

INTERMEDIARY AGREEMENT

COMPANY NAME:	HOTEL NAME/HILTON ENTITY NAME:
WORLD AVENUES S.A.	HOTELERA DIAGONAL SL
ADDRESS:	HOTEL/HILTON CONTACT: Sr Juan Reyna
14, Rue Ferrier	
CH-1202 Geneva	
Switzerland	
VAT No: CHE 109 867 307	
ACCOUNT NUMBER: Amira Saeed	Phone: +34934957777
Phone: 202 27241025	Fax: +34934957789
Fax: 41(0) 22 906 94 10	Sales Fax: +34934957789 Sales Phone: +34934957777

I. NET RATES FOR PACKAGES IF NOT DIRECTLY CONNECTED:

Subject to the General Terms and Conditions, Company may provide rooms in a package through the Net Rate business model only if and as approved in the following table:

Please be aware that these rates will be valid from 1st November 2019 until 31st October 2020.

Breakfast inclusive 🛛 Yes 🔲 No	3reakfast	inclusive	Ø	Yes	☐ No
--------------------------------	-----------	-----------	---	-----	------

Validit	y Dates	Cut-off (in days)	Net & Retail Rates per room Weekdays (Mon-Th)		Net & Retail Rates per room Weekend (Fr-Sun)		
From:	To:		i Pax	2 pax	1 pax	2 pax	
01/11/2019	29/02/2020	I	145.00€	160.00€	140.00€	155.00€	
01/03/2020	31/03/2020	1	146.00€	161.00€	146.00€	161.00€	
01/04/2020	31/07/2020	1	210.00€	225.00€	199.00€	214.00€	
01/08/2020	31/08/2020	1	146.00€	161.00€	146.00€	161.00€	
01/09/2020	31/10/2020	1	210,00€	225.00€	199.00€	214.00€	

Breakfast inclusive	☐ Yes	⊠ No

Validity Dates		Cut-off (in days)	Net & Retail Rates per room Weekdays (Mon-Th)	Net & Retail Rates per room Weekend (Fr-Sun)	
From:	To:		1 & 2 pax	1 & 2 pax	
01/11/2019	29/02/2020	1	130.00€	125.00€	
01/03/2020	31/03/2020	1	131,00€	131.00€	
01/04/2020	31/07/2020	1	195.00€	184.00€	
01/08/2020	31/08/2020	1	131.00€	131.00€	
01/09/2020	31/10/2020	1	195.00€	184.00€	

Allotment/Freesale:

01/11/2019	29/02/2020	Freesale
01/03/2020	31/03/2020	Freesale
01/04/2020	31/07/2020	Freesale

{000011-008910 00113758.DOC; 1}

01/08/2020	31/08/2020	Freesale
01/09/2020	31/10/2020	Freesale

Peak Periods

Breakfast inclusive

✓ Yes

✓ No

From	To	Congress	Cut-off (in days)	Rates (1 pax)	Rates (2pax)	Minimun length of stay	Allotment
04/11/2019	09/11/2019	Local Event	7	280€	295€	3 nights	1 room
18/11/2019	20/11/2019	Smart city Expo	7	230€	245€	3 nights	l room
31/12/2019	31/12/2019	New year's Eve	7	210€	225€	2 nights	1 room
27/01/2020	30/01/2020	Cisco Live	7	250€	265 €	4 nights	1 room
22/02/2020	27/02/2020	MWC	15 Full prepayment Non refundable	990€	1,005€	4 nights	l room
31/03/2020	02/04/2020	In-Cosmetics	7	230€	245€	3 nights	1 room
30/05/2020	01/06/2020	Euroanaesthesia	7	290€	305€	3 nights	1 room
26/10/2020	29/10/2020	Aviation Week	7	310€	325€	4 nights	l room

Static rates (not directly connected) may not be used online	Tax inclusive ⊠ Yes □ No
	Other tax: A bed tax of 1.21€ applicable per pax per night payable on departure

Conditions:

