



Annex 1 - Terms and conditions of the COLLABORATION AGREEMENT AND QUOTA AWARD AGREEMENT:

1. DEFINITIONS

THE COMPANY is the company that is shown on the sheet of signatures in this document. THE COMPANY acts in its own name and on behalf of the owner and/or manager of THE COMPANY detailed on said sheet.

THE COMPANY can be:

- a) one single hotel establishment or accommodation establishment,
- b) a reservation center of a hotel group, which acts in commercial trade as the booking centre for the hotel group, or
- c) a hotel room(s), apartment(s), villa(s) or other form of accommodation or travel services product supplier.

In the case of point a) above, THE COMPANY will be the Principal that provides the Arrangements (meaning the hotel room(s), apartment(s), villa(s) or other form of accommodation or travel services).

In the case of point b) above, THE COMPANY will be the booking centre for the hotel group or the Principal that provides the Arrangements (meaning the hotel room(s), apartment(s), villa(s) or other form of accommodation or travel services).

In the case of point b) above, should THE COMPANY be expanded with one or more hotels and changes be made to owner and/or operating companies, THE COMPANY shall notify TRAVELTINO of said changes so that the new hotels and/or companies can be tacitly incorporated in this Contract.

In the case of point c) above, THE COMPANY will be the supplier of a hotel room(s), apartment(s), villa(s) or other form of accommodation or travel services, that acts on behalf of the Principal that provides these Arrangements.

For clarification purposes, the parties agree that the rights and

In Santa Cruz de Tenerife, on July 1, 2019

obligations assumed by THE COMPANY in this contract as owner of the hotel establishment will also apply THE COMPANY as a provider of Arrangements whose principal is a third party. In the latter case, THE COMPANY shall be responsible for the fulfilment of those obligations by the Principal and shall indemnify TRAVELTINO in case of default.

TRAVELTINO refers to the entity that is shown on the sheet of signatures in this document.

In this Agreement, unless the context otherwise requires:

- Arrangements means the hotel room(s), apartment(s), villa(s) or other form of accommodation or travel services owned and/or operated by THE COMPANY or by a Principal (in case THE COMPANY does not provide the arrangement);
- Principal means the person, firm or company that owns and/or provides the Arrangements
- Agreement means this Agreement including annexes;
- Booking means an order by a Customer, made through TRAVELTINO, for Arrangements;
- Booking Conditions mean the booking conditions in respect of the Arrangements (as amended from time to time) of the relevant Principal available from TRAVELTINO upon request;
- Booking Confirmation means in respect of a Booking, an e-mail confirmation on behalf of the relevant Principal generated by TRAVELTINO using the Booking information provided to TRAVELTINO by the COMPANY;
- Customer means a person, firm or company who books Arrangements through TRAVELTINO.

2. PURPOSE

This Contract provides for: (1) the sale of **THE HOTEL's** rooms through the TRAVELTINO platform; (2) the incorporation of **THE HOTEL's**

products on said platform. Here, THE HOTEL shall grant a quota of rooms (subject to availability) to TRAVELTINO to sell on its own account. Said arrangements shall cover all of the rooms falling within **THE HOTEL**.

TRAVELTINO shall also be permitted to appoint agents or sub-agents for the sale of the Arrangements, should TRAVELTINO wish to do so.

3. TERM OF THE AGREEMENT

This contract takes effect from the Commencement date and shall continue in full force and effect for one (1) year. Upon the expiration of the Agreement, this may be automatically extended for periods of equal duration, except for the express written notice from either of the parties at least thirty (30) days prior to the expiration date.

The termination or rescission of the Contract for whatever cause shall not exonerate The Parties from meeting any existing obligations. This applies especially to bookings made before the effective date of termination and the rights and obligations of the parties under this Agreement in respect of such bookings shall survive the termination and be enforceable notwithstanding it. In the event of termination, THE COMPANY shall immediately return or destroy all of TRAVELTINO's confidential information.

4. QUOTAS / RELEASE

Except as provided in the corresponding annexes, a quota of free sales shall be granted with a release at zero days, depending on room availability and subject to a minimum stay of one night.

THE HOTEL shall ensure maximum room availability to TRAVELTINO. Accordingly, THE HOTEL solemnly undertakes not to offer rooms to Third Parties in such a way that would deny TRAVELTINO rooms in a hotel for the dates it requests.

5. PRODUCT LOADING

The product will be integrated onto the TRAVELTINO platform under



conditions to be determined by The Parties but in any case under one of the following options:

MANUAL LOADING: The product will be integrated into TRAVELTINO platform by TRAVELTINO operators, based on a rate that **THE COMPANY** must send by email, specifying prices, availability, offers, and so on.

Pictures and data to be shown on the platform should be sent by **THE COMPANY** to TRAVELTINO, using the most suitable means for this purpose. This notwithstanding, there shall be no obligation for TRAVELTINO to use such material whether in whole or in part.

XML INTEGRATION: In this case, the product will be integrated into TRAVELTINO platform through XML (eXtensible Mark-up Language). XML provides for structuring of information, a description of the content and structured data delivery and response on the platforms run by TRAVELTINO and **THE COMPANY**.

Given that control lies with **THE COMPANY**, this shall be responsible for the data and prices displayed on the web site.

MIXED LOADING: For the initial loading of the product, **THE COMPANY** shall send to TRAVELTINO the pictures and data it wishes to appear on the platform. This notwithstanding, there shall be no obligation on TRAVELTINO to use this material either in whole or in part.

CHANNEL MANAGER: The product will be integrated into TRAVELTINO via channel manager directly hired by **THE COMPANY**. This may be done directly by **THE COMPANY** or by channel managers it hires for the purpose and with whom TRAVELTINO shall have no business relationship. Notwithstanding the above, **THE COMPANY** shall notify TRAVELTINO if the keys are being used by a channel manager.

Once **THE COMPANY** are loaded to the web site by TRAVELTINO, **THE COMPANY** via channel manager may publish prices, availability, offers, etc.

Once **THE COMPANY** are loaded to the web site by TRAVELTINO, **THE COMPANY** shall be given keys to modify the data. Using said keys, **THE COMPANY** may publish prices, availability, offers, etc.

Since control over the published price lies with **THE COMPANY**, it shall be liable to TRAVELTINO and to end-customers for the prices that appear on the web site.

In any case, **THE COMPANY** shall use the system's wizard to manage content and carry out maintenance. Wizard URL: <https://bancohotels.traveltino.com/#/auth/register>

In any case, **THE COMPANY** both states and guarantees that it has the requisite permits to provide and publish information, content descriptions and pictures, and that none of the said material infringes the rights of Third Parties. **THE COMPANY** shall hold TRAVELTINO harmless from any claim in this respect.

6. PRODUCT PRICE, BILLING AND PAYMENT

THE COMPANY shall invoice TRAVELTINO in accordance with the prices listed in the rate schedule shown in the corresponding annex, which also determines the form of billing and payment for the product. These prices include all direct or indirect taxes, charges, fees and any other payments of whatever nature (except local or resort taxes to be paid at the hotel by the end-customer, in which case **THE COMPANY** should issue a warning to this effect).

Each booking will be paid in the same currency in which it was confirmed, and invoices will be issued accordingly.

THE COMPANY shall have full, real-time control over the management of its rooms, quotas, releases, prices and so forth. Therefore, **THE COMPANY** guarantees that the rates quoted to TRAVELTINO will be the most competitive in the market, and that it shall not apply lower rates on **THE COMPANY's** direct sales web site or through any other operator.

The rates specified by **THE COMPANY** at the time of booking any Arrangements shall be final. The Company shall not be permitted to levy any price increases of any nature against TRAVELTINO or any Customer after such a point that the booking of the Arrangements has been made.

