

TOUR OPERATOR AGREEMENT WINTER 2017/2018

Between:

Between: World Avenues SA Company: World Avenue SA -Travel Service Contact: Amira Elbatal Contracting Agent Address: 14, Rue Ferrier -Geneva Telephone: +41 225481211

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Kempinski Grand Hotel des Bains (Kempinski Hotel St. Moritz AG) Konstantin Zeuke

General Manager Via Mezdi 27 St. Moritz, Switzerland + 41 81 838 30 31 + 41 81 838 30 69

reservationssmv.grandhoteldesbains@kempinski.com

http://www.kempinski-geneva.com www.globalhotelalliance.com Following referred to as "Hotel"

1. DEFINITE STATUS

The terms and conditions of this agreement will remain confidential to the all above-named parties and agreement is valid from 07th of December 2017 until 02nd of April 2018.(Check out date) In accordance with the terms and conditions set forth below, the Agency shall order, and the Hotel shall provide reservations service and accommodation at special FIT Net Rates as stated below. They are on request only and based on availability unless otherwise stated. The rates quoted in this agreement are for only use of the tourism professionals such as Wholesalers, Tour Operators and Travel Agencies (B2B or B2B2B sale only).

2. STATIC RATES

- 2.1. All rates in this agreement are quoted in local currency (CHF) per room, per night and are non-commissionable, unless otherwise stated by the Hotel to the Agency.
- 2.2. The rate includes breakfast, VAT (3.8%) and service charges. Daily city tax of 5.- CHF per person is additional and has to be paid on spot by the client.
- 2.3. The rate includes following added values:
 - Free WiFi in all rooms, suites and public areas
 - Children until 5 years sharing room with parents stay free of charge incl. breakfast; half board on consumption basis
 - Free entrance to the Kempinski The Spa, Sauna, Fitness Centre and Indoor heated pool*
 - Kempi Kid's Club available free of charge for children from 3-12 years
 - VIP treatment in Suites upon arrival
 - Minibar included as of Deluxe Junior Suites (Soft drinks only and one refill per day)

Minimum Age: The minimum age for Spa treatments is 16 years, for the fitness area is 14 years and for the Wellness area is 12 years. Children between 3 and 12 years old need to be supervised by an adult. Children under 3 years are unauthorized to use the Pool and the Wellness area

- 2.4. Any increases in Government tax/VAT will be passed on for changes.
- 2.5. The rate information given in page 11 hereto is intended exclusively for settlements between the "Tour Operator" and the "Hotel". The "Tour Operator" shall not disclose this information to Guests or any third parties. In the event that "Tour Operator" fails to abide by this provision, the "Hotel" shall have the right to discontinue performance of this Agreement in the manner set forth in Section 11.4 below.
- 2.6. These rates are applicable according to the contract and will only be valid once the contract has been signed by both









