



STRICTLY CONFIDENTIAL

Rome, July 17th 2018

Rif.: GHVV2019/FIT05

PROPOSAL/AGREEMENT FIT TOUR OPERATOR

Agency details	Hotel details
World Avenues SA - Travel Services 14, rue Ferrier CH-1202 Geneva - Switzerland e-mail: contracting@world-avenues.ch tel. +41 22 906 94 00 fax + 41 22 906 94 10 Ref. Mr. Gamal Khalil	Grand hotel via Veneto Via Vittorio Veneto, 155 00187 - Roma (Italia) e-mail: reservations@ghvv.it phone. +39 06 487881 Ref. Ms. Romina Lupattelli

Thank you for your interest in Grand hotel via Veneto, we are glad to confirm you our special FIT rates and conditions as follows:

SEASON 2018/2019

SEASONALITY	FROM	TO
Shoulder	01/11/2018	04/11/2018
Low	05/11/2018	23/12/2018
Shoulder	24/12/2018	30/12/2018
High	31/12/2018	06/01/2019
Low	07/01/2019	24/03/2019
Shoulder	25/03/2019	30/04/2019
High	01/05/2019	06/07/2019
Shoulder	07/07/2019	10/08/2019
Low	11/08/2019	29/08/2019
Shoulder	30/08/2019	05/09/2019
High	06/09/2019	31/10/2019

VALIDITY

Rates and conditions will be applied from **November 1st 2018** to **October 31st 2019**.

DISTRIBUTION

Rates only valid for **off line distribution**.



GRAND HOTEL VIA VENETO S.p.A., unipersonale	via V. Veneto, 155 - 00187 Roma (Italy)		
cap. soc. € 4.500.000,00 i.v.	cciaa di Roma 975306	reg. imp. di Roma, cod. fisc. e part. iva 06555491007	
tel. +39.06 48 78 81	fax +39.06 48 78 87 88	e-mail: reservations@ghvv.it	www.ghvv.it

FIT TOUR OPERATOR RATES 2018/2019

ROOMS										
SUP Superior		SPL* Superior Plus		DLX* Deluxe		GDX* Grand Deluxe		GDV* Grand Deluxe Via Veneto		
DIMENSION	27-30mq.		32-42mq.		31-38mq.		35-41mq.		31-39mq.	
MAX OCC.	2		3		2		2		2	
VIEW	Court view		Internal view		Internal or court view		Street		Via Veneto view	
RACK RATE	€ 600		€ 630		€ 720		€ 780		€ 860	
FIT RATE TOUR OPERATOR										
	DUS	DBL	DUS	DBL	DUS	DBL	DUS	DBL	DUS	DBL
Low	260	280	290	310	310	330	350	370	390	410
Shoulder	320	340	340	360	380	400	430	450	470	490
High	380	400	400	420	450	470	480	500	530	550

SUITES										
	JUN*		FAM*		VVS*		COR		STR*	
	Junior Suite		Family Suite		Via Veneto Suite		Corner Suite		Star Suite	
DIMENSION	41-50mq.		47-50mq.		40-49mq.		58-65mq.		66mq.	
MAX OCC.	2 / 3		4		4		4		4	
VIEW	Internal or court view		Street		Via Veneto view		Via Veneto view or street		Private terrace	
RACK RATE	€ 1100		€ 1250		€ 1520		€ 2220		€ 3500	
FIT RATE TOUR OPERATOR										
	DUS	DBL	DUS	DBL	DUS	DBL	DUS	DBL	DUS	DBL
Low	520	540	560	580	720	720	1060	1060	1620	1620
Shoulder	590	610	650	670	810	810	1180	1180	1830	1830
High	650	670	730	750	870	870	1280	1280	1990	1990

*Room types SPL-DLX-GDX-GDV-JUN-FAM-VVS-STR can have Twin beds.

Penthouse and Royal Suite rates are available only on request.

RATES

All the above rates are to be considered per room, per night and up to a maximum of two people (double room rate); VAT [currently 10%] and city tax [currently € 7,00 per person per night] not included.

Breakfast for two is included in DBL room rate.