THE COMPANY solemnly undertakes to promptly inform TRAVELTINO

of all its current market offers.

In addition, it shall send data on sales closed to the account which TRAVELTINO has provided for that purpose. Except in the case of full integration via API or XML, TRAVELTINO will have a period of 24 hours since that notice in order to manage the sales closing to be effective, so it is agreed that **THE COMPANY** will accept any bookings made within that period (assuming, if so, relocation costs).

Invoices will be paid by TRAVELTINO as detailed in Appendix 2 of this contract. TRAVELTINO will not perform payment of any invoice which has not received within the 6 months following the client stay end.

In any case, TRAVELTINO may withhold payments and offset unilaterally, subsequently notifying **THE COMPANY**, the amounts owed to **THE COMPANY** for the invoices received, with the amounts owed to TRAVELTINO by **THE COMPANY**, whatever the concept, or any another entity of the business group to which **THE COMPANY** belongs, by whatever concept.

In all cases not regulated by this clause, The Parties shall refer to the corresponding annex.

7. COMMISSIONS

TRAVELTINO will charge **THE COMPANY** a commission on the total invoicing for the season covered by the contract (overriding commission) and for calendar years should the contract be extended, as set out in the corresponding annex.

THE COMPANY authorises TRAVELTINO to withhold payments in the last three months of the year or season for an amount approximately equivalent to the envisaged commission in order to offset balances. Commission will be billed by TRAVELTINO and in no case shall be subject to self-billing by **THE COMPANY**.

In any case, the overriding commission must have been paid before three months after the end of each campaign.

8. THE COMPANY'S OBLIGATIONS

1) **THE COMPANY** agrees to provide the Arrangements, made



- available via the product loading option it chose at the rates agreed in accordance with the terms and conditions of this Agreement. THE COMPANY will provide TRAVELTINO with the Hotel Confirmation Number for each booking.
- 2) In performing its obligations under this Agreement, THE COMPANY further agrees to meet the highest service standards among the sector's usual by category and destination.
 - 3) THE COMPANY will ensure the Arrangements are provided with a high level of due skill, care and diligence, and all personnel provided (whether or not employed by the Company) in connection with the provision of the Arrangements will be appropriately qualified, experienced and capable of performing competently the work or jobs for which they are employed.
 - 4) THE COMPANY will ensure that the Arrangements are and will remain throughout the period of this Agreement of a high standard, and will be clean, in full working order and safe for occupation and use by Customers, and all other third parties.
 - 5) THE COMPANY certifies that the Arrangements conform to all planning, licensing and other requirements as may be imposed on THE COMPANY of the Arrangements by national, local or other laws or regulations. The Company certifies that the Arrangements comply and will at all times comply during the validity of this Agreement with national and trade laws, regulations and codes of practice relating to hygiene, fire and the general safety and security of those using the Arrangements.
 - 6) THE COMPANY must hold (or ensure that the end supplier holds) all necessary local valid operating licenses required in respect of the Arrangements and provision thereof to tourists and shall ensure that these are maintained and remain valid throughout the term of this Agreement.
 - 7) THE COMPANY shall permit TRAVELTINO's representatives to inspect the Arrangements at any reasonable time on request.
 - 8) THE COMPANY shall advise TRAVELTINO of any intended building works, refurbishments or withdrawal of any facilities at the Arrangements, as soon as these details are known and make adequate alternative arrangements if necessary to Customers of an equal or higher standard to the Arrangements originally booked, all additional costs to be borne by the Company.
 - 9) Should THE COMPANY be unable to deliver the Arrangements booked by the Customer for any reason whatsoever, the Company shall provide alternative arrangements of equal or higher standard for the Customer. Any differences in price shall be borne by the Supplier Principal. Should THE COMPANY be unable to provide arrangements of equal or higher standard, THE COMPANY shall refund monies paid by the Customer in relation to the Arrangements, in addition to any costs incurred by the

Customer in finding alternative arrangements and shall be liable for compensation for any inconvenience experienced by the Customer.

- 10) THE COMPANY warrants that any and all information and/or descriptive matter supplied to TRAVELTINO by THE COMPANY concerning the Arrangements is accurate and that if any such information and/or descriptive matter ceases to be accurate THE COMPANY will so inform TRAVELTINO forthwith.
- 11) THE COMPANY will accept full responsibility for all hotel descriptions, information and photography relative to any accommodation to which they have loaded commercial information on TRAVELTINO's Back Office. THE COMPANY accepts full liability and agrees to indemnify TRAVELTINO for all loss, damage, liabilities, expenses and demands of whatever nature which TRAVELTINO may suffer or incur directly or indirectly as a result of incorrect accommodation descriptions, information and photography.
- 12) Contracting Services/Loading. The Company shall provide contracting resource and ensure that the Company is able to appoint subagents by the applicable third party supplier (where relevant) and the Company shall provide the contract in the format specified by TRAVELTINO.
- 13) Negotiating Support. THE COMPANY will provide TRAVELTINO's Back Office with contracts, Stop Sales, Special Offers during the term of this agreement.
- 14) Reservation Management. THE COMPANY shall provide such support as is necessary to confirm bookings of the Services, where THE COMPANY does not confirm bookings directly with TRAVELTINO.
- 15) THE COMPANY agrees to be responsible for accounting for tax and VAT where applicable. THE COMPANY accepts that failure to comply with this Clause will be a material breach of contract resulting in the suspension or revocation of all payments under this Agreement and/or the termination of this Agreement without any liability to TRAVELTINO and without prejudice to any other agreement or contract between the parties.

9. CUSTOMER SERVICE-LEVEL AGREEMENT

THE COMPANY declares to be aware that under the EU Package Travel Directive EU 2015/2302, from 01 July 2018, clients have more rights to cancel (FoC and in some cases, the whole of the package) and receive compensation for changes to their package bookings and/or service failures. Therefore, when THE COMPANY determines how it will deal

with a client, THE COMPANY should consider these rights and offer solutions/compensation accordingly.

Even if THE COMPANY does not offer a package, but only an arrangement, THE COMPANY accepts that this arrangement can be packaged by TRAVELTINO or by a TRAVELTINO client, and therefore accepts to respect in all cases the rights that the Directive EU 2015/2302, from 01 July 2018, offers to the travellers, including (but not limited to):

- The right to transfer a booking to another traveller (upon fulfilment of certain conditions).

- The right to receive compensation due to variations to the booked services and/or package holiday booking.

- The right to cancel and withdraw from the holiday before it commences (subject only to reasonable costs).

- And the right to receive compensation for a failure to properly perform the agreed services and well as for the impact the failure may have on other services.

TRAVELTINO is authorised to deal with Customer complaints, find alternative arrangements for Customers and such other similar services, on the express authorisation of THE COMPANY in order to assist Customers in order to offer an excellent level of customer service.

It is an essential requirement for TRAVELTINO that THE COMPANY offers to the Customers the following levels of service.

Any queries received will be answered according to the following time frames:



	CLIENT IN DESTINATION	CHECK IN 24 HRS	CHECK IN 25/72 HRS	CHECK IN 73 HRS / PLUS MINUS 30 DAYS
BOOKOUT	1-3 Hrs. *	12 Hrs. *	24 Hrs. *	24-72 Hrs. *
HOTEL CONFIRMATION NUMBER	1-3 Hrs. *	12 Hrs. *	24 Hrs. *	24-72 Hrs. *
AMENDMENTS	1-3 Hrs. *	12 Hrs. *	24 Hrs. *	24-72 Hrs. *
CANCELLATIONS	1-3 Hrs. *	12 Hrs. *	24 Hrs. *	24-72 Hrs. *
REQUESTS	1-3 Hrs. *	12 Hrs. *	24 Hrs. *	24-72 Hrs. *

BOOKOUT CONDITIONS:

- Try to confirm booking in the original hotel unless the client accept any alternate offered.
- Client will be able to cancel free of charge.
- Alternate should be in the same area, same or superior hotel category.
- Compensation of 30% if the alternate hotel is not in the same area, same or superior hotel category.