3. RESERVATION TERMS & CONDITIONS

- 3.1. Bookings should be sent in writing to the Hotel's reservation department, on a sell and report basis on the same day or within 24 hours. Tour operator name, room type and special need shall be stated on the booking request.
- 3.2. The "Tour Operator" shall issue a voucher to Guests for whom guaranteed reservations have been made, with the following information: full name of Guest, name of hotel, number and category of rooms reserved, reservation number given to the "Tour Operator" by the "Hotel", date of Guest arrival and departure, listing of services paid for or to be paid for by the "Tour Operator". All special offers must be stated in the reservation/voucher, if not stated these will not apply.
- 3.3. The "Hotel" shall forward to the "Tour Operator" written confirmations of reservation, change in reservation or reservation cancellation, indicating the reservation number or cancellation number. A reservation confirmation shall be considered valid provided that the "Tour Operator" has made timely payment for the services rendered by the "Hotel". For High season bookings, name changes are not possible and cancellation periods and conditions apply.
- 3.4. Under no circumstances will the "Tour Operator" be authorised to agree any discount, retention or claim from a client if any of the aforesaid cases have not been previously claimed, notified or requested by the client during his/her stay and agreed by "Hotel" in writing to the "Tour Operator".
- 3.5. For group reservations, the rates, cancellation deadlines and terms& conditions applicable to hotel services shall be agreed by the Parties separately for each particular group. For purposes of this Agreement, a "group" shall be a party of guests occupying at least ten (10) hotel rooms.
- 3.6. "Hotel" does not grant the "Tour Operator" exclusivity for any country and is not obliged to restrict its contracts in the same market.
- 3.7. Only the room confirmed by the Hotel will be offered to the guests upon arrival and upon presentation of a voucher. Should the guest request a higher room category to the one initially booked, then a relevant surcharge will be applied directly to the guest, unless the request is channelled in writing to the Hotel through the Agency.
- 3.8. Check-in time is 15:00 on the arrival date. Access to rooms prior to this time will only be offered depending on the availability of rooms at the time of arrival. Early check-in must be stated on the reservation form and a full night's charge will apply.
- 3.9. Check-out time is 12:00 noon on the departure date. Late check-out may be arranged by the Hotel, depending on the availability of rooms at the time of the departure and a charge will apply to be paid directly by the guest unless an amendment to the original booking is sent in writing by the Agency to the Hotel.
- 3.10.Room occupancy and extra bed
 - Minor guests are not accepted unless accompanied by major guest in same room or same party
 - Maximum occupancy per room is 3 people and only possible from the Grand Deluxe Category on
 - A baby cot will be available from the Resort Room category on
- 3.11.Ski Pass: The Ski pass is valid for all open mountain railways and lifts in the entire ski region Upper Engadin. The Ski pass supplement CHF 35.00 per person is valid as of a 2 nights stay. The daily supplement charge will apply for the entire length of stay and is not refundable for the days not used. Single Ski Passes are still available at the hotel reception at the official rate (starting from CHF 82.00 per day per person).
- 3.12.Breakfast is available from the Buffet selection at Restaurant Les Saisons between 07:00 hours and 11:00 hours. If Breakfast is taken outside designated breakfast timings, it will be charged separately. Breakfast ordered through Room Service for in room service will be charged as per consumption and is not included in the room rate. Guests will not be refunded for any unconsumed meals.
- 3.13.Half Board is available in our main Restaurant Les Saisons as 4-course menu or themed buffet and applicable for Dinner only from 19:00 hours to 22:00 hours. Half Board includes food only; all drinks will be charged as per consumption. Guests will not be refunded for any unconsumed meals.

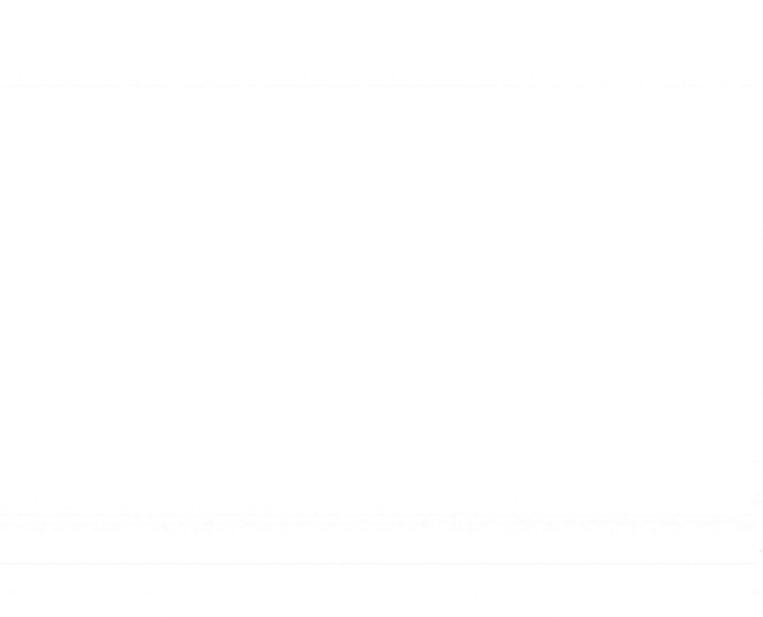
3.14. Mandatory Half board





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From the 25th December 2017 until 07th January 2018

Restaurant Les Saisons CHF 125.- p.p.

Christmas Eve Dinner on 24th December 2017

Restaurant Les Saisons CHF 285.- p.p.*

New Year's Eve Dinner on 31st December 2017

Restaurant Les Saisons CHF 950.- p.p. incl. Apéro*

Kempi Kids Club New Year's Buffet CHF 80.- p.p.

