

The American Express logo, consisting of the words "AMERICAN" and "EXPRESS" stacked vertically in white, sans-serif capital letters within a blue rectangular border.

**GLOBAL
BUSINESS
TRAVEL**

A woman with dark curly hair, wearing a blue polka-dot face mask, a yellow ribbed dress, and a light blue denim jacket, stands in a doorway. She is holding the handles of two grey rolling suitcases. The background shows a modern interior with a stone wall and a small table with a vase of dried flowers.

GBT Global Hotel Program Contract 2022

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GBT Global Hotel Program Contract 2022

This Global Hotel Program Agreement effective on the date signed by GBT (the "Agreement") sets forth an agreement between GBT Travel Services UK Limited ("GBT") and the Supplier identified in response to Field 244 Exhibit C ("Supplier") relating to participation in GBT's global hotel program (the "Program") by Supplier and its properties that have agreed to participate in the Program (each, a "Participating Property" or, collectively, the "Properties"). GBT and Supplier may individually be referred to herein as a "Party" or collectively referred to herein as the "Parties". This arrangement has no bearing on any other agreement or contract currently existing between Supplier and GBT, except as specifically noted herein.

NOW THEREFORE, in consideration of this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, the Parties here to agree as follows:

1. The Program will be promoted by GBT or on behalf of the Supplier and the Properties consistent with the terms of this Agreement. For the purposes of this Agreement, the "GBT Network" means the majority-owned travel locations of GBT everywhere in the world (hereinafter the "Territory") and GBT's representatives, licensees, franchisees, partners and affiliates in the Territory which includes the Travel and Lifestyle Services business of American Express ("TLS") and the Hogg Robinson Group.
2. During the Term, to be included in the Program, the Supplier shall ensure that each Participating Property complies with the Rates and Program Criteria set forth in Exhibit A and pays the annual Program Subscription fee set forth in Exhibit B. Supplier shall be responsible for disclosing the identity of each property proposed by Supplier for inclusion in the Program and to provide the information required as set forth in Exhibit C. The parties acknowledge and agree that GBT is not required to accept into the Program every property proposed by Supplier for participation. For the avoidance of doubt, in the event GBT accepts some but not all of the properties proposed by Supplier, this Agreement will nonetheless be a binding contract between Supplier and GBT as to the properties accepted by GBT.
3. The selection of properties by GBT for inclusion in the Program is at GBT's sole discretion to be considered for participation in the Program, Supplier must provide the required information for each proposed Participating Property in one of two ways:
 - a) Electronically using 2013 GBTA Standard Format Modules 1-7 as set forth in Exhibit C. (See "Electronic File Guidelines and Specifications"); or
 - b) Via the Internet provided GBT provides a password protected website for filing RFP's. GBT does not warrant that access to the website will be uninterrupted or that it will be error free. If Supplier chooses to submit the required information via the Internet, Supplier must contact GBT by email to globalhotelprogram@amexgbt.com for detailed instructions.
4. In the event any Participating Property terminates its relationship with Supplier and is no longer marketed under one of Supplier's brands/chain codes, such a Participating Property shall be suspended from the Program unless otherwise agreed by GBT. Supplier is responsible for notifying GBT of any changes to its portfolio of Participating Properties. For the avoidance of doubt, a change in the ownership of a Participating Property or Supplier shall not affect the Property's or Supplier's participation in the Program and in no event will GBT refund any fees to a Participating Property or Supplier in the event a Participating Property or Supplier changes ownership or otherwise terminates its participation in the Program.

5. GBT has the right from time to time to audit Supplier's compliance with this Agreement and will advise in writing of any non-compliance. Supplier will have 14 days from the date of written notice to correctly load its content into the GDS or otherwise correct the deficiency noted by GBT. If any of the Properties are not in compliance after such 14-day period, GBT may (in its sole discretion) remove Supplier and/or any such Properties immediately from the Program, and Supplier must immediately remove the applicable rates loaded under the specific rate code from all GDSs. In the event that Supplier is subsequently able to correctly load content for such Properties or otherwise correct the noted deficiency, Supplier will pay to GBT a USD \$1,000 re-activation fee per Property to be reinstated into the Program and will load Property's applicable Rates in all GDSs.

6. FURTHER SPECIFICATIONS AND REQUIREMENTS

- 6.1 This Agreement is effective for twelve months from January 1, 2022 through December 31, 2022. The participation of a specific Property in the Program will commence on the date agreed by the Parties. In the event Supplier or a Participating Property breaches any of its obligations under this Agreement or the Program, GBT may immediately suspend or terminate Supplier's and/ or the Property's participation in the Program. In addition, GBT may terminate this Agreement at any time, with or without cause, by providing written notice thereof to Supplier at least 30 days prior to the effective date of such termination.
- 6.2 Upon the expiration or earlier termination of this Agreement, Supplier must immediately remove all the Program information and any other applicable information loaded to the designated booking code in all GDSs.
- 6.4 Supplier acknowledges and agrees that the inclusion of individual properties in the Program is made in GBT's sole discretion, and GBT reserves the right to decline any Agreement for participation in the Program for any reason or no reason. At any time during the term of this Agreement, Supplier may submit additional properties new to their portfolio for inclusion into the Program. These properties will not be able to participate in the Program until GBT agrees to the addition and will be considered as late submissions.
- 6.5 The Parties agree that the Program may, in GBT's sole discretion, be offered in various mediums (such as printed guides, interactive/disk-based guides, on-line services). The Program may, in GBT's sole discretion, also be used (in whole or in part) for private-label hotel programs and re-distributed by GBT to third party travel agencies.
- 6.6 Supplier (on behalf of itself and each Participating Property) agrees to use its best efforts to resolve Program client complaints within 72 hours of receipt;
- 6.7 Supplier (on behalf of itself and each Participating Property) represents and warrants that (i) it is and will remain in full compliance with all applicable laws and regulations including, without limitation, those relating to privacy, data protection, safety, anti-corruption, and any fire or building codes, and (ii) it will maintain appropriate insurance for itself and each Participating Property. For the avoidance of doubt, Supplier and each Participating Property will:

