

EXHIBIT A: FIT (INDIVIDUAL) RATES / VALID JAN 1 - DEC 31 2019

Price per Room - in CHF Triple use Double use Single use Standard Single Room (City or inner courtyard view) 370.30 _ -Standard Double Room (City or inner courtyard view) 641.90 491.60 398.30 **Deluxe Single Room** (River Aare or Alps view) 398.30 --Deluxe Double Room (River Aare or Alps view) 717.90 459.30 567.60 **Deluxe Junior Suite** (River Aare or Alps view) 1003.90 853.60 808.30 Deluxe Suite (River Aare or Alps view) 1258.90 1108.60 1063.30

Room rates are net and include breakfast buffet, VAT, City Tax as well as the use of the BELLEViE GYM, Saunas, WiFi, Bern Mobility Ticket with free access to the public transportation within city limits.

Food & Beverage - per person	CHF
3-course Menu - excluding beverages	99.00
Children & Extra Bed Policy	CHF
Baby cot for children under 3 years in parents' room (bed only)	free
Extra bed for children between 3 and under 16 years in parents' room	91.50
Extra bed from 16 years	150.30

Rates are net and include breakfast buffet, VAT, City Tax and Bern Mobility Ticket. Max. 1 extra bed per room.

Cancellation Policy / Billing / Mark-up

- As per separate "FIT Agreement", the general business conditions of the BELLEVUE PALACE apply.

- Wholesale FIT net rates are applicable for up to 9 rooms per booking.

- The billing will be in CHF.

- The Tour Operator is not entitled to sell and promote the contracted FIT rates on any consumer internet website, either directly or via a secondary agent. The distribution of any net rate (bed and breakfast or room only) through an Internet Site or Global Distribution System is strictly forbidden unless the Tour Operator applies the following **minimum mark-up of 20 %** on the net rate.

Closed out Dates

For certain periods during the year, we cannot accept bookings with your FIT rates. In order to keep you updated with possible closed out dates, please indicate here below the contact details of the person at your company we should get in touch with:

Name	Position	E-Mail
Closed out Dates :		
Date: 16 May 2019		Date:
Submitted by Hotel		Accepted by Tour Operator
Urs Bührer	Eva Maria George	Riad Sherif
General Manager	Distribution Manager	General Manager - Products
BELLEVUE PALACE	BELLEVUE PALACE	World Avenues
Bern, Switzerland	Bern, Switzerland	GenevaCH
Koche	BELLEVUE PA rgasse 3-5, CH-3011 Bern, Tel. +41 (0)3 info@bellevue-palace.ch, ww	1 320 45 45, Fax +41 (0)31 320 46 46







[FIT2]



2019 FIT (INDIVIDUAL) AGREEMENT

[FIT2]

1. PARTIES, PURPOSE AND LENGTH

This FIT Agreement is entered by the following parties:

Hereinafter referred to as the "Tour Operator" World Avenues 14, Rue Ferrier 1202 Geneva CH

and the following Hotel of the VICTORIA-JUNGFRAU COLLECTION:

Hereinafter referred to as the "Hotel" BELLEVUE PALACE Kochergasse 3-5 CH 3011 Bern

and is valid till **December 31st** of above mentioned year.

This Agreement states the terms and conditions under which the Hotel will co-operate with the Tour Operator. The Agreement begins upon receipt of a signed copy of the same.

2. FIT RATES

The Hotel will grant the Tour Operator the right to book rooms and suites for the duration of this Agreement at the confidential FIT rates as specified in the **"Exhibit A**" which constitutes part of this Agreement.

FIT rates are quoted in CHF currency, on a per room per night basis. Rates are inclusive of VAT and service charge. City Tax excluded if not stated differently.

Further inclusions: Full buffet breakfast, Bern Mobility Ticket with free access to the public transportation within city limits, use of fitness facilities and saunas, WiFi

FIT rates are net to the Hotel and non-commissionable.

The Hotel will honour reservations at FIT rates up to a maximum of 9 rooms per night.

3. SPECIAL COMMISSION POLICY APPLIED ON PACKAGES AND PROMOTIONAL RATES SOLD THROUGH WWW.BELLEVUE-PALACE.CH

To protect the Tour Operator's business, and to prevent him from falling into situations that might make his selling price overpriced in specific circumstances, the Tour Operator will have the possibility of reserving most of the special promotional rates that are available on our website.

The only requirement to receive the **special commission of 15%** on our Promotional Rates will be:

- When you place the reservation, the promotional rate of your choice must be open to sales through our website for the exact dates and for the same type of room you are requesting for your client.
- Bookings based on packages and promotions available through our website will be invoiced at the same price as published on our website, and payments will be requested net of your applicable commission. The deposit and cancellation policies of the packages and promotions will apply (details on our website) and may differ from those valid for reservations at FIT rates.
- Bookings made at our package or promotional rates with the special commission **can't be combined with any other offer.**

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FIT2 (Individual) Agreement

BELLEVUE PALACE



4. **RESERVATIONS PROCEDURE**

All reservations will be **on request**, subject to the availability of the requested room type at time of reservation. Requests of reservations will need to be addressed to the Hotels Reservations Office:

Via e-mail:reservation@bellevue-palace.chVia Voice:+41 31 320 45 45Via facsimile:+41 31 320 46 46

5. CHILDREN & EXTRABED POLICY

Baby cots for children under the age of 3 years are free of charge. Regarding further children reductions and children meal policies, please refer to "**Exhibit A**" of the Hotel. Maximum capacity of extra beds or baby cots in a room is 1. Extra bedding and baby cots available in all room categories. No extra bed possible in Single Rooms.