Special Dinner on 06th January 2017

Restaurant Les Saisons CHF 315.- p.p.*

*A reservation for the restaurant **Les Saisons will be done automatically** for you at the above mentioned surcharges that will be added to your account and invoice at the time of booking. In order to upgrade to the other restaurant Enoteca or Ca D'Oro please contact the reservations department and we will more than pleased to arrange a special offer for your client.

For the pre-booked Dinner's a deposit payment of 100% is requested and payment deadlines will be timely announced by the hotel within the pro forma invoice sent at time of booking confirmation. Children between 6-12 years get a 50 % discount on the above mentioned rates in the restaurant Les Saisons only.

Dress code on 24th, 31st December and 6th January:

Ladies - Evening dress

Gentlemen - Tuxedo or black suit.

4. RESERVATION CANCELLATION AND NO SHOW POLICY

Cancellation and 'no Show'. The "Tour Operator" must notify all cancellations in writing to the "Hotel" and must reconfirmed by the "Hotel" in writing. The cancellation and no show deadlines are the following:

LOW SEASON

- Until 14 days prior to arrival, cancellations without penalty
- Less than 14 days prior to arrival, cancellations will be charged with 90% of the full amount of the reservation
- No-Shows will be charged with 100% of the full amount of the stay in the confirmed room category, including applicable taxes
- Early departures will be charged with 100% of the full amount of the stay in the confirmed room category, including applicable taxes

HIGH SEASON AND WEEKEND SEASON

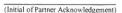
- Until 21 days prior to arrival, cancellations without penalty
- Less than 21 days prior to arrival, cancellations will be charged with 90% of the full amount of the reservation
- No-Shows will be charged with 100% of the full amount of the stay in the confirmed room category, including applicable taxes
- Early departures will be charged with 100% of the full amount of the stay in the confirmed room category, including applicable taxes

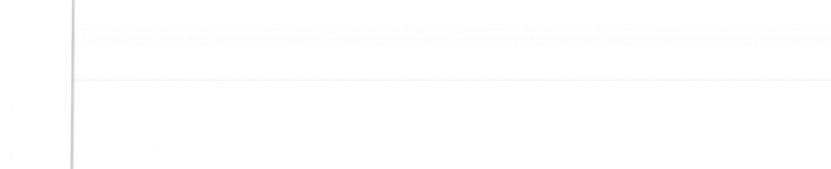
XMAS AND NY

- Until 60 days prior to arrival, cancellations without penalty
- Less than 60 days prior to arrival, cancellations will be charged with 90% of the full amount of the reservation
- No-Shows will be charged with 100% of the full amount of the stay in the confirmed room category, including applicable taxes
- Early departures will be charged with 100% of the full amount of the stay in the confirmed room category, including applicable taxes











5. PROMOTIONS

10% rolling early booking discount on net F.I.T room rates.

Only for all reservations made at least **45 days** before arrival date. Not applicable on half-board and extra beds.

Offer is only valid for LOW & HIGH seasons.

The offer is non-cancellable and non-refundable and cannot be modified.

Seasonal Offers may apply and will be communicated by the hotel once enrolled within the market.

The offers above mentioned are <u>not combinable</u> and they must be advised at time of booking in written form! The offers refer to bed & breakfast rates and are NOT applicable for half board surcharges, extra beds and city tax.

Close out dates apply: 24.12.17 - 07.01.18

6. FREE SALES and STOP SALES

STOP SALES WITH 24 HOURS NOTICE the Free Sale policy is offered on the understanding that the "Tour Operator" accepts Stop Sales with 24 hours' notice. It is understood that the "Kempinski Grand Hotel des Bains" will honour each reservation for the given "Stop Sales" period if received within 24 hours after the "Stop Sales" notification. As per your request, the hotel will use for this purpose your following e-mail address: email. XXX

7. TURNAWAY

- In the unlikely event that the Hotel has to turn away a guest with a confirmed and complete reservation, the Hotel will be responsible to arrange accommodation for the guest in a similar category property.
- The Hotel will arrange a courtesy transfer and will grant the guest a phone call and/or free WiFi internet usage
- The Hotel will arrange to transfer back the guest to the Hotel.