ADDITIONAL PERSON SUPPLEMENT

Third bed available in the following room types:
SPL-JUN-VVS-COR-STR

ADULT	CHILD 2-12 yrs	INFANT 0-2 yrs
€ 110	€ 55	Free in crib

Rates for additional person supplement are per night, per person (kindly consider the maximum occupancy specified in the chart) inclusive of breakfast and exclusive of vat [currently 10%] and city tax.



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No supplement will be applied for the third and fourth person in "Family Suite" category.

SPA ACCESS

Supplement available on request for the following room types: SUP-SPL-DLX	€ 60
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Supplement for SPA access is applicable for all the guests in the room, for a maximum stay of 3 nights and are exclusive of vat [currently 10%].

BENEFITS AND OFFERS

Children up to the age of 2 years stay free of charge; baby cots are provided free of charge by the hotel.

Wi Fi Internet connection is available in all guest rooms and public areas on complimentary basis.

For the entire duration of their stay, guests may download international newspapers and magazines from all over the world on their devices (tablet-pc-smart phone), which can also be read off-line while outside the hotel or/and at the end of their stay.

Access to our Technogym Fitness Centre, and Solarium during summer period, is included in the room rate.

Additional benefits or offers related to the room category and special packages, will be communicated at a later stage and valid for a specific period of time.

EARLY BIRD OFFER

-10% Advance Booking 42 days non refundable.

Discount will only be applied on the FIT room rate; it will not be applied on any other additional supplement requested.

OVERRIDE COMMISSION

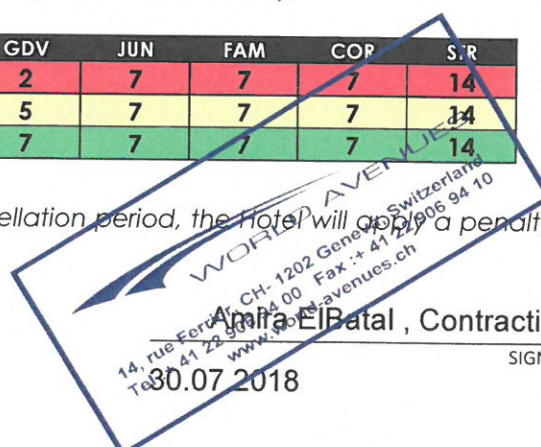
According to prospected revenue, Grand hotel via Veneto will be pleased to discuss further an override commission or bonus based on total room revenue.

CANCELLATIONS

Cancellations and/or amendments have to be communicated by the Agent in writing within and no later than (1 pm local time) according to the seasonality:

	SUP	SPL	DLX	GDX	GDV	JUN	FAM	COP	STR
Low	2	2	2	2	2	7	7	7	14
Shoulder	5	5	5	5	5	7	7	7	14
High	7	7	7	7	7	7	7	7	14

For changes or cancellations received after our cancellation period, the Hotel will apply a penalty equal to the entire stay for each room booked.





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CHECK-IN / CHECK-OUT

The room will be at your disposal from 2 p.m. of the arrival date (check-in) until check-out time by 12 p.m. (noon) on your departure date (check-out).

If the check-in is made before 2:00 PM, it will be necessary to book the room starting from the previous night. If the check-out is made after 2:00 PM and within 6:00 PM, 50% of the room cost will be charged; if it is made after 6:00 PM, 100% of the room cost will be charged.

APPLICABILITY

The above rates must be considered for individual reservations only for a **maximum of 5 rooms per night up to a maximum of 6 nights**. For reservations over **6 nights** or **6 rooms** and for groups, events and meeting requests please contact our Sales Department at the e-mail address sales@ghvv.it.

In case of conclusive behavior, benefiting from the rates proposed therein, pursuant to art. 1326 and following of the Italian Civil Code, the contract will be considered concluded and perfected under the conditions indicated in this document, without this being affected by any other clauses and / or documents signed between the Parties and concerning the same performance (rooms sale and / or Hotel services. The present proposal, rates, commissions, offers are bound by the acceptance of "Terms and legal conditions" and of "Terms and conditions of the contract", hereto indicated as part of the present proposal turned into agreement.

RESERVATIONS

For direct reservation, please contact our Reservations Department, by e-mail reservations@ghvv.it or by fax + 39. 06 48 78 87 88 mentioning the reference number indicated in the subject line of this letter.

