

BOOKING.COM PARTNER AGREEMENT

GENERAL PARTNER TERMS

This Agreement sets out the terms upon which Booking.com agrees to enable Partner to make the Booking.com Platform and the Booking.com Service available to Visitors and Guests.

BY REGISTERING AND SIGNING UP TO THE BOOKING.COM AFFILIATE PARTNER PROGRAM AND/OR MAKING THE BOOKING.COM PLATFORM AVAILABLE IN ANY WAY, PARTNER (ON BEHALF OF ITSELF OR THE ENTITY THAT IT REPRESENTS) HEREBY AGREES, ACKNOWLEDGES AND ACCEPTS TO BE BOUND BY THIS AGREEMENT.

IF PARTNER DOES NOT AGREE WITH THE PROVISIONS OF THIS AGREEMENT, PARTNER SHOULD NOT CONTINUE TO MAKE THE BOOKING.COM PLATFORM AVAILABLE IN ANY WAY.

This Agreement is entered into between:

- i. Booking.com B.V., a company incorporated under the laws of the Netherlands and having its registered seat at Oosterdoksade 163, 1011 DL, Amsterdam, the Netherlands ("Booking.com"), and
- ii. Partner, whose details are set out in the Partner Information ("Partner").

This Agreement may be amended or supplemented by Booking.com, by giving notice to Partner of any material changes, at any time. The revised version will be deemed to have been accepted by Partner in consideration of Partner's ongoing benefits under this Agreement unless Partner serves notice to terminate this Agreement.

1. INTRODUCTION

1.1 **Agreement Documents:** These General Partner Terms form part of the Booking.com Partner Agreement. This Agreement is made up of these General Partner Terms and any other documents referenced in them. If there is a conflict between any of these documents, it should be resolved by applying the documents in that order (prevailing document first).

2. DEFINITIONS AND INTERPRETATION

2.1 **Definitions:** The following definitions are used in these General Partner Terms:

TERM	DEFINITION
Accommodation	means any form of paid accommodation, hotel, apartment or similar stay available for reservation through or enabled by the Booking.com Platform.
Adequacy Decision	means a decision of the European Commission recognizing a (territory or sector within a) country outside of the EEA or an international organisation as providing an adequate level of data protection for the purposes of the GDPR or any other relevant Technology and Data Laws. For the UK, Adequacy Decision refers to a decision made by the UK Information Commissioner's Office ("ICO") recognising a (territory or sector within a) country outside of the UK or an international organisation as providing an adequate level of data protection for the purposes of the UK GDPR or any other relevant Technology and Data Laws.
Affiliate	means, in relation to a party, any other entity which directly or indirectly has Control, is under the Control of, or is under direct or indirect common Control with that party from time to time.
Agency Commission	means the amount received by and settled with Booking.com or BTL from the supplier of a Travel Experience for each Materialised Transaction.
Agreement	means the agreement described in Clause 1.1 (<i>Agreement Documents</i>) of these General Partner Terms.
Applicable Law	means any law applicable to a party's performance of the Agreement in any relevant jurisdiction, including all applicable: (a) legislation, regulations or directives; (b) binding court orders or judgments; or (c) industry regulations, codes,

	policies, payment scheme rules or standards enforceable by law.
Booking.com Brand Standards	means Booking.com's brand guidelines as made available to Partner from time to time.
Booking.com Competitor	means any competitor of Booking Holdings Inc. or its Affiliates that is offering comparison and/or reservation services (e.g. an online travel agent, tour operator, meta-platform) in relation to travel (e.g. Accommodation, flights, travel insurance products, rental cars, rides or attractions).
Booking.com Compliance Requirements	means Appendix 2 that is attached to, and forms part of, these General Partner Terms.
Booking Holdings Group	means Booking Holdings Inc., and its Affiliates from time to time.
Booking.com IP	means all Intellectual Property owned, developed or licensed by (or on behalf) Booking.com or a Booking.com Affiliate, including the IP identified in Clause 9.1 (<i>Booking.com IP Ownership</i>).
Booking.com Materials	means such data, content and other information made available in the preparation and performance of this Agreement, including through the Booking.com Platform (e.g. rates and availability for Travel Experiences) and API feeds, as applicable.
Booking.com Affiliate Partner Program	means the program through which Booking.com agrees to make the Booking.com Platform available to Partner.
Booking.com Platform	means the parts of the online travel reservation related system that are controlled by Booking.com and BTL, and through which Booking.com Materials are made available to Partner under this Agreement. The form(s) of the Booking.com Platform is notified to Partner during the Booking.com Affiliate Partner Program registration and sign-up process or as later selected or requested by Partner in the Partner Centre.
Booking.com Security, Privacy and	means Appendix 3 that is attached to, and forms part of, these General Partner Terms.