COMPLAINTS:

Complaints resolution could never exceed 30 days.

80% of the complaints have to be solved in 2 weeks from the moment it is registered.

INVOICE BACK:

Invoice back must be negotiated and agreed. It would not exceed 50% of the initial booking value. If the case exceed that 50% the case need to be coordinated between parties.

COMPANY PROCEDURES:

TIMETABLES:

THE COMPANY will be functional 24 hours, 7 days a week and 365 days to deliver the best services to TRAVELTINO and its clients.

PRE ARRIVAL REQUESTS:

a. INFORMATION, SPECIAL REQUESTS AND/OR AMENDMENTS

TRAVELTINO can autonomously use the XML/Web for these queries, nevertheless could contact THE COMPANY in these circumstances:

- TRAVELTINO's client cannot find what they need on the web.
- TRAVELTINO has an existing booking but TRAVELTINO needs to modify it and it is not possible to carry out this amendment on the web and/or TRAVELTINO or TRAVELTINO's client requires information that cannot be found on the web.
- Customer requests transfer of their booking to another traveler

Any queries received will be answered according the following time frames:

- Similar time zone destinations (GMT, GMT+3): All amendments will be answered in full within 24-48 hours.
- Different time zone destinations: All amendments will be answered in full within 48-72 hours.
- Transfer requests (along with reasonable conditions and charges) shall be answered within maximum 72 hours.

SPECIAL REQUESTS:

When a client need to make a special request related with an already existing booking will proceed to request it through the XML/web or by direct communication to THE COMPANY's team.

Following request are considered "SPECIAL REQUESTS":

- Smoking room, non-smoking room
- Late Arrival
- Ground floor
- Except Ground floor
- Honeymoon
- Adjacent rooms
- Client without voucher

- Rooms for Disabled guests.
- Pets
- Confirmation of Double or Twin beds
- Cots
- Late Check in

Serious effort will make by THE COMPANY office for the above special request and will inform TRAVELTINO once it is resolved.

CHANGE OF FACILITIES:

In case that THE COMPANY has any hotel facility being closed, or in case that suppliers inform THE COMPANY about any hotel facility being closed, in renovation, unavailable, etc. THE COMPANY will inform TRAVELTINO as soon as possible. TRAVELTINO and/or TRAVELTINO's client will be able to:

- Modify the booking.
- Cancel the booking free of charges.
- Maintain the booking as per original.
- Discount for a new booking.

RECONFIRMATIONS:

THE COMPANY will reconfirm all the bookings requested by TRAVELTINO with the hotel and will share the hotel's confirmation number with TRAVELTINO as per the time frame mentioned in the table above.

b. CANCELLATIONS

The client must always proceed to cancel through the web/XML. Should any technical issues occurs, then TRAVELTINO can contact THE COMPANY office for the assistance.

For any reason before the start of the booking, the customer shall have the right to cancel bookings. When doing so, THE COMPANY agrees to:

- Within 48 hours confirm that the relevant customer booking has been cancelled.
- Refund/credit the cost of the booking minus any agreed cancellation fees to TRAVELTINO.

Customer may, as a result of Unavoidable and Extraordinary Circumstances (as defined in the Package Travel Directive), also cancel FoC the booking before commencement. In such circumstances, THE COMPANY agrees to:

- Within 48 hours confirm that the relevant customer booking has been cancelled.



- Within 72 refund/credit the full cost of the booking to TRAVELTINO without applying any cancellation fees.

c. RELOCATION PRE-ARRIVAL:

A situation in which the property changes after the confirmation of the booking might occur in some certain circumstances. When it becomes clear that no option of reconfirmation in the original hotel is possible and the book-out becomes a fact, the client will be notified by THE COMPANY immediately normally by e-mail. If the client does not reply to the email within 24 hours, the Reservations department of THE COMPANY will be calling the client to verify that our message has been received and read. The time frame will be as per the table above.

In all cases, THE COMPANY shall inform TRAVELTINO about any relocation as soon as the service supplier advises THE COMPANY about such relocation and within a maximum 24 hours. TRAVELTINO should be informed with a minimum of 72 hours prior to the client's arrival in resort when possible.

However, in case of circumstances beyond THE COMPANY's control, such as not being informed by the supplier until the day prior to the client's arrival or on arrival day, the relocation will be notified accordingly to the TRAVELTINO, trying to avoid these cases to a maximum of 0.5% in any 3-month rolling period. Ratio calculated on bookings made that month vs bookings relocated in that same month.

A relocation is defined as any booking which cannot stay in its original hotel for any period and for any reason at all.

As a standard practice, reallocated customers will be offered at least one alternative (two when possible), which will have these minimum or higher like-for-like characteristics respective the original accommodation:

- same area
- same category
- same room type
- same board/meal plan o same facilities

If the customer finds their own alternative accommodation:

- If this alternative has a more expensive price, TRAVELTINO must inform THE COMPANY about this.
- Should THE COMPANY agree with the alternative accommodation found by TRAVELTINO's customer, THE COMPANY shall confirm (by email) that they will settle the price difference. Should THE COMPANY not agree, THE

COMPANY must set out in writing the reasons for the refusal and will be liable for any subsequent customer claim.

THE COMPANY will work with this guideline of 2 options to process any case of relocation:

Option 1. Relocation:

- Upgrade or superior category: Compensation up to 25% refund.
- Similar hotel: Compensation up to 35% refund.
- Similar hotel but not the same category or not the same area: Compensation up to 50% refund.
- Similar hotel but not the same category and not the same area: Compensation up to 75% refund.

Option 2: Cancel and Re-book

The client can cancel without charges and re-book a new hotel of his own choice. The new booking may be booked with THE COMPANY or any other supplier (submitting invoice).

In both options, THE COMPANY will attend to the following conditions:

- Identical hotel category or higher if possible and practical at the time Same Resort Area as original booking.
- Maximum cost assumed by THE COMPANY: Up to 175% of the value of the original booking (100% full refund + 75%), plus any non-refundable costs such as flights.

In all these cases, customers have the right to cancel their whole holiday if they so choose. Therefore, it is imperative that alternative hotels offered are comparable and compensation is also offered to ensure customer does not cancel.

If a customer cancels their holiday due to accommodation issues, THE COMPANY will be liable to refund all customer's other travel elements including flights and all other ancillary products on the booking. TRAVELTINO will endeavour to minimise any loss.

In those cases where the reconfirmation is not possible, the alternative offered by THE COMPANY should be the BEST AVAILABLE OPTION.

Definition of "BEST AVAILABLE OPTION":

- Same or superior category.
- Same destination or area.
- Same or superior room type.
- Same or superior meal plan.

There will be always an alternative of relocation confirmed until client's

check in date, in case guests do not accept the alternative the booking can be cancelled free of charges.

In case that a massive relocation arises there will be special communication between THE COMPANY and TRAVELTINO in order to agree the best way to proceed.

ON SPOT INCIDENTS:

Where the accommodation has been supplied by THE COMPANY, if THE COMPANY is contacted by phone and/or email should respond within a maximum of 30 minutes. Where the accommodation has not been supplied by THE COMPANY, if THE COMPANY is contacted by phone and/or email should respond within a maximum of 2 hours.