Reservations must be guaranteed.

PAYMENT

The payment for the overall stay must be paid **within 30 days (thirty)** from the receipt of the invoice through:

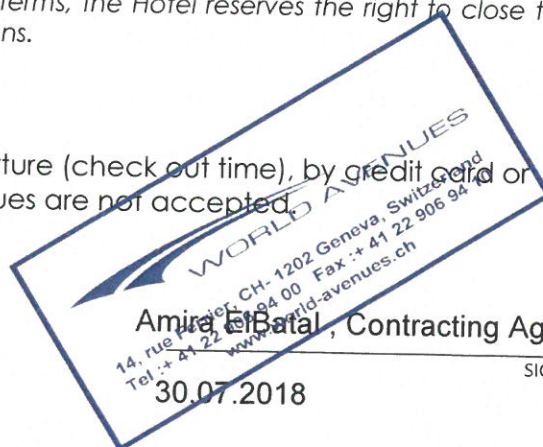
- Bank transfer IBAN: IT 77 J 01030 03250 000063346241 (BIC/SWIFT PASCTM1R50)
Bank expenses will be charged to the payer;
- Credit card

Cheques or cash payments exceeding the limits allowed by Italian law will not be accepted.

Credity facility granted is **euro 10.000,00 (ten thousand)**. Should this limit be exceeded or the hotel should not receive the payment within the agreed terms, the Hotel reserves the right to close the selling and refuse future and on the books reservations.

INCIDENTALS

All incidentals must be paid upon Guest's departure (check out time), by credit card or cash (in the terms allowed by Italian law); cheques are not accepted.





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Guests are requested to provide a valid credit card upon check in to guarantee for any extra charge; should guests not be able to provide a credit card, check in will be denied and the hotel will charge for the late variation according to the cancellation policy.

CONFIDENTIALITY AND AMENDMENTS

Rates are strictly confidential and are subject to change without notice; changes will not affect confirmed reservations; other verbal and/or written agreements preceding this present contract are void.

VALIDITY

The present proposal turned into an agreement shall be sent back no later than **7 (seven) days** from the receipt. It should be carrying the initials of the legal representative on every page as well as the full signature and stamp at the final page of this document.

With kind regards,
Romina Lupattelli
Director of Sales

WARNING

All the information included in this document are confidential and might be actionable. This is addressed to the addressee only. If the receiving party is not the intended addressee, the disclosure of the contents of this document, its copy, its distribution or any action taken or omitted, resulting from such unauthorized acts, are forbidden and unlawful.

TERMS AND LEGAL CONDITIONS

Definitions -The terms in capital used in the present agreement and unexplained should have the following meaning:

"Agreement" stands for the present Proposal accepted by concluding behaviors such as rooms sales and / or Hotel services at reserved rates, as well as any possible attachment.

"Agent" stands for the physical or juridical person who acts, in his/her own name, and the direct assumption of obligation on behalf of his/her clients.

"Room" stands for the accommodation at the Hotel.

"Agent's Client" stands for the Guest who is the object of the reservation by the Agent.





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"Effective date" stands for the date shown at the bottom of the signature of this Agreement by the Agent, given the validity term of this proposal.

"Reservation Data" are the information personally recognizable (information that can be traced back to a specific client such as name, address, telephone number, mail address or invoice details) of any client booking a Room at the Hotel, through the Agent, as per this Agreement.

"Hotel" stands for "Grand hotel via Veneto", located in Rome, in via V. Veneto, n. 155, which undertakes to make its rooms available, upon availability, to the Agent for the commercialization following this Agreement.

"Taxes" stands for VAT and any other possible tax on sale and use of Hotel services, stay, on tenancy of goods and services.

"Package only" stands for a Room sold in a package together with one or more elements that are related to the journey, such as flight tickets, car rent, restaurants reservations and/or exhibitions tickets.

"Part" stands for, by the context, the Agent or the Hotel; collectively they are referred to as "Parties".

"Room Only" stand for a Room made available individually and not as part of a "trip packet".

"Rate" stands for the applicable rate to a certain class of Rooms and rules, including terms and conditions related to it, with no limitations: cancellation, pre-booking, "no-show", participation policy to fidelity programs.

