



**FOUR SEASONS**  
RESORT  
SHARM EL SHEIKH, EGYPT

**FOUR SEASONS RESORT SHARM EL SHEIKH**

**2020-21 WHOLESALER NET RATE AGREEMENT - F.I.T. PROGRAM**

**PREPARED EXCLUSIVELY**

For **Fun Trip Travel**  
All Markets  
74 Golf City Mall, Obour City, Cairo, Egypt.

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This Wholesaler Net Rate Agreement (this “Agreement”) is between **Fun Trip Travel**, hereafter referred to as the “Company”, and **Four Seasons Resort Sharm El Sheikh** d.b.a. Four Seasons < Four Seasons Resort **Sinai Peninsula, Egypt** >, hereafter referred to as the “Resort”.

For the purpose of this agreement, the “Resort” also defines the entire restricted access area inside the security gates, and the location of the Four Seasons Resort Sharm el Sheikh, including but not limited to Guest rooms and suites, as well as privately owned properties inside the “Resort”.

Also for the purpose of this agreement, a “Program” is a periodic arrival of [F.I.T.] guests on a continuous basis over a specified period, as defined in the affiliated or unaffiliated sections of this contract. This agreement is only valid for the Company and cannot be distributed to any other affiliated or unaffiliated company (or subsidiary company) without prior approval of the Resort.

The initial term of this Agreement commences on **November 08, 2020** (the “Effective Date”) for **6 months and will be extended for another 6 months or terminated, depending on achievement of targeted productivity by April 08, 2021**. After the first anniversary of the Effective Date, any party may terminate this Agreement effective as of the end of the initial term or any renewal term by giving written notice of termination by no later than 30 days prior to the end of such term. Notwithstanding the foregoing, during the term of this Agreement, Resort may submit updated or revised rate and property information to Company. If Resort submits room or rate changes to Company after this Agreement terminates, then the terms of this Agreement shall apply to any bookings made by guests for such rooms, unless the parties have mutually agreed in writing to different terms.

## **1. RATES AND TAXES**

a. The net rates (“Net Rates”) of this Agreement set out below are effective for travel as of **November 08, 2020**.

Net rates (“Net Rates”) are provided by Resort to Company for inclusion in packages or programs where the Net Rate will not be disclosed to consumers directly or to any unauthorized parties. Resort shall set the Net Rates for rooms to be (a) at least as favorable as the rates, rules, terms, and conditions Resort offers to or sets for rooms made available for booking through any Property Channel. “Property Channel” means those distribution channels, through which Resort makes its rooms available, including any website operated by Resort. Net Rates may be extended to an affiliated or unaffiliated third party, such as a sub-wholesaler or niche Tour Operator. The Resort sells rooms at a variable room rate which fluctuates based on various market factors. Net Rate must remain confidential and not revealed to consumers or end-users. Net Rate is fixed per Season and will not change with prevailing daily variable room rate.

Net Rates by season and room type are as follows:



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Seasons 2021	Low	Shoulder	High	Room Size/ Existing beds	Max. Occupancy with extra bed
Room categories	08 Nov - 25 Dec 20 05 Jan - 31 Mar 21 09 Apr - 30 Apr 21 09 May - 11 May 21 16 May - 15 Jul 21 24 Jul - 24 Oct 21	26 Dec - 04 Jan 21 12 May - 15 May 21 16 July - 23 July 21 25 Oct - 5 Nov 21	01 Apr - 08 Apr 21 01 May - 08 May 21		
	Single / Double	Single / Double	Single / Double		
<b>Superior Room</b> (Garden View)	\$ 250	\$ 290	\$ 320	60m2 1 king	3 adults, or 2 adults + 2 children
<b>Deluxe Room</b> (Partial Sea View)	\$ 300	\$ 340	\$ 370	60m2 1 king or 2 twn	3 adults, or 2 adults + 2 children
<b>Premier Room</b> (Sea View)	\$ 350	\$ 390	\$ 420	60m2 1 king or 2 twn	3 adults, or 2 adults + 2 children
<b>Chalet*</b> (2Bedrooms, kitchen, Garden View)	\$ 400	\$ 460	\$ 500	125m2 1 king +2 twn	5 persons
<b>Premier Chalet*</b> (2Bedrooms, kitchen, Sea View)	\$ 450	\$ 510	\$ 550	125m2 1 king +2 twn	5 persons
<b>One Bedroom Suite</b> (Sea View)	\$ 490	\$ 530	\$ 560	120m2 1 king	3 adults, or 2 adults + 2 children
<b>One Bedroom Suite with Plunge Pool</b> (Partial Sea/Garden View)	\$ 540	\$ 580	\$ 610	120m2 1 king	3 adults, or 2 adults + 2 children
<b>Four Bedroom Villa</b> (Garden, 2 pools)	\$ 2,000	\$ 2,400	\$ 3,300	305m2 2 king +4 twn	8 persons
<b>Presidential Suite</b> (2Bedrooms, Premier Sea View, Pool)	\$ 5,000	\$ 6,000	\$ 7,000	375m2 2 king or 1king+2twn	5 persons
<b>Royal Suite</b> (3BRMs, Premier Sea View, Pool, Beach cabana)	\$ 8,000	\$ 9,500	\$ 11,000	490m2 2 king +2 twn	7 persons
<b>Extra bed incl. breakfast for child 0-12.99 y.o.</b>			<b>Complimentary</b>		
<b>Extra bed incl. breakfast for child/teenager 13- 17.99 y.o.</b>			<b>\$ 40</b>		
<b>Extra bed for adult incl. breakfast</b>			<b>\$ 80</b>		

