

### Leisure Operator Agreement 2017

#### **Boscolo Prague Hotel, Autograph Collection®**

Senovážné náměstí 991/13, CZ-110 00 Prague 1, Czech Republic  
Telephone: +420 224 593 111 Sales Fax: +420 224 593 000

This Leisure Operator Agreement (the "Agreement") entered into between **World Avenues SA** with its principal offices at **14, Rue Ferrier, CH-1202 Geneva, Switzerland** ("Company"), and Agaga s. r. o. located at Senovážné náměstí 13/991, Praha 1, details the agreed upon terms and conditions for services to be provided:

Company:	<b>World Avenues SA</b>	Telephone:	<b>+202 272 967 70</b>
Address:	<b>14, Rue Ferrier</b>	Fax:	<b>+202 272 967 71</b>
City:	<b>Geneva</b>	Contact:	<b>Tarek Elbially</b>
Postal code:	<b>CH-1202</b>	Email:	<b>contracting@world-avenues.ch</b>
Country:	<b>Switzerland</b>		

Room Type/ Category	SEASON A	SEASON B	SEASON C	SEASON D	PEAK SEASON
	03/01/17- 31/03/17	01/04/17- 20/04/17  01/07/17- 31/08/17	21/04/17- 30/06/17  01/09/17- 31/10/17	01/11/17- 28/12/17	29/12/17- 02/01/18  (min stay 3 nights)
	RATES	RATES	RATES	RATES	RATES
<b>Classic Room (Single/Double)</b>	105	140	195	110	275
<b>Superior Room (Single/Double)</b>	135	170	225	140	325
<b>Exclusive Room (Single/Double)</b>	165	200	255	170	375
<b>Junior Suite (Single/Double)</b>	215	250	305	220	475
<b>Free Sale</b>	Yes	Yes	Yes	Yes	-
<b>Release Days</b>	3	7	7	3	14

#### Company / End-user customer Rate Conditions & Additional Charges

Company must ensure disclosure of the below to the end-user customer before purchase.

- Rates are in Euro. Above rates are quoted per room, per night and are including a Buffet Breakfast and applicable VAT (currently 15%). Should the VAT change, the Boscolo Prague Hotel reserves the right to increase the rate without previous notice. The above rates do include the city tax.
- There is a free access to the Hotel SPA from 07:00-17:00 and 20:00-22:00 included in the room rate. Spa entry from 17:00-20:00 is charged 10€ per person/day. Wifi access is included in the room rate.
- Room Rate is applied to single and double occupancy. Children policy: baby cot for children 0 to 2 years will be provided free of charge. 100% reduction for children 2 to 6 years (inclusive) sharing adults' room; 50% reduction for children 7 to 12 years (inclusive) sharing adults' room.
- Extra bed (rollway bed) is available only in Superior rooms. Extra person in the room: 60 EUR per night.
- FIT rates above are subject to availability.
- Honeymooners: free upgrade upon availability at check-in, fruit basket or bottle of wine in the room.
- Check in: 3:00 pm. Check out: 12 Noon.

### **Black Out Dates**

The following dates are hereby restricted for sale under the terms and provisions of your FIT contract with the Boscolo Prague Hotel for the contract period. **Please be advised that blackout dates are subject to change.**

Hotel is offering these room rates ("Room Rates") on the condition of full compliance with the terms of this Agreement. No commission will be paid in connection with the booking of the guest rooms. Any additional rooms over and above contracted allotment will be at a rate determined by Hotel and are not guaranteed at the Room Rates identified within this Agreement.

### **Term**

This Agreement starts on the date of the last signature hereto and, unless earlier terminated in accordance with the terms of this Agreement, expires on 02/01/2018, with no right to renew.

### **Reservations / Contact Information**

Bookings shall be sent via fax or e-mail to the Reservations

Department of Boscolo Prague Hotel:

[reservation@prague.boscolo.com](mailto:reservation@prague.boscolo.com),

tel.: + 420 224 593 111, fax: + 420 224 593 000.