THE COMPANY is responsible for obtaining an incident report from the hotelier and forwarding this to TRAVELTINO within 48 hours of the incident having taken place.

THE COMPANY will provide a contact list and escalation procedure for all enquiries/incidents.

THE COMPANY will be operational 365 days per year and 24 hours per day for emergency situations and have the faculty to provide solutions and take necessary decisions.

With on the spot incidents, the final client will be able to communicate through TRAVELTINO to THE COMPANY.

If TRAVELTINO client arrives to the destination and, due to any incident, the client cannot be accommodated:

- THE COMPANY shall endeavour to provide accommodation in the original accommodation whenever possible, or offer a relocation in accordance to the original accommodation booked with these minimum or higher like-for-like characteristics:

o same area

o same category

o same room type

o same board/meal plan o same facilities

- Customers can accept the relocation offered by THE COMPANY, cancel their holiday without any fee (THE COMPANY will then be responsible/liable for flight costs) or, upon agreement with THE COMPANY, find their own alternative of the same or superior standard / rate. THE COMPANY should confirm in advance if it agrees with the alternative found by the final client. If the customer is



reallocated into a superior accommodation at an additional charge (sourced either by THE COMPANY or the customer with THE COMPANY' agreement) THE COMPANY or the service supplier will pay the difference in cost plus up to 75% compensation (Depending who was the originator of the problem).

- Additionally, THE COMPANY will be liable for transfers as well as phone calls to TRAVELTINO incurred by the change, upon receiving the corresponding receipts/complaint. Any other expense should be communicated by TRAVELTINO to THE COMPANY and must be agreed on by both parts. TRAVELTINO will not confirm any additional expense to the final customer until they have THE COMPANY confirmation where practical, however THE COMPANY will be responsible for any customer claim.
- THE COMPANY will be responsible for any customer claim arising out of the Customer not being accommodated in the original accommodation booked, or in connection with its failure to assist the TRAVELTINO customer in finding alternative accommodation, in accordance with the provisions of the agency agreement. See below for more information on customer claims.
- THE COMPANY agrees to work with, assist and carry out actions which will enable TRAVELTINO to resolve such claims with its customers:

Option 1: Relocation / Compensation:
 Upgrade or superior category: Up to 35% refund
 Similar hotel: Up to 50% refund
 Similar standard hotel but not the same category or not the same area: Up to 60% refund
 Lower standard hotel, not the same area or facilities available: Up to 100% refund

Option 2: Cancel and Re-book

The client can cancel without charges and re-book a new hotel of his own choice. The new booking may be booked with THE COMPANY or any other Supplier (submitting invoice).

Conditions:

Identical hotel category/facilities or upgrade if possible and practical at the time

Same Area/Resort as original if possible and practical at the time

Maximum cost assumed by THE COMPANY: Up to 200% of the value of the original booking (100% full refund + 100%), plus any non-refundable costs such as flights.

In case the client does NOT accept any of the alternative accommodation options offered in the first place (whether Before

Arrival or On the Spot) the following options the booking can be cancelled free of charges.

Customers have the right to cancel their whole holiday if a suitable alternative is not offered. Therefore, it is imperative that alternative hotels offered are comparable and compensation is also offered to ensure customer does not cancel.

If a customer cancels their holiday due to accommodation issues, THE COMPANY will also be liable to refund all the customer's other travel elements including flights and all other ancillary products on the Customer's booking.

If an error is detected in the Property description or other content provided by THE COMPANY:

- THE COMPANY will follow all necessary steps to rectify the error:
 - THE COMPANY shall offer suitable compensation on the spot, confirming the original accommodation conditions.
 - OR THE COMPANY shall offer a relocation according the original one (In Accordance with the previous procedure explained above) if the original accommodation is not acceptable for the TRAVELTINO clients

If TRAVELTINO client arrives at the Property and is not satisfied with the selected accommodation (in this case Property description is correct) and only if the client's complaints are deemed to be reasonable:

- THE COMPANY will process TRAVELTINO's request (for their customer), and do its best endeavours to satisfy or relocate the customer into a more suitable accommodation. However, the customer will probably need to stay at the original accommodation booked for the first night (maximum 3 nights) to avoid cancellation costs for both TRAVELTINO and THE COMPANY.
- Alternative accommodation sourced by THE COMPANY will be similar or superior in standard to the original booking. Should the alternative accommodation found be of lower cost than the original booking, THE COMPANY will refund the customer for the price difference.
- THE COMPANY will assume any additional costs if appropriate.
- Client has no right to claim compensation or expenses arising from the reallocation unless complaints are justified.

If TRAVELTINO clients arrive to the Property and are not satisfied with the selected accommodation because they consider it in substandard conditions (for example: unclean or in poor repair)

- THE COMPANY will acknowledge and process the TRAVELTINO's request of the customer and will do its utmost to solve the problem as soon as possible. THE COMPANY will contact the Property to check the issue and find a solution (for example: change the room, clean the room again).
- If the problem is not solved with the Property, and it can be shown

that TRAVELTINO's client is right, THE COMPANY will relocate TRAVELTINO's client into a more suitable accommodation at no additional cost or expense to client. However, there could be the case in which the customer will probably need to stay at the original accommodation booked for the first night (maximum 3 nights) to avoid cancellation costs for both TRAVELTINO and THE COMPANY.

- Client may have right to claim further compensation or expenses arising from the reallocation and THE COMPANY agrees that it shall reimburse the Customer for such claims.

TRAVELTINO can also work out the alternative in the same time and if in case THE COMPANY unable to provide the resolution in the set time frame (as stated in the table above) than TRAVELTINO can go ahead with the alternate under THE COMPANY' confirmation and debit the net cost to THE COMPANY at any rate that does not surpass the original booking's value by more than 50%.

OVERBOOKINGS:

1. No more than 0.25% of all bookings to be involved in overbookings in any rolling 4 month period.
2. Bookings made through TRAVELTINO to be safeguarded in all cases from overbooking.
3. TRAVELTINO to be advised by THE COMPANY with maximum possible anticipation in the case of any overbooking. TRAVELTINO's Customer Service Centre shall be informed at least forty-eight (48) working hours before the client's arrival.
4. If a hotel change is required as a result of an overbooking, alternative hotels must be a minimum of the same or better category, same resort, similar facilities, same or better room type and same board basis. All hotels offered must have a valid Health & Safety Audit. Under no circumstances must customers be moved into a property without a valid H&S audit. **THE COMPANY** should carry out said relocation within 1 to 4 hours. In no event shall TRAVELTINO assume any resulting price difference or additional expense.
5. Where flights have to be cancelled as a direct result of an accommodation overbooking (including hotel closures), THE COMPANY is responsible for refunding the cost of the flights.

COMPLAINTS:

Any queries received from TRAVELTINO will be answered according to time frame in the table above.



The Accommodation Complaint Ratio should remain below 1%. This Ratio is calculated as follows: "Total number of COMPANY provided Accommodation complaints received" divided by "Total number of accommodation bookings made by TRAVELTINO with THE COMPANY". Any Accommodation with more than 3 complaints in anyone rolling month period will be considered for exclusion from TRAVELTINO programme.

OTHER POST TRAVEL QUERIES:

TRAVELTINO could contact THE COMPANY for these most frequent queries:

- TRAVELTINO clients have a complaint about some of the services offered.

Any queries received will be answered according the following time frames:

- Similar time zone destinations (GMT, GMT+3): All complaints shall be Acknowledged within 24 hours answered within 10 working days and 3 working days for double charges.
- Different time zone destinations: All complaints shall be answered within 14 working days and 4 days for double-charges.
- To expedite handling of complaints THE COMPANY's unique reference number must be included in the subject line. This will create an internal case number that will facilitate tracking of the issue.