Processing Requirements		complying with its obligations relating to disaster recovery and business continuity.
Booking.com Service	means services operated by Booking.com and BTL to support use of the Booking.com Platform and the associated Travel Experience reservations process. Unless otherwise indicated, the Booking.com Service includes the transmission of the relevant Reservation details to the suppliers of the Travel Experience, sending the subsequent confirmation to the Visitor or Guest, as applicable, and all customer service-related issues and questions in respect of the Booking.com Service and/or Booking.com Platform.	This definition is not intended to limit or exclude any statutory definitions of force majeure that may apply under Applicable Law.
BTL	means Booking.com Transport Limited.	
Business Day	means a day other than a Saturday, Sunday or a public holiday in the Netherlands.	
Car Gross Profit	means the revenue received by BTL from the Car Rental, which is the total price of the Reservation less payments to the Travel Experience, Taxes and optional extras (including car seats, GPS and Insurance Products).	
Car Rental	means any vehicle available for a rental reservation through or enabled by the Booking.com Platform.	
Car Total Transaction Value	means the total price of the Reservation less Taxes and optional extras (including car seats, GPS and Insurance Products).	
Commercial Model	means the commercial model (including the calculation basis) set out in the Partner Centre, or as otherwise selected or requested by Partner in the Partner Centre.	
Confidential Information	means all information (however recorded or disclosed) related to a party (or its Affiliates) that is marked as confidential or would otherwise be regarded as confidential by a reasonable business person, including information relating to the business affairs, suppliers, market opportunities, operations, product information, know-how, designs, processes, trade secrets or software of that party (or its Affiliates) and Booking.com Materials.	
Control	means the direct or indirect power to determine the management and policies of an entity or the composition of its board of directors or equivalent body, whether through the ownership of shares, by contract, or otherwise.	
Controller	means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.	
Data Subject	means any natural person who can be identified, directly or indirectly, based on Personal Data, including but not limited to Guests and Visitors.	
EEA	means the European Economic Area.	
Force Majeure Event	means, for either party, an event or circumstance which is beyond the reasonable control of that party and prevents it from performing its obligations under this Agreement. Force Majeure Events do not include events or circumstances caused by: <ul style="list-style-type: none"> a. a shortage of funds, labour, materials or other resources; b. an increase in operational costs; c. the failure of a subcontractor or any other third party to provide goods or services; or d. circumstances that could have been avoided by a party exercising reasonable care (including strikes or employee disputes) or by 	
Fraudulent Reservation		means a Reservation: (a) which was made for the purpose of deriving benefit other than the standard benefit offered by a Travel Experience (typically the use of a hotel room, vehicle or other travel related service or amenity); (b) which was made as a result of Partner's breach of this Agreement; (c) for which an invalid, stolen or otherwise unauthorised credit card or payment information has been used; or (d) for which a card holder fraudulently initiated a chargeback.
General Data Protection Regulation or GDPR		means Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data. UK GDPR means the retained EU law version of the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as defined in section 3(10) of the UK Data Protection Act 2018.
Guest		means a user of the Booking.com Platform who has made and used a Reservation.
Incident		means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to: (a) Personal Data transmitted, stored or otherwise Processed in the context of this Agreement, or (b) Confidential Information provided to a party by the other party.
Insolvency Event		means the occurrence of any of the following events in respect of a party: <ul style="list-style-type: none"> a. any procedure is commenced for the winding-up or re-organisation of the party (other than for a solvent amalgamation or reconstruction) that is not dismissed within ten (10) Business Days; b. any procedure is commenced for the appointment of an administrator, receiver, administrative receiver or trustee in bankruptcy in relation to the party or all or substantially all of its assets that is not dismissed within ten (10) Business Days; c. the holder of a security over all or substantially all of the party's assets takes steps to enforce the security; d. the party is or is deemed to be unable to pay its debts as they fall due or enters into a composition or arrangement with its creditors generally or any class of them, including a company voluntary arrangement or a deed of arrangement; or e. anything analogous to the events described in (a) to (d) occurs in any jurisdiction.
Insurance Product		means an insurance product made available to Visitors via the Booking.com Platform.
Intellectual Property or IP		means all rights, title and interest in: (a) patents, trade marks, service marks, trade names, goodwill, registered designs, design rights, database rights, copyrights and other forms of intellectual or industrial property (in each case in any part of the world, whether or not registered or registerable for their full period of registration with all extensions, renewals and revivals, and including all applications for registration or otherwise); (b) inventions, formulae, domain names, Confidential Information (including know-how or secret processes); (c) rights in computer software; and (d) any similar rights or

