

# AGREEMENT FOR THE PROVISION OF SERVICES

## BETWEEN

Of the one part, **Thomas Cook Business Incentives** (hereinafter, "the Client"), holding VAT N BE 0412677887 with registered address Tramstraat 63 I B-9052 Gent (Belgium) and represented in this act by Sarah Vijt of legal age, Account Manager Incentives & Groups from the Client.

And of the other, **CUTTING EDGE EVENTS, S.L.** (hereinafter, CEE), holding Fiscal Identification Code B-97963813, with registered address in Barcelona, Avda Via Augusta 15-25m Sant Cugat del Vallès and represented in this act by Ms. Montserrat Miranda Verdia, of legal age, of Spanish nationality, holding Spanish Identity Document 44025552 X.

Both parties have previously and reciprocally recognised that they have the necessary legal capacity to execute this Agreement for the Provision of Services (hereinafter, "the Agreement"), to which effect and for the purposes of providing the service, the parties hereby agree to execute this agreement further to the following

## CLAUSES

**I.-** The company **CEE** amongst other activities, is involved in the provision of the following Services to other companies for the improvement of their performance: destination management, marketing consultancy, strategic planning and know-how, motivation plans and incentives, market studies, arrangement of trips and events. Further to the Client's request for **CEE** Services, the latter hereby accepts to provide such Services to the Client.

**II.-Thomas Cook Business Incentives-** is a travel consultant specializing in trips, events and programs from Belgium

### **III.- Object.**

The object of this Agreement is the provision, by **CEE** to the group **CALPE 2019** on behalf of the client. **CEE** will render the services specified in Annex 1, from October 10th to 13th 2019, both inclusive. The scope of the Services may be modified at any time by means of a written agreement between the parties, describing the scope of any such changes. The new Proposal signed by the authorized representatives of both parties shall replace the one in force at the time.

**CEE** reserves the right to amend the terms and conditions or to specify the Services, in order to adjust to any applicable act, statute, regulation or order that is issued by the competent authorities and/or bodies, provided that **CEE** duly notifies such changes to the client in advance to the extent possible.

If the change in the terms and conditions or the specification of the Services entails an increase in expenses and payments related to the provision of the same, **CE Events** may issue the corresponding invoices to the Client.

### **IV.- Prices.**

The prices for the Services shall be the ones established in the Annex I notwithstanding any review of the same and of the payments agreed upon by **CE Events** and the Client. Unless otherwise provided, the prices shall include V.A.T. or any tax which, at the effective date of the other party, is applicable to the fees incurred for professional services.

### **V.- Invoicing.**

All invoices issued for the Services shall be paid within thirty (30) days following the invoice date. **CEE** reserves the right to demand the payment of 3% interest over any invoices due and not paid, accrued from their due date until the date **CEE** receives payment.

Any item not contemplated in the pro-forma shall be invoiced as Services Management in the amount of 15% over the invoice price.

### **VII.- Industrial and intellectual property.**

Each and every right, interest and title over Industrial and Intellectual Property, created by **CEE** under this Agreement, shall belong to **CEE** and shall remain the property thereof until the Client has effected payment for the Services provided by **CEE**

#### **VIII.- Use of equipment and/or materials supplied by CEE**

In the event that CEE provides the Client with any equipment or materials whatsoever, CEE shall not be liable and the Client must indemnify CEE for any loss or damage, directly or indirectly caused to such equipment or materials provided by CEE, unless the loss or damage is directly derived from the direct instructions received by the Client from CEE

#### **IX.- Data protection.**

According to Art. 12 of Organic Act 15/1999 on Personal Data Protection, the parties agree to regulate the access and processing by CEE (the Processing Manager) of any personal data managed by the Client (File Manager). CEE promises to apply the maximum reserve and secrecy to any information classified as confidential. Confidential information shall refer to any personal data to which the Processing Manager has access by virtue of the provision of services.

CEE shall inform its staff, collaborators and subcontractors of the obligations established herein, including those related to the automated processing of personal data. CEE shall issue as many warnings and shall execute as many documents as necessary with its staff and collaborators, in order to ensure that such obligations are fulfilled.

CEE hereby acknowledges that personal data protection regulations (Organic Act 15/1999 and Royal Decree 994/1999) provide a series of obligations related to personal data processing on account of third parties. The following commitments are hereby assumed for the fulfillment of the foregoing:

a) It shall only access the personal data managed by the Client if such access is necessary to provide the service hired, and shall not use or apply said data for another purpose than the provision of the service.

b) It shall process the data further to the Client's instructions, and shall not apply or use them for another purpose than the one established in this Agreement, and shall not communicate them to third parties, even for maintenance purposes.

c) Further to the provisions established in Article 9 of the Organic Act on Personal Data Protection, it shall adopt the technical and organizational measures required to ensure the security and integrity of any personal data to which it has access, avoiding their alteration, loss, processing or unauthorized treatment. In this regard, the Processing Manager hereby expressly declares that it has obtained the necessary security measures established in Royal Decree 994/1999, of 11 June, according to the level of security applicable to any

data that need to be accessed in order to provide the service to the File Manager.

d) It shall destroy the data assigned by the File Manager upon termination of this Agreement.

