

**HILTON THIRD PARTY INTERMEDIARY AGREEMENT
FIT & LEISURE GROUP (up to 30 rooms per night)**

THIS AGREEMENT is made between

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(1) ("Hilton")

Hilton International Wien GesmbH
Hilton Vienna
Am Stadtpark 1, 1030 Vienna
Austria

Hilton International Wien GesmbH
Hilton Vienna Plaza
Schottenring 11, 1010 Vienna
Austria

International Brand Hospitality GmbH
Hilton Vienna Danube Waterfront
Handelskai 269, 1020 Vienna
Austria

International Brand Hospitality GmbH
Hilton Innsbruck
Salurnerstraße 15, 6010 Innsbruck
Austria

Ms Marta Zasadzinska; Sales Manager Leisure
Phone: +43 1 71700 13426
Fax: +43 1 71700 21000
Email: marta.zasadzinska@hilton.com

For the Hilton Vienna, the Hilton Vienna Plaza, the Hilton Vienna Danube Waterfront and the Hilton Innsbruck

and

(2) **World Avenues S.A. Travel Services** "the provider"
Rue Ferrier, 14 CH-1202 Geneva, Switzerland

Mr. Tarek Elbially
Phone: +202 27 27 34 70
Fax: +202 27273471
Email: contracting@world-avenues.ch
Email for Close-Outs: (please provide your email for close out dates submission).....

stopsales@world-avenues.ch

Introduction

Hilton wishes to appoint the Operator on a non-exclusive basis to market, promote, sell or resell as the case may be its hotel accommodation as part of a Packaged Product (as defined below) provided that the Operator is willing to do so at the terms and conditions set out in this agreement and the outlined schedule (A). The below defined rates are to be used for leisure guests only and are meant for retail to agents and operators on wholesale (B2B) basis only. Rates are valid for FIT bookings and groups up to 30 rooms per night.

Term

Hilton Vienna, Hilton Vienna Danube Waterfront, Hilton Vienna Plaza: from April 1st, 2017 to March 31st 2018

Hilton Innsbruck: from April 1st, 2017 to January 8th 2018

This contract is valid for FIT bookings and leisure group bookings (up to 30 rooms per night – based upon request & availability).

Schedule

A Operator **Rates** for Packaged & Leisure Group (up to 30 rooms per night) Products:

HILTON VIENNA

Below room rates apply to the Hilton Guestroom Category (maximum capacity: double occupancy). Supplement charges as per section C and J.

		LOW SEASON	SHOULDER SEASON	HIGH SEASON	FAIR DATES
FIT	DBL	110,00	160,00	186,00	362,00
	SGL	110,00	160,00	186,00	362,00
	TRPL	190,00	240,00	266,00	442,00
		11.11.2017 – 23.11.2017	03.04.2017 – 19.04.2017	02.05.2017 – 03.05.2017	01.04.2017 – 02.04.2017
		17.12.2017 – 28.12.2017	25.04.2017 – 01.05.2017	09.05.2017 – 29.05.2017	20.04.2017 – 24.04.2017
		02.01.2018 – 27.02.2018	01.07.2017 – 03.09.2017	04.06.2017 – 15.06.2017	04.05.2017 – 08.05.2017
		04.03.2018 – 31.03.2018	25.10.2017 – 10.11.2017	21.06.2017 – 30.06.2017	16.06.2017 – 20.06.2017
			24.11.2017 – 30.11.2017	04.09.2017 – 22.09.2017	23.09.2017 – 26.09.2017
			03.12.2017 – 07.12.2017	27.09.2017 – 20.10.2017	21.10.2017 – 24.10.2017
			10.12.2017 – 16.12.2017	01.12.2017 – 02.12.2017	29.12.2017 – 01.01.2018
				08.12.2017 – 09.12.2017	28.02.2018 – 03.03.2018

Seasons are incl. first and last day.

Arrivals on 08.12.2017 or 09.12.2017 require a minimum stay of 2 nights and arrivals on 30.12.2017, 31.12.2017 or 01.01.2018 require a minimum stay of 3 nights. During both periods a cancellation period for FIT bookings of 28 days and for group bookings of 60 days applies.

Above Net Rates are given in EURO, quoted per room per night, including current Austrian value added tax, service charge, local taxes and Hilton Buffet Breakfast (as per 01.07.2016). Any adaptations of prices due to changes in the Austrian law shall be borne by the client. The Austrian Hilton Hotels reserve the right to amend the above mentioned seasons throughout the contractual period.

HILTON VIENNA PLAZA

Below room rates apply to the Hilton Guestroom Category (maximum capacity: double occupancy). Supplement charges as per section C and J.

		LOW SEASON	SHOULDER SEASON	HIGH SEASON	FAIR DATES
FIT	DBL	130,00	181,00	207,00	378,00
	SGL	130,00	181,00	207,00	378,00
	TRPL	200,00	251,00	277,00	448,00
		11.11.2017 – 23.11.2017	03.04.2017 – 19.04.2017	02.05.2017 – 03.05.2017	01.04.2017 – 02.04.2017
		17.12.2017 – 28.12.2017	25.04.2017 – 01.05.2017	09.05.2017 – 29.05.2017	20.04.2017 – 24.04.2017
		02.01.2018 – 27.02.2018	01.07.2017 – 03.09.2017	04.06.2017 – 15.06.2017	04.05.2017 – 08.05.2017
		04.03.2018 – 31.03.2018	25.10.2017 – 10.11.2017	21.06.2017 – 30.06.2017	16.06.2017 – 20.06.2017
			24.11.2017 – 30.11.2017	04.09.2017 – 22.09.2017	23.09.2017 – 26.09.2017
			03.12.2017 – 07.12.2017	27.09.2017 – 20.10.2017	21.10.2017 – 24.10.2017
			10.12.2017 – 16.12.2017	01.12.2017 – 02.12.2017	29.12.2017 – 01.01.2018
				08.12.2017 – 09.12.2017	28.02.2018 – 03.03.2018

Seasons are incl. first and last day.

Arrivals on 08.12.2017 or 09.12.2017 require a minimum stay of 2 nights and arrivals on 30.12.2017, 31.12.2017 or 01.01.2018 require a minimum stay of 3 nights. During both periods a cancellation period for FIT bookings of 28 days and for group bookings of 60 days applies.