- c) not offer, make or accept any illegal or improper payment, gift or thing of value or any bribe or kickback to any person, including but not limited to, any agent or employee of either Party in connection with this Agreement.
 - d) comply with GBT's internal policy prohibiting receipt by its employees of direct incentives from suppliers. In recognition of this policy, Supplier agrees: (i) to refrain from offering such incentives to GBT employees without the express written consent of GBT Global Supplier Relations; and (ii) to provide GBT reasonable reporting of the incentives paid pursuant to any such programs and to notify GBT of any suspected fraud or other improper/illegal activity relating to such programs.
7. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY NOR ITS DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, REPRESENTATIVES OR THIRD-PARTY SERVICE PROVIDERS SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, LOST SAVINGS, LOST PROFITS, OR LOST BUSINESS), ARISING FROM OR RELATING TO THIS AGREEMENT OR RELATING TO THEIR RESPECTIVE OBLIGATIONS HEREUNDER, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, EXCEPT FOR A BREACH OF OBLIGATIONS RELATING TO CONFIDENTIALITY OR INDEMNIFICATION, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY FOR ANY CLAIMS, DAMAGES, LAWSUITS, LOSSES, LIABILITIES, OR CAUSES OF ACTION ARISING UNDER OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE) BY ONE PARTY AGAINST THE OTHER SHALL IN NO EVENT EXCEED THE TOTAL PAYMENTS PAID OR PAYABLE BY SUPPLIER TO GBT UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM;
8. Supplier and each Participating Property agree to indemnify, defend and hold harmless GBT, its parent, licensees, joint ventures, subsidiaries, affiliates and representatives for any claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of any act or omission of Supplier, any Property or any of their respective employees, contractors, agents or affiliates (including its or their GDS Representative) (each, a "Supplier Party"), including, without limitation, any breach of this Agreement by a Supplier Party or failure by a Supplier Party to comply with applicable laws. For the avoidance of doubt, GBT shall have no liability or responsibility whatsoever for any injury to, or by, GBT clients at a Property.
9. This Agreement is binding on each Party and any assignee, acquirer, or successor-in-interest (including any new management company). Each Party will notify the other Party within 7 days of any change of name/ownership/branding or classification rating of a Party or any Participating Property.
10. Nothing contained in this Agreement will be construed to create any partnership, agency, joint venture or fiduciary relationship between the Parties. Neither Party has the authority to bind the other Party without express written authorization of such other Party. Except as otherwise specified herein, this Agreement binds, and inures to the benefit of, the Parties and their respective successors and permitted assigns. No third party shall be a beneficiary of this Agreement.
11. Neither party may sell, assign transfer, convey, or encumber this Agreement or any right or interest herein, except with the written consent of the other, provided that GBT may assign any of its rights and obligations hereunder to a parent, affiliate, subsidiary or any successor in interest to its travel operations, without the written consent of Supplier.

12. CONFIDENTIALITY

12.1 Each Party agrees to preserve the confidentiality of all the terms of this Agreement and any information of a confidential and proprietary nature that the receiving party (the “Receiving Party”) receives from the other Party or its affiliates (the “Disclosing Party”) in the performance of or in connection with this Agreement, including, without limitation, with respect to GBT, all information regarding the customers and employees of GBT or any of its subsidiaries, affiliates, or licensees, or the accounts, names, addresses, social security numbers, any other personal identifier of such customers and employees, or any information derived there from (collectively, “Confidential Information”). The Receiving Party will not disclose to any person, firm, or other legal entity (including, in the case of Supplier, any code share or alliance partner (if applicable) or use the Confidential Information of the Disclosing Party; provided that (a) GBT may publicly disclose that Supplier is a participant in the Program; (b) Supplier agrees that GBT may use the name, trademarks and logos supplied to GBT by Supplier in connection with the Program during the term of this Agreement; (c) GBT may disclose or use Supplier’s Confidential Information in connection with performing GBT Services under this Agreement, including, without limitation, disclosing Confidential Information to third-party service providers (or licensees); and (d) GBT may disclose the terms and conditions of this Agreement to its employees, officers, agents, representatives, including, without limitation, its legal and financial consultants, and affiliates who need to know such information, provided that such persons, firms or legal entities comply with the confidentiality provisions of this Agreement. The foregoing confidentiality and restricted use obligations shall not apply to information that is: (a) in an aggregate form non-attributable to the Disclosing Party; (b) already known and free of any restriction on the Receiving Party at the time it is obtained; (c) subsequently learned from an independent third party free of restriction; (d) publicly available; or (e) required by law or court order to be disclosed under applicable law; provided, however, that unless prohibited by law and if practicable, the Receiving Party shall (i) give prompt written notice of any such request or requirement to the Disclosing Party, and the Confidential Information of the Disclosing Party it believes it is required to disclose; and (ii) cooperate to the extent practicable with the Disclosing Party, at the Disclosing Party’s expense, with any reasonable efforts of the Disclosing Party to avoid or minimize such disclosure and/or obtain confidential treatment thereof or other protective order. Supplier will not use GBT client information or other GBT Confidential Information received hereunder to influence passengers’ choice of a travel agency or a particular distribution method or to induce GBT clients to deal directly with Supplier. Upon expiration or termination of this Agreement for any reason, or upon the request of, and as directed by, the Disclosing Party, the Receiving Party shall, except as may be necessary for the Receiving Party to perform its obligations hereunder, promptly cease all use of all of the Disclosing Party’s Confidential Information in its possession or within its custody or control and return to the Disclosing Party all such Confidential Information and/or destroy all such Confidential Information and certify such destruction to the Disclosing Party in writing. Notwithstanding anything contained in this Agreement to the contrary (i) GBT shall have the right to use travel data in an aggregate form or otherwise in a format that does not contain personally identifiable information.