If no answer has been sent to the client in 20 working days (Similar time zone destinations) or 28 working days (Different time zone destinations), the compensation requested/assessed by TRAVELTINO will be applied and recovered from THE COMPANY.

Where appropriate [minor complaints, repeat complaints, confirmed issues or reasonable refunds of expenses incurred etc], the parties agree that TRAVELTINO will at firstly try to resolve/close the complaint with a reasonable offer of compensation on behalf of THE COMPANY. Such compensations will be reviewed with THE COMPANY every 6 months.

CANCELLATIONS DUE TO FORCE MAJEURE/ UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES:

Unavoidable and Extraordinary circumstances (as defined in the Package Travel Directive), shall be taken to include ATC Strikes, significant delays, significant risks to risks to human health, poor weather conditions, warfare or other security issues such as terrorist attacks and any other unforeseen event at the destination or within its immediate vicinity which prevents the service provider or TRAVELTINO from performing any obligation owed to the customer under the relevant booking.

Before travel:

In the case of Unavoidable and Extraordinary Circumstances, TRAVELTINO may contact THE COMPANY to request to waive all booking charges in the case of where customers being unable to travel.

In this instance, TRAVELTINO request that all bookings once notified to THE COMPANY are cancelled without charges, including any NRF products.

During holiday:

If, in the case of Unavoidable and Extraordinary Circumstances, the TRAVELTINO customer is unable to return to their place of departure as agreed in the package contract, THE COMPANY will:

- Within 2 hours inform TRAVELTINO of the circumstances in question and how many TRAVELTINO customers are affected.
- Provide accommodation without additional charge to TRAVELTINO or the TRAVELTINO customer until they are able to return to their place of departure.
- Within 6 hours of the circumstances in question, inform TRAVELTINO of the details of the accommodation arrangements made for each affected TRAVELTINO customer.

LEGAL CLAIMS:

TRAVELTINO may contact THE COMPANY in relation to any (alleged or

otherwise) legal or regulatory claim arising from for example (but not limited to):

- failure to supply or accommodation to TRAVELTINO customers as agreed;
- failure to satisfactorily resolve any issues raises by TRAVELTINO customers;
- lack of conformity with the booking contract or any failure to properly perform the booking contract;

Such claims shall be dealt with as a priority in the following manner:

Any complaints, claims or queries received will be answered according the following time frames:

- Similar time zone destinations (GMT, GMT+3): All claims shall be Acknowledged within 24 hours and answered within 15 working days.
- Different time zone destinations: All complaints shall be Acknowledged within 48 hours and answered within 20 working days.
- In order to expedite handling of complaints THE COMPANY's unique reference number must be included in the subject line and relevant copy documents attached (if possible). This will create an internal case number that will facilitate tracking of the issue.

If no answer has been sent to the client within 25 working days (Similar time zone destinations) or 30 working days (Different time zone destinations), the compensation requested/assessed by TRAVELTINO will be applied and recovered from THE COMPANY.

Where appropriate [minor complaints, repeat complaints, confirmed issues or reasonable refunds of expenses incurred etc], the parties agree that TRAVELTINO will at firstly try to resolve/close the complaint with a reasonable offer of compensation on behalf of THE COMPANY.

THE COMPANY's assistance in resolving the claim

THE COMPANY shall use its best endeavours to assist TRAVELTINO in responding to any claim and shall, when requested, provide all relevant



documentation, records and any other such information required by TRAVELTINO to assess, understand and respond to the customer's claim.

Such information shall be provided no later than 30 days after the request has been made to THE COMPANY by TRAVELTINO.

Such information shall be provided to TRAVELTINO without charge.

ESCALATION OF LEGAL CLAIMS

TRAVELTINO may at any time request that a legal complaint be escalated to THE COMPANY's Legal or Insurance Department. Such escalation shall be confirmed within 48 hours of request and Acknowledged by the relevant THE COMPANY Department within 5 working days.

If an escalation is not answered within a further 25 working days, TRAVELTINO, may settle the claim and recover the cost from THE COMPANY.

10. GUARANTEES:

THE COMPANY guarantees TRAVELTINO that it has the requisite opening permits for each of its establishments, disposes of proper fire precautions and fire-fighting equipment, and meets all other administrative regulations. THE COMPANY shall bear sole liability for any infractions it may commit. **THE COMPANY** undertakes to provide the services under this contract:

- To the highest quality standards applicable to the market in question, and with due diligence and care;
- In strict compliance with all regulations and requirements imposed by any authority in the country in which the hotels are sited. In particular, **THE COMPANY** shall do its utmost to ensure that its rooms, facilities and other services fully comply with the local rules and regulations governing Health and Safety, hygiene, the safety of pools and the general safety of hotel guests. This shall include all applicable EU Directives and Regulations.
- **THE COMPANY** shall submit documentary proof of compliance with said rules and regulations should TRAVELTINO so require.

THE COMPANY warrants that it has taken out a public liability insurance policy for harm to persons and goods and that said policy covers all the risks arising from the Arrangements. **THE COMPANY** will use its commercially reasonable endeavors to ensure that all Products carry insurance with reputable companies of such sort and in such amount as requested by their respective domestic laws and regulations, which insurances shall at all times comply, at least, with the following:

- a) the minimum standards established for the relevant type of activity under European Union rules; and
- b) insurance against fire and such other risks as are usually covered in the country in which the Product is situated by a owner's or leaseholder's comprehensive policy - such cover being to the full reinstatement value of the Product to include professional fees, site clearance and debris removal; and
- c) all third party risks including (but not limited to) any liability for damages for the death, injury or illness of the clients, employees, agents, sub-contractors or any liability; and
- d) such other insurance and amounts as is reasonably advisable for protection against claims, liabilities, and losses arising out of or connected with the management or ownership of the Product and the Arrangements; and **THE COMPANY** shall on demand provide a copy of all insurance policies to **TRAVELTINO's** representatives together with a copy of the receipt for the payment of the current insurance premium, and **TRAVELTINO** shall be entitled to keep copies of these documents.

THE COMPANY warrants that the establishments taking reservations will provide TRAVELTINO's customers with the services corresponding to their reservation and voucher.

If, exceptionally, **THE COMPANY** does not respect the agreed reservation, it shall accommodate customers in a similar or a superior category of hotel. In such case, TRAVELTINO shall be notified of the change and any difference in price shall be wholly borne by **THE COMPANY**. If any indemnities are payable, THE COMPANY shall authorise TRAVELTINO to offset any such sums through its invoicing.

In the event that a fault or other cause means that rooms reserved

through TRAVELTINO are unavailable, **THE COMPANY** shall provide TRAVELTINO with accommodation of an equal or higher category in the same area. Accordingly, **THE COMPANY** expressly assumes the whole cost of such changes and alterations, authorising TRAVELTINO to offset said amounts through its invoicing.

THE COMPANY undertakes to deal with customer complaints when these are made in writing and to contact TRAVELTINO with a view to giving customer a response within 15 days. Otherwise, by default THE COMPANY shall accept the solution TRAVELTINO may negotiate with affected customers. In such case, THE COMPANY shall authorise TRAVELTINO to offset any expenses so incurred against invoices.

11. HEALTH & SAFETY:

1 . **THE COMPANY** shall, and shall procure that its directors, agents, sub-contractors, any Company Personnel shall, adhere to any and all applicable Health and Safety legislation and maintain the highest possible standards in accordance with Good Industry Practices and the requirements of this document.

