

### TOUR OPERATOR CONTRACT PREPARED FOR:

Company/Agency: WORLD AVENUES SA

**Address:** 14 rue Ferrier CH-1202 Geneva

Contact: Marwa Mahmoud Telephone: +41 22 9069400

Email address: waop2@world-avenues.ch

#### 1. RATES AND TAXES

The Net Rates, set out below, are effective for travel January 1 through December 31st, 2019.

Net Rates are provided by Hotel to Company for inclusion in packages or programs where the Net Rate will not be disclosed to consumers directly or to any unauthorized parties. Hotel shall set the Net Rates for rooms to be at least as favorable as the rates, rules, terms, and conditions Hotel offers to or sets for rooms made available for booking through any Property Channel. Net Rates may be extended to an affiliated or unaffiliated third party, such as a sub-wholesaler or niche TO. The Hotel sells rooms at a variable room rate which fluctuates based on various market factors. Net Rate must remain confidential and not revealed to consumers.

Onward distribution of "room only" rates requires the Company's discerning attention to avoid presence of our Hotel on non-appropriate or inadequate web sites. Company agrees to respect prevailing variable room rates on hotel's web site and, therefore, not to sell or allow any partner/client to sell at a lower rate than the daily rates available on property for the same room category. The Company is responsible for connectivity systems and costs.

All local and government fees and service charges are subject to change without prior notice. Should the local authorities and/or government increase the types or rates of taxes, the Hotel will apply and enforce the new taxes or rates. Hotel shall provide the Company with the tax rates applicable to rooms. Hotel is solely responsible for the accuracy of such tax rate information and for the accuracy of any changes submitted to Company. \* The City Tax will be charged directly to the guest(s) on site (fee per person per day).

Reservations consisting of more than **8** are considered group bookings. Contract Net Rates do not apply to Group Bookings. Unless otherwise specified by Hotel, the terms and conditions of the Agreement, with the exception of sections related to rates, cancellation, invoicing and payment, shall govern Group Bookings. It is anticipated that rate, cancellation and payment terms and conditions will be specifically negotiated in a separate writing signed by the Parties for each Group Booking. In the event no such separate writing is executed, the rate, cancellation and payment terms of the Agreement shall govern such Group Booking.

The Net Rates are and shall remain **strictly confidential**, except that Company may disclose the Net Rates to its employees, lawyers and accountants. Unauthorized disclosure by Company may result in termination of the Agreement. The Company agrees not to publish or otherwise disclose to the public the Net Rates in any medium.

# Company must promote the Hotel as full service luxury hotel

	NUMBER OF ROOMS	RATE PER ROOM. PER NIGHT, INCLUDING AMERICAN BREAKFAST, CITY TAX EXCLUDED  LOW SEASON From 1 Jan to 18 Jan From 25 Jan to 25 Feb From 6 March to 23 May From 6 July to 30 Aug From 28 Oct to 30 Dec	RATE PER ROOM. PER NIGHT, INCLUDING AMERICAN BREAKFAST, CITY TAX EXCLUDED  HIGH SEASON From 19 Jan to 24 Jan From 24 May to 16 June From 24 June to 27 June From 31 Aug to 22 Sept From 1 Oct to 27 Oct	PUBLIC RATES (subject to increase without prior notice)  RATE PER ROOM. PER NIGHT, INCLUDING AMERICAN BREAKFAST, CITY TAX EXCLUDED  Event dates From 26 Feb to 5 March From 17 June to 23 June From 28 June to 5 July From 23 sept to 30 Sept On 31 December
Superior double room	21	691€ HT / 760€ TTC	818€ HT / 900€ TTC	1 273€ HT / 1 400€ TTC
Deluxe double room	22	800€ HT / 880€ TTC	909€HT / 1 000€TTC	1 364€HT / 1 500€TTC
Deluxe double room Garden view	24	855€ HT / 940€ TTC	964€ HT / 1 060€ TTC	1 500€ HT / 1 650€ TTC
Prestige double room	23	909€ HT / 1 000€ TTC	1 036€ HT / 1 140€ TTC	1 545€ HT / 1 700€ TTC
Junior Suite	34	1 177€ HT / 1 295€ TTC	1 391€ HT / 1 530€ TTC	2 000 € HT / 2 200€ TTC
Junior Suite, garden view	11	1 264€ HT / 1 390€ TTC	1 482€ HT / 1 630€ TTC	2 182€ HT / 2 400€ TTC
Deluxe Junior Suite	13	1 436€ HT / 1 580€ TTC	1 709€ HT / 1 880€ TTC	2 409€ HT / 2 650€ TTC
Deluxe Junior Suite Prestige	2	1 536€ HT / 1 690€ TTC	1 818€ HT / 2 000€ TTC	2 636€ HT / 2 900€ TTC
Deluxe Suite	20	1 809€ HT / 1 990€ TTC	2 282€ HT / 2 510€ TTC	3 455€HT / 3 800 €TTC

