

2017-18 WHOLESALER CONTRACT

Dated: June 6, 2016 (the "Contract")

Between



("Wholesaler")



And Hyatt Corporation, as agent of PCH Beach Resort, LLC, a California limited liability company, d/b/a Hyatt Regency Huntington Beach Resort & Spa ("Hyatt")

Ocean California 88-100 South Street Romford, Essex England RM11RX	Hyatt Regency Huntington Beach Resort & Spa 21500 Pacific Coast Highway Huntington Beach, CA 92648
Simon Hilton 011-44-203 823 9825 Simon.hilton@ocean-holidays.co.uk	Stefanie F. Kaplan 714-845-4891 Stefanie.kaplan@hyatt.com

I. WHOLESALER RATES.

A. WHOLESALER RATES FOR RESALE TO WHOLESALER'S CLIENTS (INCLUDING OTHER WHOLESALERS, TRAVEL AGENTS AND INDIVIDUALS) SOLELY AS PART OF A TRAVEL PACKAGE DURING THE RATE PERIOD.

The unpublished confidential wholesale rates for Hotel accommodations set forth below (the "Wholesaler Rates") are: (i) per room; (ii) per night; (iii) based on single/double occupancy; (iv) exclusive of all taxes and fees; (v) solely applicable to the Rate Period (as indicated in the tables below); (vi) available only as part of a Travel Package, as defined herein; and (vii) subject to: (a) the terms of this Contract, including the terms and conditions set forth in this Contract; and (b) the attached Exhibits.

The following Wholesaler Rates are available only to Wholesaler's clients who are wholesalers, travels agents or individuals that purchase the Hotel's rooms as part of a Travel Package only (each, a "Client" and collectively, "Clients"), pursuant to the Booking Options outlined in Section I(B) below:

2017-18 ROOM RATES – FREE SELL

All rates are per room, per night quoted in US dollars and based on single/double occupancy. **Net rates are confidential and must be quoted as part of a package.**

<u>Dates</u>	<u>Room Category</u>	<u>Rate</u>	<u>Free Night Offers</u>
April 1 – May 25, 2017	Resort View Room	\$228	4 th Night Free
	Partial Ocean View Room	\$253	
	Oversized King	\$293	
May 26 – September 4, 2017	Resort View Room	\$329	5 th Night Free
	Partial Ocean View Room	\$354	
	Oversized King	\$394	
September 5, 2017- March 31, 2018	Resort View Room	\$228	4 th Night Free
	Partial Ocean View Room	\$253	
	Oversized King	\$293	

Resort View and Partial Ocean View rooms have one king or two queen beds. Oversized King has one king bed and a sofa sleeper. Free Nights are cumulative.

MISCELLANEOUS – All taxes and fees below are subject to change be in effect on existing and new reservations.

Hotel Room Tax:	13%
CA Tourism Assessment Fee	\$1.02 (per night)
Valet Parking:	\$36.00 (per night)
Resort Services Fee (+ tax of 13%):	\$25.00 (per night)
Reservation cut-off	72 hours (by 3pm 72 hours prior to arrival)
Reservation Cancellation Policy	72 hours (by 3pm 72 hours prior to arrival)

BLACK OUT DATES will be provided moving forward and can be amended at any time.

RESORT SERVICE PROGRAM

Hyatt Regency Huntington Beach has a mandatory resort fee \$25 per night, plus tax. It is important that you disclose to your customers of our resort fee, which is subject to change. **Please note that the Resort Fee is charged on the free night.** Resort Fee and inclusions are subject to charge. Currently, Resort fee includes the following benefits:

❖ Bottled Water- 2 per day	❖ Local and 800 calls	❖ In-room safe
❖ Fitness Center (24-hrs.)	❖ Beach Amenities	❖ Disney Shuttle (seasonal) – Advance Res Required
❖ Incoming/Outgoing Fax Service	❖ “PrintMe” guest room service	❖ Local dial-up service
❖ Two for One half-day Bike Rentals at Toes on the Nose		

Please indicate if the Wholesaler or Guest pays the Resort Service Program:

☐ Wholesaler pays ☒ Guest pays to Hotel direct

SELL & REPORT: Rooms must be reported to Hyatt when sold. Cut off is 72 hours.