THE COMPANY shall provide each year to TRAVELTINO a copy of its Safety Management System (SMS). The personnel responsible for any aspect of the SMS will be provided with training commensurate with their roles, and a training matrix will be added to the SMS documentation.

TRAVELTINO is given full permission to review and audit the SMS of THE COMPANY at any time, or to send in a third party auditor to ensure that THE COMPANY's SMS is being carried out fully and correctly. THE COMPANY will agree to implement any changes to its system recommended by each audit. The audit will include an assessment of progress towards the standards as outlined from time to time.

Specifically, the SMS must detail the process carried out to audit properties including which Company is used (in the case that a third party system is employed by THE COMPANY), a copy of the audit itself and the grading mechanism must be provided. Details must be provided of the lifespan of Audits according to their grading and evidence to demonstrate that audits are renewed on an ongoing basis prior to their expiration.



Every establishment offered must have a complete and valid (in date) Health & Safety Audit, and must have a grading which classes the hotel as acceptable to use according to the category of the hotel and the standards of both the country in which the hotel is located and those of the country of origin of the Customers.

TRAVELTINO reserve the right to maintain a copy, or have direct access to, any audit, for any establishment being offered for by THE COMPANY through TRAVELTINO, at any point and for whatever reason.

TRAVELTINO reserve the right to remove any hotel from the reservations platform, at any point, temporarily or permanently, in the event that there are any concerns over any issue related to Health & Safety at the property. THE COMPANY must provide a valid replacement (at no additional cost, charge or expense) of the hotels on sale that have been removed from sales due to concerns over Health & Safety issues. The replacement must be of a standard and quality equivalent or better than the Hotel which it replaces and in the same area.

THE COMPANY is to provide TRAVELTINO with a Health & Safety contact within the organization who will be responsible for responding to all queries related to Health & Safety of the accommodation provided.

Quarterly Health & Safety meetings/conference calls are to be held between THE COMPANY and TRAVELTINO to review incidents, processes, audits or any other related topic. More frequent meetings/calls may take place if required.

In addition to the above, the COMPANY warrants and undertakes that it shall:

- A) ensure that the Customers are protected from all reasonable and foreseeable hazards relating to all aspects of the hotel's operations, including but not restricted to hazards associated with food poisoning, airborne and waterborne illnesses, fire safety, gas (carbon monoxide), balconies, electrical standards and hazards associated with swimming pools and other leisure facilities including those specifically for use by children.

- B) ensure that open access to all emergency escape routes and exits are checked frequently, that a monthly fire alarm test as well as a fire drill at least once per season is successfully carried out by a competent person and that the results are recorded in writing; and

- C) whenever the COMPANY runs children's clubs, whether directly or indirectly, it agrees to ensure the safety of children and implement regular safety checks and to meet TRAVELTINO's standards for children's clubs which are based on the ABTA's Guidelines.

2. The COMPANY agrees to implement and maintain a management system for food and water hygiene in the Hotels/Accommodations based on the principles of HACCP (Hazard Analysis Critical Control Points), as laid down in the EU Directive (852/2004), including measures to prevent the presence of Legionella and Cryptosporidium. The HACCP plan is based on the following seven principles:

- A) Conduct a hazard analysis, i.e. identify any physical, chemical or bacteriological hazards to food safety that must be prevented, eliminated or reduced to acceptable levels;
- B) Determine the critical control points (CCPs), i.e. identify these points at the step or steps at which control is essential;
- C) Establish critical limits for these control points i.e maximum and/or minimum values to which a biological, chemical, or physical parameters must be controlled
- D) Establish and implement effective monitoring procedures at CCPs;
- E) Establish corrective actions when monitoring indicates that a CCP is not under control;
- F) Implement own-check procedures to verify whether the measures adopted are working effectively; and
- G) Keep records to demonstrate the effective application of these measures and to facilitate official controls by the competent authority.

In the event that a Hotel's/Accommodation's HACCP system is not performing adequately, TRAVELTINO will ask THE COMPANY to use an alternative HACCP system which the COMPANY will implement at its own cost.

- 3. The COMPANY agrees to take all measures to prevent the presence of Legionella according to ECDC (European Centre for Disease Prevention and Control) European Legionnaires'

Disease Surveillance Network (ELDSNet) guidance, including the 15 point checklist. Special attention is needed for the following areas;

- A) Showers and taps
- B) Spa baths and whirlpool baths
- C) Turkish baths and saunas
- D) Cooling towers and evaporative condensers, even if situated on the roof or in the grounds
- E) 'Wet' Fire systems (hoses, risers, sprinklers)
- F) Garden irrigation systems
- G) Ornamental fountains, particularly indoors
- H) Humidified food displays

Detailed guidance can be found at; <http://ecdc.europa.eu/en/publications/publications/1202-ted-eldsnet-operating-procedures.pdf>

- 4. The COMPANY warrants specifically in relation to pool safety to:

- A) have available all the authorisations, permission and concessions required by local law (altogether referred to as "Certification") for setting up and operating swimming pools and water baths as well as water slides and any other water-based entertainment and/or therapeutic facilities (all together referred to as "Swimming Facilities") which are located at the Hotel; and
- B) that the Swimming Facilities, insofar as local law prescribes, have been structurally approved and that the COMPANY is in possession of a corresponding certificate of conformity or similar.

- 5. The COMPANY undertakes to:

- A) inform TRAVELTINO or its Representative in writing and without delay and unsolicited in the event of any Certification mentioned in paragraph 4 above being discontinued or restricted in any way as well as of any changes that are of consequence in this connection;
- B) to provide TRAVELTINO or its Representative on demand the originals of the Certification (for inspection at the Hotel) or a copy of the Certification plus an officially attested translation; the same applies to any certificate of conformity mentioned in paragraph 4;
- C) to ensure the safety of pools and in particular of any suction