HT= without VAT / TTC= VAT incl.

Extra bed: from the Prestige double room, American breakfast included: 159€ HT / 175 € TTC

The net rates are inclusive of service, American breakfast, the city tax is additional (4.40€ per person, per night). VAT is 10%, all increase of the VAT¹ or, on a more global point of view, all additional tax created will conduct to the increase of the rates inclusive of VAT.

For information, breakfast rates: Continental at  $45 \in TTC / 40.90 \in HT$ American at  $60 \in TTC / 54 \in HT$ 

<sup>&</sup>lt;sup>1</sup> Other than the one valid in the article 68, law n°2012-1510 of December 29<sup>th</sup> 2012

				PUBLIC RATES
				(subject to increase without
	NUMBER	RATE PER ROOM,	RATE PER ROOM.	prior notice)
	OF ROOMS	PER NIGHT, EXCLUDING BREAKFAST, CITY TAX EXCLUDED  LOW SEASON From 1 Jan to 18 Jan From 25 Jan to 25 Feb From 6 March to 23 May From 6 July to 30 Aug From 28 Oct to 30 Dec	PER NIGHT,  EXCLUDING BREAKFAST,  CITY TAX EXCLUDED  HIGH SEASON  From 19 Jan to 24 Jan  From 24 May to 16 June  From 24 June to 27 June  From 31 Aug to 22 Sept  From 1 Oct to 27 Oct	RATE PER ROOM. PER NIGHT, INCLUDING AMERICAN BREAKFAST, CITY TAX EXCLUDED  Event dates From 26 Feb to 5 March From 17 June to 23 June From 28 June to 5 July From 23 sept to 30 Sept On 31 December
Superior double room	21	609€ HT / 670€ TTC	736€ HT / 810€ TTC	1 273€ HT / 1 400 € TTC
Deluxe double room	22	718€HT / 790€TTC	827€ HT / 910€ TTC	1 364€HT / 1 500€TTC
Deluxe double room Garden view	24	773€ HT / 850€ TTC	882€ HT / 970€ TTC	1 500€ HT / 1 650€ TTC
Prestige double room	23	827€ HT / 910€ TTC	955€HT / 1 050€TTC	1 545€HT / 1 700€TTC
Junior Suite	34	1 095€ HT / 1 205€ TTC	1 309€ HT / 1 440€ TTC	2 000 € HT / 2 200€ TTC
Junior Suite, garden view	11	1 182€ HT / 1 300€ TTC	1 400€ HT / 1 540€ TTC	2 182€ HT / 2 400€ TTC
Deluxe Junior Suite	13	1 355€ HT / 1 490€ TTC	1 627€ HT / 1 790€ TTC	2 409€ HT / 2 650€ TTC
Deluxe Junior Suite Prestige	2	1 455€ HT / 1 600€ TTC	1 736€ HT / 1 910€ TTC	2 636€ HT / 2 900€ TTC
Deluxe Suite	20	1 727€ HT / 1 900€ TTC	2 200€ HT / 2 420€ TTC	3 455€ HT / 3 800 € TTC

HT= without VAT / TTC= VAT incl.

Extra bed: from the Prestige double room, excluding breakfast: 118€ HT / 130 € TTC

The net rates are inclusive of service, the city tax is additional (4.40€ per person, per night).

VAT is 10%, all increase of the VAT<sup>2</sup> or, on a more global point of view, all additional tax created will conduct to the increase of the rates inclusive of VAT.

For information, breakfast rates:

Continental at 45 € TTC / 40.90 € HT

American at 60 € TTC / 54 € HT

For all Suite categories, which are not included in the contract sold at Public rate, a 15% discount will be granted (net of commission).

