancellation must be notified directly to the Hotel no later than 7 days before the client's arrival date. If the booking is not cancelled, and this actually prevents the resale of the suite, or if one or more clients do not show up (no show), then the Hotel shall charge to the Wholesaler the first night booked, on the basis of the contractual rate. In case of early departure of the client, the Hotel shall charge to the Wholesaler the whole of the remaining stay, on the basis of the contractual rate.

Article 6: Payments

- All payments must be sent for processing to the Hotel within the period of 21 days preceding the Clients' arrival. The Hotel reserves the right to terminate unilaterally and without indemnity any booking, if the Wholesaler has not paid the full amount due upon the arrival of the Clients.
- Payments shall be made in Euro.
- A payment guarantee shall be sought from the Clients upon their arrival in order to cover any additional consumption. Any and all consumption not covered by the contract and additional consumption shall be paid on site by each Client before his departure. Failing such settlement, such consumption and additional consumption shall be directly charged to the Wholesaler, which agrees by its signature of the present Contracts to be jointly and severally responsible for paying the same.
- The Hotel only accepts the following means of payment: wire transfers to its account, cash within the limits of applicable legislation, credit card and bankers' checks endorsable in France.

SHANGRI LA HOTELS PARIS
HSBC FR Paris CBC 504
RIB: 30056 00504 05040 005284 80
IBAN: FR76 3005 6005 0405 0400 0528 480
BIC: CCFRFRPP

Wednesday November 9th, 2016

SHANGRI-LA HOTEL, PARIS
Mrs Patricia CRIQUI
Director of Sales and Marketing

- In the event of any dispute concerning the invoice, the Client agrees to pay promptly the part of the invoice that is not challenged and to indicate to the Hotel within fifteen days from the invoice's issuance date the grounds for its challenge which must be genuine and serious

Article 7: Termination of the Contract by the Hotel – Force majeure

- The Hotel reserves the right to unilaterally terminate, without any notice period or indemnity, any reservation made in accordance with the Contract whose purpose or cause appears to be incompatible with the intended purpose of the premises or with generally accepted principles of morality or whose purpose or cause risks disruption of public order.
- The Hotel shall not be responsible for any breach of the Contract in case of force majeure, it being understood that any strike or conflict internal to the Hotel shall be defined as an event of force majeure.

Article 8: Governing law – Jurisdiction

- The Contract shall be governed by French law only.
- In event of dispute relating to this Contract, the Parties shall endeavor to find an amicable solution, and this, prior to any legal proceedings. All disputes relating to this Contract and which could not be amicably settled will be submitted to a court having jurisdiction in the Court of Appeal of Paris' area.

If you approve the provisions contained in this Contract, kindly initial all pages of the Contract, as well as the Standard Terms and Conditions of Sale, sign below, and return the original to the Hotel. After receipt of the said original, the Hotel shall counter-sign and return a copy. Once this document has been counter-signed, this document shall memorialize the final Contract between the parties.

According to the Article L.521-1 of the *Code de la Consommation*, in case of litigation on this contract, or during its production, the consumer can turn to an independent mediator. The Mediator in charge of "Tourism, Travel" and its access is available on the following website :

<http://www.mtv.travel/index.php?page=saisine-du-mediateur>

WORLD AVENUES SA – travel Services
Mr. Tarek Elbialy
Contracting Manager