GROUPS: A group is defined as 10 or more rooms. Group rates are negotiable.

HOTEL POLICIES

Individual Reservations: Advance payment is required unless prior credit was established. If charges other than room and tax are to be included, please specify. Please forward a copy of the voucher in advance reiterating exact charges to be billed back.

Credit Reference Number (CR#): Please note CR# on all reservations and rooming lists, to ensure proper credit is given for actual rooms booked.

Cancellation Policy: All cancellations received less than 72 hours prior to guests arrival and all no-shows will be assessed (1) one night’s room and tax charge. To avoid these charges, please make any cancellations by 3pm PST at least 72 hours prior to guest arrival.

Early Departure Fee: Guests who depart the hotel earlier than scheduled will be informed that their tour wholesaler may be charged an early departure fee of (1) one night’s room and tax.

Occupancy: A maximum of (4) four people are allowed per guestroom. Children under 18 years old in the same room with parents may stay free in existing bed space.

Check-In Time: 4:00 p.m. Check-Out Time: 11:00 a.m.

Extension of reservation: Should any individual request to extend their reservation without prior approval they will be charged our current rack rates.

Payment is expected within thirty (30) days of receipt of bill. Disputed invoices must be explained in a formal query and accompany the payment. Payments not received within thirty (30) days from date of invoice may result in the cancellation of agreement or change in operators existing method of payment. Please make checks payable to: *Hyatt Regency Huntington Beach Resort and Spa* and send to the following address:

Hyatt Regency Huntington Beach Resort and Spa
Attention: Accounting
21500 Pacific Coast Highway,
Huntington Beach, CA 92648

Guests will be responsible for their own incidentals. Guest must present either a credit card (American Express, Discover, Diners Club, MasterCard, and Visa) or a cash deposit to charge incidentals to their individual rooms.

EXTRA PERSON RATE (Per Person, Per Night) Maximum Occupancy is 4 persons.

Adult: \$25 / Children under 18 stay free when sharing with an adult.

Rollaways: \$25 / night; cribs are available at no charge.

B. BOOKING PROCEDURES.

The above Wholesaler Rates are available to Wholesaler according to the following Booking Procedures:

SELL & REPORT

Rooms must be reported to Hyatt when sold.

II. TERMS AND CONDITIONS.

A. WHOLESALER RATES.

1. Reservations booked with ten (10) rooms or more are considered a "Group" reservation and shall not be eligible for Wholesaler Rates. Should Wholesaler wish to arrange for a Group reservation, Wholesaler must contact Hyatt in advance for Group room rates or such accommodations shall be based on availability at the Hotel's then-prevailing rates.

2. The Wholesaler Rates are exclusive of all applicable taxes and other government levies in effect as of the execution date of this Contract. Hyatt shall provide Wholesaler with the rates of taxes and other levies applicable to the booking of Hotel rooms. Wholesaler agrees that it shall collect all applicable taxes from its Clients, and remit to Hyatt any taxes applicable to rooms sold through Wholesaler. However, Hyatt reserves the right to increase the Wholesaler Rates in the event of changes in the applicable rate of taxes or levies or the introduction of a new government tax or other levy. To the extent of any additional tax liability for the sale of the accommodations by Wholesaler, Wholesaler shall remit the same to the applicable taxing authority as may be required by law.

3. Wholesaler covenants that: (i) Wholesaler shall use the Wholesaler Rates exclusively for resale to Wholesaler's Clients as part of a Travel Package; and (ii) Wholesaler shall cause Wholesaler's Clients who may be other wholesalers or travel agents to sell the Hotel accommodations exclusively as part of a Travel Package. Wholesaler's contracts with its Clients that are other wholesalers or travel agents shall reflect this obligation which Wholesaler shall enforce against such Clients. For purposes of this Contract, a "**Travel Package**" is defined as a combination of a Hotel stay with either or both

airfare or car rental. A breach of this Section II(A)(3) by Wholesaler constitutes a material breach of this Contract which provides Hyatt with the right to immediately terminate this Contract and seek indemnification as set out in Section II(J) herein.

