



13-12-2016

Prince de Galles has been awarded by Travel+ Leisure's for the World's Best Award 2016. The hotel is positioned as the 8th best Parisian hotel and is now part of the best 100 hotels in the world by Travel+ Leisure.

PERSONAL AND CONFIDENTIAL

WORLD AVENUES SA

Mr Tarek Elbially - Contracting Manager
14 rue Ferrier
CH 1202 GENEVA SWITZERLAND
Dir tel +41 225481211
Fax +41229069410

Thanks to its environmental commitment, Prince de Galles has been awarded "The Green Key" label



Dear Mr Elbially,

Pursuant to this letter, **PDG REALTY SAS d/b/a Prince de Galles, a Luxury Collection Hotel ("Hotel")** agrees to provide rates for guest rooms at Hotel's facility located at **33 AVENUE GEORGE V – 75008 PARIS – FRANCE**, to **WORLD AVENUES SA ("Company")** for use by Company and by travel agents, tour operators and wholesalers who primarily operate in off-line distribution channels (each, a **"B2B Partner"**, and collectively, the **"B2B Partners"**), in accordance with, and subject to, the terms and conditions set forth below:

1. **Term:** This letter is valid from **May 1st, 2017 to April 30TH, 2018**.
2. **Rates:** The rates for guest rooms at Hotel's facility that may be included by Company and its B2B Partners in Travel Packages are specified on Exhibit A or on the rate sheet provided by Company. All rates are non-commissionable.
3. **Travel Packages:** Company must bundle and take commercially reasonable steps to ensure that its B2B Partners bundle all guest rooms made available through the Hotel Agreements in a packaged travel product that is, at a minimum, a guest room and at least 1 of the following: airline tickets, train tickets, an overnight cruise, a car rental or another meaningful component (**"Travel Packages"**) before Company or its B2B Partners sell such guest rooms to retail customers. For the avoidance of doubt, under no circumstances may guest rooms made available through the Hotel Agreements be sold by Company or its B2B Partners on a retail website in a room-only or unbundled manner.
4. **Non-Disclosure of Rates:** Company may not sell, and must take commercially reasonable steps to ensure that its B2B Partners do not sell, Hotel's guest rooms at rates provided through this letter in a manner that discloses, directly or indirectly, the rates for such guest rooms.
5. **Onward Distribution:** Except for B2B Partners, Company may not transfer or assign rates provided through the Hotel Agreements to any Company or organization. Upon receipt of written notice from Hotel or Starwood Hotels & Resorts Worldwide, Inc. (**"Starwood"**), Company must stop distributing rates provided through this Agreement to any B2B Partner that: (a) has failed to combine the rates into Travel Packages before selling them to retail customers or has otherwise violated the terms of this Agreement; (b) has violated applicable law; or (iii) Starwood or such Participating Hotel otherwise determines do not qualify for use of such rates
6. **Disclosure:** Company must, and must take commercially reasonable steps to ensure that its B2B Partners: (a) advise all customers that they are responsible for payment of all charges over and above the Standard Room Charge (e.g., internet access); and (b) clearly and conspicuously disclose to customers in advance of booking all state and local taxes and all automatic or mandatory charges (e.g., resort charges) specified by Hotel.
7. **Marketing:** Hotel grants Company a non-exclusive, royalty free, non-sub-licensable (except to B2B Partners), non-transferable, revocable license to use Hotel's trademarks and logos and text, images, data, or other content depicting or otherwise related to Hotel's facility, solely to promote the distribution of Travel Packages in offline channels. Hotel trademarks and content may not be used for any other purpose including the promotion or distribution of any room-only or unbundled rates through any retail website. All Hotel trademarks and content must be obtained through the Starwood

Asset Library (www.starwoodassetlibrary.com) and must be used by Company and its B2B Partners in accordance with the Starwood Trademark Guidelines posted on the Starwood Asset Library.