	assets which may now or in the future subsist anywhere in the world.		adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
Integration & Service Information	means any documentation or information provided by Booking.com to Partner in respect of technical and operational elements of this Agreement (as may be updated or amended by Booking.com from time to time), including the integration and interface of the Booking.com Platform and the Partner Platform and the Booking.com Service and instructions in relation to customer facing materials.	Processor	means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of a Controller.
Integration & Service Selections	means any integration and service selections made available to Partner by Booking.com under this Agreement.	Regulator	means a government department or regulatory, statutory and other body which, under Applicable Law, is entitled to regulate or investigate the matters dealt with in this Agreement or the parties to this Agreement, including any competent independent public authority tasked with the monitoring and enforcement of compliance with Technology and Data Laws.
Losses	means all losses, liabilities, damages, costs, expenses (including reasonable legal fees) and the costs of investigations, litigation, settlement, payments, interest, penalties and fines.	Reservation	means a Travel Experience booking made through the Booking.com Platform.
Materialised Transaction	means a Reservation which has resulted in the provision of a Travel Experience (as confirmed to Booking.com or BTL by the supplier of the Travel Experience) and receipt by Booking.com of the Agency Commission or BTL of the Car Gross Profit, and excludes Fraudulent Reservations.	Taxes	means any national, governmental, provincial, state, municipal or local taxes, levies, imports, duties, (sur)charges, fees and withholdings of any nature imposed by any governmental, fiscal or other authority, including VAT, GST, sales and use tax, ITBIS or other similar taxes.
Partner Centre	means an extranet operated by Booking.com, which allows Partner to monitor aspects of the parties' relationship under this Agreement and to make certain communications with Booking.com.	Technology and Data Laws	means any Applicable Law relating to the provision of digital services and the protection and use of information and data (including but not limited to rules regarding information security, the Processing of Personal Data, the protection of privacy, the use of device-related information, the operation of digital marketplaces and platforms, and the use of information for marketing purposes), applicable to one or both of the parties, as may be amended or replaced from time to time. Without limitation and where applicable, the following are considered as Technology and Data Laws: GDPR, UK GDPR, UK Data Protection Act 2018, Directive (EU) 2016/1148 of the European Parliament and of the Council of 6 July 2016 concerning measures for a high common level of security of network and information systems across the Union (NIS Directive), Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector, as well as any Applicable Law implementing or supplementing them.
Partner Commission	means the amount that Booking.com will pay to Partner based on the Commercial Model, in euros unless a different currency is stated or requested by Partner (as applicable) in the Partner Centre.	Third Party Platform	means any third party search engine, website, app, platform, forum, service, tool or other device.
Partner Group	means Partner and each of its Affiliates from time to time.	Travel Experience	means any form of paid travel related service or amenity including Accommodation, car rental, travel insurance products, flights, rides or attractions available for reservation through or enabled by the Booking.com Platform.
Partner Information	means the information provided by Partner on the Partner Registration Form and/or in the Partner Centre (if there is any conflict between the Partner Registration Form and the Partner Centre, the information in the Partner Centre shall prevail).	Variable Terms Appendix	means Appendix 1 that is attached to, and forms part of, these General Partner Terms.
Partner IP	means all IP owned or licensed (excluding the Booking.com IP) by Partner or a Partner Affiliate.	VAT	means within the European Union, any value added tax or any other similar indirect Taxes as may be levied in accordance with the Directive 2006/112/EC, and outside the European Union, any Goods and Services Tax (GST), sales tax or any other similar indirect Taxes levied by reference to added value and/or consumption.
Partner Platform	means any website, communications and/or app controlled by Partner and specified in the Partner Information through which the Booking.com Platform is made available to Partner's customers.	Visitor	means a person who accesses the Partner Platform and/or Booking.com Platform.
Partner Registration Form	means, as applicable: a. the online sign-up and registration form completed by Partner for the Booking.com Affiliate Partner Program; and/or b. Partner's previous partnership agreement with Booking.com.		
Personal Data	means any information relating to a Data Subject, such as (without limitation) name, credit card details, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, and includes the meanings of equivalent terms pursuant to Technology and Data Laws, such as personal information (PI) and personally identifiable information (PII).		
Personnel	means either party's employees, officers or directors.		
Process, Processed and Processing	means any operation or set of operations which is performed on Personal Data, whether or not by automated means, such as the collection, recording, organisation, structuring, storage,		