- Above Rates are non-commissionable, quoted in USD, per room/per night



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- Net rate is inclusive of Complimentary Breakfast, 12% service charge, 14% VAT, and 1% municipality tax
- Superior, Deluxe, Premier and One Bedroom Suites room rates are based on Single or Double occupancy Chalets' room rate is based on 4 pers.; Four Bedroom Residential Villa rate based on 8 pers.; Presidential Suite on 4 pers.; Royal Suite rates based on 6 persons occupancy with breakfasts
- \*Chalet and Premier Chalets – are the former Two Bedroom Family Suite categories that have been re-named
- \*\*Maximum occupancy may be modified in accordance to the Egyptian Government regulation pertaining Post-COVID-19 safe operations for the hotel

- **Suite Benefits:**

- **One Bedroom and One Bedroom Suite with Plunge Pool guests will enjoy:**

- Complimentary Private round-trip **transfer** between airport and the Resort in a luxury vehicle
    - Complimentary Massage **SPA treatment** for two persons, 50 minutes
    - **VIP Status** includes high level recognition and personalized service provided, additional amenities for adults and children, preferred seating at outlets etc. and upgraded in-suite amenities and daily offerings from culinary team

- **Signature Suites (Residential Villa, Royal Suite and Presidential Suites) in addition will receive:**

- Complimentary **24 hours Butler Service**
    - Complimentary **Premium Fast Track Service** at the airport

- **Honeymoon Benefits:**

- **Honeymoon Couples are entitled to**

- Welcome amenities upon arrival
    - VIP Status includes high level recognition and personalized service provided, additional amenities, preferred seating at outlets etc.
    - Complimentary Couple Massage for 50 minutes

- Copy of marriage certificate to be presented upon reservation to avail into the Honeymoon benefits

**Early Bird Promotion, Long Stay Offer, Meal plans, Cancellation Policy and other terms and conditions are outlined in Appendix "A", please refer to the page 17**

### **Family policy**

For the purpose of this policy each guest age is determined by mandatory passport or national ID information provided as required by law at the time of registration.

- All guests are considered adults as of their 18<sup>th</sup> birthday as reported on their passport or National ID
- Child's age is 0-12.99 y.o ; child/teenager age 13-17.99 y.o.
- Children up to 17.99 years old are accommodated in parents' room (in room pull-out sofa bed) up to the maximum capacity of each room type as indicated in Rooms rate grid in this agreement
- Children 0 - 12.99 years will enjoy breakfast complimentary. Children/teenagers 13-17.99 years are charged a breakfast supplement only at \$40 per day inclusive of taxes
- All restaurants have a children's menu for à la carte choices
- Children breakfast cannot be marked-up by Company as they are provided on complimentary basis
- Kids Club facilities are offered to the young guests free of charge
- Up to two children under 12.99 years could be accommodated in the same room with two adults at no extra charge in Superior, Deluxe, Premier and One Bedroom Suites categories. However, both children



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will have to share the sofa-bed or with one child in a baby cot. "Maximum persons Occupancy" indicates that either adult or child may be accommodated on extra bed, and the relevant extra bed charges will apply

