

HOTEL-LEVEL INTERMEDIARY AGREEMENT ("Agreement")

COMPANY NAME: World Avenues S.A. (references to "Company" or "you" or "your" throughout the Agreement refer to company listed directly above)	HOTEL NAME/HOTEL ENTITY NAME: Elba Düsseldorf Operating GmbH & Co. KG d.b.a. Hilton Düsseldorf (references to "Hotel", "us", "we" or "our" throughout the Agreement refer to the entity listed directly above)
ADDRESS: Alaa Huseen 14 Rue Ferrier 470 CH - 1202 Geneva Switzerland contracting2@world-avenues.ch	HOTEL CONTACT: Sandy Bartelet Georg-Glock-Straße 20, D-40474 Düsseldorf Sandy.Bartelet@hiltondusseldorf.com Email for reservations: reservations.dusseldorf@hilton.com
ACCOUNT NUMBER: Phone: +202 27296770 Fax: +202 27296771	Fax: 0049 211 4377 2410 Phone: 0049 211 4377 2304

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 (if there is no allotment for Company, enter "N/A" in Validity Dates, Allotment, Cut-Off and Net Rates columns and Discount off BAR/FFR at bottom of this box instead; N/A at top of column applies to entire column):

Room type (A)		<input checked="" type="checkbox"/> Standard	<input type="checkbox"/> ROH		<input type="checkbox"/> Superior		<input type="checkbox"/> Other:		Max. Occupancy:			
Validity Dates		Net & Retail Rates per room (in EUR)										
From: 01.01.2017	To: 31.12.2017	Single freesale		Double freesale		Triple Only on request		Minimum Room		Room p/p		
	Inclusive dates	Net	Retail	Net	Retail			Net	Retail	Net	Retail	
FIT												
01.01.17	08.01.17 (All Days)	79,00	freesale	99,00		139,00		1				
09.01.17	09.04.17 (Mon)	139,00	freesale	159,00		199,00		1				
09.01.17	09.04.17 (Tue&Wed)	159,00	freesale	179,00		219,00		1				
09.01.17	09.04.17 (Thu-Sun)	79,00	freesale	99,00		139,00		1				
10.04.17	23.04.17 (All Days)	79,00	freesale	99,00		139,00		1				
24.04.17	16.07.17 (Mon)	139,00	freesale	159,00		199,00		1				
24.04.17	16.07.17 (Tue&Wed)	159,00	freesale	179,00		219,00		1				
24.04.17	16.07.17 (Thu-Sun)	79,00	freesale	99,00		139,00		1				
17.07.17	27.08.17 (All Days)	79,00	freesale	99,00		139,00		1				
28.08.17	17.12.17 (Mon)	139,00	freesale	159,00		199,00		1				
28.08.17	17.12.17 (Tue&Wed)	159,00	freesale	179,00		219,00		1				
28.08.17	17.12.17(Thu-Sun)	79,00	freesale	99,00		139,00		1				
18.12.17	31.12.17 (All Days)	79,00	freesale	99,00		139,00		1				
all dates exclude Fair dates												
Wholesaler/Package operator group rates		Net	Retail	Net	Retail	Net	Retail	Min.				
01.01.17	31.12.17 (All Days)	61,00	On request	81,00		121,00		10				
all dates exclude Fair dates												
Coach Operator group rates		Net	Retail	Net	Retail	Net	Retail					
01.01.17	31.12.17 (All Days)	69,00	On request	89,00		129,00		10				
all dates exclude Fair dates												
Weekend: Friday to Sunday inclusive												

If not mentioned otherwise, cut-off is 24 hours prior to arrival date and cxi as mentioned below in point IV.

Further categories*:

Deluxe rooms – supplement of 20EUR/ room/ night

Executive rooms (with access to Executive Lounge) – supplement of 70EUR/ room/ night

Junior Suites* (with access to Executive Lounge) – supplement of 175EUR/ room/ night *only on request

Fair Periods 2017

Room type (A) <input checked="" type="checkbox"/> Standard <input type="checkbox"/> ROH <input type="checkbox"/> Superior <input type="checkbox"/> Other: Max. Occupancy:													
Validity Dates		Allotment	Cut-off / Cxl deadline	Net & Retail Rates per room (in EUR)									
From: 01.01.2017	To: 31.12.2017			Daily	(in days)	Single		Double		Triple Only on request		Minimum pax	
	Inclusive dates			Net	Retail	Net	Retail	Net	Retail	Net	Retail	Net	Retail
										1			
20.01.2017	28.01.2017 (Boot)	Freesale	14 / 14	169,00		189,00		209,00					
04.03.2017	08.03.2017 (Euroshop)	Freesale	14 / 30	299,00		319,00		339,00					
18.03.2017	20.03.2017 (ProWein)	Freesale	14 / 60	349,00		369,00		389,00					
03.05.2017	09.05.2017 (Interpack)	Freesale	14 / 60	399,00		419,00		439,00					
28.06.2017	02.07.2017 (TDF)	Freesale	14 / 28	179,00		199,00		219,00					
24.09.2017	28.09.2017 (S&S)	Freesale	14 / 30	199,00		219,00		239,00					
06.10.2017	10.10.2017 (Anuga)	Freesale	14 / 30	199,00		219,00		239,00					
16.10.2017	19.10.2017 (A+A)	Freesale	14 / 30	229,00		249,00		349,00					
12.11.2017	15.11.2017 (Medica)	Freesale	14 / 90	399,00		419,00		439,00					

