

INTERMEDIARY AGREEMENT

2017

PALÁCIO DO GOVERNADOR *****

COMPANY NAME: World Avenues SA	HOTEL ENTITY NAME: SGEHR SA - Sociedade Gestora e Exploradora de Hotéis e Resorts SA. Rua Fernão Mendes Pinto, 31 1400-145 Lisboa – Portugal
ADDRESS: 14, Rue Ferrier CH-1202 Geneve Switzerland	PALACIO DO GOVERNADOR - LISBOA CONTACT: Rua Bartolomeu Dias, 117 1400-030 Lisboa, Portugal Telephone Nr.: +351 212467800
VAT Number : CHE 109 867 307	VAT number: 508 951 917/ C.A.E.: 55111-R3
Contact Person: Mohamed Gharib	Sales Department Telephone Nr.: +351 213 007 000
Telephone Nr. : +202 27296770	Reservations Telephone Nr.: +351 213 007 009
Email Address: contracting@world-avanues.ch	Email Address: bookings@nauhotels.com
Payment Conditions and Procedures	<p>Only electronic bank transfers will be accepted (bank details mentioned on this contract) and payment advises need to be sent as payments are processed, to Accounts Receivable contacts. No deductions are accepted before proper invoices/debit notes are received and confirmed;</p> <p>Pre-payment until 7 days prior to clients' arrival date. (No credit)</p> <ul style="list-style-type: none"> - On receiving your reservation we will reply with a pro-forma confirmation invoice, stating the pre-payment amount and the final date of payment. If you have any query with the pro-forma invoice please contact us immediately. - We will only confirm the bookings after the payment of the related invoices. Therefore, we suggest that the Tour Operator(s) do not issue a voucher confirming the accommodation reservations prior the payment of the related invoices. It is your responsibility to ensure the payment is made on time, as there will be no request for payment from us to you. - If we have not received your payment 7 days before your customers arrival we will notify you that we will either cancel your reservation or charge your customer on arrival the BAR rate of the day. We cannot guarantee that if you pay within the 7 days of arrival, our accounts department will be able to process the payment before your customer arrival. If you continue not to pay your invoices on time we will be forced to cancel any future reservations you may have.

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Net rates are per: Room, per day for individual bookings (Max. 09 rooms parties)			Board Basis: BB	Currency: Euros	Inclusive of all taxes — all dates & ages are inclusive	
Room Description	Alloc	Rate base Occup	Max Occup		01/07/2017 ** 31/10/2017	
Deluxe Room	02	02	2ad		155,00 €	
		01	1ad		145,00 €	
Club Room	01	02	2ad		200,00 €	
		01	1ad		190,00 €	
			RELEASE	02		
Extra-bed (From 13 years old = Adult)	OR	Extra-Bed/Cot (maximum 1 per Suite)		70,00€		
Extra bed Children: 03 – 12,99	OR			50% discount		
Baby/Infant: 00 – 2 ,99	OR			Free		
<ul style="list-style-type: none">DATES CLOSED: WEB SUMMIT 2017 – (05-11.11.2017)						
Added value: welcome drink upon arrival. Special offers are not cumulative with each other and not cumulative.						
<p>Mandatory minimum mark-up of 25% on the above daily rates.</p> <p>This agreement must be signed by both parties for above rates and conditions to be valid to all markets – OFF LINE ONLY.</p> <p>In case of stop sales, and if TO finds availability on our website (www.nauhotels.com), the room shall be ON REQUEST and subject to a different rate than the one stipulated on the contract: -20% off BAR. This condition does not apply to deals or offers that we might be doing in our website.</p> <p>Nau Hotels & Resorts will not follow the rates in websites that are not directly contracted by us, nor other aggregators or those with similar behavior.</p>						

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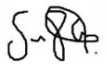
GENERAL CONDITIONS/ NOTES