- **Extra bed** will be provided as an existing pull-out sofa bed or a rollaway bed

### b. Breakfast Policy

The Bed and Breakfast arrangement of this contract entitles adults and children (based on the number of registered occupants, and up to the maximum occupancy for each room type) to a Full Breakfast served, either buffet or a la carte, at the resort's sole discretion. For Breakfast ordered through room service, an additional delivery fee applies, and regular a la carte prices will be charged in addition to the Bed and Breakfast arrangement included in the rate; no breakfast credit can be applied.

c. Onward distribution of "room only" rates requires the Company's discerning attention to avoid presence of our Resort on non-appropriate or inadequate web sites. Company agrees to respect prevailing variable room rates on [fourseasons.com](http://fourseasons.com) and, therefore, not to sell or allow any partner/client to sell at a lower rate than rates available for the same room category, on "fourseasons.com". The Company is responsible for connectivity systems and costs.

d. The Company bears no risk for failing to book any of the rooms. Nothing in this Agreement constitutes a sale or rental of rooms to Company.

e. 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 Resort will apply and enforce the new taxes or rates. Resort shall provide the Company with the tax rates applicable to rooms. Resort is solely responsible for the accuracy of such tax rate information and for the accuracy of any changes submitted to Company.

f. Reservations consisting of ten (10) or more rooms are considered group bookings ("Group Bookings"). Contract Net Rates do not apply to Group Bookings. Unless otherwise specified by Resort, 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.

g. 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.

h. The Net Rates are valid only for wholesalers engaged in programs directly or through their portfolio of accounts ("Program"). The Program is required to function as a package, including the hotel accommodation and other services distributed through retail travel agencies. For distribution of room rate only, please refer to Section c.

I. Company must promote the Resort as full service luxury hotel or resort.

J. Company agrees that Four Seasons Resort Sharm el Sheikh retains the exclusive right to permit or restrict access to the entire resort including, but not limited to, Guest rooms and suites, as well as privately owned properties inside the resort. Company agrees not to enter any type of commercial or business agreement, intending to distribute privately owned properties or make any reservations with any privately owned property owner, their delegates, representatives or any 3rd party companies representing their interest. Company agrees



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that the sole fact of confirming a reservation, requesting access, or requesting any type of hotel services for Company declared clients or declared associates located at, near or inside any privately owned property located inside the resort constitutes a breach of this agreement.

Any such occurrence will automatically result in refusing access and any type of resort services to the declared clients or declared associates of the Company intending to stay for any length of time, at any privately owned property inside the resort. Company agrees that in any such cases, it will automatically be notified by the Resort prior and Guest registration will be interrupted. Company will be systematically required to accept charges at contracted or prevailing net rate for the equivalent accommodation contracted with the resort. These charges will be invoiced to Company to accommodate declared clients or declared associates of Company in an accommodation selected by the resort, at its sole discretion, and based on availability.

## 2. RESERVATIONS POLICY & PROCEDURES

### Reservations Department - Contact Information

All Company reservations will be handled directly by the Resort's Reservations Department.

Resort Reservation Phone: +20 69 3621 200  
Resort Reservation Fax: +20 69 3621 162  
Reservation Email: [res.sharmelsheikh@fourseasons.com](mailto:res.sharmelsheikh@fourseasons.com)  
Resort Address: 1, Four Seasons Boulevard,  
Sharm El Sheikh,  
South Sinai, Egypt

Sales Office Phone: +202 2791 7026  
Sales Office Fax: +202 2791 7027

- a. Resort 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 Resort by e-mail, fax, extranet or other direct functionality. Resort shall accept such message as proof of reservation by a guest; send a confirmation of each reservation to Company within two business days after a reservation request is made. Resort requests booking agency name and agent name with each reservation confirmation, which Company will provide to the extent available.

### b. Transportation

The Resort will provide transfers when requested to the resort, from Sharm International and Domestic airport terminals or other destinations. Such transfers and related airport services are guaranteed to be private for each reservation, transport provided exclusively in luxury vehicles, and the entire arrival and departure experience, monitored, supervised and performed by Four Seasons Resort Sharm el Sheikh highly trained personnel. Details may be provided by reservation team.