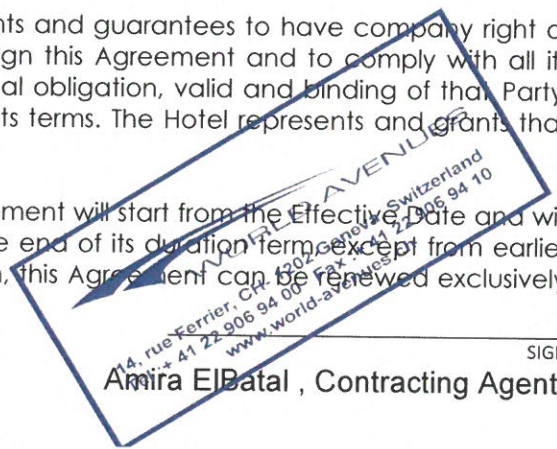
"Standard rate" stands for (a) the net rate for a room, besides (b) each and every applicable fee on the net rate, and (c) any other compulsory expenses charged to the Hotel client or in connection with Rooms sale, such as additional costs for electricity consumption and tips (but not only the accessory charges that the Client could stand to his/her own discretion for any goods and/or services acquired directly at or through the Hotel, such as, with no limitations, mini-bar, room service, pay-per-view films, additional guests charges, extra bed or telephone call charges).

"Net Rates" stands for reduced rates for rooms offered as per this Agreement and that are not directly offered to the general public. The Agent, without the Hotel consent, will not make these rooms available (=Room Only) at Net Rates applied only for Rooms included in "package trips" (=Package only).

TERMS AND CONDITIONS OF THE CONTRACT

Representations / Guarantees – Each Party represents and guarantees to have company right or other legal right, power and authority in order to sign this Agreement and to comply with all its obligations, and that this Agreement constitutes legal obligation, valid and binding of that Party, practicable against that Party in accordance with its terms. The Hotel represents and grants that operates in compliance with Italian laws.

Contract duration / Term – The duration of this Agreement will start from the Effective Date and will continue for reservations by Guests arrived up to the end of its duration term except from earlier cancellation as for this Agreement. At the expiration, this Agreement can be renewed exclusively





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through the drawing up of a new contract. The Hotel has the right to rescind unilaterally this Agreement, in every moment, even before its arranged termination. The obligations of the Parties as per this Agreement that, by their own nature, would continue beyond its expiration term or the rescission date, included, without limitations, the responsibilities and the obligations, pondered before that term or expiration, will survive and every Party will maintain each and every right by the Italian laws in force.

Licence limitations - As per the terms and conditions of this Agreement, the Hotel will have the faculty to grant the Agent, exclusively in written form, the non-exclusive right and licence, royalty-free, for the duration of this Agreement, to use, reproduce or show, in any size, on the Agency Sites and on promotional material: (a) the logos, commercial names, service brands and logos ("authorized brands") and (b) images, photos or description (or any part of them) of the Hotel ("authorized contents") every time they are provided or made available to the Agent from or on the part of the Hotel itself. The Agent accepts not to make use of authorized Brands or Contents in a way that could be harmful or have a material impact affecting negatively the reputation associated to the authorized Brands, diminish their value or the company image, the activity or the Hotel reputation, even in an involuntary way.

Possible promotional materials produced directly by the Agent and containing what indicated under point a) and b) will have to be previously authorized, by the Hotel in written form.

Room Access - Through this Agreement, the Hotel gives to the Agent the non-exclusive right to make Hotel Rooms available for reservation by Clients of the Agent under the terms and conditions defined by this Agreement.

Benefits - The Agent agrees that the benefits within this Agreement are granted in exchange of, and depends from the adherence to this Agreement.

Rate Policy - the Hotel confirms that Room Rates offered to the Agent, as per this Agreement, are those indicated in the proposal and are to be intended net of commissions, for the Hotel. Any possible expense will be care of the Agent. It is agreed that the Agent will not, in any case, have the possibility to propose rates higher than those indicated in this Agreement. The non-observance of this latter clause will void this Agreement.