Above Net Rates are given in EURO, quoted per room per night, including current Austrian value added tax, service charge, local taxes and Hilton Buffet Breakfast (as per 01.07.2016). Any adaptations of prices due to changes in the Austrian law shall be borne by the client. The Austrian Hilton Hotels reserve the right to amend the above mentioned seasons throughout the contractual period.

HILTON VIENNA DANUBE WATERFRONT

Below room rates apply to the Hilton Guest Room Category (maximum capacity: quadruple occupancy). Supplement charges as per section C and J.

		LOW SEASON	SHOULDER SEASON	HIGH SEASON	FAIR DATES
FIT	DBL	83,00	125,00	151,00	265,00
	SGL	83,00	125,00	151,00	265,00
	TRPL	123,00	165,00	191,00	305,00
		11.11.2017 – 23.11.2017	03.04.2017 – 19.04.2017	02.05.2017 – 03.05.2017	01.04.2017 – 02.04.2017
		17.12.2017 – 28.12.2017	25.04.2017 – 01.05.2017	09.05.2017 – 29.05.2017	20.04.2017 – 24.04.2017
		02.01.2018 – 27.02.2018	01.07.2017 – 03.09.2017	04.06.2017 – 15.06.2017	04.05.2017 – 08.05.2017
		04.03.2018 – 31.03.2018	25.10.2017 – 10.11.2017	21.06.2017 – 30.06.2017	16.06.2017 – 20.06.2017
			24.11.2017 – 30.11.2017	04.09.2017 – 22.09.2017	23.09.2017 – 26.09.2017
			03.12.2017 – 07.12.2017	27.09.2017 – 20.10.2017	21.10.2017 – 24.10.2017
			10.12.2017 – 16.12.2017	01.12.2017 – 02.12.2017	29.12.2017 – 01.01.2018
				08.12.2017 – 09.12.2017	28.02.2018 – 03.03.2018

Seasons are incl. first and last day.

Arrivals on 08.12.2017 or 09.12.2017 require a minimum stay of 2 nights and arrivals on 30.12.2017, 31.12.2017 or 01.01.2018 require a minimum stay of 3 nights. During both periods a cancellation period for FIT bookings of 28 days and for group bookings of 60 days applies.

Above Net Rates are given in EURO, quoted per room per night, including current Austrian value added tax, service charge, local taxes and Hilton Buffet Breakfast (as per 01.07.2016). Any adaptations of prices due to changes in the Austrian law shall be borne by the client. The Austrian Hilton Hotels reserve the right to amend the above mentioned seasons throughout the contractual period.

HILTON INNSBRUCK

Below room rates apply to the Hilton Guestroom Category (maximum capacity: triple occupancy). Supplement charges as per section C and J.

		LOW SEASON	SHOULDER SEASON	HIGH SEASON	FAIR DATES
FIT	DBL	98,00	124,00	146,00	256,00
	SGL	98,00	124,00	146,00	256,00
	TRPL	133,00	159,00	181,00	291,00
		01.04.2017 – 13.04.2017	14.04.2017 – 24.04.2017	01.05.2017 – 01.10.2017	25.04.2017 – 27.04.2017
		24.10.2017 – 16.11.2017	28.04.2017 – 30.04.2017	17.11.2017 – 18.11.2017	29.12.2017 – 04.01.2018
		07.01.2018 – 08.01.2018	02.10.2017 – 23.10.2017	24.11.2017 – 09.12.2017	
			19.11.2017 – 23.11.2017	24.12.2017 – 28.12.2017	
			10.12.2017 – 13.12.2017		
			05.01.2018 – 06.01.2018		

Seasons are incl. first and last day.

Arrivals on 30.12.2017, 31.12.2017 or 01.01.2018 require a minimum stay of 3 nights. During both periods a cancellation period for FIT bookings of 28 days and for group bookings of 60 days applies.

Above Net Rates are given in EURO, quoted per room per night, including current Austrian value added tax, service charge and Hilton Buffet Breakfast (as per 01.07.2016). All rates are excl. city tax, for billing of the city tax, please refer to section N.

Any adaptations of prices due to changes in the Austrian law shall be borne by the client. The Austrian Hilton Hotels reserve the right to amend the above mentioned seasons throughout the contractual period.

B **Hotel Currency:** EURO

C **Supplements** for Higher Room Categories (to be charged per room per night):

Hilton Vienna

EUR 25,00 Hilton City View Room (maximum capacity: double occupancy)
EUR 35,00 Hilton Cathedral View Room (maximum capacity: double occupancy)
EUR 65,00 Hilton Executive City View Room (maximum capacity: double occupancy)

Hilton Vienna Plaza

EUR 15,00 Hilton Corner Room (maximum capacity: double occupancy)
EUR 25,00 Hilton Plaza Room (maximum capacity: triple occupancy with extra bed)
EUR 65,00 Hilton Executive Room (incl. free WIFI) (maximum capacity: triple occupancy with extra bed)

Hilton Vienna Danube Waterfront

EUR 30,00 Hilton Waterfront Room (maximum capacity: quadruple occupancy)
EUR 35,00 Hilton Deluxe Waterfront Room (maximum capacity: triple occupancy with extra bed)
EUR 65,00 Hilton Executive Room (maximum capacity: triple occupancy)
EUR 75,00 Hilton Executive Waterfront Room (maximum capacity: triple occupancy)

Hilton Innsbruck

EUR 35,00 Hilton Mountain View Deluxe Room (incl. free WIFI) (maximum capacity: triple occupancy)

Half board Supplements (for leisure groups from 10 rooms) quoted per person, in EURO, per serving, including VAT, excl. beverages. Half Board supplements do not apply to New Year's Eve and Christmas Gala Dinner.

Hilton Vienna

EUR 24,00 3-course-menu* or buffet**

Hilton Vienna Plaza

EUR 24,00 3-course-menu* or buffet**

Hilton Vienna Danube Waterfront

EUR 19,00 3-course-menu* or buffet**

Hilton Innsbruck

EUR 25,00 3-course-menu* or buffet**

* Menus are pre-set and will be communicated on request.