B. RESERVATIONS.

1. **“Hotel Guest”** as used in this Contract shall mean: (i) an individual who purchases Hotel accommodations from a Client who is a wholesaler or travel agent; or (iii) an individual who purchases Hotel accommodations directly from Wholesaler.

2. Reservations for accommodations for a Hotel Guest may be made by Wholesaler by any of the following methods:

- a. by calling the Hyatt Reservation System at (800) 720-8631;
- b. by sending a facsimile or E-mail directly to the Hotel’s Reservations Department at: E-mail: reservationshunrh@hyatt.com. The return response fax, telephone number and/or E-mail address must be noted clearly on any correspondence. The booking status, i.e. new reservation, change, or cancellation, must be noted clearly on all communications; or
- c. through the Internet, through Hyatt.com, or through a GDS automated process via Wholesaler’s proprietary websites.

3. For the reservation method in item 1(a) or (b) above, Wholesaler must send a written confirmation, within fourteen (14) days of the Hotel Guest’s arrival, which guarantees the reservation. Wholesaler’s written confirmation shall either be a written voucher or reservations message sent either by E-mail or by facsimile that includes the following information:

- a. Hotel name;
- b. identification of Hotel Guest(s) (including occupancy and ages of accompanying children);
- c. description of room category;
- d. dates of arrival and departure;
- e. options and special requests; and,
- f. any other items to be credited to the Hotel Guest’s account (i.e. room tax, transfers, etc.).

Hyatt has no obligation to hold any reservations for which Wholesaler fails to provide such information.

4. Wholesaler is deemed to have made each reservation, and Hyatt must honor each reservation, upon delivery by Wholesaler of the confirmation with complete information, as specified above. Upon receipt of confirmation, Hyatt shall send Wholesaler, either electronically or by facsimile, confirmation of each reservation within 48 hours after Hyatt receives Wholesaler’s confirmation; and shall provide Wholesaler with the Hotel Booking Number (by room number and name of the Hotel Guest(s)).

5. Cancellation. If a Hotel Guest cancels within seventy-two (72) of reserved check-in date, Wholesaler is responsible for paying Hyatt for the guest rooms, at the Wholesaler Rates, plus applicable tax and fees, for the first night of the Hotel Guest’s reserved stay.

6. No Show and Extended Stay Policy:

- a. Unless cancelled directly by Wholesaler, Hyatt shall hold the accommodations for the Hotel Guest until the Hotel Guest’s arrival until no later than 6:00 p.m. (in the Hotel’s local time zone) on the scheduled arrival date. Hyatt will make a reasonable effort to accommodate Hotel

Guests who arrive after this time. If a reservation booked through the Wholesaler is a “no-show” reservation, Wholesaler will be invoiced a charge that is equal to the Wholesaler Rate for one (1) night plus applicable taxes and fees for the “no-show” reservation.

- b. Hotel Guests who wish to extend their stay at the Hotel will negotiate rates directly with Hyatt at the Hotel’s then-available rates.
- c. In the event that a Hotel Guest is unable to appear for a reservation due to extraordinary circumstances (such as a family death or natural disaster), Hyatt authorizes Wholesaler, at Wholesaler’s reasonable discretion, to determine whether to refund amounts paid by such Hotel Guest for a booking with the Hotel made through Wholesaler. If Wholesaler chooses to refund such Hotel Guest for the booking, then Wholesaler shall refund such amount or provide a credit to such Hotel Guest and shall notify Hyatt of the refund. Hyatt shall not request any payment for such booking. If Hyatt requests, Wholesaler will request from the Hotel Guest, and provide to Hyatt, reasonable documentation as to the extraordinary circumstances.

7. Changes to Reservation: For a reservation booked through the Wholesaler, Hyatt shall not make any changes requested by Client, unless Client has first contacted the Wholesaler, and the Wholesaler has confirmed those changes with Hyatt. If a discrepancy arises between information contained in the Wholesaler’s booking information and the Client’s reservation request, then the Wholesaler’s booking information shall prevail. Payment for any such changes shall be made in accordance with this Contract.