For operational reasons, necessary resort security enhancements and the integrity of the Four Seasons Resort Sharm El Sheikh's distinctive guests' experience, Company will not confirm any other alternative transportation arrangements to or from the Resort for any guests' arrival or departure. Company or its appointed representative (DMCs) will send to the Resort's Reservation office complete reconfirmed flight information at least 72 hrs prior to the guests' arrival date in order to confirm airport transfers arrangements.



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### **c. Guest pre arrival mandatory information**

- Company agrees that in keeping with the expectations of Four Seasons Guests for highly personalized service and timeliness of service, it must provide directly, or indirectly, to the resort reservations department both arrival & departure flight information for all reservations upon reservation request for each guest.
- The required information includes airline, flight number and flight times last known by the company. The resort will monitor airline schedules in the 24hrs preceding arrival and departures times, based on last airline information provided by the company to the resort.
- Should Company choose to have its resort reservations handled by a 3<sup>rd</sup> party or any local representative, Company agrees to require from such 3<sup>rd</sup> party to communicate similarly flight arrival and departure information at the time of booking the resort.
- In very exceptional cases when flight information may not yet be available at the time of reservation, or be required to be amended 48hrs prior to arrival, Company is required to notify the resort's reservation department accordingly, and indicate when flight information is expected to be known, no later than 6hrs prior to Guests arrival to avoid the reservation being cancelled.
- Should client of the Company reserve flights independently, Company agrees to notify such Client to provide flight information directly to the resort's reservation department, or alternatively choose to do so, on his behalf.

### **d. Changes to existing reservation**

All changes that occur after a reservation has been confirmed must be faxed or e-mailed directly to the Resort's Reservations office. Resort is solely responsible for any changes or services requested by a guest directly with the Resort and Resort is solely responsible for collecting from the guest any and all charges for such changes or services.

No name changes will be permitted without prior authorization from Hotel. In the event the Company changes the dates of the reservation, cancellation fees will be applied according to the normal cancellation policy. The reservation request for the new set of dates will be subject to rate and room category availability.

In the event of early departure, a cancellation fee will apply in full. Any last minute length of stay amendments will be treated accordingly to the normal cancellation policy.

Resort shall not charge any amount for a room if a guest arrives at the Resort but departs as a result of the guest's dissatisfaction with the Resort (Company and Resort to agree to the basis of the guest's dissatisfaction), a failure to cancel or a no-show is excused under Section 2.c, or a "no walk" situation in which the guest remains dissatisfied after Resort has complied with the terms of Section 2.d.

### **e. No shows**

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

### **f. Relocation policy**

Resort shall treat any Company guest equal to or better than Resort treats any other Resort guest, including, without limitation, how Resort handles overbooking (i.e. "walk") situations. If Resort is unable to honor a guest's reservation after all other efforts to relocate direct bookings and other guests have been made by Resort, then Resort shall immediately (a) notify Company of such inability, (b) relocate the guest to a property that is of an equal star quality rating than Resort, (c) prepay or make other arrangements to cover the room charges at



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such property for first night room and tax and all transportation costs to such property, and (d) deliver a written explanation absolving Company of responsibility for Resort's failure to honor the reservation. Company shall not be responsible for any amounts owing to Resort related to such guest's reservation in the event the guest remains dissatisfied (as agreed upon by Company and Resort) following Resort's compliance with this Section.

**g. Direct booking release**

Takeover of Direct Bookings

Participating Property will release a direct booking made by the guest or travel agent to Company based on guest or travel agent authorization by phone, fax or email. Company is required to call Participating Property to reconfirm the takeover and follow up with the manifest within 24 hours. Participating property reserves the right to decline takeover bookings in certain situations or date periods. There is no take over rate - the contract net rate will apply.

**h. Check-in/Check-out**

Guest check-in time is < 15:00 > and check-out is < 12:00 >. The Resort Management on a case-by-case basis will assess requests for early arrival and/or late departure on the day of arrival and/or departure; however these may not be confirmed by Company in advance to any Guests holding reservations.

**Late Check Out Charges:**

From 12 noon to 2 pm	subject to availability through the front office department
From 2 pm - 6 pm	50% of our contracted rates will apply
From 6 pm onwards	100% of our contracted rates will apply

Should the request come from the guest directly, published rate will apply

N.B: In some sold-out situations the Resort might not be able to arrange for late check-out or day-use due to space availability.

**i. Facilitation**

The Company facilitates the booking of room reservations at the Resort through the Company's system and the collection and remittance of payments, but makes no warranties or representations regarding the Company's system.