** Buffet is available for groups larger than 25 persons.

Menus are fixed by the hotel, special requests might result in supplement charges.

D The Operator's Hilton account manager shall be Ms Marta Zasadzinska

E **Allotment:**

Hotel	Release	Dates	Comments
Hilton Vienna	2 days	01.04.2017 – 31.03.2018	Freesale
Hilton Vienna Plaza	2 days	01.04.2017 – 31.03.2018	Freesale
Hilton Vienna Danube Waterfront	2 days	01.04.2017 – 31.03.2018	Freesale
Hilton Innsbruck	2 days	01.04.2017 – 08.01.2018	Freesale

* GROUP ALLOTMENT IS NOT VALID DURING FAIR PERIODS. FIT BOOKINGS (ALLOTMENT/FREESALE) DURING FAIR PERIODS AND OVER NEW YEAR'S PERIOD HAVE A 28-DAYS RELEASE. ROOM REQUESTS ADDITIONAL TO ALLOTMENT/ALLOCATION CAN BE BOOKED AT THE PREVAILING BEST AVAILABLE RATE. IN CASE FREESALE IS BEING OFFERED IT IS ONLY VALID FOR FIT BOOKINGS UP TO 9 ROOMS PER NIGHT. THE HOTEL RESERVES THE RIGHT TO TAKE BACK THE GIVEN ALLOCATION IN CASE 30 % OF THE TOTAL ROOMS WERE NOT PICKED UP. MATERIALIZATION WILL BE CALCULATED ON A MONTHLY BASIS.

F Fair Dates: (including first and last day)

Month	Hilton Vienna	Hilton Vienna Plaza	Hilton Vienna Danube Waterfront	Hilton Innsbruck
April	01.04.2017 – 02.04.2017 20.04.2017 – 24.04.2017	01.04.2017 – 02.04.2017 20.04.2017 – 24.04.2017	01.04.2017 – 02.04.2017 20.04.2017 – 24.04.2017	25.04.2017 – 27.04.2017
May	04.05.2017 – 08.05.2017	04.05.2017 – 08.05.2017	04.05.2017 – 08.05.2017	
June	16.06.2017 – 20.06.2017	16.06.2017 – 20.06.2017	16.06.2017 – 20.06.2017	
September	23.09.2017 – 26.09.2017	23.09.2017 – 26.09.2017	23.09.2017 – 26.09.2017	
October	21.10.2017 – 24.10.2017	21.10.2017 – 24.10.2017	21.10.2017 – 24.10.2017	
December / January	29.12.2017 – 01.01.2018	29.12.2017 – 01.01.2018	29.12.2017 – 01.01.2018	29.12.2017 – 04.01.2018
February/March	28.02.2018 – 03.03.2018	28.02.2018 – 03.03.2018	28.02.2018 – 03.03.2018	

G Close out Dates*: (including first and last day)

Month	Hilton Vienna	Hilton Vienna Plaza	Hilton Vienna Danube Waterfront	Hilton Innsbruck
May	30.05.-31.05.2017	30.05.-31.05.2017	30.05.-31.05.2017	
June	01.06.-03.06.2017	01.06.-03.06.2017	01.06.-03.06.2017	

* THE HOTEL RESERVES THE RIGHT TO ADD CLOSE-OUT DATES / STOP SALE THROUGHOUT THE CONTRACT PERIOD.
FROM TIME OF ANNOUNCEMENT OF ADDITIONAL CLOSE OUT DATES, EXISTING BOOKINGS HAVE TO BE SUBMITTED TO THE HOTEL WITHIN 24 HOURS.
NOT USED ALLOCATION WILL FALL BACK TO THE HOTEL'S GENERAL AVAILABILITY AUTOMATICALLY AFTER THESE 24 HOURS.

H Cancellation Policy (1-9 rooms per night) for all 4 hotels:

For individual guests cancellation is free of charge until 4 PM, 1 day prior to arrival date. For cancellations after 4 PM 1 day prior to arrival, the hotel will charge the first night to the agency. During fair dates cancellation is free of charge until 28 days prior arrival. After that, the hotel will charge the first night to the agency.

I Leisure group terms & conditions (10-30 rooms per night):

- Full Cancellation policy: The hotel management accepts a cancellation free of charge of the total number of rooms reserved up to 28 days prior to the date of arrival. From 27 to 7 days prior arrival date 10% of the remaining room block can be cancelled free of charge. As of 6 days prior arrival no free cancellation is possible. The possible charges occur for the total envisaged stay period.
In case of a full cancellation, a reduction as per below clause "room block reduction policy" is not possible.
- Room Block reduction policy: From 27 to 7 days prior to arrival 10% of the remaining room block can be reduced free of charge. As of 6 days prior arrival no free reduction is possible.
- Final name list due: 14 days prior arrival
- Deposit: 100% required, 28 days prior to arrival
- Porterage: EUR 4.00 per room round trip (= in & out)
- During fair & congress dates leisure group terms & conditions will vary and will be negotiated on a case by case basis.
- Arrival time: 15:00 hrs, Departure time: 12:00hrs

J Child Policy:Hilton Vienna:

Children stay free in their parents' room up to the age of 12 years on a bed & breakfast basis. The maximum number of people sharing 1 standard room is 2. Therefore, if children up to the age of 12 years are joined by both parents an upgrade to the Corner Room at a supplement of € 45,00 per night is required. For children as of 12 years (or adults) the triple supplement of € 80,00 per night applies which already includes an upgrade to a Corner Room.

Hilton Vienna Plaza:

Children stay free in their parents' room up to the age of 12 years on a bed & breakfast basis. The maximum number of people sharing 1 standard room is 2. Therefore, if children up to the age of 12 years are joined by both parents an upgrade to the Plaza Room at a supplement of € 25,00 per night is required. For children as of 12 years (or adults) the triple supplement of € 70,00 per night applies which already includes an upgrade to a Plaza Room.

Hilton Vienna Danube Waterfront:

Children stay free in their parents' room up to the age of 12 years on a bed & breakfast basis. The maximum number of people sharing 1 standard room is 4. For children as of 12 years (or adults), the triple supplement of € 40,00 or the quadruple supplement of € 80,00 applies.