For all categories sold on a package or offer rate, a commission of 15% on the rate excluding tax will apply.

<sup>&</sup>lt;sup>2</sup> Other than the one valid in the article 68, law n°2012-1510 of December 29<sup>th</sup> 2012

# Special offers

# $\Rightarrow$ Promotion 3 = 4

Stay with us for three nights (up to Saint Elysee Suite), and we will be delighted to offer you a fourth night with our compliments.

# Validity:

01/01/2019 to 18/01/2019 25/01/2019 to 25/02/2019 06/03/2019 to 23/05/2019 06/07/2019 to 30/08/2019 28/10/2019 to 30/12/2019

This offer in non-cumulative and non-combinable with any other promotion

# ⇒ Early Bird

- ⇒ 15% discount on the net rate
- ⇒ Valid on both room only and breakfast inclusive rate
- ⇒ Valid on all reservation made at least 45 days and more in advance
- ⇒ This offer is non-refundable in case of cancellation
- ⇒ This offer in non-cumulative with the offer 3=4

	RATE PER ROOM, PER NIGHT, INCLUDING AMERICAN BREAKFAST, CITY TAX EXCLUDED	RATE PER ROOM, PER NIGHT, EXCLUDING BREAKFAST, CITY TAX EXCLUDED
	Validity dates From 1 Jan to 18 Jan From 25 Jan to 25 Feb From 6 March to 23 May From 6 July to 30 Aug From 28 Oct to 30 Dec	Validity dates From 1 Jan to 18 Jan From 25 Jan to 25 Feb From 6 March to 23 May From 6 July to 30 Aug From 28 Oct to 30 Dec
Superior double room	646€ TTC	570€ TTC
Deluxe double room	748€ TTC	672€ TTC
Deluxe double room Garden view	799€ TTC	723€ TTC
Prestige double room	850€ TTC	774€ TTC
Junior Suite	1 101€ TTC	1 024€ TTC
Junior Suite, garden view	1 182€ TTC	1 105€ TTC
Deluxe Junior Suite	1 343€ TTC	1 267€ TTC
Deluxe Junior Suite Prestige	1 437€ TTC	1 360€ TTC
Deluxe Suite	1 692€ TTC	1 615€ TTC

# 2. RESERVATIONS POLICY & PROCEDURES

All reservations are to be made to Hotel's Reservations Department

Telephone: +33 (0) 1 53 43 43 25

Email: <u>reservations.lebristolparis@oetkercollection.com</u>

No penalty for all cancellation 24 hours prior to arrival (3pm local time) . 1 night penalty will apply within 24 hours.

For all stay superior to the amount of 10.000 euros and cancelled within 48 hours before arrival, 50% of the stay will be charged.

For all stay superior to the amount of 40.000 euros and cancelled 14 days prior to arrival, the 50% deposit of the total amount required at the time of booking will be retained.

No-show and anticipate departure will be charged for the total stay reserved.

During black-out dates the Hotel's Best Available Rates (daily rate) will apply on contracted rooms (commissionable at 12% excluding of VAT). Cancellation and reservation policy: for all cancellation less than 7 days prior to arrival, the whole stay will be charged.

Company enjoys credit facilities in place

Hotel must honor a guest's reservation request upon delivery by Company of an appropriate message under this Agreement with the guest's reservation. Company may deliver such message to Hotel by e-mail, fax, extranet or other direct functionality. Hotel shall accept such message as proof of reservation and send a confirmation to Company within two business days after a reservation request is made.

# Guest pre-arrival information

If known, Company will send to the Hotel's Reservation office arrival information at least 48 hours prior to the guests' arrival in order to confirm airport transfers if needed/required.

### Changes to existing reservation

All changes that occur after a reservation has been confirmed must be faxed or e-mailed directly to the Hotel's Reservations office. No name changes will be permitted without prior authorization from Hotel. In the event that the Company reduces the number of nights of the reservation within cancellation, the original number of nights booked will apply to the Company and the difference between the original room nights and revised room nights will be charged as a cancellation fee.