8. **Revenue and Taxes:** For guest rooms sold by Company or its B2B Partners at rates provided through this letter, Company will pay Hotel an amount equal to 100% of the rate plus any applicable taxes and other charges (the “**Standard Room Charge**”). As between Company and Hotel, Company will retain all amounts by which the price of a Travel Package exceeds the Standard Room Charge (the “**Consumer Price**”). Company will be solely responsible for, and will timely remit to the proper taxing authorities, any and all taxes, duties, charges and governmental fees that are applicable to the difference between the Consumer Price and the Standard Room Charge.
9. **Billing Privileges:** Company must fully prepay for all bookings at Participating Hotels, unless, upon application and review by a Participating Hotel, such Participating Hotel elects to extend direct billing privileges to Company.
10. **Payments from Customers:** Each Participating Hotel will collect payment from its customers for any applicable taxes, automatic and mandatory charges, and incidental charges not included in the Standard Room Charge.
11. **Reporting:** Company will provide Hotel with monthly reports in electronic form containing information about Hotel’s guest rooms sold by Company and its B2B Partners under this letter.
12. **Insurance:** During the Term, each party will carry and maintain Commercial General Liability insurance covering bodily injury and property damage with a combined single limit of not less than 1,000,000 Euros per occurrence/annual aggregate and will provide evidence of such insurance upon request.
13. **Warranties:** Company and Hotel each represent and warrant that it has the right, power and authority to enter into this letter and to perform all of its obligations in this letter. Company further agrees that it is solely responsible for the content of marketing and advertising materials relating to Travel Packages, and Company represents and warrants that it and its B2B Partners will accurately and completely display at all times any guest room information provided by Hotel.
14. **Indemnification:** Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this letter or the negligence or intentional misconduct of such party or its officers, directors, employees, agents, and contractors. Company agrees that its indemnity will cover claims: (a) resulting from Company or one of its B2B Partner's failure to pay any applicable taxes due on amounts it charged or collected; (b) resulting from Company or one of its B2B Partner's failure to clearly and conspicuously disclose to its consumer in advance of booking all mandatory fees and charges; or (c) by governmental authorities related to taxes or fees payable with respect to any amounts charged or collected by Company or its B2B Partners over and above the Standard Room Charge. Neither party will be liable for punitive damages.
15. **Dispute Resolution:** The parties will resolve any claim or dispute arising out of or relating to this letter through binding arbitration before one arbitrator conducted under the rules of the International Chamber of Commerce (ICC) in London, England. The laws of England will be the governing law. The arbitration award will be enforceable in any state or federal court. Notwithstanding the above, the parties may bring any claim or dispute arising out of a violation of the “Marketing” or “Confidentiality” provisions in state or federal court in New York, New York. In any arbitration or litigation arising out of or relating to this letter or the enforcement of any arbitration award, the prevailing party will recover attorneys’ fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys’ fees and interest associated with the other party’s efforts to collect monies owed under this letter.
16. **Laws and Policies:** Each party will comply with all applicable laws and regulations, its respective privacy policy, and Hotel rules and policies.
17. **Confidentiality:** Each party will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: information that: (a) is already known by the receiving party, free of any obligation to keep it confidential, (2) is or becomes publicly known through no wrongful act of the receiving party, (3) is received by the receiving party from a third party without any restriction on confidentiality, (4) is independently developed by the receiving party, (5) is disclosed to third parties by the disclosing party without any obligation of confidentiality or because of valid order, rule, regulation or law, or (6) is approved for release by prior written authorization of the disclosing party.
18. **Termination:**
 - a. Either party may terminate this letter in the event of a material breach of this letter by the other party if such breach is not cured within 30 days (or in the case of a breach of Section 5(a), within 5 days) from receipt of written notice of such breach;
 - b. Either party may terminate this letter without cause by providing the other party with 90 days prior written notice; and