8. KEMPINSKI MANDATORY CONTRACTING CLAUSES

No Sale Sites

Definition:

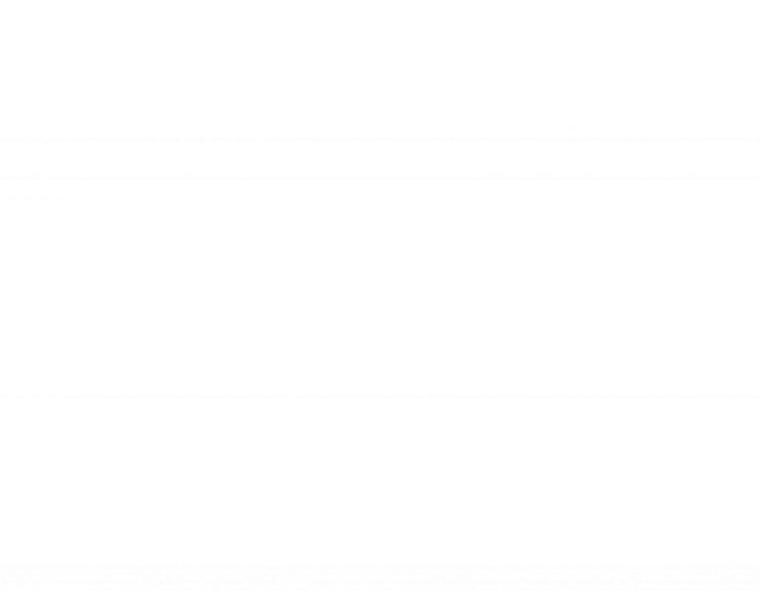
No Sale websites means sites which Kempinski deem compromise the reputation of Kempinski and do not sell rooms in compliance with the standards which Kempinski expects to protect and promote the Kempinski brand of luxury hotels. Kempinski only determines this classification, and can do so without agreement. Such sites will be added, as necessary to page 12.

- 8.1. Distributor shall not distribute the Participating Hotels offered in this Agreement to third parties who directly distribute such Participating Hotels, unless packaged, on consumer facing booking engines, on the No Sale Sites contained in page 12, which may change from time to time.
- 8.2. Distributor acknowledges that the prohibition from placing rooms on No Sale Sites is global company policy, and that Kempinski makes its best endeavours to ensure the policy applies to all agents.











No Sales Sites:

TPS 7ideas Ab in den Urlaub Aldi Reisen Aldi Suisse Tours Amoma Atlaschoice Bookinhotels Cheersbye Cobone Createviam DeinDeal Dhr

e-bookingonline Easy to Book fast-hotelbooking Groupon Group Hofer Reisen Holidayguru Hotelreservierung DE HotelsClick hoteltravel Interlinestay Lidl-Breaks

Lidl Group logitravel Migros Ferien Mydeal Olotels Otel Prixme Tchibo Group Travelinglink Travelonline Travelrepublic Urlaubsguru Vente Privee

Link

7ideas.com ab-in-den-urlaub.de/ aldi-reisen.de/ aldi-suisse-tours.ch/ Amoma.com Atlaschoice.com Bookinhotels.com Cheersbye.com Cobone.com Createviam.de DeinDeal.ch Dhr.com

e-bookingonline.com easytobook.com fast-hotelbooking.com Groupon.com hofer-reisen.at holidayguru.ch hotelreservierung.de HotelsClick.com hoteltravel.com

Interlinestay.com lidl-breaks.ie lidl.com logitravel.de migros-ferien.ch Mydeal.com Olotels.com Otel.com Prixme.com Tchibo.de travellink.com Travelonline.ph travelrepublic.co.uk urlaubsguru.de vente-privee.com Worldwide-resorts.com Wozogo.com

yourhotelsbook **Negative Key Word Bidding**

Wozogo

Worldwide-resorts

- 8.3. Distributor shall not carry out nor (where applicable) shall it allow any of its Affiliates to carry out:
- 8.4. Any form of internet search engine marketing, that seeks to promote websites by increasing their visibility in search engine results pages and/ or refers to the word "Kempinski" or any Participating Hotel name (in whole or in part) or any trade name or trade mark which belongs to Kempinski or its Affiliates or any variation of such words or names save where prior written consent is given by Kempinski but provided that such consent may be revoked at any time.
- 8.5. Distributor shall not, nor shall it allow its Affiliates, to perform keyword bidding on web search engines using the brand name "Kempinski" or any of the Participating Hotel's brand name (in whole or in part) or any trade name or trademark which belongs to Kempinski or its Affiliates or any variations of such names, without the prior written approval of Kempinski.