If Company has not received an invoice for a reservation within 12 months after a guest's departure, then no amount is due to Resort for such reservation, and neither the Company nor the guest shall have any further obligation to Resort with respect to such reservation. The Resort is responsible for proving that each invoice was delivered to a Company within 12 months of a guest's departure.





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### **3. ALLOTMENTS and STOP SALE DATES**

#### **a. Allotments**

Refer to each of the applicable attached **Appendix "B"** for Company's room allotment ("Allotment"). The Allotment must only be used by Company.

Additional Allotment requests will be accepted by the Resort once the Allotment has been filled. If the Allotment is filled or a room category not allotted is requested at the Company Net Rates established in this Agreement, such rooms may be requested by the Company in writing; all efforts will be made to accommodate such requests within 24 hours of receipt of allotment request.

At the cut-off/release established in the attached **Appendix "B"** under the "Reservation Cut-off" column, all rooms held by the Resort to that date and unsold by Company will be released back to the Resort.

#### **b. Allotment Recall Notification**

As a result of high occupancy the Resort may recall allotments from time to time. Notification will be sent to Company by email. The Company is required to submit to the Reservations Department all previously unreported reservations within 48 hours for consideration by the Resort, some exceptions may be realized based on particularly unique circumstances. Only upon written email notification from the Resort will the reservation be confirmed, over recall dates.

#### **c. Direct Reservations**

A written confirmation of bookings will be sent by the Resort, once the written request manifest from the Company is received. All Allotment amendments will be in writing.

#### **d. Stop Sell**

The Resort 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 Resort, the Company is required to submit to the Reservations Department all previously unreported reservations within 24 hours or they will not be confirmed. Additional reservation requests after stop sell date will be based on prevailing rates & terms as directed by the Resort. Name changes for reservations booked during a stop sell period will not be allowed.



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#### 4. PAYMENT A (Cash)

Full payment covering the entire stay is required and should be as per seasonality release period stated on the schedule **Appendix "A"**. Payments are accepted via bank transfer or credit card. Credit card payments require a clear copy (front and back) of the credit card with an authorization letter (template provided by Resort upon booking confirmation) from the credit card holder to charge the card with the respective amount.

**For Local DMCs** - For Cheque payments the Resort will only accept a certified bank valid Cheque. Please note that no postdated Cheques are accepted.

During sold out periods the hotel reserves the right to request full payment covering the entire stay of the booking regardless of the scheduled dates mentioned above.

**Bank Name:** Arab African International Bank  
Sharm El Sheikh Branch-Naama Bay  
**Swift Code:** ARAIEG CX  
**Account name:** Alexandria & Saudi for Touristic projects  
(Four Seasons Resort Sharm El-Sheikh)  
**Account No.:** 512345-3932-001

#### 5. PAYMENT B (Credit)

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

**Bank Name:** Arab African International Bank  
Sharm El Sheikh Branch-Naama Bay  
**Swift Code:** ARAIEG CX  
**Account name:** Alexandria & Saudi for Touristic projects  
(Four Seasons Resort Sharm El-Sheikh)  
**Account No.:** 512345-3932-001

No bank charges to be deducted from beneficiary and charges are to be paid by the remitter.  
All wire confirmations should be sent to the Resort directly.

**For Local DMCs** - For Cheque payments the Resort will only accept a certified bank valid Cheque. Please note that no postdated Cheques are accepted. In case the required payment is received with a postdated Cheque the Resort reserves the right to stop the credit facility.

Presentation of the Company ID card by the guest upon arrival will be accepted by the Resort in lieu of a voucher from Company as a guarantee of payment. As the Company ID card does not list the travel agency contact, the guest's address, number in party (adults) and (children with ages), type of accommodation, room category, meal plans reserved, airport transfer service, arrival and departure date and time, bedding and connecting requests, guest gender and total number of nights and confirmed flights (if available) to facilitate airport arrival greeting and transfer, it is requested that all of the above information is provided to the Resort prior to the guests arrival, if known by Company.

Payment on each fulfilled and undisputed guest reservation is due within 14 days after Company receives the invoice on behalf of guest, which invoice shall be sent after a guest's departure. Resort must invoice Company



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on behalf of guest for each fulfilled guest reservation within 12 months after a guest's departure. Company on behalf of guest is only obligated to pay to Resort, and Resort shall honor bookings made by guests at the Net Rates. In no event shall Company be required to implement subsequent year rates, availability or terms prior to any other distribution channel, including any web site operated by Resort, by another entity on Resort's behalf.