### **Cancellations and no show**

Cancellations must be made by 4 pm (local hotel time) on the day before check-in. After this time, 1 night's stay will be charged, including taxes and VAT. This penalty shall also apply in case of no show.

In case of cancellations or no shows requiring a minimum stay, the applied penalty shall correspond to a minimum number of mandatory nights, taxes and VAT included.

Peak season: cancellations must be made by 4 pm (local hotel time) three days before check-in. After this time, the entire stay will be charged, including taxes and VAT. This penalty shall also apply in case of no show.

In case of cancellations or no shows requiring a minimum stay, the applied penalty shall correspond to the entire stay, taxes and VAT included.

### **Payment**

The Operator shall be obliged to settle all the invoices issued by Boscolo Prague Hotel in EUR by the end of the month after the date of issue without any deduction or compensation. Failure to make such payment on the part of the Operator shall result in the charging of additional bank costs and any legal fees sustained by Boscolo Prague Hotel. For the recovery of the credit as well as interest for delayed payment at a rate of 5 points above the official bank rate of interest (applicable at the date of the application). Failure to comply with the indicated payment terms shall entitle Boscolo Prague Hotel to suspend the credit and/or cancel all the bookings made by the Operator.

In order to receive such credit conditions, the Operator, if so requested by Boscolo Prague Hotel, accepts to provide a bank guarantee (irrevocable letter of credit issued by a bank) or a credit card with a ceiling large enough to cover all the payments to be made, with relevant authorisation to withdraw as indicated below.

Credit Card nr. 5582 6530 2062 5027

Type MASTER CARD **Credit Card details for**  
**Guarantee only and not to be**  
**Charged**

Expiry date | 06 | / | 18 |

Holder's name GABRIELLA KHALIL – NAGY

Signature (in full and legible for the user of the service and/or entity undertaking to pay the amounts so as to authorise

*Gabriella Khalil Nagy*  
Prague, 25/10/2016

withdrawal in case of failure to make payment according to the terms and conditions of the contract)

In case of dispute, Boscolo Prague Hotel shall be entitled to withhold the sums in question as caution money until settlement. Both parties acknowledge that the sums withheld as caution money shall not be subject to interest.

### **Allotment/Release**

On the attached rates grid an agreed allotment is shown with relevant release term. Boscolo Prague Hotel reserves the right to close any dates at sales, notifying the Operator in writing by e-mail within 15 days from the date. The operator shall notify the rooms sold for that period within 48 hours. In the event of an allotment not having been agreed, room availability must be considered "on request".

### **Free sales**

Free sale is granted up to 4 rooms per day above allocation, release 7 days. Hotel is entitled to close out the free sale by written note to Operator. The hotel will accept all the reservations sent within 24 hours after the close out announcement. After this deadline the close out is fully valid and the hotel has right to refuse any additional booking.

If the operator has an "extranet" system of its own Boscolo Prague Hotel shall be entitled to manage room availability independently through the operator's extranet system, and the operator shall provide URL and password within 15 days from signing this agreement. Failure to observe such term shall represent a breach on the Operator's part and grounds for determination in accordance with article "Termination rights".

### **Materialization clause**

The Boscolo Prague Hotel requires that you must produce no less than fifty (50) room nights per quarter. The production level will be reviewed at the end of each quarter. If the pick-up is less than fifty (50) room nights, the Boscolo Prague Hotel reserves the right to cancel this agreement.

If your company has an allotment, the Boscolo Prague Hotel requires that you must produce no less than fifty percent (50%) of your allotment per quarter. The production level will be reviewed at the end of each quarter. If the pick-up is less than fifty (50%), the Boscolo Prague Hotel reserves the right to decrease the allotment, and/or renegotiate the terms and conditions of this agreement.

### **Marketing and advertising**

The Operator's catalogue or website must indicate the exact name of the hotel, a complete description, the Boscolo Prague Hotel photos and logo, according to chain standard requirements.

Boscolo Prague Hotel must authorize the use of the promotional material, which remains the sole property of Boscolo Prague Hotel and must be returned in the event of determination of the agreement under penalty of obligation to pay, by way of penalty, the amount of 50.000 EUR, without prejudice to any further and/or greater damages.