(Initial of Partner Acknowledgemen	nt)

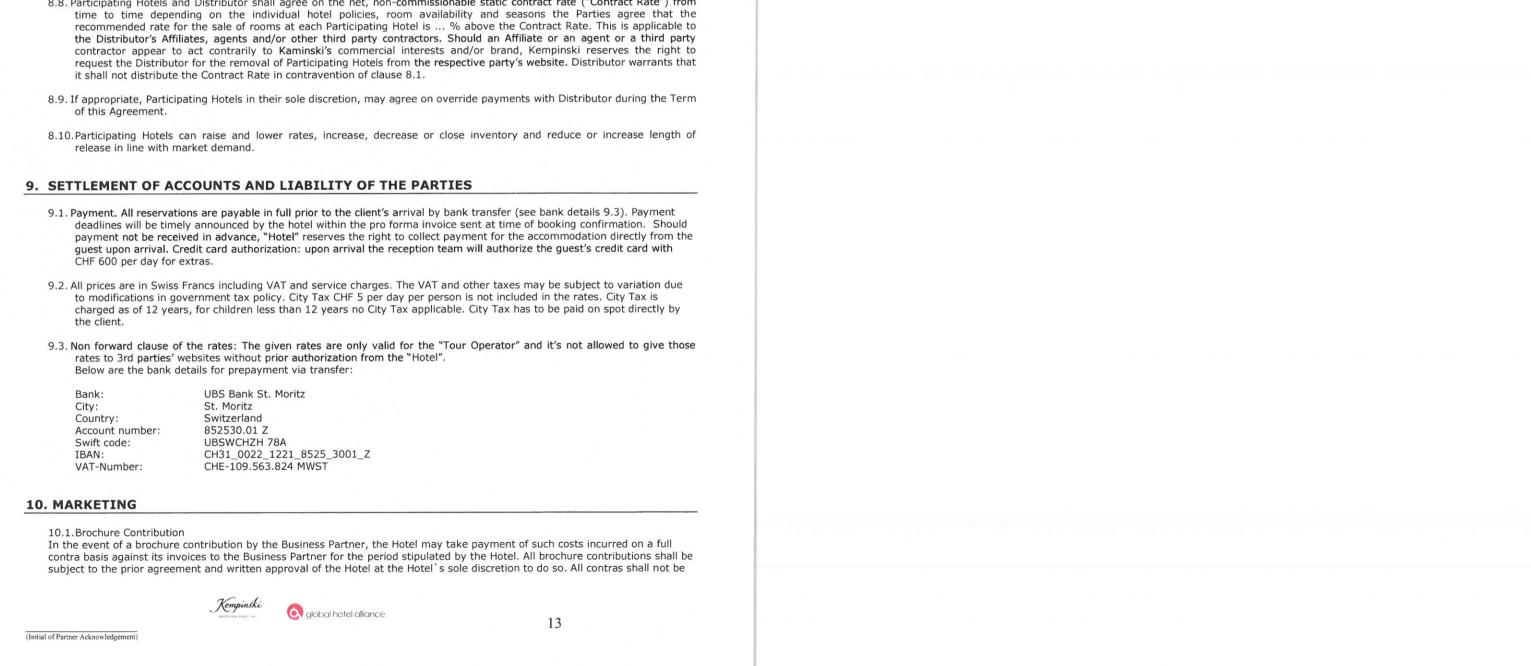




8.6. Distributor shall not, nor (where applicable) shall it allow its Affiliates to, carry out any form of URL domain grabbing which incorporates the word "Kempinski" or any Participating Hotel name (in whole or in part) or any trade name or trade mark which belongs to Kempinski or its Affiliates or any variation of such words or names.