<p>filter and pump equipment by having at least two suction outlets per pump circuit. If there is only one outlet per pump circuit it has to be ensured that the flow rate at all times is 0.3m/s or less (in the hole cross-section) and that even with complete coverage of the grid no dangerous vacuum may occur. E.g. this could be safeguarded by a flow-switch. All suction outlets located under water are covered by suitable grates, which are secured by at least four screws. The mesh of these grates is so small that a child's finger cannot pass through (max. 8 mm);</p> <p>D) to check daily the operating safety of the Swimming Facilities including all the pools and water baths as well as in particular the cover of any suction, filter and pump equipment located under water, to document the checks in writing and to remedy any defects without delay. This check can take place during the water analysis which is to be done on a daily basis;</p> <p>E) to prepare written emergency instruction for the staff which also describe the measures that need to be taken to immediately switch off all the pumps;</p> <p>F) to hand over to the Company or its Representative on demand and without delay the appropriate documents on the performance of checks and the removal of defects in accordance with paragraph 5D as well as the emergency instructions in accordance with paragraph 5E.</p>		
<p>6. The COMPANY shall not at any time accommodate any customer or staff member of TRAVELTINO's in a Hotel/Accommodation or part of the same that shall contain an individual internal gas-fired water-heating appliance. Further, the COMPANY acknowledges that where a gas water heater exists, regardless of type or location, if according to TRAVELTINO's consultants, the appliance is located such that there is a risk of carbon monoxide entering the principal habitation area then the COMPANY shall treat these as "internal" appliances.</p>		
<p>7. If at any time during the Term, in the reasonable opinion of TRAVELTINO and in relation to TRAVELTINO's health & safety requirements as per this addendum, a Hotel/Accommodation becomes unsafe or the COMPANY is in breach of its obligations under this clause, TRAVELTINO shall be entitled to remove any or all of its Customers from the respective Hotel/Accommodation without any obligation to pay the COMPANY and Charges for the period that any of its Customers are unable to occupy the</p>	<p>8. Questionnaire and Inspections: The COMPANY will ensure that an on-line health and safety self-assessment questionnaire based on the ABTA's Guidelines is completed on request, accurately, by a competent and suitably knowledgeable person (for which purposes that person shall consult with other competent employees if necessary), within the timescales required by the TRAVELTINO. If the COMPANY fails to complete the questionnaire, within the timescales or in part or at all, a full physical health and safety audit of the respective Hotel/Accommodation will be commissioned by the TRAVELTINO. TRAVELTINO reserve the right to seek full reimbursement of all reasonable costs incurred as a result of this Health and Safety physical audit – the cost will not exceed £1,500 (GBP). Further, if the COMPANY fails to complete the on-line health and safety self-assessment or TRAVELTINO is unable to award the COMPANY a satisfactory health and safety report for whatever reason, TRAVELTINO shall have the option to either set new timescales for the granting of such a report or will treat such non-compliance as a Material Breach of this Agreement.</p> <p>9. Even if the COMPANY shall have completed an on-line Health and Safety self-assessment questionnaire within the timescales required by the TRAVELTINO, the COMPANY agrees to permit any one or more safety or hygiene consultant or qualified member of staff appointed by TRAVELTINO to carry out any survey, inspection, audit or risk assessment for or on behalf of a TRAVELTINO at the Hotel/Accommodation in question in relation to health and safety at any time without notice.</p> <p>10. The COMPANY shall cooperate fully with any inspection pursuant to paragraph 9 of this clause and provide access to all parts of Hotels/Accommodations including parts not normally accessible to Customers. Further, TRAVELTINO may at any time inspect and take copies of all certificates, licenses, consents, permits, reports and other documents which the COMPANY is holding relating to or resulting from the same, including those produced by a third party in</p>	<p>relation to health and safety.</p> <p>11. To the extent that the surveys, inspections our audits identify any risks or dangers unacceptable to TRAVELTINO the COMPANY shall at its own cost comply with all specific requirements and advice of such surveys, inspections or reports and such risk or dangers shall be remedied by the COMPANY immediately in consultation with TRAVELTINO.</p> <p>12. If following such an inspection the Health and Safety on-line questionnaire is found to be materially false or inaccurate, the COMPANY acknowledges that annual Health and Safety audits shall be carried out by a consultant or member of qualified staff appointed by TRAVELTINO until such time that TRAVELTINO, in its sole discretion, decides that the COMPANY shall again be permitted to carry out Health and Safety on-line self-assessments. The COMPANY agrees to indemnify TRAVELTINO from the cost of all such Health and Safety inspections until such time as Health and Safety on-line self-assessment is permitted.</p> <p>13. The COMPANY agrees to promptly implement, by the commencement of or prior to each Season, all recommendations as to health and safety that have been determined as being critical by TRAVELTINO and its appointed advisers and to address all other recommendations as soon as possible following a health and safety audit by TRAVELTINO or its appointed health and safety consultants. It is agreed that the recommendations must be completed in accordance with the timescales set by the TRAVELTINO. If the COMPANY does not comply with the specified timescales, TRAVELTINO shall have the option to either set new timescales or treat such non-compliance as a Material Breach of the Agreement.</p> <p>14. When applicable, THE COMPANY shall procure that the Principal complies with all obligations of this clause, and it will be responsible for that before TRAVELTINO.</p> <p>15. THE COMPANY agrees to fully and effectively indemnify TRAVELTINO and to keep TRAVELTINO fully and effectively indemnified against any and all direct or indirect damages, compensation, claims, liabilities, penalties, fines, expenses (including legal expenses), actions, proceedings, demands and losses of whatever nature it incurs, directly or indirectly arising out of or in connection with the Agreement, this agreement, the Travel Products or the supply (or failure to</p>



- 15.1. supply) the Travel Products, including but not limited to: any acts, omissions, failures or breach or alleged breach of the terms of the Agreement or this agreement by THE COMPANY, its servants, agents, employees or persons instructed by THE COMPANY to provide any aspect of the Travel Products or services relating to the supply of the Travel Products; and
- 15.2. any non-compliance by THE COMPANY or any third party used by THE COMPANY with any relevant laws, codes of practice and/or regulations of any relevant authority; or any guidelines relating to customer health, safety and welfare as stipulated by TRAVELTINO to THE COMPANY from time to time.

In particular THE COMPANY shall indemnify TRAVELTINO against:

- a) any costs, expenses of whatever nature TRAVELTINO incur in investigating any incidents involving personal injury or death of any Customer;
- b) any sum which TRAVELTINO may have to pay the Customers in connection with any act or omission on the part of THE COMPANY or breach of the Agreement or this agreement by THE COMPANY whether such sums are ordered to be paid by a court, tribunal of competent jurisdiction or such sums decided as appropriate by TRAVELTINO in its absolute discretion to resolve a complaint at any stage by a Customer.

The provisions of Clause 11.15 shall remain in full force and effect notwithstanding the expiry of the term or earlier termination of the Agreement or this agreement (howsoever arising).

- 16 If THE COMPANY is a provider of Arrangements whose principal is a third party, THE COMPANY shall throughout the term of the Agreement and this agreement, maintain at all times (at its own cost) a comprehensive insurance policy, including but not limited to professional indemnity insurance, public liability insurance having minimum sums insured of not less than €7 million for any one incident or series of incidents arising from one event and in respect of any liability which it may incur towards TRAVELTINO, any of its Customers or any other third party for each and every claim against any damages, liabilities, claims and costs from any of the causes, events or circumstances referred to in

this clause and/or as a consequence, directly or indirectly, of any action that THE COMPANY or the principal takes or omits to take in the performance of this agreement or the Agreement.

THE COMPANY shall provide TRAVELTINO with copies of the insurance policies, before the commencement of this agreement, and anytime after the commencement of this agreement if required. THE COMPANY warrants that all such policies are up-to-date and comply with the applicable national, local, trade and other laws and regulations. THE COMPANY shall provide translations if required at the expense of THE COMPANY. THE COMPANY shall notify TRAVELTINO immediately of any changes to such insurance policies and shall provide updated copies of any relevant certificates or documentation.

12. CONTRACT TERMINATION

1. Either of The Parties may prematurely terminate this Contract at any time, without being obliged to give reasons for doing so. The Party rescinding the Contract must give the other Party at least thirty (30) days' written notice before the date on which termination is to take effect.

2. Each party may prematurely terminate the Contract with immediate effect, by written notice to the other Party, in the following cases:

A. If the other party commits a breach of any of the contractual obligations set out in this document, and the breach (if capable of remedy) is not remedied within fourteen (14) days of receiving written notice to do so by the other party. Such Breach of Contract shall result in the non-breaching party rescinding this Contract and its annexes, and making a demand for damages should these arise.

B. Should **THE COMPANY** have any debts or other circumstances that TRAVELTINO may deem as threatening THE COMPANY's solvency.

Said rescission may be sent by email to either the address the Parties commonly use to exchange information on Contract implementation or to the email addresses of the Contract signatories.

3. Rescission of this Agreement for whatever reason shall not

extinguish the Contracting Parties' obligations incurred prior to termination of the agreement nor shall it relieve the Parties of fulfilling those obligations, the nature of which extends beyond termination, unless otherwise provided for in this Contract.

13. FORCE MAJEURE

In the event of a strike, **THE COMPANY** shall not be held liable but shall do its utmost to reduce the inconvenience to customers. Any extra expenses arising from the strike will be billed to **THE COMPANY** at cost price. **THE COMPANY** will not make any extra charge without TRAVELTINO's prior written consent.