C. PAYMENT.

1. Invoicing: Hyatt will invoice Wholesaler the Wholesale Rate for the consumed room(s) plus applicable taxes. Payment of these charges is expected within thirty (30) days of receipt of invoice. Wholesaler’s voucher will be attached to invoice. Hyatt will make commercially reasonable efforts to support invoices with Wholesaler’s vouchers where supplied. If the voucher is not available, Hyatt will supply alternative evidence to the Wholesaler, which shows that the Hotel Guest was provided with the reserved Hotel room(s). Any additional or more specific requirements by Wholesaler must be made in writing and approved in writing by Hyatt in advance. Payments not received within thirty (30) days from date of invoice may result in the cancellation of this Contract or change to the existing method of payment. Wholesaler shall make checks payable to **Hyatt Regency Huntington Beach Resort & Spa** and shall send checks to the following address:

Hyatt Regency Huntington Beach Resort & Spa
Attention: Accounting
21500 Pacific Coast Highway
Huntington Beach, CA 92648

2. Disputed Sums: In the event of any disputed sums, Wholesaler shall pay the undisputed portions of the invoice in accordance with this Contract. Wholesaler shall provide Hyatt written notice of any dispute within thirty (30) days of Wholesaler’s receipt of a disputed invoice; failure to do so will constitute a waiver of the Wholesaler’s right to dispute any charges reflected in the invoice.

3. **Incidental Charges:** At the time of reservation and prior to requesting payment from Clients, Wholesaler (i) shall ensure that Wholesaler's Clients that are other wholesalers or travel agents have advised the Hotel Guests that Hotel Guests are responsible for payment of all charges, over and beyond the room charge, that may be incurred in the course of occupancy ("**Incidental Charges**"), including, but not limited to charges for an extra bed, mini-bar, room service, movies, Internet access, telephone, and health club use, and that payment for Incidental Charges is due at check-out; and (ii) shall advise Hotel Guests who purchase Hotel accommodations directly from Wholesaler that Hotel Guests are responsible for Incidental Charges, and that payment for Incidental Charges is due at check-out. Hyatt shall be responsible for collecting payment of Incidental Charges and Wholesaler shall have no responsibility for payment, collection or billing of Incidental Charges. Incidental Charges are not commissionable. Wholesaler agrees to cooperate with Hyatt in any efforts to collect payment for Incidental Charges from its Clients and/or Guests.

4. **Mandatory Hotel Charges:** Mandatory Hotel charges, including but not limited to resort fees and service charges, are listed on the Hotel Information Sheet (as may be amended from time to time by Hyatt) ("**Mandatory Hotel Charges**"), which is attached hereto as Exhibit A and made a part of this Contract. Wholesaler shall advise its Clients of the existence of the Mandatory Hotel Charges at the time of reservation and before requesting payment from Clients. Hyatt shall be responsible for collecting payment of Mandatory Hotel Charges and Wholesaler shall have no responsibility for payment, collection or billing of Mandatory Hotel Charges. Mandatory Hotel Charges are not commissionable. Wholesaler agrees to cooperate with Hyatt in any efforts to collect payment for Mandatory Hotel Charges from its Clients.

5. **Early Departure:** If a Hotel Guest departs from the Hotel prior to reservation departure date for a non-emergency reason (as determined at the sole discretion of Hyatt), the Client and Hotel Guest shall remain jointly liable for payment for the entire stay. Hyatt will not refund any portion of the room rate and will settle the full amount with the Client. Wholesaler shall inform Clients of such policy prior to Client's purchase.

D. ACCOMMODATIONS. The maximum number of people allowed in a guest room is four (4). However, the Wholesaler Rates are based on single or double occupancy. For the third and fourth person staying in a guest room, Hyatt shall charge an additional per person supplement of **\$25** except that the additional per person supplement will not be charged for one (1) child under 18 years of age who is sharing with one (1) or two (2) adults.

E. TERM AND TERMINATION.

1. The term of this Contract shall begin upon full execution by the parties and shall expire one year from the execution date, March 31, 2017, unless earlier terminated as set forth herein.