- 12.2 Supplier agrees to implement appropriate measures designed to ensure the security and confidentiality of GBT's Confidential Information, to protect GBT's Confidential Information against any anticipated threats or hazards to the security or integrity of such information, and to protect against unauthorized access to, or use of, GBT's Confidential Information that could result in substantial harm or inconvenience to any customer or employee of GBT or any of its subsidiaries, affiliates, or licensees. Supplier agrees to cause all its agents, representatives, subcontractors, or any other party to whom Supplier is authorized by GBT to provide access to, or disclose, GBT's Confidential Information to implement appropriate measures designed to meet the objectives set forth in this Section. Supplier shall promptly notify GBT in writing in the event of any unauthorized disclosure of or access to GBT Confidential Information. Upon request by GBT, Supplier shall provide GBT with copies of audits and test result information sufficient to assure GBT that Supplier has implemented information security measures consistent with this Section.
- 12.3 Any breach of this Confidentiality section shall be cause for immediate termination of this Agreement. Supplier agrees that because of the unique nature of GBT Services, any breach of this Section would cause GBT and/or its affiliates' irreparable harm and money damages and other remedies available at law in the event of a breach would not be adequate to compensate GBT or its affiliates for any such breach. Accordingly, Supplier acknowledges that GBT shall be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including, without limitation, injunctive relief and specific performance, as a remedy for any such breach. Such relief shall be in addition to, and not in lieu of, all other remedies available to GBT under this Agreement, at law or in equity.

13. MISCELLANEOUS

- 13.1 The person signing this Agreement for Supplier via electronic signature represents and warrants that he/she is authorized to sign on behalf of the Supplier.
- 13.2 This Agreement does not make either Party hereto an employee, subcontractor, affiliate, or representative of the other Party.
- 13.3 This Agreement is governed by the laws of the State of New York (NB: insert England and Wales outside North America), without regard to conflict of laws principles.
- 13.4 This Agreement (including exhibits, addenda, schedules, tables, appendices and other attachments hereto) constitutes the entire agreement between the Parties relating to the Program, and supersedes any previous oral or written agreements or understandings between the Parties relating to the subject matter hereof and may not be amended, altered, modified or changed in any manner whatsoever, except in writing signed by authorized officers of GBT and Supplier. No failure or delay on the part of either party hereto in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any right hereunder preclude any other, further exercise thereof or the exercise of any other right. The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing.

- 13.5 The Parties agree to use commercially reasonable efforts to resolve any and all disputes, claims or controversies arising out of or related to this Agreement through good faith negotiations. If the matter is not resolved through such negotiations, it shall be submitted for arbitration upon the demand of either party. Unless the parties agree otherwise, any arbitration shall take place in the State of New York, New York County, and shall be administered by, and pursuant to the rules of, the American Arbitration Association or JAMS, upon agreement of the Parties. Disputes shall be arbitrated on an individual basis. There shall be no right or authority for any disputes to be arbitrated on a class action basis or in a purported representative capacity on behalf of the general public, other travel suppliers or other entities similarly situated. The arbitrator's authority to resolve disputes and to make awards is limited to disputes between Supplier and GBT alone and is subject to the limitations of liability set forth herein. Furthermore, disputes brought by either Party against the other Party may not be joined or consolidated in arbitration with disputes brought by or against any third party, unless mutually agreed to in writing by the Parties. No arbitration award or decision shall be given preclusive effect as to issues or claims in any dispute with anyone who is not a party to the arbitration. GBT shall not elect to use arbitration under this section for any individual claim that Supplier properly files in a small claims court so long as the claim is pending only in that court. Arbitration costs shall be allocated in accordance with the rules selected above. Should any portion of this Section regarding the arbitrator's authority to resolve disputes between only Supplier and GBT be stricken from this Agreement or deemed otherwise unenforceable, then this entire Section shall be stricken from this Agreement. The provisions of this Section may be enforced in a court of competent jurisdiction and the Party seeking enforcement shall be entitled to an award of all costs, fees and expenses incurred in obtaining the enforcement of this provision to be paid to the Party against whom enforcement is ordered. Either Party shall have the right to seek equitable relief (i) in arbitration prior to the arbitration proceedings to enforce the status quo; and (ii) in a court to enforce the confidentiality provisions set forth in this Agreement. This arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration, Act, 9 U.S.C. Sections 1–16, as it may be amended.
14. The Parties acknowledge and agree that Supplier has opted to participate in the GBT Hotel Program 2022.
15. RATES: Supplier shall ensure that each Participating Property shall honour all rate(s) and contractual commitments as set out in this Agreement for the Term. The Properties will honour the preferred GBT rates specified herein at all times regardless of changes in the Properties' ownership or chain affiliation. Excluding France and Japan, Supplier agrees that the preferred rates submitted to GBT pursuant to this Agreement are equal to or lower than any unrestricted commissionable rates offered on the Supplier's website or the Participating Property's website. Should lower rates be offered on these websites those rates shall also be immediately be made available to GBT. The Properties shall not increase the GBT rate at any time during the contractual rate period as specified herein. If contracted rates are lowered over the course of the Term, the relevant Participating Property must contact GBT Global Hotel Program administration at globalhotelprogram@amexgbt.com