- c. Either party may terminate this Agreement upon 30 days' prior notice if the other party (i) consistently fails to pay its *bona fide* debts as they come due, (ii) becomes subject to a voluntary or involuntary bankruptcy proceeding (and, in the case of an involuntary proceeding, such proceeding is not dismissed within 90 days), or (iii) makes a general assignment for the benefit of its creditors.
19. **Relationship of Parties:** Neither this letter nor the cooperation of the parties contemplated by this letter will be deemed or construed to create any partnership or joint venture between the parties.
20. **Public Communications:** Neither party will make or issue any public statement or announcement regarding the existence or the content of this letter, unless as the other party will agree in writing to such statement or announcement prior to its issuance.
21. **Force Majeure:** If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.
22. **Notice:** Any notice required or permitted by the terms of this letter must be in writing.
23. **Assignment:** Company may not assign or delegate its rights or duties under this letter without Hotel's prior approval.
24. **Severability:** If any provision of this letter is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the letter will have full force and effect.
25. **Waiver:** If either party agrees to waive its right to enforce any term of this letter, it does not waive its right to enforce any other terms of this letter.

This letter constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Company.

ACCEPTED AND AGREED TO:

WORLD AVENUES SA
(Name of Company)

By Tarek Elbialy
Contracting Manager

Date 29.01.2017



PDG REALTY SAS (33 AVENUE GEORGE V – 75008 PARIS)
operator of the hotel known as the **Prince de Galles, a
Luxury Collection Hotel** ("Hotel")

By Gerald R. Kirschek-Cruypelans
General Manager

Date _____

EXHIBIT A
RATE AND INVENTORY AGREEMENT

Inventory and Rates: The currency for all prices, rates, and charges stated in this letter is **EURO**.

Package Room Rates:

FREE SALE: *Release for Free Sale is 24 hours before arrival.*

Company and its B2B Partners may book rooms without an allotment commitment until such time as Hotel notifies Company to cease booking rooms.

All rooms on allotment or free sale must be sold and reported to Hotel daily by [fax/email], as well as recapped at the cut-off schedule. Unsold rooms from allocation will be automatically released back to Hotel at the specified cut-off date. Requests after cut-off date are subject to rate and space availability. **Company agrees that Hotel reserves the right to contact Company and to re-negotiate allocation, in the event that actual or historical sales do not warrant the above noted allocation.**

Free sale contract person or system

Name : **Marwa Mahmoud**

Extranet : <http://www.wa-ets.ch/etsBackoffice>

Tel : **+41 225 481 211**

Login : **User name : HTL564**

E-mail : stopsales@world-avenues.ch

Password : **HTL564**

Reservations that are within the allotment can be sold on a sell and report basis until the cutoff dates, in accordance with the room allotments set forth in this letter. Any requests after the cutoff date must be requested directly from Hotel. Reservation requests after the cutoff date will be confirmed at the prevailing rate, depending on the room category.

Reservations « on free sale » should be made to **Prince de Galles, a Luxury Collection Hotel, Reservations Department, at phone number +33 1 44 77 10 45, fax +33 1 47 20 06 61 or e-mailed to reservation.princedegalles@luxurycollection.com**. A confirmation number must be received from Hotel acknowledging receipt and confirmation of reservation.

Rack rates:

Art Deco Room	1020 €
Art Deco Deluxe Room	1135 €
Mosaïc Suite	1955 €
Macassar Suite	2780 €
American breakfast	51 €

These rack rates 2017 are for information only.

The rack rates as well as best available rate are VAT included and commissionable at 10% to Travel Agencies (excluding the city tax).

The rack rates are subject to change without prior notice

The following seasonal net wholesale leisure contract rates are offered to Company for the period of **May 1st, 2017 to April 30TH, 2018**. ("**Package Room Rates**"). (*Hotels to fill-in based on seasonality and different room category levels within the specific property.*) Rates are valid for FIT only (up to 9 rooms). For each group request (from 10 rooms), a specific quotation and specific contract will be made.

The fair dates are subject to change in case of exhibitions dates changes

✎ Please note that the hotel cannot accommodate 3 people in the same room in Art Deco Room.

✎ Supplement of 100 € for rooms or suites **WITH BALCONY**.