### Children policy from the Prestige double room

Children policy from the Prestige double room and above category: extra bed for child up to 12 years old in parents' room free of charge (breakfast is included), a personalized VIP welcoming package is offered to children up to 12 years old including Hippolyte stuffed rabbit, rabbit-shapped welcoming cookies and even more surprises.

Children's first names and birth date have to be given at the time of booking

#### No shows

A reservation is considered a no show if arrival does not occur on the date reserved. Hotel shall only invoice Company on behalf of the guest the applicable cancellation charge as described in the cancellation paragraph.

# Relocation policy

If Hotel is unable to honor a guest's reservation after all other efforts to relocate direct bookings and other guests have been made by Hotel, then Hotel shall immediately (a) notify Company of such inability, (b) relocate the guest to a property that is of an equal star quality rating than Hotel, (c) prepay or make other arrangements to cover the room charges at such property for first night room and tax and transportation costs to such property, and (d) deliver a written explanation absolving Company of responsibility for Hotel's failure to honor the reservation.

### Check-in /Check-out

Guest check-in time is 3:00 pm and checkout is 12:00 noon. The Hotel Management on a case-by-case basis will assess requests for early arrival and/or late departure.

### 3. STOP SELL DATES

# Stop Sell

The Hotel will notify the Company whenever a stop sell/close-out is necessary. The notification will be in writing by e-mail. At receipt of notification from the Hotel, the Company is required to submit to the Reservations Department all previously unreported reservations within 48 hours. Additional reservation requests after stop sell date will be based on prevailing rates & terms as directed by the Hotel.

### 4. PAYMENT

Credit authorization and direct billing has been approved by the Hotel for Company. Payment for all bookings may be accomplished by wire transfer to:

Account Name: Hotel le Bristol

**Bank:** Banque Palatine **Account No:** 1432243V001

**IBAN:** FR26 4097 8000 2214 3224 3V00 195

**BIC:** BSPFFRPPXXX

Payment on each fulfilled and undisputed guest reservation is due within 30 days after Company receives the invoice on behalf of guest.

For each commission paid, an invoice will be demanded, therefore the commission will be paid after payment of the invoice and after receiving the commission invoice.

If Company fails to comply with any payment terms and conditions stated in this Agreement, may cancel Company's credit and provide 14 day notice that all future stays must be paid in full seven (7) days before arrival. In the event Hotel has not received payment at least seven (7) days prior to arrival, Hotel may contact guest and/or travel agent to advise that the booking will only be honored if payment in full is received to the Hotel prior to arrival. Hotel reserves the right to apply payments for all future reservations toward any outstanding past due balances beyond 30+ days.

#### Invoice

Each invoice shall specify for each reservation, the guest name, Company confirmation number, the arrival and departure dates, the applicable Net Rate and taxes applicable to such Net Rate. Invoice will be sent to Company's address:

Company: World Avenues SA

Address: Rue Ferrier, 14 CH-1202 Geneva, Switzerland

Contact: Gabriella Nagy

E-mail: accounts@world-avenues.ch

All letter prepared in order to obtain a Visa will be charged 40€ to the agency (non-refundable, non-deduct)

"In compliance with the article 121-II of the law No 2012-387 and the decree No 2012-1115, a fixed compensation of 40€ for collection charges will be applied in case of delay in payment"

# **General Data Protection Regulation**

# I. Purpose

The purpose of these clauses is to define the conditions in which the subcontractor undertakes to process the personal data defined below, on behalf of the data controller. In terms of their contractual relationship, the parties undertake to comply with regulations currently in force applicable to the processing of personal data and, in particular, with EU Regulation 2016/679 of the European Parliament and Council of 27 April 2016 applicable with effect from 25 May 2018 (hereinafter the "General Data Protection Regulation - GDPR").

# II. Description of the processing operations being subcontracted

The subcontractor is authorised to process the personal data necessary to provide the following service or services on behalf of the data controller [...]. The nature of the operations carried out on the data is [...]. The purpose or purposes of the processing activity is (are) [...]. The personal data processed are [...]. The categories of person concerned (data subject) are [...]. To perform the service that is the subject of this contract, the data controller will supply the subcontractor with the following necessary information [...].

### III. Term of the contract

This contract comes into force on January 1st 2019 for a term of one year.