16. **FEES:** A consolidated invoice will be raised for the sum total amount of Annual Subscription fee (as defined in exhibit B) and any further marketing package selected. If individual invoices are required or any invoice requires amendment and reissue through no fault of GBT, a \$195 administrative charge per invoice will be applied. In addition, should Supplier change its selection of currency there will be a \$195 administration fee. The Supplier shall pay its invoice within 30 days of issuance. The Supplier agrees to pay a handling fee of 3% for payments made by credit card (payments to be made in USD) and finance charges of 18% (1.5% per calendar month) for invoices not paid in full within 30 days of issuance. The Supplier agrees to pay finance charges of 10% for any invoice paid by installments. Under no circumstances are the GBT Annual Subscription fees to be inflated (marked up). Where applicable, UK VAT will be charged on fees due under this Agreement.
17. **TERMINATION:** This Agreement may be cancelled at any time during the Term upon 90 days prior written notification by either GBT or the Supplier. Cancellation does not release the Hotel from payment obligation on fees and marketing packages invoiced or rooms being blocked prior to the expiry of the 90-day notice period.
18. **SUPPLIER DATA.** GBT will be entitled to use the Supplier and/or chain's information, data and other materials provided pursuant to this Agreement ("Data") to create and manage hotel programs for itself, its subsidiaries, the GBT Network as a whole, and regions/parts thereof, GBT Network members and partners, their respective clients, and any combination of the foregoing ("Users").
19. **MARKETING.** Supplier hereby licenses GBT to use the Data from time to time in the rate tables, systems, documents and applications which it uses and makes available to Users on the basis that the Data is used to enable the marketing and distribution of the inventory of, and the transacting of reservations with the Properties. Further, GBT shall be permitted to retain copies of all the Data for financial, analytical, consulting, advisory, and archival purposes.
20. **BILLING:** The Supplier agrees to pay all invoices due under this Agreement regardless of changes in ownership or chain affiliation of a Participating Property. Once the information submitted pursuant to Section 3 of this Agreement has been received, it may not be retracted without full invoice payment. Supplier agrees that time is of the essence in making its payments pursuant to this Agreement. If any payment required to be made by Supplier or a Participating Property to GBT hereunder is not received by GBT on the applicable date due, Supplier shall promptly pay GBT (x) a late payment fee of \$250 / €300 (or equivalent in other local currency) for each such delinquent payment and (y) interest thereon at the lesser of (1) one and one half percent (1.5) per month or (2) the highest rate permitted by applicable law, from the date such payment was actually due until the date such payment is made to GBT. All payments made to GBT pursuant to this Agreement by Supplier and Participating Properties are given solely to remunerate GBT for its efforts in supporting Supplier. Under no circumstances will these payments be considered as commissions or overrides.
21. Any force majeure event beyond the reasonable control of the hotel, including, but not limited to any act of God, war, declared or not, civil disturbance, court order, labor dispute, third party non-performance, pandemics or viruses (including COVID-19) Internet or other utility outages (a "Force Majeure Event"), shall not absolve the hotel from paying GBT the participation fees for the hotel program. In the event that the hotel has to shut down due to any reason, including, but not limited to a Force Majeure Event, the hotel shall not be absolved from paying GBT the participation fee.

ACCEPTANCE OF THE TERMS OF THIS AGREEMENT AND THE 2022 GBT GLOBAL HOTEL PROGRAM

Any outstanding payments must be cleared before participation is considered.

Suppliers submitting the 2022 rate contract via any electronic means (including the GBT Web RFP, data file transfer and third party RFP contractor) must confirm their agreement to all of the terms and conditions of this Agreement and the 2022 GBT Global Hotel Program by clicking the “Y” dropdown option in Field 244.

Please note:

1. It is the responsibility of the hotel chain and/or third party RFP processing service to ensure each participating hotel complies with the written terms and conditions of this Agreement and the 2022 GBT Global Hotel Program.
2. **Supplier acknowledges and agrees that the person whose name Supplier provides in response to Field 237 of the RFP is fully authorized and has all necessary authority to** click the “Y” dropdown option in Field 244 of this Agreement thereby binding Supplier to the terms of this Agreement and the 2022 GBT Global Hotel Program.

EXHIBIT A to 2022 GBT Global Hotel Program

Rates and Program Criteria

1. GENERAL PROVISIONS

- a) All Participating Properties must offer GBT commissionable rates – minimum 10% (also known as Preferred rates).
- b) Wi-Fi must be included in negotiated rate.
- c) Urban/City Destination fee (where applicable) must be included in the negotiated rate.
- d) Room cancellation policy: The Participating Properties cancellation policy shall be suitable for international business travelers (e.g., noon, 2PM, 4PM, 6PM, 24Hr.).
- e) Optional GBT Small and Medium-sized Enterprises (SME) Hotel Program – Open only to Suppliers participating in the Program on a global basis. Participating Properties must offer, on a complimentary basis, breakfast and Wi-Fi PLUS a minimum of 2 value-added services as described below. Hotels also participating in the GBT SME Hotel Program may only submit dynamic rates for that program with a minimum 15% discount off BAR.

2. RATE PLANS

Rate Plans authorized for submission for the Global Hotel Program 2022:

a) Plan A: STATIC RATES

- (i) A maximum of 2 room types and 5 rate periods. All rates with Last Room Availability (“LRA” - i.e., not inventory managed or yield management controlled, provided there is a room available at the Participating Property at the contracted room type, GBT rates must be honored), and a maximum of 25 blackout dates. Rates must be expressed in a continuous format without gaps in dates. Participating Properties are required to submit flat preferred rates (same rates for single or double occupancy). GBT rates loaded in GDS may fluctuate below the rate submitted on the RFP; however, the rate may not exceed the contracted rate.
- (ii) The static rate must offer minimum discount of 15% off Supplier’s BAR rate.
- (iii) The annual subscription fee to be paid by Supplier to GBT for participation in the Program will be determined by the percentage discount offered. In the event the percentage discount is not honored, Supplier agrees to pay \$2,990 / \$1495 per occurrence (dependent on supplier status) as liquidated damages and not as a penalty.

b) Plan B: DYNAMIC RATES

- (iv) A maximum of 2 room types and 5 rate periods. A maximum of 25 blackout dates. Rates must be expressed in a continuous format without gaps in dates. Participating Properties are required to submit flat preferred rates (same rates for single or double occupancy). GBT rates loaded in GDS may fluctuate below the rate submitted on the RFP; however the rate may not exceed the contracted rate.
- (v) Dynamic rate in line with your discount off BAR offering minimum 15, 20, 25% +
- (vi) Your Annual Subscription Fee will be determined by the percentage discount offered, should your percentage discount be breached, you will be charged \$2,990 / \$1495 (dependent on supplier status).