Fee as % of the relevant Retail Rates <input type="checkbox"/> %	Blackout dates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Please mention your black out dates: See Close Out Calendar Please see fair dates and rates mentioned above. Fair Rates are net and incl. breakfast. Dates and amount of fairs are subject to change! Freesale Cooperation: Hotel does not update any extranets, if not individually negotiated. Freesale calendar will be sent by hotel on a regular basis whereas client should update their systems within 24 hours. Freesale is limited to 9 rooms per day per Hotel. If inventory is picked, systems can be re-loaded if freesale is still available. Contact e-mail for close outs: stopsales@world-avenues.ch Hotel contact for Freesale: reservations.dusseldorf@hilton.com
Static rates (not directly connected) may not be used online	Tax inclusive <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Tax percentage 7% Other tax Rates are based on 7% VAT (rooms only), in case of any VAT changes the hotels reserves the right to adjust the rates accordingly. Breakfast inclusive <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Cost of breakfast: EUR 27,00
Rates attached, see over <input type="checkbox"/>	Rates to be provided by individual hotels <input type="checkbox"/>

II. PAYMENT:

- ☐ For Retail/Commissionable Rates: Hotel shall charge guest upon check out and Hotel will pay commission to Company through Hilton's centralized payment program unless otherwise indicated above.
- ☐ For Net Rates for Room Only and Packages: Hotel will charge the unique credit card provided by Company upon check out. Net Rates are net of your fee.
- ☒ For Net Rates for Room Only and Packages: Hotel will invoice Company after guest check out and Company will pay Hotel within 30 days from invoice date. Hotel reserves the right to grant Company credit. Net Rates are net of your fee.
- ☐ For Net Rates for Room Only and Packages: Company will remit full payment to Hotel before guest check in. Net Rates are net of your fee.

III. PREFERRED PLACEMENT:

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

Special fair Cancellation policy applies if at least one day is booked within fair dates.

IV. OTHER:

- Hotel Cancellation Policy:

FIT: Bookings can be cancelled free of charge until 1 day prior to arrival outside fair periods.
All cancellations after the cancellation deadline will be charged with 90% of one overnight.

Fairs

During fair periods all cancellations after the cancellation deadline will be charged with 90% of the total stay.
The same situation applies for "no shows".

Groups: 100% of the group booking can be cancelled without charge 28 days prior to arrival outside fair periods.
4-2 weeks prior to arrival: 10% of the booked room block can be cancelled free of charge.
2 weeks to 1 day prior to arrival: 2 rooms can be cancelled free of charge.

- Hotel Child Policy:

FIT

Children up to the age of 18 years stay free of charge in their parents' room **in extra bed**. Breakfast charge for children will be:

0 – 5 years	-	free of charge
6 – 12 years	-	50% of the full amount per person (cost for breakfast is 27,00 EUR)
Over 12 years	-	100% of the full amount per person (cost for breakfast is 27,00 EUR)

- Japanese Clients**

It is understood that the Hotel will not book out any Japanese clients. There are very strict penalties imposed under Japanese law, which provides for substantial damages. The full amount of damages, expenses, losses, fines, costs (including legal costs) and/ or any other sums which the Hotel and/ or World Avenues S.A. incurs or becomes responsible for as a result, directly or indirectly, of any act (s), omission (s) and/ or defaults (s) of the Hotel, its personnel (whether or not employed by the hotel), suppliers, sub- contractors, agents and/ or representatives and/ or as a result of any breach by the Hotel of this agreement.

Group

- Halfboard prices (for groups only):

2 course menu incl. coffee&tea	-	24,00 EUR	per person
3 course menu	-	27,00 EUR	per person
4 course menu	-	39,00 EUR	per person
Dinner buffet	-	43,00 EUR	per person

- Welcome Drink (softdrink, house wine, beer): 5,00 EUR per person

- Porterage fee (for groups only): 5,00 EUR per person (in/out – roundtrip)

- Free place policy (for groups only): For every 15 paying guest, 1 will be free of charge in single room with breakfast.

- Payment policy (for groups only): 50% deposit until 2 weeks prior to arrival. Rest payment after receipt within 14 days.

- This agreement is based on a minimum number of 50 room nights produced of the contracted period. If the target will not be reached for the above period, the hotel will not extend the contract for 2017, due to production.

- 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.

Please note that the rates MUST NOT BE SOLD TO B2C ONLINE OPERATORS unless you can guarantee the end Online Operator is packaging the rates.

We keep the right to terminate the contract with immediate effect in case of abuse of the above after three proved cases.

Company agrees that this Intermediary Agreement is not effective unless and until, and is conditional upon, approval of Company by Hilton Worldwide, Inc. ("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://hiltondistribution.com/globaltc/stdterms.php> (collectively, the "General Terms and Conditions"). The persons signing below warrant 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 by October 31st, 2017.

ACCEPTED AND AGREED TO:

World Avenues S.A.

For Managed Properties - Elba Düsseldorf Operating GmbH & Co. KG, currently trading as Hilton Dusseldorf, by Hilton Hotels, as manager

By: Alaa Huseen
 [sign here]
 Name: Alaa Huseen
 Title: Contracting Agent
 Date: 10 October 2017



By: _____
 [sign here]
 Name: Sandy Bartelet
 Title: Sales Manager
 Date: 10 October 2017