2. This Contract may be terminated by either party for any reason, without liability (except for liability for goods and services provided prior to the termination date), upon sixty (60) days' prior written notice to the other party.

3. Hyatt may terminate this Contract immediately for reason of Wholesaler's breach of Section II(A)(3) herein, which would constitute a material breach of this Contract.

4. This Contract may be terminated without liability to the terminating party (except for liability for goods and services provided prior to the termination date):

a. by either party upon five (5) days' written notice to the non-terminating party, within five (5) days of an Act of God, war, government regulation, terrorism,

disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency of a comparable nature beyond the terminating party's control, making it impossible, illegal or which materially affects that party's ability to perform its obligations under this Contract; or

b. by either party upon five (5) days' written notice to the non-terminating party, in the event that the other party shall make a voluntary or involuntary assignment for the benefit of creditors or enter into bankruptcy proceedings.

5. Unless other agreed in writing between the parties, this Agreement shall terminate immediately in the event that the Hotel is no longer branded as a Hyatt Hotel.

6. In the event of a termination by Hyatt pursuant to Section II(E)(2), Section II(E)(4a), or by either party pursuant to Section II(E)(5), Hyatt shall refund all deposits and/or prepayments made by Wholesaler within five (5) business days of the notice of termination. Hyatt shall continue to service all reservations made under this Contract before the effective date of termination in the same manner as if the Contract were still in full force, and Wholesaler shall receive any amounts due to Wholesaler for consumed rooms for such reservations as set forth herein.

7. In the event of a termination of this Contract by either party, Wholesaler shall immediately destroy or return (as directed by Hyatt) all Hotel marketing materials in its possession, along with all Hotel Confidential Information.

F. SAFETY.

1. Hyatt warrants that Hotel personnel are licensed, as required by applicable law and regulations. Hyatt warrants that the Hotel complies with applicable laws and regulations regarding health and safety, fire and hygiene.

2. Hyatt will provide Wholesaler, upon request, with a copy of its current fire safety certificate, and (where applicable) its operating license or permit.

3. Hotel's Security and Event Planning Guide is set out on Exhibit B, which is attached hereto and made a part of this Contract.

G. CONSTRUCTION OR RENOVATION. In the event the Hotel's premises undergo any material non-emergency construction or renovation, which in the reasonable judgment of Hyatt materially interferes with the Hotel Guest's enjoyment of the accommodation, Hyatt shall notify Wholesaler as soon as commercially practical.

H. RELOCATION CLAUSE. In the event that Hyatt does not provide a guest room for a Hotel Guest for reasons other than material non-emergency construction or renovation, and the room is needed by the Hotel Guest, Hyatt shall, at its own expense: (i) secure, and pay for, comparable nearby accommodations for the night(s) Hyatt is not able to accommodate the Hotel Guest; (ii) provide transportation to and from such rooms for the nights Hyatt is not able to accommodate the Hotel Guest; and (iii) provide the Hotel Guest one (1) long distance telephone call at no charge (not to exceed 10 minutes).

I. INTELLECTUAL PROPERTY AND MARKETING.

1. Hyatt grants to Wholesaler the non-exclusive rights to reproduce, distribute, and display Hotel materials and to use the Hyatt Regency Huntington Beach Resort & Spa name and logo (together, the "**Hotel Marks**") only in connection with Wholesaler's sale of the accommodations to its Clients as described in this Contract. Wholesaler shall use the Hotel Marks exactly in the form provided on Exhibit C and as described in this Section or as

may be advised by Hyatt from time to time. Wholesaler shall not form any combination marks with the Hotel Marks, alter the Hotel Marks or any element thereof in any manner, including size, color, spacing, font, or appearance, or take any action inconsistent with Hyatt's rights to the Hotel Marks. Wholesaler shall not register any of the Hotel Marks in whole or part as a domain name or as part of any other symbol or element used in electronic commerce without having obtained Hyatt's prior written consent. Wholesaler shall not challenge the rights of Hyatt to the Hotel Marks or of any intellectual property to which Hyatt may now or in the future have rights. As between the Hyatt and Wholesaler, any goodwill accruing from use of such Hotel Marks shall automatically inure to the benefit of Hyatt. Wholesaler shall immediately cease use of the Hotel Marks upon the expiration or termination of this Contract.