- (vii) GBT rates must not have minimum stay requirements.
- (viii) GBT rates must be lower than corporate rates and lower than or at parity with all other travel agencies, consortia groups and hotel proprietary sites including value adds.
- (ix) Rates are valid January 1 – December 31, 2022.
- (x) All accepted rates must be loaded into the GDS* and access opened under the appropriate rate codes within two weeks of notification of acceptance of this Agreement.
- (xi) Rates may be pre-loaded. If a Participating Property is not accepted in the Program, rates must be removed from the GDS* immediately upon notification.
- (xii) A preferred rate must NOT, under any circumstances, appear in GDS* if the Participating Property has not paid to be in the Program, was not submitted, or was rejected from the Program (“squatting”). Should a property be found to be squatting, it must be removed from GDS immediately upon notification from GBT. If the property is part of a chain, GBT reserves the right to remove the entire chain from the GBT Global Hotel Program.
- (xiii) All rates and currency in the GDS must be consistent with the rates and currency presented in this Agreement.

*Applies to hotels represented in the GDS.

3. MISCELLANEOUS

- a) **OPTIONAL GBT SME HOTEL PROGRAM:** Available to Global Hotel Program suppliers only. To participate, Participating Properties must offer complimentary breakfast and Wi-Fi PLUS a minimum of 2 value-added services from the following on a complimentary basis: upgrade subject to availability, late checkout subject to availability, waive early checkout fee, food and beverage discount.
- b) **ROOM CANCELLATION POLICY:** The Participating Properties cancellation policy shall be suitable for international business travelers (e.g., 2:00 pm on day of arrival).
- c) **INFORMATION:** The Participating Properties agree to inform all parties affected by the content of this Agreement that is, any chains to which it belongs or is affiliated, or any other relevant third party, affiliate or partner. Participation into the Global Hotel Program does not form a preferred partnership nor guarantee access to GBT offices.
- d) **ROOM GUARANTEE POLICY:** Guests confirmed at the GBT rate must not be refused a room. Notwithstanding the foregoing, in the event the Participating Properties have exhausted all other options and a room is refused to a guest confirmed at the GBT rate, the Participating Properties shall:
 - a) find and pay for room and taxes for the first night at a comparable hotel nearby, b) provide transportation to that hotel, c) pay for one long-distance phone call, and d) provide transportation back to the original hotel on the following day, if the reservation is for multiple days, and shall honor the GBT rate.
- e) **BLACKOUT DATES:** The Participating Properties shall blackout only the dates listed on this Agreement that are within the blackout date policy of the GBT Global Hotel Program. No amendments shall be made to the Hotel’s blackout dates once the submission is accepted.

EXHIBIT B

Pricing Options

The Supplier agrees to pay GBT a Subscription Fee annually for each Participating Property for the Global Hotel Program (the “Annual Subscription Fee”). For 2022, the Annual Subscription Fee is based on a flat fee per Participating Property and varies depending upon whether the Participating Property is a preferred supplier to GBT pursuant to a GBT preferred supplier agreement. Specifically, the discount offered and the program participation i.e., main (ZGK) or main & mid-market (ZGK& TQV) determines the cost of participation (See table below) and varies based upon preferred supplier status.

Discount of BAR	GBT Preferred Supplier		Non Preferred Supplier	
	ZGK&TQV	ZGK only	ZGK&TQV	ZGK only
15%	\$1,195	\$1,495	\$2,690	\$2,990
20%	\$795	\$1,195	\$2,090	\$2,390
25%+	\$495	\$795	\$1,290	\$1,590

*Terms: 30 days net. Finance charge of 18% (1.5% per month) is added for invoices not received within 30 days of the date of issuance. Invoice will be included in the notification package, scheduled for delivery on or before December 1, 2021. The Parties agree and understand that continued inclusion in the Program is subject to paying all amounts within 90 days of the applicable due date. Failure to make timely payment of such amounts may result in the Supplier’s and/or the Participating Property’s suspension from the Program.

PROMPT PAYMENT INCENTIVE

Participating Properties must pay the Annual Subscription Fee for 2022 in full by January 31, 2022. Payments received on or before the due date will receive a 25% discount off all Global Hotel Program exclusive media marketing opportunities.

The Parties agree and understand that continued inclusion in the Program is subject to paying all amounts within 90 days of the applicable due date. Failure to make timely payment of such amounts may result in Supplier’s and/or the Participating Property suspension from the Program.

LATE SUBMISSIONS

RFPs received after the deadline will not be considered until January 1, 2022 and will be assessed a late fee of US\$400 in addition to the Annual Subscription Fees.

GBT GLOBAL HOTEL PROGRAM VALUE

The Annual Subscription Fee paid by the Participating Properties will typically be returned to the Hotel upon one to five room nights being booked. If Hotel does not receive any bookings (sales) from GBT equal to the Annual Subscription Fee paid, GBT will refund 50% of the 2022 Annual Subscription Fee (or Fees) for that property. The GBT Global Hotel Program Value Guarantee applies to hotels that were selected for the GBT

Global Hotel Program 2022, have not been in any previous GBT Global Hotel Program, have submitted by the deadline as per our timeline and paid in full by January 31, 2022. All hotels must have rates loaded into the GDS by December 1, 2021 to qualify for the value guarantee. Any claims under the value guarantee must be made between January 1, 2023 and January 31, 2023. The value guarantee will be invalid if any discount has been applied to the annual fee for the program, the % discount entered within Lanyon is breached and should any chain or management companies have any hotels squatting during the contracted year. The GBT Global Hotel Program Value Guarantee only applies to hotels that have not been in the GBT Global Hotel Program before.

EXHIBIT C

Electronic File Guidelines and Specifications

PLEASE REVIEW CAREFULLY BEFORE SENDING YOUR FILE. Any variation from these guidelines will cause the import of your file to fail. It is the responsibility of the Supplier, hotel chain/management Company or third party RFP processing service to format the file correctly as specified in this document. Files that do not import between July 1 and August 31, 2021 deadline will be considered late and are subject to CONTRACT Contracts must be received by August 31, 2021 to be considered. This document contains unpublished, confidential, and proprietary information of American Express Global Business Travel (GBT). No disclosure or use of any portion of these materials may be made without the express written consent of GBT. © 2021 GBT Travel Services UK Limited. GBT Global Hotel Program 2022 additional fees (see “PRICING” on Page 3 of this Agreement).