Hilton Innsbruck:

Children stay free in their parents' room up to the age of 12 years on a bed & breakfast basis. The maximum number of people sharing 1 room is 3. For children older than 12 years (or adults), the triple supplement of € 35,00 applies.

K Relocation

In the unlikely event that Hilton does not, for any reason have the required number of rooms available at the relevant hotel on the required dates as per the booking, Hilton reserves the right (without liability) to relocate the client within the Hilton Austria Cluster or to an alternative hotel of a similar standard in the same locality. This is also applicable in case the hotel ceases the operation at this location.

If the particular room, which has been booked by the client, is unavailable at the hotel on the required date as per booking, Hilton reserves the right (without liability) to relocate the client to an alternative room of a similar standard within the same hotel.

L Renovations

The hotel points out that renovation might be carried out in part of hotel as well as in the near neighborhood. However, the routine operation of those parts of the hotel are not affected by renovation work and will continue without interruption. The hotel shall take the necessary steps to ensure that the organizer and hotel guests will not suffer any inconvenience. The hotel does not accept any legal liability or warranty for any damages and claims arising from this construction activity, except in the case of injuries to persons or damages to property caused by intent or gross negligence.

M Payment of Invoice:

A company credit card is required to guarantee bookings. Credit card information needs to be forwarded to the Hotel when signing the contract. Payment is due within 30 days after date of invoice. If payment is not settled by then, 1% interest is charged per month. The hotel is entitled to debit the company credit card if payment has not been settled within 30 days from date of invoice.

N City Tax Hilton Innsbruck

Please note that the rates for Hilton Innsbruck are quoted excluding city tax. The city tax is currently calculated at EUR 1.00 per person / per night. As per Hilton standard procedure the city tax will be billed to the booking agency and will be shown as a separate charge on all invoices which are issued. In case the operator prefers a different handling, a written request needs to be sent within 14 days from date of signature to sales.vienna@hilton.com.

Payable to:

HILTON INTERNATIONAL WIEN GmbH

HILTON VIENNA

BANK: BANK AUSTRIA CREDITANSTALT
ADDRESS: SCHUBERTSTRASSE 14, 1010 WIEN
ROUTING CODE: 12000
ACCOUNT: 00626200000
IBAN: AT12 1100 0006 2620 0000
SWIFT(BIC): BKAUATWW

HILTON INTERNATIONAL WIEN GmbH

HILTON VIENNA PLAZA

BANK: BANK AUSTRIA CREDITANSTALT
ADDRESS: SCHUBERTSTRASSE 14, 1010 WIEN
ROUTING CODE: 12000
ACCOUNT: 09624800000
IBAN: AT65 1100 0096 2480 0000
SWIFT(BIC): BKAUATWW

INTERNATIONAL BRAND HOSPITALITY GmbH

HILTON VIENNA DANUBE WATERFRONT

BANK: BANK AUSTRIA CREDITANSTALT
ADDRESS: SCHUBERTSTRASSE 14, 1010 WIEN
ROUTING CODE: 12000
ACCOUNT: 00696074616
IBAN: AT96 1200 0006 9607 4616
SWIFT(BIC): BKAUATWW

INTERNATIONAL BRAND HOSPITALITY GmbH

HILTON INNSBRUCK

BANK: BANK AUSTRIA CREDITANSTALT
ADDRESS: SCHUBERTSTRASSE 14, 1010 WIEN
ROUTING CODE: 12000
ACCOUNT: 0043 5095 013
IBAN: AT98 1200 0004 3509 5013
SWIFT (BIC): BKAUATWW

ATTESTATION

Signed by:

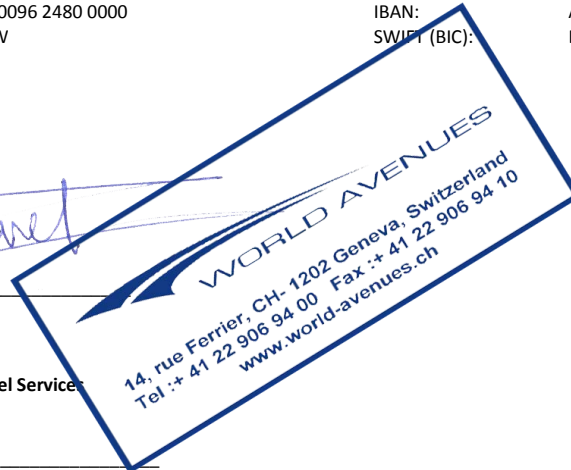
Mr. Tarek Elbialy

Signature

for and on behalf of

World Avenues S.A. Travel Services

Date: **02.11.2016**



Signed by:

Marta Zasadzinska

Sales Manager Leisure

Signature

for and on behalf of

**Hilton International Wien GesmbH and
International Brand Hospitality GmbH
Vienna, 12 October 2016**

Signed by:

Nicolai Padoan

Cluster Director of Business Development

Signature

for and on behalf of

**Hilton International Wien GesmbH and
International Brand Hospitality GmbH
Vienna, 12 October 2016**

STAMP:

Signed by:

Ursula Emhofer

Cluster Director of Sales

Signature

for and on behalf of

**Hilton International Wien GesmbH and
International Brand Hospitality GmbH
Vienna, 12 October 2016**

Terms and Conditions

1 Definitions and Interpretation

1.1 Definitions: In this Agreement (including the "Schedule") the following words shall have the meanings set out below:

Term	Definition
Accommodation	Means accommodation from the Allocation or any accommodation provided by Hilton at the Operator Rates.
Agreement	Means this agreement and the Schedule.
Additional Services	Means portorage, business services (including faxes, meeting rooms etc) and all meals (including breakfast, lunch and dinner and any other food or room service).
Allocation	Means the number and type of bedrooms to be held available by Hilton at the Hotel(s) until the Release Dates for use by the Operator on any given day during the Term as specified in the Schedule.
Booking	Means a booking made by the Operator for Accommodation in accordance with clause 3.1.
Cancellation Policy	Means the relevant Hotel cancellation policy as detailed in the Schedule.
Customer Rates	Means the rates at which the Operator provides the Accommodation to Guests.
Group	Means a group of persons purchasing collectively 10 or more rooms in any one transaction.
Guest	Means any individual booked to stay at a Hotel by the Operator.
Hotel Sums	Means all those sums described in clause 3.3.
Hotel	Means any hotel owned, operated or franchised from time to time by Hilton Worldwide, an operating division of the UK based Hilton Group plc. For the avoidance of doubt, Hilton shall not be obliged to include all or any particular hotel(s) in this Agreement.
Insolvency Event	Means where: (i) a party becomes unable to pay its debts as they fall due or the value of its assets is less than the amount of its liabilities taking into account its contingent and prospective liabilities; (ii) in relation to a party a statutory demand is served, a receiver is appointed or any insolvency procedure under the Insolvency Act 1986 is instituted or occurs; (iii) any order is made for or there occurs proceedings constituting main proceedings in any member state of the European Union; or (iv) any analogous demand, appointment or procedure is instituted or occurs in relation to a party elsewhere than in England and Wales.
Intellectual Property	Means any current and future intellectual property rights, including: (a) copyrights, trade marks, trade names, domain names, rights in logos and get-up, inventions, confidential information, trade secrets and know-how including commercial know-how, design rights, patents, utility models, all rights of whatsoever nature in computer software and data, rights in databases, privacy rights; and (b) all intangible rights and privileges of a nature similar, analogous or allied to any of the above; in every case in any part of the world and whether or not registered, including in relation to the above: (c) all granted registrations and all applications for registration; (d) all renewals, reversions or extensions; (e) the right to sue for damages for past infringement; and (f) all forms of protection of a similar nature which may subsist anywhere in the world.
Management Information	Means such sales account management information as Hilton may request from time to time.
Packaged Product	Means where the Operator sells Accommodation together with flights, other transportation, activities and/or events as selected by the Operator.
Operator Rates	Means the rates at which Hilton provides accommodation to the Operator as specified in the Schedule
Release Date	Means the date after which the Allocation not subject to a confirmed reservation by the Operator will be released for sale by the Hotel as indicated in the Schedule.
Request	Means accommodation at the Hotels requested by the Operator in addition to the Allocation in accordance with clause 3.6.
Reserved Accommodation	Means the Accommodation being held from time to time by the Hotel for the Operator pursuant to a Booking as detailed in clause 3.1.
Reservation Notice	Means a notice in writing from the Operator specifying: 1The number and type of bedrooms that the Operator wishes to reserve; 2The names of the guests for whom accommodation is to be reserved by the Operator; 3 Any additional service for which additional charges will apply; and 4. Such other details as Hilton and/or the Hotel may require from time to time. The client needs to communicate the arrival time, special occasion and special requests like smoking room, high floor etc. to the reservation agent.
Retail Rate	Means the publicly available room rate at which the Operator may sell Accommodation to guests on a room only basis as notified by Hilton to the Operator from time to time.
Room Only Product	Means where the Operator sells Accommodation without any flight, other transportation or activity provided by a third party. Room Only Products include the sale of 'room only' products, 'Bed & Breakfast' products, 'Dinner Bed & Breakfast' products and any other combination of activities which are solely provided by Hilton.
Schedule	Means the schedule attached to this Agreement as it may be amended from time to time by Hilton on reasonable notice to the Operator.
Term	Means the term detailed on the front page of this Agreement.
Trade Mark	Means the Hilton trademarks, trade names and logos whether or not registered or capable of registration.

1.2 All definitions in clause 1.1, where the context requires, shall apply to all references to cognate forms and plural and singular forms, and any other forms, of the words defined and in relation to any variations made to this Agreement. Schedule means the schedule attached to this Agreement as may be varied from time to time by Hilton on reasonable notice to the Operator.

1.3 In this Agreement a reference to:

- (a) persons includes a reference to any bodies corporate, unincorporated associations or partnerships in any jurisdiction;
- (b) a clause or Schedule, unless the context otherwise requires, is a reference to a clause of, or the Schedule to, this Agreement; and
- (c) any act or regulation, shall be construed as referring also to any amendment or re-enactment (whether before or after the date of this Agreement).

2. Appointment

- 2.1 Hilton appoints the Operator for the Term as one of its non-exclusive distributors to market, promote and sell the Accommodation as part of a Packaged Product to customers on the terms and conditions of this Agreement and the Operator accepts this appointment.
- 2.2 The Operator shall have full discretion to sell Accommodation to Guests or prospective Guests at any price it chooses when the rates are part of a Packaged Product.
- 2.3 For Packaged Products, the Operator Rates are discounted on the normal room rate offered by Hilton to guests at the Hotels.
- 2.4 The Operator shall not post, publish, market, advertise or in any other way disclose the Customer Rates to the public whether directly or indirectly (including on the Internet).
- 2.5 The Operator warrants and undertakes that it shall: (i) not break down the cost of the Packaged Product so that the Customer Rates can be calculated by a Guest; (ii) give Hilton the right to approve marketing

and promotional materials for all Packaged Products that it intends to offer, prior to it marketing, promoting or selling them but solely so that Hilton can ensure the accuracy of the material details that they contain and that the prestige of the Hilton brand is properly maintained at the very highest level. Hilton shall have the right to grant or withhold its approval on such Packaged Products at its discretion; and (iii) ensure that all third parties to whom the Operator subsequently distributes Accommodation undertake to comply fully with, and do in fact comply with, the entirety of this clause 2. Any failure by the Operator to adhere to this clause may result in all or part of the allocation being withdrawn and cancellation of the contract.

- 2.6 The Operator shall, and shall procure that its employees, subcontractors, agents and other authorised personnel shall, keep the Operator Rates, the provisions of this Agreement and all other matters relating to Hilton confidential.

Tax

- 2.7 The Operator Rates are inclusive of all applicable taxes at the date of this Agreement except where detailed otherwise in the Schedule.

Child Policy

- 2.8 The Operator accepts the Hotels' Child Policies as set out in the Schedule.

Inclusions

- 2.9 All Operator Rates are room only unless otherwise specified. All Additional Services and any other services (including any food, beverages or other items provided) shall be charged at Hilton's then current standard rates for the Hotel in question and charged to the Guest on their departure from the Hotel.