✎ Not including the city tax of 3,30 Euros per adult and per night (to be paid upon check out, unless instructed differently)

SEASONS	FROM	TO	ART DECO		ART DECO DELUXE		MOSAIC SUITES		MACASSAR SUITES	
			Single	Double	Single	Double	Single	Double	Single	Double
Low Season	01/05/2017	14/05/2017	414	449	474	509	754	789	994	1029
High Season	15/05/2017	18/06/2017	614	649	694	729	1 054	1089	1 364	1399
FAIR / Airshow	19/06/2017	22/06/2017	755	790	850	885	1 265	1300	1 625	1660
High Season	23/06/2017	12/07/2017	614	649	694	729	1054	1089	1364	1399
SUMMER	13/07/2017	03/09/2017	504	539	574	609	899	934	1 179	1214
High Season	04/09/2017	19/10/2017	614	649	694	729	1054	1089	1364	1399
Low Season	20/10/2017	28/12/2017	414	449	474	509	754	789	994	1029
Middle Season	29/12/2017	31/12/2017	550	585	625	660	965	1000	1 260	1295
Low Season	01/01/2018	01/03/2018	414	449	474	509	754	789	994	1029
Middle Season	02/03/2018	05/03/2018	550	585	625	660	965	1000	1260	1295
Low Season	06/03/2018	30/04/2018	414	449	474	509	754	789	994	1029

ADDED VALUE for Middle East and North African market

- Minibar free of charge in Signature Suites , possibility to book the Wellness Suite with Hammam, Historical outside patio (smoking possibilities), Christian LACROIX Amenities , Arabic Food on request.

FAMILIES ADDED VALUES :

- **Welcome gift for kids up to 12.**
- **Children Policy:**
 - Art Deco rooms : **cannot accommodate an extra bed or crib, due to room size and security reasons.**
 - In Art Deco Deluxe rooms and suites: No charge for children under 12 when occupying the same room as the adult(s). 50% discount on buffet breakfast for children under 12 and free of charge for children aged 3 or less.
- **Connecting room & suite possibility.**

SPECIAL OFFERS (FIT)

- **"WOMAN DAY" OFFER** : 20% Discount from Deluxe room for minimum of 2 nights stay .
From March 5th to March 9th, 2018 included
- **VALENTINE OFFER** : Free upgrade guaranteed upon reservation for a minimum of 2 nights stay.
From February 13th, to February 15th, 2018 included.
- **HONEYMOONERS** : ½ bottle of Champagne offered per room and chocolate for Suite bookings.

In addition to the guest room accommodations, the net rates provided by the property include the following:

1. American Breakfast – "Comptoir Gourmand" at restaurant La Scène 👉 Service in room : 10 euros supplement per person.
2. Taxes (excluding the city tax)
3. Free WIFI
4. Ipod station and Play station for all suites
5. Nespresso Machine for all rooms
6. Free bottle of water for all rooms
7. Free access to Fitness Centre
8. Christian Lacroix "Eygalières" collection bathroom amenities

Black-Out Dates:

Hotel reserves the right to impose black-out dates at its sole discretion. In such case, Hotel will honor all reservations for the black-out period, which were made prior to the notification of the black-out, provided reservation are received within 24 [hours] of the notification of the black-out at Hotel.

Please note that the black-out dates may be added during the year at any time. Hotel will advise Company of this in advance and in this case, Hotel will request that Company stop selling from the allotment and submit reservations already made within 24 [hours] from the date of notice.

Rate Conditions

Taxes: Price: The rates mentioned above include local and national taxes according to the French regulation (VAT) but exclude the city tax of to **3,30 Euros** per person and per night. Pursuant the article L. 2333-30, a local city tax set by the town, is at your charge, that is to say: - 5-star hotel, equal to **3,30 Euros** per person and per night. This tax is not applicable for children under 18 years old.

At the time of the invoicing, we consider any changes of these taxes as well as any creation or suppression of tax or right, applicable to the day of your booking (VAT, city tax and other taxes).

The city tax will be paid by the customer directly at the hotel upon departure.

☞ **If the company wish to pay the city tax, please advise : ☐ YES ☐ NO** It will be billed separately on the invoice.