If Company fails to comply with any payment terms and conditions stated in this Agreement, Resort 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 Resort has not received payment at least seven (7) days prior to arrival, Resort may contact guest and/or travel agent to advise that the booking will only be honored if payment in full is received to the Resort prior to arrival. Resort reserves the right to apply payments for all future reservations toward any outstanding past due balances beyond 30+ days.

**Credit Manager:** Mr. Fady Emad  
**Telephone:** +20 693 621 149  
**Fax:** +20 693 621 152  
**Email:** [fady.emad@fourseasons.com](mailto:fady.emad@fourseasons.com)

## 6. 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, and whether the reservation was billed on a previous invoice.

**Invoices shall be sent to:**

Company Name:  
Company address:  
City, State Zip:  
Phone:  
Fax:  
email: \_\_\_\_\_@\_\_\_\_\_.com

## 7. CANCELLATION POLICY

\* Refer to **Appendix "A"**

## 8. MARKETING AND BROCHURE DISTRIBUTION

Subject to the Resort's right of approval as set out below, Company and the Affiliates have the right, solely for the purposes of merchandising and obtaining reservations for the Resort, to use the name, logos, trademarks, and images from Resort's website or provided by Resort (including photographs) used to identify or promote the Resort. "Affiliates" means entities that control, are controlled by or under common control with Company and any third parties that facilitate the booking of hotel room reservations through the System. "System" means software, databases, products, and other components that make up the service that is marketed by the Companies and their Affiliates to enable guests to shop for, reserve, book and pay for travel services through a computer, a telephone, some other interactive device, or some other booking channel. The term "Affiliate" shall



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not be interpreted to include IAC/InterActiveCorp or any of its subsidiaries. Resort warrants that such use does not infringe on any third party's rights. Any additional advertising or marketing to be performed for Resort shall be governed by Company's then-standard marketing terms and conditions. Company agrees to include a full color photo of the Resort in its brochure. Upon brochure publication, Company will provide three (3) copies to the Resort.

Company will provide Resort a complete list of all web sites on which Resort's information and inventory will be displayed. The Resort reserves right of prior approval of any information published as described in this Section for any proposed Company advertisement and printed promotions and materials featuring photographic or video material representing the Resort, as well as the Resorts trademarks, service marks, logos or trade names. Once materials are approved by Resort, Company may re-use such materials without further review or approval by Resort.

## **9. RESORT INFORMATION**

Resort represents, warrants and covenants that it is the owner or operator of the Resort, that the information provided to Company is correct, and that it is not, and any beneficial owner of it is not, incorporated in or resident of a country subject to economic or trade sanctions by the United States Department of Treasury Office of Foreign Asset Control ("OFAC") or listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Person," or similar restrictive designation under the OFAC sanctions regime. Resort must disclose to Company, on an annual basis or as such fees are modified, all charges imposed by Resort at its discretion on guests, including, but not limited to, all mandatory guest, Resort parking and/or activity fees (collectively, "Hotel Fees"). If Resort fails to disclose any Hotel Fees to Company, then Resort must waive such Hotel Fees to guests unwilling to remit payment of such Hotel Fees.

## **10. INDEMNIFICATION**

Resort shall, at its expense and at Company's request, hold harmless, indemnify and defend such Company, any affiliate, or any of their directors, employees, or agents, against any third-party claim or action brought against any of them, arising from or relating to Resort's accommodations or services or Resort's breach of this Agreement.

The Company shall, at its expense and at Resort's request, indemnify, defend and hold harmless the Resort against any third-party claim or action brought against the Resort, any of its affiliates, or any of their directors, employers or agents relating to Company's breach of this Agreement or the booking of reservations through the Company's System.