### IV. Obligations of the subcontractor with regard to the data controller

The subcontractor undertakes to:

- 1. process the data solely for the purpose or purposes for which they are subcontracted,
- 2. process the data in accordance with the data controller's written instructions set out in an attachment to this contract. If the subcontractor considers that an instruction constitutes a breach of the European General Data Protection Regulation (GDPR) or of any other legal provision of EU law or of the law of EU Member States on data protection, it will immediately inform the data controller thereof. In addition, if the subcontractor is obliged to transfer data to a third-party country or an international organisation, under EU law or the law of the Member State to which he is subject, he must inform the data controller of this legal obligation before processing, except if the law in question prohibits such disclosure on important grounds of public interest,
- 3. ensure all personal data processed pursuant to this contract are treated as confidential,
- **4.** ensure that all persons authorised to process the personal data under this contract undertake to:
  - comply with confidentiality requirements or are subject to a legal obligation of confidentiality,
  - receive the necessary personal data protection training,

**5.** take account, insofar as his tools, products, applications or services are concerned, of the principles of privacy and data protection by design and protection of data by default,

## 6. Subcontract (sub-processing)

Choose one of two options:

Option A (blanket authorisation) The subcontractor may call upon another subcontractor (hereinafter the "sub-processor") to carry out specific processing activities. In this case, it informs the data controller beforehand in writing of any change envisaged relating to the addition or replacement of other sub-processors. This information must state clearly what processing activities are subcontracted, the identity and contact details of the sub-processor and the dates of the sub-processing contract. The data controller has a minimum of [...] from date of receipt of this information in which to object. The sub-processing contract may only be implemented where the data controller has not raised any objection during the agreed period.

Option B (specific authorisation) The subcontractor is authorised to call upon the entity [...] (hereinafter the "sub-processor") to carry out the following processing activities: [...] Should other sub-processors be recruited, the subcontractor must obtain the data controller's prior specific written authorisation. Regardless of the option chosen (blanket- or specific authorisation), the sub-processor is required to comply with the obligations of this contract on behalf and in accordance with the instructions of the data controller. It is the responsibility of the initial subcontractor to ensure that the sub-processor is providing the same safeguards regarding the implementation of all appropriate technical and organisational measures, so that the processing meets GDPR requirements. If the sub-processor does not fulfil his obligations in terms of data protection, the initial subcontractor remains fully liable with regard to the data controller for the performance of his obligations by the other contractor.

# 7. Right to information of persons concerned

Choose one of two options:

Option A It falls to the data controller to provide the information at the time of data collection to those persons concerned with the processing operations.

Option B At the time of data collection, the subcontractor must provide information pertaining to the data processing activities it is carrying out, to those persons concerned with the processing operations. The wording and format of the information must be agreed with the data controller before data collection.

### 8. Exercising of data-subjects' personal rights

To the extent possible, the subcontractor must assist the data controller in discharging his obligation to respond to requests from the data subjects involved to exercise their personal rights, namely: right of access, correction, erasure and objection, right to the limitation of processing, right to portability of data, right not to be the subject of automated individual decision (including profiling).

### Choose one of two options:

Option A Where the data subjects in question are making use of their ability to request the exercise of their rights, the subcontractor must forward these requests by email, on receipt, to [...] (provide a contact name within the data controller's organisation).

Option B The subcontractor must respond on behalf and in the name of the data controller, within the periods provided for by the GDPR, to requests from the data subjects concerned in the event they exercise their rights, insofar as concerns data that have been subcontracted under the terms of this contract.

### **9.** Notification of any personal data breaches

The subcontractor notifies the data controller of any personal data breach within no more than 48 hours after being apprised thereof and by the following means [...]. This notification shall be accompanied by all relevant documentation in order to enable the data controller, if necessary, to notify the competent supervisory authority of this breach.

<u>Possible option</u>: After agreement from the data controller, the subcontractor notifies the competent supervisory authority (the CNIL), on behalf and in the name of the data controller, of any personal data breaches at the earliest opportunity and, if possible, at the latest within 72 hours of being apprised thereof, unless the data breach in question is likely to entail a risk to the rights and freedoms of private individuals (natural persons). As a minimum the notice shall contain:

a description of the nature of the personal data breach including, where possible, the categories and approximate number of persons affected by the breach and the categories and the approximate number of personal data records concerned;

- the name and contact details of the data protection officer or other point of contact from whom additional information can be obtained;
- a description of the probable consequences of any personal data breaches;
- a description of the measures taken or proposed by the data controller to remedy the personal data breach, including, where appropriate, measures to mitigate any negative consequences. If and to the extent that it is not possible to supply all this information at one and the same time, the information may be supplied as and when it is available, without any undue delay. After the data controller's agreement, the subcontractor notifies the data subject concerned at the earliest opportunity, on behalf and in the name of the data controller, of the personal data breach, where such breach is likely to entail a high risk to the rights and freedoms of a private individual (natural person).