3. Reservations and Bookings

- 3.1 In order to make a booking of any Accommodation, the Operator must (in accordance with these terms and conditions including clause 3.6) send a Reservation Notice. Once Hilton and the Hotel have received such Reservation Notice this shall be referred to as a "Booking". Subject to clauses 3.2 and 3.3 below, Hilton agrees to retain the Accommodation detailed in the Booking for the Operator and in such circumstances the Accommodation shall be referred to as "Reserved Accommodation" for the purposes of this Agreement. If no Booking is received prior to the Release Date for any Accommodation or if a Booking is received at the Release Date only in respect of part of the Allocation, then the Allocation or the remainder of the Allocation (as the case may be) will automatically be released by Hilton back to the Hotel and thereafter the Operator shall have no right to make any Bookings in respect of such Accommodation and/or Allocation. Following such release back to the Hotel the Hotel may, at its discretion, sell or release the Accommodation to any third party.
- 3.2 No contract shall be made between either Hilton or the Hotel (or its owner) and the Guest until the Booking has been either accepted on the reservation system of either Hilton or the Hotel (whichever is the earlier).
- 3.3 Unless otherwise agreed in writing with Hilton, all costs of Accommodation and any applicable Additional Services for all Bookings made either by or via the Operator, less any sums paid by the Guest direct to the Hotel on check out must be paid by the Operator to Hilton ("Hotel Sums"). Hilton shall invoice the Operator for the Hotel Sums within the number of working days specified in the Schedule of the Guest departing the Hotel and the Operator shall pay such invoice within the number of working days specified in the Schedule.
- 3.4 The Operator must provide the Reservation Notice to the Hotel no later than the Release Date.
- 3.5 All reservations are subject to availability and acceptance by Hilton and the relevant Hotel. The Operator shall indemnify and hold Hilton and the Hotel harmless from and against all losses, claims, liability, costs, damages, fines or expenses (including all legal costs) incurred or suffered by Hilton and the Hotel arising out of or in connection with any errors, omissions or inaccuracies made by the Operator in completing a Booking.
- 3.6 All Bookings must utilise the Allocation until this has been fully booked. Hilton may then at its discretion offer the Operator accommodation in addition to the Allocation ("Request"). However in such circumstances Hilton will require the Operator to provide it promptly with full details of the sold Allocation. Hilton shall notify the Operator from time to time the rates at which Accommodation pursuant to a request will be made available.
- 3.7 Hilton may at any time upon one month's notice reduce the Allocation as it deems appropriate in respect of any Hotel if:

- (a) the Operator is not utilising 80% or more of the Allocation for any Hotel each month calculated on the basis of a quarterly average for that Hotel; and/or
- (b) in Hilton's reasonable opinion reservations made by and/or via the Operator are (i) not genuine; (ii) cancelled frequently and/or (iii) altered frequently.

- 3.8 The Allocation will be reviewed between Hilton and the Operator on a quarterly basis.

4. Arrival & Departure

- 4.1 The Operator acknowledges and agrees that it will advise prospective Guests as part of the terms and conditions for the Accommodation that (i) Guests are subject to, and accept Hilton's terms and conditions prevailing at the time of the Booking; and (ii) that the Reserved Accommodation will not normally be available earlier than 15:00 hrs on the relevant day of the Guest's arrival.
- 4.2 The Operator acknowledges and agrees that it will advise prospective Guests that the Reserved Accommodation must be vacated no later than 12:00 hrs on the relevant date of the Guest's departure. The Operator acknowledges and agrees that it shall ensure Guests are informed that failure by the Guest to do so may incur a late departure charge being applied to the Guest's account, which must be settled by the Guest on their departure. Note the late departure charge will vary according to the relevant Hotel.
- 4.3 In the unlikely event that Hilton does not, for any reason, have the number and type of rooms required by the Operator available at the relevant Hotel as per the Booking, Hilton reserves the right at its discretion to relocate the Guest concerned to an alternative hotel of a similar or higher standard.
- 4.4 Hilton and the Hotel reserve the right to refuse entry to, and remove any Guest from, the Hotel and accommodation at the Hotel if any authorised person of Hilton considers, in his reasonable opinion, that the Guest is under the influence of drink or drugs, is unsuitably dressed or is behaving in a threatening, abusive or otherwise unacceptable manner.

5. Cancellation and Non-Arrivals

- 5.1 The Hotel's Cancellation Policy shall apply in respect of any Booking.
- 5.2 If there is no Cancellation Policy for a Hotel then if the Operator has not cancelled (in writing) any Booking by 16:00 hrs one day prior to arrival date then all Hotel Sums in respect of any Booking shall remain payable by the Operator in accordance with clause 7.
- 5.3 Changes in either the confirmed number of Guests and/or the confirmed number of nights will entitle Hilton to amend the Operator Rates, or cancel the Booking.

6. Content

- 6.1 Subject to the remaining provisions of this clause Hilton and/or the Hotel will from time to time provide the Operator with such information as they deem necessary to enable the Operator to market, promote and sell the Accommodation as part of a Packaged Product ("Marketing Information"). The Operator may use the Marketing Information in any brochure or marketing material that it produces but must ensure, other than where it receives an electronic feed of such information direct from Hilton and the Operator uses this without altering it in any way, that the information used by or for the Operator is: (i) accurate, not misleading and at all times in conformity with the Marketing Information; (ii) updated as necessary from time to time; and (iii) approved by Hilton and /or the Hotel prior to publication.
- 6.2 The Operator shall at its own expense provide Hilton and/or (if Hilton so directs) any Hotel with full details of all the Packaged Products that it offers and as many copies of any brochure or marketing literature produced by it or on its behalf featuring the Hotels, as soon as they are available as may be required by Hilton.
- 6.3 Hilton hereby grants the Operator a licence to use the Hilton name, the Trade Mark and any other Intellectual Property (together "Hilton Intellectual Property") solely for the purposes of this Agreement provided that any such use is approved by Hilton in advance. The Operator's licence is personal and may not be assigned or transferred. Hilton retains all ownership of the Hilton Intellectual Property including the right to license third parties to use it. Nothing shall give the Operator any right to use the Hilton Intellectual Property (except as detailed in this Agreement) or the goodwill attaching or accruing to it.
- 6.4 The Operator acknowledges and accepts that it must properly and effectively communicate to the Guests all reasonably material information relating to their stay at the Hotel provided always that

Hilton or the Hotel has communicated such information to the Operator in advance. Such information shall include but not be limited to information about any facilities at the Hotel being unavailable, that building, refurbishment or repair work is taking place at, or near the Hotel, or that other reasons exist why their stay at the Hotel may not be as they anticipated.