6. PAYMENT PROCEDURE & GENERAL TERMS OF BUSINESS

The Tour Operator will prepay in full to the Hotel the cost of each confirmed booking.

Prepayments will have to reach the Hotels bank account at least seven (7) working days prior to the client's date of arrival. Payments will be made via bank transfer to the Hotels bank account detailed here below (bank transfer costs have to be fully paid by the Tour Operator):

Hotel BELLEVUE PALACE AG

Crédit Suisse, Rue Pichard 22, P.O. Box 5722, 1002 Lausanne IBAN: CH54 0483 5001 1318 9100 1; SWIFT Code: CRES CH ZZ 80A

Every payment has to clearly state references such as the client's names, dates of stay and the Hotels invoice Nbr.

Alternatively, the Hotel will accept to charge the Tour Operator's corporate credit card upon receipt of a written authorisation stating the exact amount and signed by the card holder.

In the event that full payment is not performed by the Tour Operator within the above terms, the Tour Operator defaults without further reminders and is liable to payment of 5% default interest. If payment is not effected after the second reminder, the Hotel is entitled to discontinue provision of services to the customer without further notice. The general terms and conditions of the Hotel applies for this agreement.

If not stated differently the general business conditions (GTC) of the Hotel (published on the homepage) apply.

7. CANCELLATION POLICY

Any cancellation by the Tour Operator must be advised to the Hotel in writing and will come into effect on the day it is received (deadline 12h). The Hotel will assess the following cancellation fees, depending upon the date the notice of cancellation was received:

FEE CXL TIME	FEE
up to 2 days prior to scheduled arrival	no cancellation fee
under 2 days prior to scheduled arrival	1 night and any pre-booked meals
arrival date or no shows	full stay
early departure	full stay



8. DISTRIBUTION OF RATES ON THE INTERNET OR TO THIRD PARTIES

Contracted FIT rates are confidential and are not to be disclosed directly to any other party.

The Tour Operator is not entitled to sell and promote the contracted FIT rates on any consumer internet website, either directly or via a secondary agent. The distribution of any net rate (bed and breakfast or room only) through an Internet Site or Global Distribution System is strictly forbidden unless the Tour Operator applies the following **minimum mark-up of 20** % on the net rate.

The Hotel reserves the right to charge penalty of CHF 200 for administration efforts for each published rate, not meeting parity and/or **immediately terminate the agreement** in case of violation of the above term.

9. GUARANTEED EXPOSURE TO THE HOTEL

The Tour Operator will be an active partner of the Hotel and will offer full support to position the Hotel as their preferred luxury resorts in Bern.

In particular, the Hotel will benefit of:

- The best available space on the Tour Operator catalogue and website, featuring several images of the Hotel as well as a detailed description of the facilities
- Prominent exposure of the Hotels Special Promotions on the Tour Operator's website
- Assistance in distributing and selling special time-sensitive promotions via direct mailings, e-newsletters, website promotions etc.
- The possibility of conducting sales calls to the Tour Operator's Product Manager and training sessions to the Tour Operator's Reservations Agents

10. PROPERTY GENERAL INFORMATION

For your information and perusal we are including the Hotels fact-sheet. For the latest information, please visit our website: www.bellevue-palace.ch

11. HOTEL IMAGES

During the term of this Agreement, the Hotel give the Tour Operator the non-exclusive right, solely for the purposes of marketing and promoting the Hotel, to use the name, information, including images, photographs, logo and trademarks (Hotels Proprietary Materials). <u>High resolution images</u> (300 dpi) can be downloaded directly from a special website (a "link" and instructions are be provided by the Hotel). The lay-out of all intended hotel descriptions and images on brochures are subject to written approval from the Hotel prior to publication.

12. TERMINATION

This Agreement may be terminated immediately upon written notice by either Party if the other Party ceases to do business, becomes insolvent, or is subject to bankruptcy or insolvency proceedings, whether actual or reasonably believed to be imminent. If reasonable grounds for insecurity arise with respect to either Party's performance of this Agreement, the other Party may in writing demand adequate assurance of due performance. Until such Party receives such assurance in writing, it may suspend its performance of this Agreement. If such Party does not receive such written assurance within seven (7) days after its request therefore, then such Party may immediately terminate this Agreement.



13. SIGNATURE

This Contract, with exhibits attached, constitutes the entire agreement between the Parties, and may not be amended or changed unless done so in writing, signed by the Hotel and the Tour Operator.

The undersigned represent that they are authorized to sign and enter into this Contract. The Agreement will bind both the Tour Operator and the Hotel and, except as specified otherwise, may be cancelled by either party upon thirty (30) days prior written notice. This Agreement shall terminate immediately upon the termination or expiration of the Agreement.

Date: 16 May 2019 Submitted by Hotel

Urs Bührer General Manager BELLEVUE PALACE Bern, Switzerland Eva Maria George Revenue Manager BELLEVUE PALACE Bern, Switzerland Date: 02.06.2019 Accepted by Tour Operator Marwa Emad Contracting Agent World Avenues SA Riad Sherit General Manager - Productive^{6,906}, ⁹⁰⁶, ⁹⁰⁶

IMPORTANT

This contract will be valid only if a copy - including enclosures - <u>signed by the Tour Operator</u> is received within 14 days from date of submission (PDF to e.george@bellevue-place.ch or fax to +41 31 320 46 46).