## **11. CONFIDENTIALITY**

Without the express written consent of the disclosing party, no party shall disclose or allow the disclosure to any third party, or use other than as specifically permitted in this Agreement, any confidential, proprietary or trade secret information of such disclosing party. A party shall not be liable for the disclosure of any confidential, proprietary or trade secret information if such information (a) becomes publicly available without the receiving party's breach of any obligation owed to the disclosing party, (b) became known to receiving party



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prior to disclosing party's disclosure of such information, (c) became known to receiving party from a source other than disclosing party where such source did not breach an obligation of confidentiality owed to disclosing party, or (d) is independently developed by the receiving party. If Company provides Resort access to an extranet, Resort shall (i) keep confidential, and require Resort's employees and agents to keep confidential, all passwords and other security measures necessary to access such extranet, (ii) inform Company of all personnel authorized to access such extranet, including any changes to such personnel, and of any unauthorized access to such extranet, and (iii) prevent the use of any automated scripts or software to repetitively query the extranet to gather information. Resort is responsible for the use of the extranet by anyone using the Resort's password or other access permissions.

Any direct connect functionality implemented for the Resort shall be governed by Company's then-standard direct connect terms and conditions.

## **12. INSURANCE**

Resort represents and warrants that it has liability insurance coverage in an amount that is consistent with industry practice. Resort shall deliver to Company certificates of insurance for liability in the amount of **\$25,000,000**. In the event such insurance is cancelled or expires, Resort shall replace with a policy of similar coverage. Resort shall deliver new certificates of insurance to Company for any renewal or replacement policies.

## **13. ASSURANCES**

Upon written notice, a party may terminate this Agreement immediately if any 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 agreement is terminated, all future arrivals will convert to 100% prepayment. All outstanding balances must be paid by Company prior to resort accepting future arrivals. If reasonable grounds for insecurity arise about a party's performance of this Agreement, then any other party may demand written adequate assurance of due performance. Until the requesting party receives such assurance in writing, it may suspend its performance of this Agreement. If the written assurance is not received within 5 days after its request, or within such other reasonable period of time as a requesting party may designate, then the failure to furnish such assurance constitutes a material breach of this Agreement, and the requesting party may immediately terminate this Agreement. Resort may terminate or suspend this Agreement immediately if Company breaches any part of this Agreement and fails to cure such break within 30 days of receipt of notification from Resort.

## **14. MISCELLANEOUS**

No party may assign any of its rights or obligations under this Agreement without the other party's prior written consent except that Resort may assign to a successor in interest to the Resort on notice to Company and without consent; provided, however, nothing herein shall prohibit a Company from assigning any of its rights or obligations to an affiliate.



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**15. AGREEMENT CONFIRMATION**

a. This Agreement is deemed valid once the signature page of this Agreement has been duly signed and returned to Resorts Sales Manager. Unless and until the Resort receives from the Company a counter-signed contract, there shall be no agreement of the parties and the terms hereof shall be of no force.

b. Resort and Company agree to keep the terms and conditions of this Agreement confidential, except that the parties may disclose the terms of this Agreement to its employees, lawyers and accountants. Disclosure in violation of this Section by either party may result in termination of this Agreement. The undersigned is an authorized signature of Resort and Company is authorized to bind such party to the terms of this Agreement.

c. Health and Safety: With respect to Resort, it represents and warrants that Resort has complied with or otherwise met all health and safety requirements and standards applicable to such Resort, whether arising pursuant to applicable law, governmental regulation or otherwise, and regardless of whether arising as a result of the location of the Resort, the nationality of Travelers or otherwise (collectively, "Health and Safety Standards").

In addition, with respect to Resort, it covenants and agrees that such Resort shall at all times comply with or otherwise meets all Health and Safety Standards for the duration of the term of this Agreement, including any renewal terms. Company may terminate this Agreement as it relates to Resort upon written notice and following a 30-day cure period to such Resort in the event Company believes in good faith that such Resort has at any time failed to comply with any Health and Safety Standards during the term of this Agreement, including any renewal terms.

d. The Parties acknowledge that at any time Company may refuse to offer, display or list for booking the Resort's rooms, including during the cure period referenced in Section 14c.



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**SIGNATURE PAGE TO 2021 WHOLESALER NET RATE AGREEMENT**

SUBMITTED BY:

**FOUR SEASONS RESORT SHARM EL SHEIKH, EGYPT**

d.b.a. Four Seasons Resort; 1, Four Seasons Boulevard, Sharm El Sheikh, South Sinai , Egypt.

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**Isis Magdi**  
**Sales Manager**

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**Date**

ACCEPTED BY:

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**Bishoy Nakhla**  
**Operation Manager**

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**Date**

**Its: Authorized Signatory**



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**APPENDIX "A"**

**1. Early Booking Promotion**

**20% discount on bed and breakfast room rate** for early bookings received **45 days prior to the arrival date** (rolling 45 days) throughout the year. Additional Meal plan values will be added in full.