- **Cot or extra-bed** on request and subject to hotel availability.
- **Breakfast** included in the restaurant, service and VAT.
- It is not allowed to bring any foods or drinks from outside into the Hotel.
- **Children Policy:** are considered child until 12,99 years old and baby from 0 until 2,99 years old
- **Pets are not allowed.** (Except guide-dogs)
- **Check-in** time: 15H00/ **Check-out** time: 12H00 noon.
- **STOP SALES POLICY:** The Hotel is entitled to STOP SALES whenever it is necessary. Any booking report should be sent to the Reservations Department until 24 hours after receiving the Stop Sales report. In the case of stop sales, if the TO finds availability on our website (www.nauhotels.com), the room shall be ON REQUEST and subject to a different rate than the one stipulated on the contract: 20% off BAR. This condition does not apply to deals or offers that we might be doing in our website. NAU Hotels & Resorts will not follow the rates on websites that are not directly contracted by us, nor other aggregators or those with similar behaviour.
- **Change name or period stay change:** not allowed for all bookings already confirmed by bookings department – a new booking must be requested.
- **Late Cancellation:** Please note that the cancellation policy is 24h prior to the arrival date. Reservations not cancelled by 6p.m local time one day prior to the scheduled arrival date will incur in a charge. In case of late cancellations, the hotel reserves the right to charge one night accommodation.
- **No-Show:** 100% of the stay will be charged.
- **Early departures:** 1 night will be charged (the 1st night cancelled).
- **In case of Non Refundable Offers:** If cancelled, modified or in case of no-show, the total price of the reservation will be charged.
- **Brochure:** Prices are valid for inclusion of the Hotel in the brochure, assuming adequate exposure with photo(s) and distribution through retail Agencies. The contents of the brochure must be approved by the hotel Management and should be corrected, if necessary, before final printing; otherwise it will not be accept any responsibility if there is incorrect information that might originate clients complaints. The Hotel must receive a copy of the brochure within 180 days.
- Prices are not valid for publication in "web" (meaning not valid for publication neither in Internet sites B2C nor in GDS – all B2B can only feed B2C with a minimum mark up by 25%).
- **Cancellation of the contract:** Should the Operator systematically fail to comply with the payment deadlines, the hotel reserves the right to cancel this agreement by written notice provided 30 days minimum before. Cancellation may be avoided if operator proceeds with the payment within the next days 15 from communication. Any cancellation of the reservations that originates from the breach of this contract is the entire responsibility of the Tour Operator.
- **Jurisdiction:** In case of any contradiction in the interpretation of these rates and conditions from those proposed by the Tour Operator/Agency, the above rates and conditions will always prevail. For any questions derived from the interpretation and execution of these rates and conditions, both parties will submit themselves to the courts of law in Portugal. In any case, the Portuguese Tourism Legislation applies. Both contracting parties declare to have the power and authority to represent both contracting companies, stated below. Both contracting parties declare to acknowledge and accept the terms and conditions of the present contract on the date stated below.
- **Additional notes:** The presented rates are subject to special conditions and to availability. Above rates may change accordingly with the Sales channel. This agreement is to be treated confidentially by both parts.
- **City taxes not include (for reservations since 01.01.16).**

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PALACIO DO GOVERNADOR FISCAL AND BANK DETAILS		
Bank Details	Account Receivable Contacts	
Account name: SGEHR SA - Sociedade Gestora e Exploradora de Hotéis e Resorts SA Bank: Novo Banco // NIB: 0007 0000 0076 4173 4702 3 IBAN: PT50 0007 0000 0076 4173 4702 3 // SWIFT/BIC: BESCPTPL	Telephone Nr.: +351 289 244 304 / Fax: +351 289 599 432 E-mail Address: tesouraria.clientes@nauhotels.com Address: NAU Hotels & Resorts Apartado 8025 - EC Cabo Ruivo , 1804-001 Lisboa, Portugal	
CLIENT MANDATORY FIELDS	Fiscal Name Designation:	
Contracting Contacts	Stop Sales Contacts	Account Department Contacts
Name: Mohamed Gharib Position: Address: 14, Rue FerrierCH-1202GeneveSwitzerland Telephone Nr.: +202 27296770 E-mail Address: contracting@world-avanues.ch	E-mail Address: contracting@world-avanues.ch Special Offers Contacts E-mail Address: contracting@world-avanues.ch	Name: Mohamed Gharib Position: Address: 14, Rue FerrierCH-1202GeneveSwitzerland Telephone Nr.: +202 27296770 E-mail Address: contracting@world-avanues.ch VAT Number: CHE 109 867 307
Contract Validation: This agreement is only valid after signature from both contracting parties.		
By the Agency Tour Operator: World Avenues SA Name: Position: Signature: Date:	By: Palácio do Governador - Lisboa Name: Alexandra Samoes Position: TO Contract Manager Signature:  Date: 02.11.2016	