Furthermore, the Client hereby authorizes CEE to use the data bases over which the Client holds a right of exploitation, provided that they are used in order to provide the Services. Likewise, it undertakes to obtain all the authorizations and to fulfill any legal requirements that may be necessary. The Client shall assume all liability derived from a breach of the foregoing.

#### **X.- Confidentiality.**

Any information or documentation provided by one party to the other when implementing and executing this Agreement shall be deemed confidential and the exclusive property of whoever is providing it, and may not be notified to third parties without its consent.

The parties hereby exclude from the category of confidential information any information that becomes public, that should be disclosed by law or further to a court resolution or a mandatory act issued by a competent authority, including any obtained by a third party who is not subject to any confidentiality obligation whatsoever.

Neither party shall acquire any right over any confidential information or other property rights of the other as a result of this Agreement.

#### **XI.- Assignment and subcontracting.**

The Client shall not be authorized to assign the rights and obligations included in this Agreement to a third party without CEE prior written consent. In this regard, CEE may only refuse the assignment if there is just cause.

The Client hereby authorizes CEE to subcontract any part of the Services to a third party, provided that this is strictly necessary.

#### **XII.- Termination of the Agreement.**

The Agreement may be terminated by express agreement between the parties; it may also be immediately terminated at any time by providing the party in breach with a written notification, in the event that it does not remedy a material breach of this Agreement within twenty-one (21) days following receipt of the written notification, specifying the breach and demanding fulfilment. Likewise, the Agreement may be terminated by either party in the event that the other party incurs an irremediable breach of the obligations assumed herein, becomes bankrupt, is involved in a temporary receivership or insolvency, is subject to a winding up process or liquidation, or stops exercising its ordinary business activity.

**XIII.- Consequences of contractual termination.**

In the event that this Agreement is terminated for a reason not attributable to either party, all those payments which the Client owes CEE further to this Agreement, including the Services effectively provided, shall become liquid, due and enforceable. CEE shall be reimbursed for all the services provided in whole or in part but not invoiced at the termination date, based on the fees described in the Proposal (Annex I), to be prorated as necessary, together with the reimbursement of any additional cost to which CE Events is entitled at the date of termination pursuant to the provisions agreed by the parties.

If termination of the Agreement is due to a cause attributable to CEE, the latter shall not be entitled, as indemnification for the loss and damage caused, to reimbursement of the services invoiced or pending to be invoiced further to this Agreement.

**CUTTING EDGE EVENTS S.L**

Montserrat Miranda  
Director



In the event that the Agreement is terminated for a cause attributable to the Client and notwithstanding the reimbursement of the amounts invoiced and pending to be invoiced at the termination date, losses and damages shall be paid in the amount equivalent to CEE

Termination of this Agreement shall not release the parties from their duty to fulfill any obligations that survive such termination.

**XIV.- Applicable law.**

This Agreement shall be interpreted and applied according to Spanish law. The parties, waiving any other forum to which they may be entitled, hereby subject themselves to the Courts and Tribunals of the city of Valencia.

In witness whereof, and after reading the Agreement, the parties hereby sign it on all its pages and on two copies, in Barcelona, on February 30th, 2018

**THOMAS COOK BUSINESS INCENTIVES**

Sarah Vijt - Acc Manager Incentives & Groups



Jon DeKeyser - Managing  
Director  
TCRB.