2. Should Wholesaler wish to advertise the Hotel accommodations to its Clients, Wholesaler shall use the suggested brochure copy set forth on Exhibit D, and shall not distribute any other marketing materials describing the Hotel and its accommodation, without the prior written approval of Hyatt.

3. Wholesaler shall not purchase placement rights for any of the Hotel Marks in any manner in its advertising, including but not limited to internet and web advertising, without the express prior written consent of Hyatt.

4. Wholesaler shall not target, solicit, or otherwise exploit any data to seek or offer business from Hyatt's brand-loyal customers (i.e., customers expressing a preference for the Hotel or other Hyatt hotel).

5. Wholesaler shall not use any "predatory advertising methods" designed to generate traffic from sites for which they have no contractual rights for the online promotion of their products or services. Wholesaler shall prohibit all websites within its control from utilizing predatory advertising methods. "**Predatory advertising methods**" are advertising methods that create or overlay links or banners on web sites, spawns browser windows, or utilizes any other method to generate traffic from web sites without that web site owner's knowledge, permission and participation.

6. This Section shall survive termination or expiration of this Contract.

J. INDEMNIFICATIONS.

1. HYATT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS WHOLESALER AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CLAIMS, ACTIONS, CAUSES OF ACTION OR LIABILITIES, WHETHER BASED IN CONTRACT OR TORT, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY ACT UNDERTAKEN OR COMMITTED BY HYATT PURSUANT TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT. HYATT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS WHOLESALER, ITS OFFICERS, DIRECTORS, AND EMPLOYEES FROM ANY LIABILITY RESULTING FROM ANY CLAIM, ACTION OR CAUSE OF ACTION, HOWSOEVER CAUSED, WHICH MAY BE ASSERTED BY THIRD PARTIES ARISING OUT OF HYATT'S PERFORMANCE PURSUANT TO THIS CONTRACT, EXCEPT FOR THOSE ACTIONS OR LIABILITIES WHICH ARE DUE TO THE MISCONDUCT OR NEGLIGENCE OF WHOLESALER.

2. WHOLESALER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS HYATT CORPORATION AND PCH BEACH RESORT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND ITS MEMBERS AND THEIR ULTIMATE PARENT COMPANIES AND AFFILIATES, AND THEIR RESPECTIVE

OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE “**HOTEL PARTIES**”) FROM AND AGAINST ALL CLAIMS, ACTIONS, CAUSES OF ACTION OR LIABILITIES, WHETHER BASED IN CONTRACT OR TORT, INCLUDING REASONABLE ATTORNEYS’ FEES, ARISING OUT OF OR RESULTING FROM ANY ACT UNDERTAKEN OR COMMITTED BY WHOLESALER OR ITS CLIENTS OR ANY CONTRACTORS HIRED OR ENGAGED BY WHOLESALER OR ITS CLIENTS IN CONNECTION WITH THE PERFORMANCE OF WHOLESALER’S OBLIGATIONS UNDER THIS CONTRACT. FURTHER, WHOLESALER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE HOTEL PARTIES FROM ANY LIABILITY RESULTING FROM ANY CLAIM, ACTION, OR CAUSE OF ACTION, HOWSOEVER CAUSED, WHICH MAY BE ASSERTED BY THIRD PARTIES ARISING OUT OF THE PERFORMANCE OF WHOLESALER’S OBLIGATIONS PURSUANT TO THIS CONTRACT, EXCEPT THOSE ACTIONS WHICH ARE DUE TO THE MISCONDUCT OR NEGLIGENCE OF HYATT.

3. This Section shall survive termination or expiration of this Contract.

K. INSURANCE. Wholesaler and Hyatt are required to insure their obligations set forth in Section II(J), “Indemnifications,” of this Contract, above, and to provide evidence of such insurance upon request. Such insurance shall include public liability insurance with minimum coverage of \$2,000,000. For any activity introduced onto the Hotel’s premises by an outside contractor hired by Wholesaler, Wholesaler will be fully responsible for the actions of such outside contractor. Upon request, Wholesaler will provide a certificate of insurance covering the actions of such outside contractor, naming the Hyatt Corporation and PCH Beach Resort, LLC, a California limited liability company, and its members as additional insureds with regard to the activities of such outside contractor.