-The allotment offered during peak period is subject to close out dates

Special Offer

	WEEKDAY	V SEASON AYS (Mon-Th) Dic, Jan, Feb Nov, Dic, Jan, Feb		MID SEASON March, August		HIGH SEASON WEEKDAYS (Mon Th) April 1 to July 31/ Sept, Oct		HIGH SEASON WEEKENDS (Fr Sun) April 1 to July 31, Sept, Oct			
	1 pax	2pax	1 pax	2pax	1pax	2pax	1 pax	2pax	1pax	2pax	
BB FIT rates	145.00 €	160.00 €	140.00 €	155.00 €	146.00 €	161.00 €	210.00 €	225.00 €	199.00 €	214.00 €	
20% discount	116.00€	128.00€	112.00€	124,00€	116.80€	128.80€	168.00€	180.00€	159.20€	171.20€	
RO FIT rates	130.	00 €	125,00 €		131,00 €		195,00 €		184.00 €		
20% discount	104.	00€	100.	100.00€		104.80€		156.00€		147.20€	

Conditions:

- -Release: 1 day prior to arrival.
- -Cancellation policy: 14 days prior to arrival. For cancellation after this date full stay penalty will apply.
- -This special offer is not applicable during Peak Periods.
- -This promotion is not accumulative to any other offer.
- -The hotel deserves the right to close the offer during some specific periods. Those will be announced in advance.

II. PAYMENT:

For Net Rates for Room Only and Packages: Hotel will invoice Company after guest check out and Company will pay Hotel within 30 days of receipt of a valid invoice. Each hotel reserves the right to grant Company credit. Net Rates are net of your fee. Should VAT change or any government tax change in 2019/2020, rates will be adjusted accordingly.



III. PREFERRED PLACEMENT:

The Company shall promote favorably Hilton's room inventory and products online and offline. The company shall guarantee that, when selling online they will appear on the first page above the fold for the applicable destination search.

IV. OTHER:

- All the reservations has to be sent to <u>reservations@hiltonbarcelona.com</u>. Bookings not received to this email will not be valid and not entered into the system.
- Hotel Cancellation Policy:
 - -Regular contracted rates: If the stay is cancelled within 3 days (low & mid seasons: Nov to March & August), or 5 days (high season: April to July & Sep, Oct) the 1st night will be charged as Late Cancellation fee. If cancelled prior to the deadline there will be no charge.
 - -Promotional rates: If the stay is cancelled within 14 days prior to arrival the full stay will be charged as cancellation fee.
 - -For Peak periods (with the exception of MWC), if the stay is cancelled within 21 days, the full stay will be charged as Late Cancellation fee. If cancelled prior to the deadline there will be no charge.
 - -For Mobile World congress (Feb 22-27) full stay will be charged in case of cancellation. The reservation is non-cancellable non changeable. Full prepayment must be paid upon confirmation.
 - -NO SHOW: In case of no show without prior notice, full stay charge will apply.
- Hotel Child Policy: 0-2 years cot on request provided with no charge sharing room with 2 adults (subject to availability). Child from 2 to 12 years sharing with 2 adults should stay in existing bedding, junior suite or 2 connecting rooms.
 Each Hotel's child policy applies with regard to free accommodation and meals.
- If Company is interested in discussing group (any booking of more than 9 rooms) please call the Hotel or the Hilton entity at the contact number given above. This agreement does not cover other negotiated or corporate rates. Also, static rates (not directly connected) may never be sold online.
- In areas where there are boxes for "yes" and "no", if "yes" is not specifically checked and authorized, then "no" is conclusively presumed to apply even if "no" is not specifically marked.

Company agrees that this Intermediary Agreement is not effective unless and until, and is conditional upon, approval of Company by Hilton Hotels Corporation ('Hilton') for such services.

In addition to this page containing the Intermediary Agreement Specific Terms ("Specific Terms"), this Agreement is comprised of all the general terms and conditions set forth on the following web site http://www.hiltondistribution.com/globaltc/stdterms.htm, (collectively, the "General Terms and Conditions"). You agree that you will offer the terms of this Agreement to any Hilton owned, managed, leased, licensed, franchised or otherwise affiliated hotel that wishes to enter into an agreement with you. This Agreement, including the Standard Terms & Conditions, constitutes the entire agreement between you and the Hotel and may not be amended or changed unless done so in writing and signed by you and the Hotel. The persons signing below agree that they are authorized representatives of the above indicated Company and

Hotel who have authority to enter into this Agreement. This Agreement will not be valid and enforceable until a signed copy is returned to the Hotel.