The Operator must send a copy of the description published in the catalogue to Boscolo Prague Hotel for approval before printing.

The classifications/categories of the hotel shall be consistent with the commercial directives provided by Boscolo Prague Hotel.

The Operator and relevant affiliated entities shall not be entitled to sell or acquire rights for the brand or the name of the hotel nor to use these in any way as part of their advertising, without the express written approval of Boscolo Prague Hotel, under penalty of payment, by way of penalty, of the sum of 50.000 EUR, without prejudice to any further and/or greater damages.

**Animals**

Animals are not allowed.

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Richard Subrt  
Director of Sales & Marketing  
Boscolo Prague Hotel, Autograph Collection®

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Date

**Limitations**

In the event of Boscolo Prague Hotel being liable towards the Operator for any breach of the obligations undertaken with this contract, such liability shall be restricted to the amount of total room nights booked from the Operator and paid by the Operator to Boscolo Prague Hotel for the relevant booking, excepting in the event of such liability deriving from fraudulent or seriously negligent behaviour on the part of Boscolo Prague Hotel.

Boscolo Prague Hotel has taken out insurance coverage as regards the valuables deposited in its safety boxes. Coverage for loss or damage to such objects shall not exceed 2500 (two thousand five hundred) euro per room, whatever the value and number of objects deposited in the safe boxes.

**Amendments**

Any amendments to this agreement shall be agreed in writing and signed, on behalf of Boscolo Prague Hotel, by a person duly authorised to sign.

  
  
**Tarek Elbialy**  
**World Avenues SA**

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Date 14.11.2016

#### **Company Obligations**

Company will, and will cause any companies it works with directly or indirectly to, make Hotel's guest rooms available to the end-user customer:

- only as part of a bundle or package, meaning coupled with at least one other substantial travel component of material value.
- strictly for transient leisure travel only (for example, not for business travel or group travel oriented channels).

Company will not, and will not permit any companies it works with directly or indirectly to:

- make Hotel's guest rooms available to the end-user customer as an unpackaged, room-only product.
- market Hotel's guest rooms as an unpackaged, room-only product on on-line (e.g., internet based) channels, or any other interactive channels including mobile devices that the end-user customer can access, this includes but is not limited to Online Travel Agents, Opaque Sites, Group Buying, Flash Sales, Social Commerce and Daily Deals sites and applications.
- Make Hotel's guest rooms available through any GDS
- disclose to the end-user customer the rate at which Hotel provided Company the guest room.
- make any false, misleading or deceptive claims that it offers specially discounted rates on Hotel's inventory, or advertise that it has the lowest price available, substantial discounts, online exclusive rates, exclusive savings, or comparable statements for Hotel's guest room inventory.

#### **Termination Rights**

- Either party may terminate this Agreement at any time upon 30 days' written notice to the other party.
- Hotel reserves the right to cancel, with notice, any booking made in breach of Company Obligations.
- Any breach by Company of obligations under Company / end-user customer Rate Conditions & Additional Charges and Company Obligations will be a material breach of this Agreement, resulting in an immediate suspension or termination of this Agreement, as solely determined by Hotel, in Hotel's reasonable judgment. Each party shall inform the other of any violations of this Agreement of which it becomes aware.
- Upon termination of this Agreement, Hotel and Company will continue to honour the terms of this Agreement with respect to any booking made prior to the termination date for dates following the termination date, unless termination occurred due to a monetary breach.

#### **Insurance**

Hotel will procure, maintain and keep in full force and effect during the term of this Agreement adequate insurance coverage (including public liability or commercial general liability insurance and property) as required by law with a reputable company.

#### **Safety, Security & Laws**

Hotel undertakes to comply with all relevant laws, regulations and codes of practice including without limitation, those relating to hygiene, fire, safety and security of persons, planning, permits and licensing for the provision of the accommodation. Hotel will maintain the necessary permits and licences for operating the premises in accordance with applicable legal provisions and regulations.