- 6.5 The Operator shall indemnify and hold Hilton and the Hotels harmless from and against all losses, claims, liability, costs, damages, fines or expenses (including all legal costs) incurred or suffered by Hilton arising out of or in connection with any breach of clauses 6.1, 6.3 and 6.4.

7. Payment

- 7.1 The Operator must make all payments to Hilton in the currency detailed in the Schedule unless otherwise agreed in writing. The Operator shall be liable for payment of all Hotel Sums in accordance with the payment methods set out below. All payments by the Operator to Hilton shall be made without deduction or setoff for any reason whatsoever.
- 7.2 Unless pre-authorised credit facilities have been agreed with Hilton, the Operator must pay the Hotel Sums in accordance with clause 3.3. Failure by the Operator to pay the Hotel Sums in accordance with clause 3.3 will entitle Hilton at its discretion to cancel all of the Operator's Bookings and resell the relevant Accommodation to any third party itself.
- 7.3 If pre-authorised credit facilities have been agreed with Hilton, then the Operator must pay all sums owing under such credit facilities within [5] calendar days of receiving notice from Hilton that any pre-authorised credit limit has been reached and in all other cases pay all sums owing following Hilton issuing invoices in relation to and in accordance with the terms of such facilities. All Hilton invoices shall be paid in full within the number of working days of their date of issue as specified in the Schedule.
- 7.4 Any sums due under invoices which are unpaid by the relevant payment date must be paid by the Operator with interest, calculated in accordance with clause 7.5 below.
- 7.5 If pre-authorised credit facilities have been agreed, non-payment of invoices by the relevant due date or non-payment once the pre-authorised credit limit has been reached may result in their withdrawal. In addition Hilton reserves the right at its discretion to charge interest, per month or part thereof, on all unpaid sums at the rate of 8% above the prevailing base interest rates of the Bank of England until payment in full is received.
- 7.6 If any Guest makes a complaint in relation to any of the Hotels then the Operator shall immediately refer this complaint to the Hotel. The Operator shall not make any payment, refund or concession to the Guest concerned without the prior written approval of Hilton and shall not enter into any discussions or negotiations with the Guest regarding the complaint.

8. Operator's Obligations

- 8.1 The Operator shall:
- (a) Use its reasonable endeavours to market, promote and sell the Accommodation to persons during the Term;
 - (b) Perform all of its obligations under this Agreement with reasonable skill, care and diligence, in an efficient, competent and professional manner and in accordance with best industry practice in compliance with all applicable national and international laws and codes of practice from time to time in force (including but not limited to the Package Travel, Package Holidays and Package Tours Regulations 1992 or equivalent local law where these Regulations do not apply to the Operator);
 - (c) Hold, and ensure that all its sub-contractors and employees hold, all permits, licences and authorisations necessary or desirable to enable it to comply with its obligations under this Agreement;
 - (d) Liaise with its Hilton account manager (as specified in the Schedule or as notified by Hilton from time to time) on a regular basis to review, discuss and monitor the Operator's marketing of the Accommodation;
 - (e) Promptly provide to Hilton Management Information at such times and from time to time as Hilton may reasonably require;
 - (f) Promptly and fully notify Hilton of any complaint, claim or query raised by a Guest or prospective Guest relating to the Hotel or Accommodation; and
 - (g) Implement and maintain at all times during the Term connectivity to Hilton's Central Reservation System within a reasonable time frame and in a manner satisfactory to Hilton.

- 8.2 The Operator shall not without Hilton's prior written consent:

- (a) Bind (or hold itself out as being able to bind) Hilton or the Hotels to any contract or create any liability against Hilton or the Hotels nor describe itself as agent or representative of Hilton or the Hotels except as expressly authorised by Hilton under this Agreement in respect of Room Only Products;
- (b) Make or give any representation, warranty, statement or claim about any of the Hotels or any of the facilities in them except as authorised by Hilton and / or the Hotels under the Marketing Information;
- (c) Assign, transfer, charge, subcontract or otherwise deal with this Agreement or any of its rights and/or obligations arising under it; or
- (d) Bid on or buy or otherwise deal in (Internet) keywords containing Hilton's trade names or trademarks or any name or mark colourably similar thereto.

9. Hilton's Obligations

- 9.1 Hilton may at any time upon giving the Operator one month's prior notice add to or remove hotels from the Hotels. Subject at all times to Hilton's right under clause 4.3 this shall not affect Bookings already made prior to such notification. The Operator shall have no remedy against Hilton or the Hotels and shall not be entitled to terminate this Agreement as a result of any such amendment to the Hotels.
- 9.2 Hilton may at any time assign, transfer, charge, sub-contract or otherwise deal with all or any of its rights and / or obligations under this Agreement and / or novate or deal in this Agreement in whole or in part.