Split Season Rate: For any reservations that commence in one season and overlap into another season during the guest's stay, the corresponding rate for each season will apply.

Incidental and Additional Charges:

Extra adult person

- In Art Deco Deluxe rooms and suites - **3rd person (based on double room rate):** the additional adult (over 12 years old) will be charged **115 €** per day, including extra bed and buffet breakfast, with a maximum of **3** adults per room.

Check-in and Check-out Time: Check-in time is **3pm** check-out time is **12pm**. All guests arriving before 3 pm will be accommodated as rooms become available. Baggage may be checked-in for those arriving early if rooms are unavailable.

Cancellation Policy: Room reservations may be canceled **up to 6pm (Paris time) on the day prior to arrival via fax**. If cancellation occurs **after 6pm on the day prior to arrival** or if a no-show occurs, a one-night cancellation fee including room and tax, will be assessed. Date changes inside of the cancellation policy are considered a cancellation and a re-booking, and as such, are subject to cancellation damages. The daily cancellation fee will not be contingent on Hotel's occupancy for the nights for which rooms are cancelled. No-shows must be paid without reliance on vouchers due to the inability of the client to present the voucher. Should the Company fail to pay the cancellation fee, Hotel may cancel the Company's billing privileges or this letter, at Hotel's sole discretion, without any obligation or liability whatsoever. The cancellation policy may be changed by Hotel at any time in Hotel's sole discretion.

Early Departure Policy: An early departure fee of one night's room and tax will be billed to Company in the event guests do not utilize all nights originally booked but not consumed.

Relocation: If any guest room reservation cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) one 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail; (4) an offer to relocate the displaced guest back to the first available guest room; and (5) upgraded accommodations at Hotel upon return (if available) and a welcome expression from the General Manager.

DIRECT BILL ACCOUNT:

Hotel has arranged to direct bill for room and tax. [Discuss Letter of Credit/Bank Guarantee if required and voucher form requirements].

All guests must present a voucher/itinerary upon check-in for room and tax charges. Reservations will not be honored without presentation of this voucher/itinerary or if the voucher/itinerary information does not correspond to the reservation confirmation.

All charges billed to a master account as well as cancellation, no-show and early departure charges will be due and payable thirty (30) days from receipt of invoice. In the event bills are not paid within this 30-day period, a 1-1/2% per month late payment charge may be assessed. All mandatory charges and incidentals will be collected from the guest upon check-out, unless otherwise stated in Company's voucher/reservation confirmation. If vouchers/reservation confirmations are revised in any way, please forward a copy to Hotel, so that the Reservation, Front Office and Accounting Departments may become familiar with them.

Hotel reserves the right to demand full payment or revoke Company's direct billing privileges for rooms held under this letter should a delinquency in payment occur. If direct billing privileges are revoked, all future reservations will be handled under the Hotel's standard pre-payment terms.

CONTACT INFORMATION :

Individual Reservations Contact (1 to 9 rooms) :

Name: Cecilia Amrani
Title: Reservation Manager
Phone #: +33 1 44 77 10 45
Fax #: +33 1 47 20 06 61
Email: reservation.princedegalles@luxurycollection.com

Sales Department Contact Information:

Name: Joseph Ghattas
Title: Account Director
Phone #: +33 1 40 68 31 63
Fax #: +33 1 40 68 30 77
Email: joseph.ghattas@starwoodhotels.com

Accounting Department Contact Information:

Name: Sylvie Ducloux
Title: Director of Finance
Phone #: +33 1 53 23 78 70
Fax #: +33 1 47 23 37 24
Email: Sylvie.ducloux@luxurycollection.com

Group Reservations Contact (from 10 rooms)

Phone #: +33 1 40 55 67 85
Fax #: +33 1 40 55 67 81
Email: Resgroup.paris@starwoodhotels.com

Revenue Manager's Contact Information:

Name: Clément Dieudonne
Title: Revenue Manager
Phone #: +33 1 40 55 67 63
Email: Clement.dieudonne@starwoodhotels.com