#### **Confidentiality**

"Confidential Information" means this Agreement and the content herein (including the Room Rate). Each party will maintain this Confidential Information in the strictest confidence and will limit access to those of its employees, officers, and agents with a need to know such Confidential Information for the performance of obligations hereunder. Confidential Information may be disclosed in response to a subpoena or other legal process, to the extent the subpoena or legal process compels disclosure of such Confidential Information and the other party is informed of such disclosure. Furthermore, the Confidential Information may be disclosed in a dispute resolution matter between Company and Hotel regarding matters arising from this Agreement.

#### **Authority**

Each of the undersigned represents and warrants that it has the right, power and authority to enter into this Agreement on behalf of the respective entities to this Agreement.

#### **End-user Customer Information**

"End-user customer Information" means the first and last names, addresses, phone numbers and other personal data of any individual booking a guest room. Company and Hotel will comply with all applicable laws regarding the collection and sharing of end-User customer Information. Hotel may use any end-User customer Information in accordance with the policies of Marriott International, Inc. ("Marriott").

#### **Intellectual Property**

For the purpose of advertising and promoting Hotel's guest rooms, Hotel hereby grants Company a limited non-exclusive, non-transferable, worldwide, royalty free license during the term of this Agreement to use, reproduce, display and distribute the images and descriptions of Hotel ("Licensed Content") that Hotel has provided to Company subject to the following restrictions: Company will not use the Licensed Content (i) in any radio, television or internet marketing or advertising, and (ii) in a manner that, in Hotel's sole determination, is disparaging or that otherwise could reasonably be expected to have an adverse impact on the goodwill associated with the Licensed Content, diminish their value, or the corporate image, business or reputation of Marriott or Hotel. Company agrees that the Licensed Content is the sole and exclusive property of Marriott, Hotel, or their affiliates. Further, Company acknowledges that it will not acquire any interest in the Licensed Content or the goodwill associated with the Licensed Content by virtue of this Agreement or Company's use of the Licensed Content. Any work product generated in conjunction with the Licensed Content hereunder shall be deemed a "work for hire" owned exclusively by Hotel. In any event, Company hereby assigns any right it may have in such work product to Hotel. Except as reasonably necessary to fulfil its obligations under this Agreement, Company will not use, copy, or distribute Licensed Marks and Licensed Content without Hotel's prior written approval in each instance. Company shall not make any changes to the Licensed Content without Hotel's prior written approval (not to be unreasonably withheld). Company shall immediately cease any use of Licensed Marks and Licensed Content in violation of this Section or upon the written request of

Hotel. Any breach of this clause shall entitle Hotel to terminate this Agreement immediately without prejudice to any other rights or remedies that it may have against Company. Company will not use, copy, distribute or scrape any Licensed Content or intellectual property belonging to Hotel, Marriott or any of their affiliates not expressly authorized by Hotel by written prior approval.

#### **Marketing Guidelines**

Marriott has defined "Standards and Guidelines for Online Marketing", including Content Guidelines, Online Advertising Guidelines, Keyword Buying, Paid Search, Search Engine Optimization, Social Media & Commerce and Spyware & Other Automated Tools (collectively, "Guidelines"). These Guidelines are hereby incorporated herein and made a part of this Agreement. Company will, and will cause any companies it works with directly or indirectly with to, review and fully comply with these Guidelines. "Standards and Guidelines for Online Marketing" may be altered by Marriott at any time at its sole and only discretion and are viewable at [www.marriottwholesalers.com](http://www.marriottwholesalers.com).

#### **Governing Law**

This Agreement shall be governed in all respects by the laws of the State of New York, without regard to conflict of law provisions. Any claim or dispute hereunder must be resolved by a court located in the State of New York. Each party hereto agrees to submit to the personal jurisdiction of the courts located within in the State of New York for the purpose of litigating all such claims or disputes.

#### **Miscellaneous**

Neither party may assign or transfer the Agreement without the written consent of the other. This Agreement constitutes the entire agreement between Hotel and Company.

Richard Subrt  
Boscolo Prague Hotel, Autograph Collection®  
Director of Sales & Marketing

Date

Prague, 25/10/2016

Tarek Elbialy  
World Avenues SA

Date

14.11.2016