10. Liability and indemnity

- 10.1 The Operator shall ensure that Guests accept and agree to any terms or conditions in this Agreement that relate to them, and in addition the Hotel's terms, conditions, rules and procedures from time to time in force governing Guests staying at the Hotel (a current copy of which is available from the Hotel upon request) including but not limited to health and safety, security procedures and requirements as to registration.
- 10.2 The Operator shall fully indemnify Hilton and the Hotels and hold them harmless from and against any losses, claims, demands, damages, costs or expenses suffered by Hilton or the Hotels in connection with any:
- (a) loss or damage of any nature whatsoever at the Hotel or otherwise belonging to or under the control of Hilton, or in connection with personal injury to or death of any person caused by a Guest; and
 - (b) any loss, damage, personal injury or death of any nature whatsoever suffered by any Guest in connection with the Guest's stay at a Hotel, or a failure by Hilton or a Hotel to provide any number and/or particular type of rooms required by the Operator as per any Booking, otherwise than as a result of Hilton's wilful default or negligence; and
 - (c) loss, damage, personal injury or death of any nature whatsoever, howsoever caused arising as a result of the Operator's or the Guest's failure to comply with this Agreement.
- 10.3 To the fullest extent permissible by law, Hilton and the Hotels shall not be liable for:
- (a) any loss or damage of any nature whatsoever, howsoever caused to the property of Guests. Any loss or damage to Guest's property must be reported to the Duty Manager at the Hotel at the time of discovery and reported to the Police within 24 hours; and
 - (b) any loss, damage, deficiency, destruction or injury of any nature whatsoever, howsoever caused attributable in whole or part to any circumstances outside the reasonable control of Hilton or the Hotels.
- 10.4 Subject to clause 10.5 if Hilton or the Hotel is found to be liable to the Operator or the Guests for any reason their liability in relation to Packaged Products will be limited to a maximum of 1 per cent of the total sums paid by the Operator to Hilton under this Agreement in aggregate and in respect of any one Booking the relevant Hotel Sums paid by the Operator to Hilton;
- 10.5 Notwithstanding any other provision in this Agreement, neither Hilton nor the Hotels seek to limit or exclude their liability for death or personal injury caused through their negligence.

11 Confidentiality

- 11.1 Each party shall keep secret and confidential all information relating to the other party or its business including but not limited to the terms of this Agreement and the rates whether imparted before or after the date of this Agreement and shall not disclose, copy or use such confidential information for any purpose except as may be necessary to comply with its obligations under this Agreement. This obligation of confidence shall apply for the term of this Agreement and thereafter and shall survive its termination or expiry. However this obligation of confidence shall not apply to the extent that any confidential information is in the public domain, is required to be disclosed by the operation of any law or regulatory authority or for the purposes of obtaining professional advice.
- 11.2 For the purposes of this Clause 11 confidential information of Hilton shall be deemed to include all and any confidential information of each Hotel and its owner.

12 Termination

- 12.1 This Agreement shall commence on the date of signature and continue for the Term or until terminated in accordance with this clause 12.
- 12.2 This Agreement may be terminated by either party, on giving the other at least six (6) months prior written notice such notice to expire on the end of the Term or any anniversary thereof.
- 12.3 Hilton may terminate this Agreement immediately on notice in writing if the Operator commits a material or persistent breach of its obligations under the Agreement or suffers an Insolvency Event.
- 12.4 The Operator may terminate this Agreement: (i) if Hilton is in material breach of this Agreement and fails to remedy such breach within fourteen days of Hilton being notified of the breach; or (ii) Hilton suffers an Insolvency Event.
- 12.5 This Agreement shall terminate automatically in part in relation to any Hotel if the relevant Hotel ceases to be owned, operated, managed, franchised, leased or branded by Hilton or under a Hilton family brand name (including but not limited to Hilton Scandic, Scandic by Hilton, Coral by Hilton and Conrad). This shall be without prejudice to Bookings made.
- 12.6 On termination of this Agreement, or part termination under clause 12.5, all outstanding debts (including the Hotel Sums) shall become immediately due and payable.
- 12.7 On termination or expiry of this Agreement for any reason the Operator shall: (i) cease to market, promote or sell Accommodation under this Agreement; (ii) cease using any of Hilton's confidential information or Intellectual Property; and (iii) immediately return to Hilton all of Hilton's confidential information, Intellectual Property, Marketing Information, details of Operator and Customer Rates and other matters under this Agreement to Hilton, or if instructed shall arrange for their immediate destruction.
- 12.8 Any notices sent under this Agreement must be in writing and may be served by personal delivery or by sending the notice by registered mail, post or facsimile transmission to the address given above or at such other address as the relevant party may give for the purpose of service of notices under this Agreement.

13 Miscellaneous

- 13.1 Any variation to this Agreement must be agreed in writing and signed on behalf of Hilton by an authorised Hilton signatory and no other action on the part of Hilton shall be construed as an acceptance of any other terms or conditions. Any other variation or attempted variation of this Agreement by the Operator shall be ineffective.
- 13.2 Hilton agrees that it will, at all times, provide the services of a hotelier to the Operator and Guests with reasonable skill and care.
- 13.3 Hilton shall not be liable to the Operator or Guest by reason of any failure to or delay in performing any of Hilton's obligations under this Agreement if the delay or failure was due to 'Force Majeure'. For the purposes of this Agreement 'Force Majeure' shall mean any cause beyond Hilton's or the Hotels reasonable control including without limitation: fire, flood, explosion, earthquake, storm or other natural disaster, civil commotion, strike, embargo any fault or delay by their sub-contractors or any industrial or civil dispute confined to part or all of their workforce, hostilities (whether war is declared or not), sabotage, terrorist attack, or the acts or decisions of any governmental, public or judicial authority (otherwise than pursuant to the act or default of the party concerned) or the imposition of any independent government sanction, or similar action made after the date of this Agreement.

- 13.4 If any part of this Agreement is found by a court or any competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 13.5 No failure to exercise, and no delay on the part of Hilton or the Hotels in exercising or enforcing, any right under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or the exercise of any other right, power or privilege.
- 13.6 This Agreement shall be governed and construed in accordance with Austrian Law and the parties submit to the exclusive jurisdiction of the courts of Austria provided that this shall not limit the right of Hilton in its discretion to bring an action against the Operator in any other jurisdiction to the extent that this is permitted by law.
- 13.7 Hilton will at all times seek to operate its business in a reasonable and professional manner. Without waiving or limiting any of its rights at law or under this Agreement, Hilton will, in enforcing its rights, where practicable and convenient, ordinarily seek to consider representations made by the Operator.
- 13.8 This Agreement shall not operate so as to create a partnership or joint venture of any kind between the parties.

ATTESTATION

Signed by:

Mr. Tarek Elbialy

Signature

for and on behalf of

World Avenues S.A. Travel Services

WORLD AVENUES
14, rue Ferrier, CH-1202 Geneva, Switzerland
Tel : + 41 22 906 94 00 Fax : + 41 22 906 94 10
www.world-avenues.ch

Date:

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