- Use GBTA Standard RFP – 2013 revisions whilst referring to the bespoke GBT data specifications and validations.
- Use modules 1 – 7.
- Send ONE FILE with all RFPs. Each RFP must be in ONE STRING in this exact order: Property Basic Module; Client Specific Module; Safety and Security Module; Blackout/Fair Date Module; Extended Stay Module; Groups/Meetings Module; and Corporate Social Responsibility.
- Each record must have EXACTLY 717fields.
- Provide an ASCII comma-delimited file using “double quote” qualifier for text fields.

TEST FILES are mandatory and are due to GBT by June 25, 2021. Send test files to globalhotelprogram@amexgbt.com

Rate Fields Guidelines

Do not include rates in the fields labelled “GOVT”. These fields should be blank or null values, and are imported only for the purpose of maintaining GBTA Standard format. Any data provided in these fields will not be used by GBT and is not considered part of the GBT Global Hotel Program 2022 contract.

Following are the GBTA fields that are mandatory to GBT’s selection process. Missing data will result in import failure. The number to the left of the field description is the GBTA field number.

Property Basic – Module 1

- (1) Lanyon ID
- (3) Property Name
- (4) Property Address
- (6) City
- (7) State/Province Code
- (10) Full Country Name
- (11) Postal Code
- (12) Main Phone Country Code
- (13) Main phone Area/City
- (14) Main Phone Number
- (15) Main Fax Country Code
- (16) Main Fax Area/City
- (17) Main Fax Number
- (18) Unit of distance measurement used throughout contract: Miles (MI) or Kilometers (KM)
- (19) Property Internet URL Address
- (20) Property Sales General Email Address
- (21) Full or Limited Service
- (22) Is hotel Extended Stay or Residential Apartment Hotel? (Y or N)
- (23) Market Tier (L=Luxury, UU=Upper upscale, U=Upscale, MFB=Mid scale with food and beverage, M=Mid scale without food and beverage, E=Economy, NA=Not applicable)
- (24) Year hotel built Example: 1984
- (25) Year of Last Guest Room Renovation
- (26) Total Number of Guest Rooms/Suites
- (29) Name of hotel's management company
- (30) Name of Hotel's ownership company
- (32) Property Location (A=Airport, D=Downtown/City Center, S=Suburb, R=Rural, T=Resort)
- (34) 3 letter airport code for nearest major airport Example: YYZ
- (35) Does hotel comply with all local and national disability laws?
- (36) Are facilities/public areas accessible by physically challenged/disabled/handicapped people?
- (37) Total number of rooms for the physically challenged/handicapped
- (38) Does hotel have handicap parking?

(39) Restaurant on site?

(40) Is Room Service available?

(41) If yes, enter hours of operation (Please use 24h clock ex: 00:00 - 23:59) If none, enter hours 00:00 - 00:00

(43) On-site Business Center? (Y or N)

(44) Front Desk hours: (Please use 24h clock ex: 00:00 - 23:59)

(45) Do all guest rooms have air conditioning?

(46) Do all guest rooms have private bath room? (Y or N)

Does your hotel accept the following credit card? Answer (Y or N)

(47) American Express

(48) Diners Club/Carte Blanche

(51) MasterCard/Euro card

(52) Visa

List your 2 letter GDS chain codes and corresponding property numbers. (Do not include the chain code in the property number)

(53) Amadeus Chain Code

(54) Amadeus Property Number (must be 6 characters)

(55) Apollo/Galileo Chain Code

(56) Apollo/Galileo Property Number (must be 5 numbers)

(57) Sabre Chain Code

(58) Sabre Property Number (up to 7 numbers)

(59) Worldspan Chain Code

(60) Worldspan Property Number (up to 5 characters)

(670) AAA Diamond Rating 1, 2, 3, 4, 5, NA

(671) Mobil Star Rating: 1, 2, 3, 4, 5,

Client Specific – Module 2

(64) Three Letter IMF Currency used throughout pricing profile when quoting rates/charges

(65) Would you be willing to offer a Dynamic rate option in lieu of a static negotiated rate? (Y or N)

(67) Room Type Standard (name the type of room offered in the standard room type)

(181) Early Checkout fee: (If not applicable, enter 0)

(182) Early Check out fee: Percent or fixed amount? (P or F) (If this tax doesn't apply/exist, the answer should be "N").

(183) Will you include the early check out fee in negotiated rate? (Y or N) (If this fee doesn't apply/exist, the answer should be "N")

(209) Which of the following best describes parking at your hotel? (Parking Lot, Parking Garage, Valet, Street Side, Public, or None Available)

(220) Do you have high-speed ethernet internet connection in guest rooms (other than internet browser on tv)?

(222) What is the average fee per day for wired high speed internet access in the guest room? (If not applicable, enter 0)

(223) Is wired guest room high speed internet access included in negotiated room rate? (Y or N)

(224) Do you have a wireless high speed internet connection in guest rooms?

(226) What is the average fee per day for wireless high speed internet access in the guest room? (If not applicable, enter 0)

Rate Proposal

(73) Season 1 Start Date (express season as 2022-MM-DD)

(74) Season 1 End Date (express season as 2022-MM-DD)

(75) GBT Commissionable LRA rate for Room Type 1 in Season 1 per night (Rate you are offering to this client.) Single occupancy

(173) Are Client Negotiated Rates Commissionable?

(174) Client commissionable rate percentage?

Taxes

(189) Will you include state tax in negotiated rate? (Y or N) (If this tax doesn't apply/exist, the answer should be "N")

(192) Will you include city tax in the negotiated rate? (Y or N) (If this tax doesn't apply/exist, the answer should be "N")

(195) Is VAT/GST included in the negotiated rate? (Y or N) (If this tax doesn't apply/exist, the answer should be "N")

(201) Will you include service fee/resort fee in the negotiated rate? (Y or N) (If this fee doesn't apply/exist, the answer should be "N")

(204) Will you include occupancy tax in the negotiated rate? (Y or N) (If this tax doesn't apply/exist, the answer should be "N")

Value-Added Features

Hotels that provide complimentary, value-added features will receive additional consideration in the hotel selection process.