Neither party shall be liable to the other for any failure arising from force majeure, war, strike, industrial closure, fire, flood, drought, storm, hurricane or other event beyond the reasonable control of either party.

If either party is affected by force majeure, it shall immediately notify the other party in writing, giving details of the circumstances constituting force majeure and keeping the other party informed of any relevant changes in the situation. The party affected by force majeure shall take all reasonable steps to minimise its impact on the performance of its obligations under this Contract.

14. LIABILITY

Nothing in this Contract shall exclude or limit either Party's liability for:

a) Death or personal injury resulting from its negligence or that of its agents, sub-contractors, employees, or Third Parties providing services regulated under this Contract;

b) Fraud or fraudulent misrepresentation;

c) Any other liability that the Law does not allow to be excluded or limited.

Each Party agrees to arrange an insurance policy providing adequate coverage of the risks posed by its respective obligations under this Contract.



THE COMPANY shall indemnify and hold TRAVELTINO (including its authorised persons) harmless throughout the term of the Contract in respect of all claims arising directly or indirectly as a result of:

- a) any breach of the contractual terms or conditions;
- b) any property damage, death, illness or personal injury arising from any fault or defect in the PRODUCT (including areas surrounding the hotel, such as swimming pools) or as a result of the negligence of the other Party (including its employees, agents representatives and sub-contractors).

Once **THE COMPANY** is notified of a claim and/or lawsuit against TRAVELTINO, **THE COMPANY** shall immediately notify its insurers of the claim and ensure it receives a receipt of said notification, a copy of which it shall send to TRAVELTINO if so requested.

If **THE COMPANY** is aware of a possible claim (against TRAVELTINO), **THE COMPANY** shall:

- a) give notice to TRAVELTINO (as soon as reasonably practicable), detailing the potential claim;
- b) not admit liability or settle any matter without the prior written consent of TRAVELTINO;
- c) allow TRAVELTINO to take sole direction of the matter; and
- d) provide any support to TRAVELTINO that may be required at all times with respect to any claim.

If the claim is filed against **THE COMPANY**, TRAVELTINO may allow **THE COMPANY** to assume sole direction of the proceedings.

15. OFFSETS

Both parties are entitled to offset credits and debits between them without having to notify the other Party of said offsets either beforehand or afterwards. Solely for illustrative purposes, items that may be offset include but are not confined to: (1) provisions for claims made by end-customers of the Product acquired from **THE COMPANY**; (2) accrued commission up to that point and the outstanding balances

arising from TRAVELTINO's contractual relations with **THE COMPANY** such as room reservations; (3) any other debt one Party may have with the other for whatever reason.

16. CONFIDENTIALITY

The Parties will keep the contents of this Agreement and its terms of trading including agreed room and commission rates, strictly confidential and unless obliged to do so by law will not disclose them to any third party.

17. DATA PROTECTION

Both parties, considered separately, undertake to comply with the obligations imposed on them by the Regulation (EU) 2016/679 (GDPR) or by any other European regulations which may complete, update or replace it, as well as, insofar as they are applicable to the parties, by the rules of protection of personal data enforced by their respective legal orders (hereinafter, Data Protection Regulation).

The client data that TRAVELTINO communicates to THE COMPANY will be those necessary for the execution of the contract in which the interested parties are part of or for the application at the request of these pre-contractual measures, being the sole responsibility of THE COMPANY, upon receipt of said data, for the processing performed on this information.

THE COMPANY is obliged to transfer to the clients whatever information is required by the Data Protection Regulation to comply with the duty of information, including that provided by TRAVELTINO, as well as to obtain the consent of the interested parties for the processing of their personal information, when so required by the aforementioned regulation. THE COMPANY commits to keep all the information necessary to demonstrate compliance with these obligations and indemnifies TRAVELTINO against any claim, complaint or sanction which may result from the processing of personal data carried out by THE COMPANY.

The parties commit to enter into as many contracts or comply with as many additional formalities as required by the GDPR to ensure the correct execution of this contract.

Those who intervene on behalf of the parties, or where appropriate directly as individuals, are hereby informed that their personal data will be processed by each of them for the management and control of this contractual relationship. The legal basis of the processing is the execution of this contract and compliance with legal obligations. Data shall only be transferred when legally required to do so or to other group companies into which the parties are integrated for administrative purposes. Data shall be retained for the duration of the legal relationship and, in all cases, for the periods stipulated in the applicable legal provisions and for the time needed to address any potential liabilities arising from the processing. The interested parties shall have the right to request the data controller access to their personal data, its rectification or deletion, its portability, the limitation of its processing, to oppose the processing, as well as to submit a claim to a supervisory authority.

18. DIGITAL SIGNATURE OF THE AGREEMENT

1. The Parties agree that the Agreement will be initialled by means of advanced electronic signature, and that such signature is fully valid. For these purposes, advanced electronic signature is understood as the signature that makes it possible to identify the signatory and detect any ulterior change to the data signed, solely binding the signatory and the data to which this refers, and that has been created by means that the signatory may keep under his exclusive control.
2. The Agreement, once signed electronically, will have the value and legal validity that corresponds to the respective nature thereof, in accordance with applicable civil and commercial legislation.
3. The medium containing the Agreement signed electronically, together with any appendices thereto, will be admissible as documentary evidence in a hearing.
4. The expiration or suspension of the validity of an electronic certificate for any of the reasons contemplated in applicable legislation will not have retroactive consequences.
5. TRAVELTINO has a recognised certificate issued by the company Branddocs Inc. (hereinafter, "DocuSign"), a duly-accredited certification service provider.



7. The device used for the electronic signature of the Agreement does not alter the data or document to be signed, or prevent this from being shown to the signatory prior to the signature process.

8. THE COMPANY will receive an email from TRAVELTINO with the signature instructions. Such instructions will indicate a code for accessing the document via the DocuSign page.

9. The signatory for THE COMPANY will ensure that the email address provided for delivery of the code is for its exclusive use and is not accessible by other persons.

8. Anything not expressly stipulated in this Clause will abide by the provisions of [Federal Law No (1) of 2006 on Electronic Commerce] in case the contract has been executed by Travelnet DMCC, the [Spanish Act 59/2003, 19 December, on electronic signature, Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC] in case the contract has been executed by Traveltino 2009, SL or the [Law 18600 of the Eastern Republic of Uruguay] in case the contract has been executed by Traveltino S.A. and other legislation that may complement or replace it.

19. OTHER AGREEMENTS

TRAVELTINO reserves the right at any time to transfer or sub-contract any of its rights and/or obligations under this Agreement to any subsidiary or other third party.

This Contract supersedes any prior contracts between the Parties and shall henceforth be the sole instrument regulating their business relations. For this purpose, the Contract includes this document and the annexes hereinafter agreed.

The terms of this Agreement shall bind the Parties and may not be modified except by written agreement. Any practice contravening the provisions of this Contract, no matter what the reason, shall not alter the contractual terms. Should one or both Parties not exercise their rights under the Contract, this shall not constitute tacit renunciation of

said rights in any way, shape or form. The ineffectiveness or unenforceability of a Clause or part thereof, whether determined judicially or otherwise, shall not affect the rest of the Contract save where the agreement as a whole is rendered ineffective or unenforceable as a result.

This Terms and Conditions shall be governed by and construed in accordance with the English law in case the entity part of the contract is Travelnet DMCC, in accordance with the Spanish law in case the entity part of the Contract is Traveltino 2009, S.L and in accordance with the Uruguay Law in case the entity executing the contract is Traveltino SA.