Recommended Rates

- 8.7. Distributor will be the merchant, therefore, customers will pay Distributor or travel agents for the Rate on the Sites before commencing their stays at a Participating Hotel, and Distributor shall remit the Rate to the applicable Participating Hotel. However, Distributor is recommended not to sell the packaged rooms at rates below the Rate displayed on www.kempinski.com. Distributor warrants that its Affiliates adhere to this Clause, in conjunction with clauses 8.1 and 8.2.
- 8.8. Participating Hotels and Distributor shall agree on the net, non-commissionable static contract rate ("Contract Rate") from it shall not distribute the Contract Rate in contravention of clause 8.1.





effective unless confirmed in writing by the Hotel. For clarification, no contra shall be permitted against invoices for stays during peak periods, such periods being designated by the Hotel from time to time.

10.2. Brochure/Collateral Presentation

The Business Partner will feature the Hotel in its tour program and marketing collaterals including but not limited to brochure as a top tier city destination to its clients and include photograph(s) of the Hotel where appropriate with the written approval of the Hotel. Copies of such marketing materials including information on the website must be made available to the Hotel upon publication.

The Business Partner shall obtain the prior written consent of the Hotel in respect of all advertising and promotion material including information of the same on any website prior to any proposed insertion, amendments or publication in any media. The Hotel shall, at its option to do so, provide the Business Partner with marketing materials including but not limited to a selection of slides and write up to accurately portray the Hotel.

During the term of this agreement, the Hotel reserves the right to terminate this agreement at any time should the Business Partner misrepresent any information pertaining to the Hotel in any media including but not limited to advertising materials such as brochures and press releases, which in the Hotel's view is damaging to the image of the Hotel.

10.3 Brochure Inclusion

The Business Partner will feature the Hotel prominently in its program(s) and brochure(s) as a "Deluxe Hotel" and will include coloured photograph(s). The brochure copy and photography must be reviewed at proof stage and approved by the Hotel before printing on listing on the Internet.

The Hotel reserves the right to approve listings by the Business Partner in advertisements and promotional material prior to printing and distribution. Reproduction of the Kempinski Hotel trademark and/or hotel photography is prohibited unless approved by the Hotel.

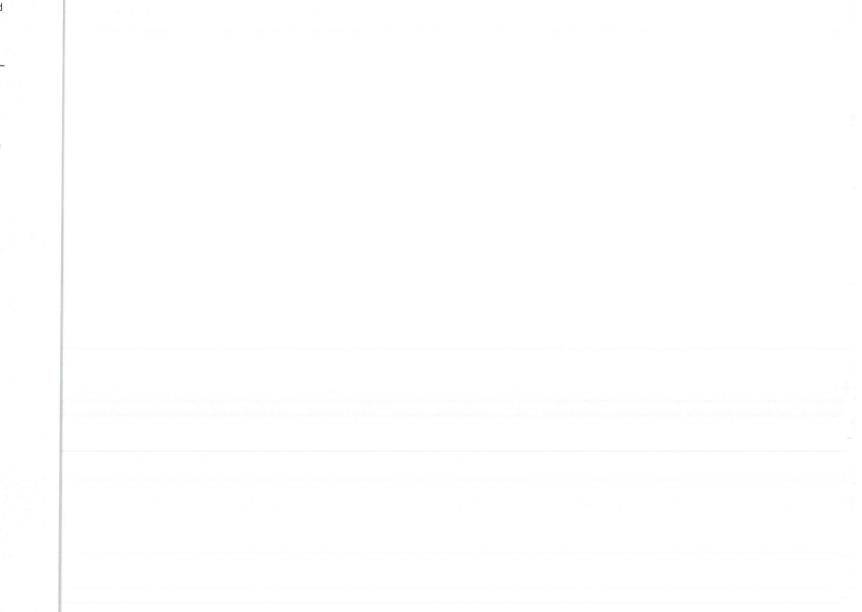
11. GENERAL TERMS

- 11.1. This Agreement shall enter into effect on the date of its execution by the authorized signatories of both parties hereto, and shall remain in effect until 02nd April 2017. The termination of the performance of this Agreement does not liberate the "Hotel" and the "Tour Operator" from any payment commitments to this Agreement.
- 11.2.Applicable laws: The present Contract will be sustained by and interpreted on the basis of the Swiss Law. All controversies which arise as to the validity, efficacy, execution, dissolution and interpretation of the present contract will be the exclusive competence of the competent authorities in St. Moritz.
- 11.3. This contract substitutes and prevails over any other agreement between both parties.
- 11.4.In the event that payments are not paid when due, the Hotel reserves the right to cancel this agreement with full payment required prior to check-in.