Availability - The Hotel has no obligation to allocate rooms in favor of the Agent

Cancellation / "No-Show" - The Hotel will accept possible cancellation made exclusively by the Agent and in no case by the Guest. In case of cancellation of late reservation or "no-show", a penalty corresponding to the entire stay rate will be applied, without any further communication.

Stay extension - In case that a Guest wishes to extend its stay beyond the date of his/her reservation, he/she will have to negotiate the rates and make the payment directly at the Hotel (according to availability). The Hotel will not be obliged to pay the Agent any additional cost nor it will be obliged to pay additional costs deriving for the extension of the stay.

Guests Data - Each Party accepts to own the reservation Data given to it directly or indirectly by any Guest or in the process of Reservation through the Agent's Sites or during the stay at the Hotel. With the only purpose of facilitating the process, the Reservation Data can be transferred from one Party to the other, since: (a) each of the Parties is compliant with the law, rules and regulations in force and the current privacy policy; (b) possible revelations to third parties are made on the sole purpose of facilitating the above-mentioned reservation process and under the strictest discretion.

WORLD AVENUES
Amira El Batal Contracting Agent
30.07.2018
44, rue Fauriel CH-1202 Geneva, Switzerland
Tel: +41 22 544 44 00 Fax: +41 22 544 44 01
www.worldavenues.ch

Confidential Information - Confidential information of each Party are made by each and every piece of information and material revealed by the revealing Party to the receiving Party (in written, verbal, electronic or in any other form) that is signaled or identified as (or provided under circumstances reasonably indicating so) confidential or proprietary. Each of the Parties will maintain the confidential information of the counterparty under the utmost discretion and will not reveal those confidential information to third parties nor it will make use of these for other purposes, besides those indicated in this Agreement, without the previous written consent of the counterparty.

These restrictions will not apply to information otherwise confidential that (i) are already acknowledged by the receiving Party, (ii) becomes, not because of or by the action of the receiving Party, publicly known, (iii) are received by the receiving Party from a third party without a limitation on revelation or use, or (iv) are independently developed by the receiving Party without any reference to confidential matter.

Force majeure - No Party will be considered deficient or otherwise responsible as per this Agreement for the incapacity of observing its obligations in case of fire, earthquake, inundation, epidemic, incident, explosion, accident, strike, lock out, trade union dispute, revolt, disturbance of the public order, act of public enemy, embargo, any executive, administrative or judicial order (not resulting from acts or omissions that would constitute the non-fulfillment as per this Agreement), or any failure of electric energy or communication system or any other cause beyond the control of the said Party.

Communication - The communication under this Agreement will be given in writing and be delivered personally or through registered post or through express courier and sent, in the case of the Hotel, to the address indicated on the first page of this Agreement and, in the case of the Agent, to the address indicated on the first page of this Agreement. These communication will be considered successfully delivered: (a) upon receipt, if delivered personally or sent through registered post; (b) when the receipt is confirmed if the communication is sent through express courier or other mailing service.

Modifications / Derogations - Any modification of this Agreement will have to be notified in written form and signed by the Hotel and the Agent. In spite of the above, the Hotel can update the terms and conditions of this Agreement with a prior written notice sent by the Agent within fifteen (15) days. If the Agent does not communicate to the Hotel within the term of fifteen (15) days that it does not agree with those updated terms and conditions, these will be considered as accepted by the Agent. In the event that the Agent decides not to accept those terms and conditions, the Hotel will have the faculty to rescind this Agreement. It will not be made any derogation of any term and condition of this Agreement nor it will be justified any violation of the latter, except in the case that this derogation or justification have been communicated in written form by registered mail or have been executed by the Party against which this derogation or justification is claimed.

Exclusions and guarantees - The Hotel will not be responsible, in any way, of what is set by the Agent, towards the Guest and third parties that hold with the Agent relations connected with its activity.

Enforceable Law / Place of jurisdiction - The present Agreement is subject, in an exclusive way, independently from the place of subscription of it, to the Italian laws. For any dispute that may arise in relation to the content and execution of this Agreement and / or rooms sale and / or services of the Hotel made by the Agent following the signing of any other act and / or document, the competent authority will be the Judicial Authority of Rome, excluding the possibility of arbitration or different court.



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