Are the following value-added features included in the GBT rate? Answer (Y or N) unless otherwise indicated

(212) Breakfast

(214) Type of Breakfast: C (Continental); B (Buffet); F (Full)

(215) Fitness Centre Use Onsite

(220) High Speed Internet Access

(224) Do you have a wireless high-speed internet connection in guest rooms?

(227) Is Wireless Internet access included

(229) Transportation to/from Airport

(236) By entering Y (yes) in this field the Property / Chain representative submits that the information here is correct and legally binding for the length of the agreement.

(237) Property/ Chain representative name/ Name responsible for the RFP data (this person agrees to T&Cs of contract and payment of participation fees)

(238) Title of property / chain / management representative responsible for the RFP data

(239) Phone Country Code

(241) Phone Number

(242) Email address

(243) Date RFP submitted

User Defined Questions

(244) The person identified in response to Q237 is an authorized representative of the Supplier for purposes of this Agreement and has reviewed, understands, and agrees to all the terms and conditions of this Agreement including the payment of the applicable fees on behalf of Participating Properties.

(245) What type of rate are you submitting? A - Static Pricing must offer 15% Discount, B - Ceiling with discount off of BAR offering between 15-25% discount.

(A) Static rate

(B) Dynamic

(246) If you have B, what is your percentage discount? Must be 15, 20 or 25% + discount

(247) Please state your RACK rate RT1

(248) Please state your reservation email address

(249) Date of hotel Opening – Please enter the date that the hotel opened (express date as YYYY-MM-DD)

(250) You understand and acknowledge that Personal data (e.g. names and other contact details) provided on this form will be processed by GBT as described in section 17 of GBT Global Hotel Program contract.

(252) Rate offered will be equal to rates displayed on proprietary websites. (Y or N)

(253) Urban/City Destination Fee included in negotiated rate? (Y) This question must be answered with (Y or N) and refers to fields 190-192 & 199-201.

- (254) What is hotel's cancellation policy for reservation that has been guaranteed for late arrival? Examples: Noon, 2PM, 4PM, 6PM, 24Hr, 48Hr Note: 6PM, 24Hr / 48Hr, etc. is that period of time prior to check-in time on day of arrival.
- (255) Does your hotel have free internet in public areas? (Y or N)
- (256) Does your hotel accept Virtual Credit Card solutions (Y or N)
- (257) Property Sales Representative Name
- (258) Property Sales Email Address
- (259) Please state contact name for central invoicing and agreeing to our applicable fees
- (260) Please state contact email address for central invoicing.
- (261) Please state invoicing address
- (262) Please state invoicing currency
- (263) Please state if you require credit card payment link to be sent with your invoice (3% handling fee)
- (265) Please state hotel commission contact name
- (266) Please state hotel commission contact email address
- (267) Is your hotel situated within the EU? (Y or N)
- (269) Early Check-in - Is complimentary early check-in (8:00 a.m.) included in the GBT rate? (Y or N)
- (270) Late Check out - Is complimentary late check out (16:00 or later) included in the GBT rate? (Y or N)
- (271) Please state your Legal Entity Name
- (273) Do you require payment on arrival?

Safety and Security – Module 3

- (274) In room safe
- (275) Can in room safe hold a 17 inch or 43.2 cm laptop computer?
- (276) Smoke detectors in all guest rooms
- (277) Are hallways equipped with smoke detectors? (Y, N, or NA)
- (278) Smoke detectors in public areas
- (280) Are public areas equipped with fire extinguishers? (Y, N, or NA)
- (281) Does hotel have emergency lighting in all public areas? (Y or N)
- (282) Are hotel stairways ventilated? (Y, N, or NA)
- (283) Does hotel have an emergency evacuation plan posted in public areas? (Y, N, or NA)
- (284) Does hotel comply with all country/state/local fire laws?

- (285) Does the hotel have visual alarms for the Deaf/Hard of Hearing in all guest rooms or does the hotel have designated Deaf/Hard of Hearing guest rooms with visual alarms? (Y or N)
- (286) Does hotel have visual alarms for the Deaf/Hard of Hearing in hallways? (Y, N, or NA)
- (287) Does hotel have visual alarms for the Deaf/Hard of Hearing in public areas? (Y, N, or NA)
- (288) Audible smoke alarms in guest rooms
- (289) Does hotel have audible smoke alarm in hallways? (Y, N, or NA)
- (290) Does hotel have audible smoke alarm in public areas? (Y, N, or NA)
- (291) Sprinklers in all guest rooms
- (292) Are all hallways equipped with sprinklers? (Y, N, or NA)
- (293) Sprinklers in public areas
- (294) Emergency information in all guest rooms
- (295) Is hotel auto linked to fire station? (Alarm automatically notifies fire station) (Y or N)
- (296) Are there emergency exits for each floor? (Y, N, or NA)
- (297) Does hotel have auto recall elevators? (Y, N, or NA)
- (298) Does the hotel have physical security on-site?
- (300) Do guest room doors have deadbolts and/or secondary locks? (Y or N)
- (303) Do all windows that can be opened have a locking device? (Y or N)
- (305) Does the building meet all current local, state and country building codes? (Y or N)
- (309) Is there video surveillance in public areas? (Y or N)
- (310) Is there video surveillance of the exterior of the front entrance? (Y or N)
- (311) Is there video surveillance of the parking areas? (Y or N)
- (312) Is video surveillance recorded 24 hrs a day? (Y or N)
- (313) Is video surveillance monitored 24 hrs a day? (Y or N)
- (314) Do all the guest room entry doors have viewports? (Y or N)
- (315) Are there emergency back-up generators? (Y or N)

Blackout Dates – Module 4

GBT will accept a maximum of 10 blackout periods, up to a total of 25 blackout days (express as YYYY-MM-DD) if the blackout period is one day, start date and end date are the same. Must be in chronological order.