Periods LOW SEASON HIGH SEASON WEEKEND SEASON XMAS & NY

ROOM DESCRIPTIONS

Classic Single Room 20 to 25 sqm.

1 Queen bed, Mountain View, interactive flat screen, free WiFi Internet access, minibar, safe, desk, bathroom with floor heating and bathtub. Maximum capacity: one Person

Resort Room 25 to 30 sqm.

1 King bed or 2 Twin beds, Mountain View, interactive flat screen, free WiFi Internet access, minibar, safe, desk, bathroom with floor heating and bathtub. Maximum capacity: Two Persons (no extra bed)

Superior Room 30 to 33 sqm.

1 King bed or 2 Twin beds, Mountain View, interactive flat screen, free WiFi Internet access, minibar, safe, desk, bathroom with floor heating and bathtub. Maximum capacity: Two Persons (no extra bed)

Deluxe Room 33 to 35 sqm.

1 King bed or 2 Twin beds, Mountain View, interactive flat screen, free WiFi Internet access, minibar, safe, desk, bathroom with floor heating and bathtub, separate W/C. Maximum capacity: Three Persons (including one extra bed)

Grand Deluxe Room 35 to 40 sqm.

1 King bed or 2 Twin beds, Mountain View, interactive flat screen, free WiFi Internet access, minibar, safe, desk, bathroom with floor heating and bathtub, separate W/C. Maximum capacity: Three Persons (including one extra bed)

Suites:

Classic Junior Suite 40 to 46 sqm.

1 King bed, Mountain View, interactive flat screen, free WiFi Internet access, minibar, safe, desk, couch area, bathroom with floor heating and bathtub, separate W/C. Maximum capacity: Four Persons (including two extra beds)

Deluxe Junior Suite 50 to 55 sqm.

1 King bed, Mountain View, interactive flat screen, free WiFi Internet access, minibar included (Soft drinks only and one refill per day), safe, desk, couch area, walk in closet, bathroom with floor heating and bathtub, separate W/C. Maximum capacity: Four Persons (including two extra beds)

Deluxe Suite 70 sqm.

1 King bed, Mountain View, separated living room, walk in closet, tea kitchen, interactive flat screen, free WiFi Internet access, minibar included (Soft drinks only and one refill per day), safe, desk, bathroom with floor heating and bathtub, separate W/C, direct access to the High Alpine Spa. Maximum capacity: Four Persons (including two extra beds)

Grand Deluxe Suite 80 sqm.

2 bedrooms with 1 King bed and 1 Queen bed, Mountain View, separated living room, walk in closet, tea kitchen, interactive flat screen, free WiFi Internet access, minibar included (Soft drinks only and one refill per day), safe, desk, bathroom with floor heating and bathtub, separate W/C, balcony, direct access to the Kempinski The Spa. Maximum capacity: Six Persons (including 2 two extra beds)

Tower Suite 120 sqm.

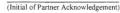
2 bedrooms with 1 King bed and 1 Queen bed, 3 floors with living and dining area on the first and third floor, Mountain View, walk in closet per bedroom, interactive flat screen, free WiFi Internet access, minibar included (Soft drinks only and one refill per day), safe, desk, 2 bathrooms with floor heating, bathtub, separate shower, separate W/C, terrace. Maximum capacity: Six Persons (including two extra beds)

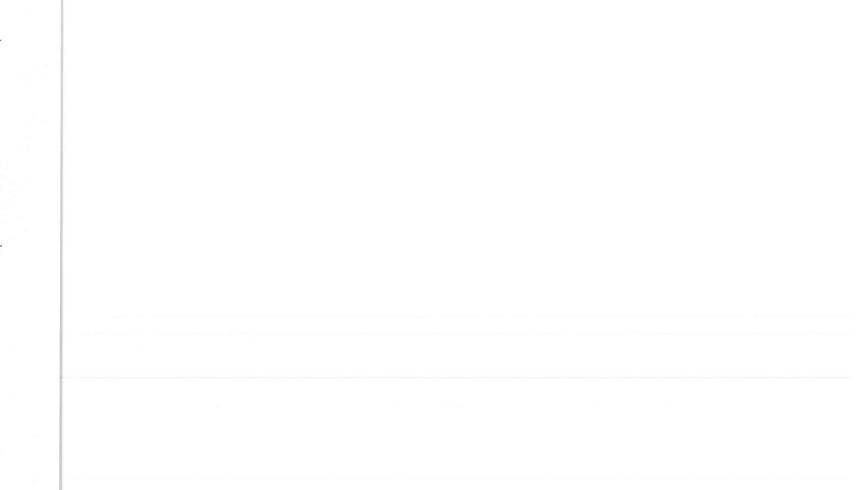
Presidential Suite 320 sqm.