L. DAMAGES. Neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages.

M. COMPLIANCE WITH LAWS. Each party will comply with all state and federal laws and regulations relating to its respective obligations in connection with this Contract.

N. CHOICE OF LAW. This Contract shall be governed by laws of the state of Illinois, without reference to principles of conflicts of law that would refer the matter to the laws of another jurisdiction, and the parties submit to the jurisdiction of the courts located within the state of Illinois.

O. ATTORNEYS’ FEES. The prevailing party in any suit or other proceeding will be entitled to recover all its reasonable attorney’s fees, expenses and costs, including costs of investigation as actually incurred, whether in pretrial, arbitration, appeal or in any proceeding including in bankruptcy or in any action to enforce a judgment or award.

P. CONFIDENTIALITY. Wholesaler acknowledges that Wholesaler has access to confidential rate information of the Hotel (“**Hotel Confidential Information**”). As a material inducement to Hyatt to contract with Wholesaler as provided herein, Wholesaler covenants and agrees to preserve all Hotel Confidential Information and not to disclose or use in any way, either during or after the term of this Contract, any Hotel Confidential Information known to Wholesaler as a result of Wholesaler’s relationship with Hyatt, except as required in this Contract or as authorized in writing by Hyatt in advance. Wholesaler agrees to maintain all Hotel Confidential Information in secure premises and to take all necessary precautions to preclude all unauthorized use of Hotel Confidential Information. Hyatt agrees to use commercially reasonable efforts not to disclose to Clients or to

Wholesaler's competitors the Wholesaler Rates that Hyatt provides to Wholesaler. This Section shall survive the termination or expiration of this Contract.

Q. PRIVACY OF PERSONAL INFORMATION. Hyatt complies with the privacy policy available at www.hyatt.com (the "**Hyatt Privacy Policy**"). Wholesaler, with respect to Hotel Guests who stay at the Hotel pursuant to this Contract:

1. shall make the Hotel Guests aware of the Hyatt Privacy Policy;
2. shall obtain from Hotel Guests their consent to disclose their personal information to Hyatt;
3. for sales of Hotel accommodations by Wholesaler directly to individuals, warrants and represents to Hyatt that it is entitled to disclose the Hotel Guests' personal information to Hyatt and it is authorized to act as agent of each of the Hotel Guests for this purpose; and
4. shall require in each of its contracts with Clients who are wholesalers or travel agents that such Clients warrant and represent to Hyatt that they are entitled to disclose the Hotel Guests' personal information to Hyatt and are authorized to act as agent of each of the Hotel Guests for this purpose.

R. BINDING CONTRACT. This Contract and its Exhibits, all of which are incorporated herein by reference, constitute the entire Contract between Hyatt and Wholesaler. Each party agrees that when entering into this Contract they are not relying on any statement made at any time prior to entry into this Contract. Any changes to this Contract must be in writing and signed by both parties to be effective.

S. NOTICES. Any notice hereunder shall be in writing and sent to the individuals listed on the first page of this Contract at the addresses set forth herein. All notices, consents, requests, instructions, approvals and other communications provided for herein shall be deemed validly given, made or served if in writing and delivered personally or sent by certified mail, postage prepaid, or by overnight courier, or by facsimile, charges prepaid:

T. ASSIGNMENT AND TRANSFER. Neither party may assign or transfer any right hereunder without the prior written consent of the other except that Hyatt may assign or transfer any right hereunder, without the prior written consent of Wholesaler, to a successor in interest to the Hotel.

Signature: _____



Title: _____

Head of Product

Date: _____

28th June 2016

Name: _____

Simon Hilton

Hyatt Corporation, as agent of PCH Beach Resort, LLC, a California limited liability company, d/b/a Hyatt Regency Huntington Beach Resort & Spa:

Signature: _____

Title: _____

Senior Sales Manager

Date: _____

June 6, 2016

Name: _____

Stefanie Kaplan