### 10. Security measures

The subcontractor undertakes to implement the following security measures: Describe the technical and organisational measures in place to ensure a level of security appropriate to the risk, including, inter alia

- pseudonymisation and encryption of the personal data
- the means whereby the confidentiality, integrity, availability and resilience of the processing systems and services can be safeguarded on a continuing basis;
- the means whereby availability and access to personal data can be restored in a timely manner in the event of a physical or technical incident;
- a process for the regular testing, assessment and evaluation of the effectiveness of technical and organisational measures to ensure the security of the processing.

The subcontractor undertakes to implement the security measures provided for by [code of conduct, certification]. [To the extent that Article 32 of the GDPR provides that implementing security measures is incumbent on the data controller and on the subcontractor, it is recommended that the responsibilities of each party be defined precisely as regards what measures to implement].

### 11. What becomes of the data

On completion of the data processing services, the subcontractor undertakes to:

At the choice of the parties:

- destroy all personal data or
- return all personal data to the data controller or
- return the personal data to the sub-processor appointed by the data controller

The return must be accompanied by the destruction of all copies existing in the information systems of the subcontractor or sub-processor. Once the data have been destroyed, the subcontractor must provide written evidence of such destruction.

# 12. Data protection officer

The subcontractor will forward the data controller the name and contact details of his data protection officer, if he has appointed one in accordance with Article 37 of the GDPR.

### 13. Register of processing activity categories

The subcontractor warrants that it holds a written register of all categories of processing activities carried out on behalf of the data controller comprising:

- the name and contact details of the data controller on whose behalf he acts, of any sub-processors and, where applicable, of the data protection officer;
- The categories of processing carried out on behalf of the data controller;
- as the case may be, the transfer of personal data to a third-party country or to an international organisation, including the identification of that third-party country or international organisation and, in the case of transfers referred to in Article 49(1)(b) of the GDPR, documents proving the existence of appropriate safeguards;
- to the extent possible, a general description of the technical and organisational measures in place, including, inter alia, depending on requirements:
  - o the pseudonymisation and encryption of the personal data;
  - o the means whereby the confidentiality, integrity, availability and resilience of the processing systems and services can be safeguarded on a continuing basis;
  - o the means whereby availability and access to personal data can be restored in a timely manner in the event of a physical or technical incident;

o a process for the regular testing, assessment and evaluation of the effectiveness of technical and organisational measures to ensure the security of the processing.

### 14. Documentation

The subcontractor provides the data controller with the documentation necessary to demonstrate compliance with all his obligations and to allow audits, including inspections, to be carried out by the data controller or other auditor he has appointed, and to contribute to such audits.

# V. Obligations of the data controller with regard to the subcontractor

The data controller undertakes to:

- 1. supply the subcontractor with the data referred to in II hereof,
- 2. document all instructions relating to the data processing by the subcontractor, in writing,
- 3. ensure, in advance and throughout the duration of the processing, the obligations provided under the GDPR are complied with by the subcontractor,
- 4. oversee processing activities, including performing audits and inspections at the subcontractor's premises.

In order to benefit from these preferred conditions, we thank you to send us back a copy of the contract duly signed for agreement.

I certify having well read the general conditions and duly agree with all the terms of the contract.

SIGNATURE		
SUBMITTED BY:		
Le Bristol Paris		
Waleed Kayof	June 21st 2018	
Sales Manager	Date	
Catherine Hodoul Baudry		
,	June 21th 2018	_
Senior Head of Sales & Marketing	Date	
10		

ACCEPTED BY:

Name Alaa Huseen	Date 26.08.2018

Name Alaa Huseen

Authorized Signatory

Alaa Huseen

Cc Reservations/Revenue Manager

Director of Finance