3 bedrooms with 1 outsized King bed and 2 Twin beds, 2 floors with gallery, Mountain View, walk in closets, kitchen and living room on the first floor, interactive flat screen, free WiFi Internet access, minibar included (Soft drinks only and one refill per day), safe, desk, 2 bathrooms with floor heating, bathtub, separate shower, steam bath, separate W/C, 2 balconies, direct access to the Kempinski The Spa. Maximum capacity: Eight Persons (including two extra beds)











*see

Room Type	07.12.17 - 14.12.17 07.01.18 - 25.01.18 11.03.18 - 01.04.18	15.12.17 - 21.12.17 28.01.18 - 10.03.18	12.01.18 - 13.01.18 19.01.18 - 20.01.18 26.01.18 - 27.01.18 02.02.18 - 03.02.18 09.02.18 - 10.02.18 16.02.18 - 17.02.18	22.12.17 - 06.01.18
Classic Single Room	292	517	750	967
Resort Room single use	332	572	792	1,005
Resort Room	412	652	872	1,080
Superior Room single use	356	596	816	1,150
Superior Room	436	676	896	1,230
Deluxe Room single use	380	620	840	1,340
Deluxe Room	460	700	920	1,460
Grand Deluxe Room single use	520	1,020	1,440	1,600
Grand Deluxe Room	600	1,100	1,520	1,680
Classic Junior Suite	680	1,380	2,160	2,467
Deluxe Junior Suite	840	1,780	2,560	3,217
Child from 6-11 years sharing room with parents	110	110	110	110
Extra Person in room (12 years and older)	220	220	220	220
Pre-booked Half Board (Supplement beverages not included). Rates per person/day	95	95	95	Mandatory 125*
Pre-booked Half Board Supplement for children from 6 - 11 years. Rates per person/per day	50	50	50	Mandatory 50
Ski pass supplement (6 years and older) min 2 night stay	35	35	35	35
Allotment (Rooms only, all Suites on Request)	On request basis	On request basis	On request basis	On request basis
Minimum stay			Minimum stay 2 nights	3 nights for booking over 25, 26, 27 and 28 December 7 nights for booking over 29, 30 and 31 December
Parking outside / Parking Garage (per day)	25 / 35	25 / 35	25 / 35	25/35
Dogs (without food) per day	50	50	50	50

specials 24th, 31st and 6th







13. CONTACT INFORMATION

15. CONTACT IN	OKIMITON					
Billing Address:		tel St. Moritz AG and Hotel des Ba Moritz	G TO Billing Adains	ddress: - <u>14,</u> che	Rue Ferrier,CH-1202 Geneva, 109867307	Switzerlar
Hotel Contacts:	Tel. + 41 81 8 Fax + 41 81 8	38 3065) Reservations De	o.: sates@	world-avenues:ch	
	Accounting Daniel Martin Tel. + 41 81 8 Fax + 41 81 8 Daniel martin	38 3021	Accounting:	Samer Yaccounts@ 412290694 412254812	world-avenues.ch	
	Contracting Melania Rasul Sales Manage Tel. +41 81 8 Fax + 41 81 8 Melania rasulo	o r 38 30 37	Contracting:	contrac	vorld-avenues.chting@world-avenues.ch	UES nd
St. Moritz, 17 July Konstantin Zeuke	2017	Dapiel Martin			cting@world-avenues.ch	2906 98
General Manager Kempinski Grand Hotel (signature)	des Bains	Financial Contr	11	Ke	octor of Sales & Marketing mpinski Grand Hotel des Bains gnature)	
Amira Elbatal Contracting Agent World Avenues SA – Tra (stamp and signature)	evel Service	ig no				
Amira ElBatal 24.07.2017	A202 Geneva 122 906	Mar 10				
14, rue Ferrier, 906 9	world					

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Kempinski global hotel aliance