EXHIBIT B

USAGE REQUIREMENTS FOR STARWOOD TRADEMARKS AND CONTENT

- (1) **WORLD AVENUES SA** (*"the company"*) acknowledges and agrees that as between *the company* and Starwood, Starwood owns and shall continue to own all right, title and interest in and to the Trademarks and Content (except for Content created by or on behalf of *the company*), and that *the company's* use of the Trademarks or Content (except for Content created by or on behalf of *the company*) shall inure to the benefit of Starwood. *The company* further acknowledges and agrees that Starwood owns all right, title, and interest in any and all applications or registrations for the Trademarks or Content ("Registrations") that have been filed, issued or may issue thereon. *The company* shall not at any time acquire or claim any right, title or interest of any nature whatsoever in or to the Trademarks, Content, or Registrations by virtue of this Agreement or *the company's* use thereof. Any right, title or interest in or relating to the Trademarks or Content which comes into existence as a result of, or during the exercise *by the company* of, any right granted to it hereunder, shall immediately vest in Starwood.
- (2) *The company* acknowledges and agrees that it is not authorized or licensed by Starwood to use or display the Trademarks or Content in any form, manner or medium, whether now known or hereinafter devised, for any purpose or use, other than those expressly authorized hereunder. *The company* acknowledges that all value of the publicity and goodwill associated with the Trademarks or Content belongs exclusively to Starwood.
- (3) *The company* agrees that Starwood has the absolute and sole right to inspect all uses of its Trademarks and Content pursuant to this Agreement. *The company* agrees to submit to Starwood, at Starwood's request, electronic or paper specimens of materials bearing the Trademarks or Content for Starwood's inspection and approval. In the event that Starwood determines that said specimens do not comply with this Exhibit B, or do not otherwise meet with Starwood's approval, *the company* shall immediately discontinue and shall not further use such specimens. *The company* will comply with reasonable guidelines set by Starwood to modify the specimens so that they are in compliance with Starwood's Usage Requirements, and approved by Starwood.
- (4) Starwood may, at its sole discretion, require *the company* to discontinue using specific Trademarks or Content by providing notice to *the company*, and *the company* must discontinue use of the specific Trademarks or Content within seven (7) business days of receipt of such notice, at which time the License to the specific Trademarks or Content hereunder shall be terminated.
- (5) All uses of the Trademarks and Content by *the company* shall faithfully reproduce the text, color, design and appearance of the Trademarks and Content as provided to *the company* by Starwood or requested by Starwood, including trademark and copyright designations (e.g., ®, "TM", "SM", © 2009 Starwood Hotels & Resorts Worldwide, Inc.).
- (6) *The company* shall notify Starwood in writing of any infringement, limitations, or misuse of the Trademarks or Content by others of which it becomes aware. *The company* shall further promptly notify Starwood, in writing, of any claims, demands, or actions by third parties against Starwood or the Trademarks or Content, and to which *the company* has knowledge, and *the company* shall provide Starwood with any and all documents, letters, papers, e-mails, or other notification given to *the company* of same. Starwood, in its sole discretion, may commence, prosecute, or defend any claims or suits resulting from such infringements, dilutions, imitations, or misuse, and Starwood shall, in its sole discretion, make all decisions in how to prosecute or defend any such claims or suits, including filing motions, or entering into a settlement. *The company* shall not institute any suit or take any action on account of any infringements, imitations, dilution, or misuse of the Trademarks or Content.
- (7) Unless approved by Starwood in writing, upon termination or expiration of this Agreement, *the company* shall immediately discontinue all use of the Trademarks and Content and anything confusingly similar to any of the Trademarks or Content.
- (8) *The company* acknowledges that the Trademarks and Content, and the goodwill associated with therewith, constitute a valuable property interest of Starwood and that Starwood would suffer substantial, irreparable damage and would be without adequate remedy at law in the event of use of any of the Trademarks or Content by or on behalf of *the company* other than in conformance with the terms and conditions of this Agreement. Accordingly, notwithstanding any cure rights set forth herein on behalf of *the company* or other remedies available to Starwood at law, Starwood shall be entitled to seek (and *the company* shall not oppose or object to) immediate injunctive relief for any infringement, imitations, dilution, or misuse of any of its rights in any of the Trademarks or Content or any unauthorized use of any materials containing any of the Trademarks or Content, by or on behalf of *the company*, or if at any time *the company* fails to fulfill any of its obligations under Section 9 of this Exhibit B to maintain the requisite level of quality pursuant to this Agreement.