**2. Long Stay Benefits**

Will be offered for the bookings of 9 nights or longer stay:

- **One Complimentary room night will be offered after every 9 nights** consecutive stay (9+1)
- VIP status and VIP in-room amenities
- Long stay guests will enjoy 20% discount on Spa treatments
- Early check in and late check out, might be subject to availability

**3. Meal Plans**

- **Half Board** supplement is **US\$ 50** per person per day, may be taken as a lunch or dinner. 3- course ala carte meal can be taken as a dine-around option in any of the Resort's restaurant (Excluding Il Frantoio Italian Restaurant). Rate includes food and one soft drink per person.
- **Full Board** supplement is **US\$ 80** per person per day, a 3- course ala carte lunch and dinner meal can be taken as a dine-around option in any of the Resort's restaurant (Excluding Il Frantoio Italian Restaurant). Rate includes food and one soft drink per person meal.

**Children Half Board:**

- Children age 0 to 4.99 y.o. – Complimentary
- Children age 5 to 12.99 y.o.- 50% off the adult price **\$ 25** per day
- Children age 13 y.o. and above at full adult charge **\$ 50** per day

**Children Full Board:**

- Children age 4.99 y.o. and under – Complimentary
- Children age 5 to 12.99 y.o.- 50% off the adult price **\$40** per day
- Children/teenagers age 13 y.o. and above at full charge **\$80** per day

**4. New Year's Eve**

New Year's Eve Gala Dinner is optional to book in advance. However, an early booking for New Year's Eve Gala Dinner is strongly recommended in order to reserve seats at the main Gala Dinner Event at the Resort. Alternatively, dinners will be available for reservation at various Resort's restaurants. Request and pre-payment should be included in reservations staying over December 31, 2020 at the following rate:

- Adult's dinner at **\$ 250/ person**
- Children from 0 up to 4.99 y.o. are complimentary
- Children from 5 up to 12.99 y.o. will pay 50% of the price at **\$ 125**
- Children/teenagers will pay a full adult price at **\$ 250**

Above rates include extensive buffet spread, soft drinks and a welcome cocktail  
Details about New Year program and menus will be shared at the later stage





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**5. Cancellation Policy**

The following cancellation penalties will apply for bookings cancelled prior to arrival date:

- |  |
|--|
| <ul style="list-style-type: none"><li>• <b>Low Season: 3 Days</b><br/>Cancellations less than the latter mentioned period is charged at 1 night (first night) contracted rate</li><li>• <b>Shoulder Season: 7 Days</b><br/>Cancellations less than the latter mentioned period is charged 50% of the whole stay</li><li>• <b>High Season: 14 Days</b><br/>Cancellations less than the latter mentioned period is charged at 100% of the whole stay</li></ul> |
|--|

**6. Guarantee during High Demand Periods**

Cash payment (form of deposit) or withdrawal from the credit card will be asked as a guarantee for these periods 30 days prior to the day of arrival, unless credit facility or other arrangements are in place.



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**APPENDIX "B"**  
**Wholesale ALLOCATION Agreement**

**For Karas Travel**  
**Allotment: valid from 8<sup>th</sup> November 2020 to 5<sup>th</sup> November 2021**

**Room Allocation:**



Seasons	Room allocation	Low	Shoulder	High
Room Category				
Superior Room	1	08 Nov – 25 Dec 20 05 Jan – 31 Mar 21 09 Apr – 30 Apr 21	12 May – 15 May 21 16 July – 23 July 21 25 Oct – 5 Nov 21	26 Dec – 04 Jan 21 01 Apr – 08 Apr 21 01 May – 08 May 21
Chalet	1	09 May – 11 May 21 16 May – 15 Jul 21 24 Jul – 24 Oct 21		
Cut off date		<b>3 Days Release</b>	<b>7 Days Release</b>	<b>14 Days Release</b>

**Productivity Monitoring:**

It is further understood that we have agreed to offer these "Preferred Rates" based on the minimum total room production 90 room/nights for the period May 2020 – April 2021.

Signature

Signature

	<i>Isis Magdi</i>		<i>Irene Reha</i>	
	Sales Manager		Director of Marketing	
	<b>Four Seasons Resort Sharm El Sheikh</b>			

Date:

Date: July 29, 2020