- (326) Start date of 1st blackout period
- (327) End date of 1st blackout period
- (335) Start date of 2nd blackout period

- (336) End date of 2nd blackout period
- (344) Start date of 3rd blackout period
- (345) End date of 3rd blackout period
- (353) Start date of 4th blackout period
- (354) End date of 4th blackout period
- (362) Start date of 5th blackout period
- (363) End date of 5th blackout period
- (371) Start date of 6th blackout period
- (372) End date of 6th blackout period
- (380) Start date of 7th blackout period
- (381) End date of 7th blackout period
- (389) Start date of 8th blackout period
- (390) End date of 8th blackout period
- (398) Start date of 9th blackout period
- (399) End date of 9th blackout period
- (407) Start date of 10th blackout period
- (408) End date of 10th blackout period

Extended Stay – Module 5

- (419) Laundry/Dry Cleaning Service
- (423) Coffee/Tea Maker

Groups / Meetings – Module 6

- (668) Does the hotel have established Bomb Threat procedures in place (Y or N)
- (669) Does the hotel have Suspicious Object Handling procedures in place (Y or N)
- (672) Do you have a lady traveler policy? (Y or N)
- (673) Do you have ladies only separate floors? (Y or N)
- (675) Does your property charge a credit or debit card processing fee? (Y or N)
- (677) Hotel Chain Name - Actual chain name, not management company or GDS provider

GBT SME Hotel Program

(679) Do you wish to participate in the GBT SME Hotel Program open to all GBT Global Hotel Program member Hotels only.

(680) To participate in the GBT SME Hotel Program you agree to offer dynamic ceiling single rate and, on a complimentary basis, breakfast and Wifi PLUS a minimum of 2 value added services – see fields 682 and 683 (Y). If not participating, enter (N) and then (NA) or (0) for fields 680-687

(681) GBT SME Hotel Program Commission % offered. NOTE the commission must be a min of 8% +VAT ,10% or higher. If not participating, enter (0)

(682) GBT SME Hotel Program, value add 1. Select amenity from drop down. (If not participating, enter NA)

(683) GBT SME Hotel Program, value add 2. Select amenity from drop down. The amenity must be different from field 683 above. (If not participating, enter NA)

(684) If you have chosen to offer a Food & Beverage Discount what percentage are you offering?

(685) GBT SME Hotel Program commissionable Dynamic Ceiling single rate offered.

If not participating enter (0)

(686) GBT SME Hotel Program Dynamic BAR percentage discount. NOTE the percentage discount must be the same as field 245 or higher. If not participating enter (0)

(687) If you have entered (Y) in field 679 then you agree to a fee of 5% of total SME sales based on GBT & hotel data being invoiced to you quarterly. If not participating enter (0)

COVID-19

(688) Are you complying with safe travel protocol in following the guidelines and recommendations issued by the World Health Organisation, Centers for Disease & Control and local and national health authorities? (Y or N)

(689) If you have answered Y to question 688, which one?

(690) Are there any guest capacity restrictions in place in order to allow social distancing? (Y or N)

(691) Are there any restrictions given by public health services to operate the hotel restaurant or other communal areas ? (Y or N)

(692) If you have answered Y to question 691, please provide details.

(693) Does the hotel have an isolated area to assist with the quarantine of a guest/member of staff if they become ill ? (Y or N)

(694) Is there a documented process available on what to do if a guest/hotel employee reports feeling unwell or displays COVID-19 symptoms (Y or N)

(695) Are all staff fully trained on relevant behaviours (i.e. cleaning, social distancing, quarantine procedure) in response to the pandemic? (Y or N)

(696) Does your company/hotel have a Diversity & Inclusion Program?

CSR – Corporate Social Responsibility – Module 7

(697) Does your hotel have Electric Vehicle Charging Points?

(698) Is the hotel certified by a globally recognized "sustainable" certification program? (Y or N)

(699) If yes, please name all sustainable certification programs you participate in. Examples: Global Sustainable Tourism ,**Green Leaf ECO Programme**, Council-recognized programs or LEED programs.

(700) Does your sustainable certification include a third party audit? (Y or N)

(701) Does the hotel measure carbon per room-night? (Y or N)

(703) What is the unit of measure for the carbon per room night measurement? (kgs or lbs) (If not measured, enter NA)

(704) What period (in months) does the Carbon measurement cover? Example: 6 months/12 months/24 months. (If not measured, enter 0)

(705) Does the hotel measure water per room-night? (Y or N)

(707) What is the unit of measure for water per room night?(Liters or gallons) (If not measured, enter NA)

(708) What period (in months) does the water per room night measurement cover? Example: 6 months/12 months/24 months. (If not measured, enter 0)

(709) Does the hotel measure energy intensity? (Y or N)

711 What is the unit of measure for energy intensity? (BTU per Square Foot or MJ per Square Meter) (If not measured, enter NA)

(712) What period does the energy intensity measurement cover? Example: 6 months/12 months/24 months. (If not measured, enter 0)

(713) Does the hotel measure waste diversion rate? (Y or N)

(715) What period does the diversion rate measurement cover? Example: 6 months/12 months/24 months. (If not measured, enter 0).

(716) Does the hotel have its own environmental or corporate Social Responsibility program? (Y or N)

NOTE: Only fields outlined on this Agreement are utilized by GBT. Any data provided in the remaining GBTA fields is imported only for the purpose of maintaining the GBTA standard format. Data provided in these fields will not be used by GBT, is not included in the GBT Global Hotel Program Agreement and does not relieve Hotel from any obligations outlined in the GBT Global Hotel Program terms and conditions.

For the latest update on GBT, please visit <http://www.amexgbt.com>

GHP 2022 KEY TIMELINE DATES

June 25, 2021: Lanyon testing to be completed (If required)

July 1, 2021: GHP 2022 RFP site opens in Lanyon

August 31, 2021: GHP 2022 RFP site closes

December 1, 2021: GHP 2022 Invoices sent out

December 1, 2021: GHP rates to be loaded on the GDS for all accepted hotels.

January 1, 2022: GHP 2022 Late submissions open with the late submission fees applied

**Contracts must be received by
August 31, 2021 to be considered.**