- (9) During the term of this Agreement and thereafter, *the company*, its affiliates, and the operators of Third Party Websites:
- (a) shall not, directly or indirectly, attack or interfere with the title or validity of the Trademarks or Content, or attack or interfere with Starwood's ownership rights to the Trademarks or Content.
 - (b) shall not attack the validity of the License granted hereunder;
 - (c) shall not at any time, without the prior written consent of Starwood, adopt or use any word, name, symbol, device, or mark including, without limitation, any signature, design, logo, trade dress, Internet domain name, address, URL or site of other trade designation which is confusingly similar to the Trademarks;
 - (d) shall not harm, misuse, tarnish, disparage, or bring into disrepute the Trademarks or Content;
 - (e) shall not use the Trademarks or Content in any manner which could reasonably be expected to diminish the infringe, dilute, or damage the strength and value of the Trademarks or Content;
 - (f) shall comply with the usage requirements in this Exhibit B, as may be reasonably be amended or modified from time to time by Starwood;
 - (g) shall not modify, alter, or revise the Trademarks or Content in any manner;
 - (h) shall not bid on or purchase placement rights for any keywords or adwords that incorporate any of the Trademarks or the name of any property owned, managed or franchised by Starwood during the Term;
 - (i) shall use broad negative match capabilities or the equivalent in online searches for Starwood's hotel brands;
 - (j) shall not use of any of the Trademarks or the name of any property owned, managed or franchised by Starwood, as metatags in websites, other than pages in which Starwood properties are represented, and may not use them as meta titles in any circumstances;
 - (k) shall not use any advertising method that creates or overlays links or banners on *the company* Websites, browser windows, or utilizes any other method whether now known or hereafter developed to generate traffic from *the company* Websites that Starwood owns, without the prior written consent of Starwood;
 - (l) shall not authorize or agree to any third party's use of the Trademarks or Content, or any Trademark or Content, or any word, name, symbol, device, or mark (including, without limitation, any signature, design, logo, trade dress, Internet domain name, address, URL or site of other trade designation) that incorporates, comprises (in whole or in part), dilutes, or is confusingly similar, to the Trademarks, or incorporates, comprises, or is substantially similar to the Content; and
 - (m) shall not, directly or indirectly, register or attempt to register any of the Trademarks or Content or any word, name, symbol, device, or mark (including, without limitation, any signature, design, logo, trade dress, Internet domain name, address, URL or site of other trade designation) that is confusingly similar to any of the Trademarks or substantially similar to any of the Content.
- (10) For purposes of Section of the Agreement, and not by way of limitation, the following shall each be considered a material breach of this Agreement:
- (a) use of the Trademarks or Content outside the scope of the license granted under this Agreement;
 - (b) use of the Trademarks or Content in a manner that presents a substantial risk of impairing the value of any of the Trademarks or Content or the goodwill of the business symbolized by any of the Trademarks or associated with any of the Content; or presents a substantial risk of impairing Starwood's ability to protect or defend any of the Trademarks or Content from infringement, unfair competition, or dilution by third parties; or
 - (c) failure to comply with obligations under Section 9 of this Exhibit B.

ACCEPTED AND AGREED TO:

WORLD AVENUES SA
(Name of Company)

By Tarek Elbially
Contracting Manager

Date 29.01.2017

PDG REALTY SAS (33 AVENUE GEORGE V – 75008 PARIS)
operator of the hotel known as the **Prince de Galles, a
Luxury Collection Hotel** ("Hotel")

By Gerald R. Krischek-Cruypelans
General Manager

Date _____