## ANNEX 1: SERVICES PROFORMA INVOICE

CALPE PROGRAM					
	DESCRIPTION	UNITS	COST PER UNIT	VAT LEVEL	TOTAL INC. VAT
10-oct	Transfer Alicante Airport - Calpe hotel	1	345,00 €	10 %	345,00 €
10-oct	Assistance at the airport pending to confirm by client	0	129,00 €	21 %	0,00 €
10-oct	Taxi for the hostess (2) pending to confirm by client	0	112,50 €	10 %	0,00 €
10-oct	Bus at disposal for Hiking activity. 4 hours	1	345,00 €	10 %	345,00 €
10-oct	Mountain hiking activity. 1,5-2h	10	26,00 €	21 %	260,00 €
11-oct	Bus at disposal for a full day in Valencia. 8 hours	1	632,00 €	10 %	632,00 €
11-oct	English speaking guide	1	340,00 €	21 %	340,00 €
11-oct	Fartons and Horchata tasting at "orxateria Santa Catalina"	10	8,50 €	10 %	85,00 €
11-oct	Valencia Catedral tickets	10	5,00 €	10 %	50,00 €
11-oct	Lunch in Valencia. Menu including paella (incl 2 glasses of wine/beer, water and coffee)	10	49,00 €	10 %	490,00 €
11-oct	Bike rent	10	16,00 €	21 %	160,00 €
11-oct	Suplement to leave the bikes on the beach	1	78,00 €	21 %	78,00 €
11-oct	Mechanic per hour (optional) - pending to confirm by client	0	28,00 €	21 %	0,00 €
11-oct	Minibus transfer - 4 hours for dinner - Hotel-restaurant Bay club -hotel	1	345,00 €	10 %	345,00 €
11-oct	Dinner at Bay Club Marina. Including wine, water and coffee	22	73,50 €	10 %	1.617,00 €
11-oct	Drinks after dinner upon request - no open bar - pending to confirm by client				
12-oct	Bus at disposal for winery experience. 5 hours	1	358,75 €	10 %	358,75 €
12-oct	Bus extra hour - if it is necessary		70,00 €	10 %	0,00 €
12-oct	Parcent winery visit. Including 4 wine tasting + 4 tapas	10	15,00 €	21 %	150,00 €
12-oct	Maserof winery and museum visit with wine tasting and lunch	10	51,25 €	21 %	512,50 €

CALPE PROGRAM					
	DESCRIPTION	UNITS	COST PER UNIT	VAT LEVEL	TOTAL INC. VAT
12-oct	Boat trip in Catamaran in exclusivity for the group departing from Calpe port from 15 to 17	1	3100,00 €	10 %	3.100,00 €
12-oct	1 hour and half jet ski activity- according detail	1	1365,00 €	21 %	1.365,00 €
12-oct	Dj during 2 hours on board of the catamaran	1	400,00 €	21 %	400,00 €
12-oct	Open bar 2 hours (mineral water, soft drinks, beer and sangria) per person (pending to confirm by client)		25,00 €	10 %	0,00 €
12-oct	Dinner at Beat restaurant - 3 courses. Drink package not included.	22	53,75 €	10 %	1.182,50 €
12-oct	Pairing wines	22	35,00 €	10 %	770,00 €
12-oct	Optional: Dinner in restaurant Audry			10 %	0,00 €
12-oct	Optional: Minibus transfer - 4 hours for dinner - Hotel-transfer-hotel - pending to confirm by client	0	345,00 €	10 %	0,00 €
13-oct	Transfer back to airport. Early in the morning.	1	345,00 €	10 %	345,00 €
	<b>TOTAL</b>				<b>7.162,50 €</b>
	First Deposit:20% of total services as confirmation of the group				1.432,50 €
	Second Deposit: July 15th 2019 - 30% of total services confirmed				2.148,75 €
	Third Deposit: August 15th 2019 - 30% of total services confirmed				2.148,75 €
	Final Deposit: September 15th 2019				716,25 €

Please Use the following Bank Account for transfers  
Deutsche Bank : Quatre Cantons 1, St. Cugat del Vallès  
Account Number : 0019 0066 52 4010037723  
IBAN: ES90 0019 0066 52 4010037723, SWIFT DEUTESBBXXX

The proforma invoice will be updated according to the services confirmed in written by **Thomas Cook Business & Incentives** before of the arrival of the group.

### **Programme Total Cancellation:**

- => 15% of the total estimated invoice is non-refundable
- => 30% of the total estimated invoice between confirmation and 90 days prior of the arrival date
- => 80% of the total estimated invoice between 89 and 25 days before of the arrival of the group
- => 100% of the total estimated invoice between 24 or less days prior to arrival date.

### **Programme Partial Cancellation**

#### **Reduction in the numbers of Participants (Restaurants)**

In case of reduction in the number of participants between thirty (30) days and fifteen (15) days prior to the group's arrival, fifteen percent (15%) of the "per person cost" per participant cancelled will be due.

In case of reduction in the number of participants between fourteen (14) days and four (4) days prior to the group's arrival, fifty percent (50%) of the "per person cost" per participant cancelled will be due.

The number of participants confirmed seventy-two (72) hours prior (business days) to the Service will be used as minimum guarantee to issue the final bill.

#### **Reduction in the numbers of Participants (Activities)**

In case of reduction in the number of participants between thirty (30) days and fifteen (15) days prior to the group's arrival, fifteen percent (15%) of the "per person cost" per participant cancelled will be due.

The number of participants confirmed fourteen (14) days prior (business days) to the Service will be used as minimum guarantee to issue the final bill.