2.2 **Interpretation:** In these General Partner Terms:

- a. references to a specific law include that law as amended from time to time, or any law that replaces or amends it;

- b. the words "including" or "for example" (or similar) should not be given a restrictive meaning because they are followed by particular examples; and
- c. clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

3. PARTNER'S APPOINTMENT

- 3.1 **Appointment:** The parties agree on a non-exclusive basis that Partner may make the Booking.com Platform and/or Booking.com Materials available to Visitors based on any Integration & Service Selections, the terms of this Agreement and subject to completion of the works to enable the integration.

4. BOOKING.COM'S RESPONSIBILITIES

- 4.1 Booking.com will:
 - a. make available and maintain the Booking.com Platform;
 - b. operate the Booking.com Service; and
 - c. make available the Partner Centre for use by Partner (via unique link and user ID provided by Booking.com),
in accordance with any Integration & Service Selections and the Integration & Service Information in all material respects.
- 4.2 **Amendment of Form of the Booking.com Platform:** Booking.com reserves the right to amend the form of the Booking.com Platform or remove the Booking.com Platform upon notice to Partner (which may be via the Partner Centre). Partner is deemed to have accepted the amended Booking.com Platform upon continued use of the Booking.com Platform unless Partner serves notice to terminate this Agreement.

5. PARTNER'S RESPONSIBILITIES

- 5.1 Partner will:
 - a. make available and maintain the Partner Platform, including keeping the Partner Platform up-to-date and accurate and in accordance with the Integration & Service Information in all material respects;
 - b. ensure the Booking.com Platform and any Integration & Service Selections are "always on" on the Partner Platform and presented in such a way as to drive traffic to the Booking.com Platform;
 - c. provide prompt and reasonable cooperation, assistance and support to Booking.com in respect of Booking.com's operation and management of the Booking.com Platform and the Booking.com Service as they relate to the integration between Booking.com and Partner; and
 - d. safeguard and keep the Partner Centre link and user ID confidential and safely stored and not disclose them to any person other than those who need to have access to the Partner Centre. Partner will immediately notify Booking.com when it becomes aware of any suspected, threatened or actual security breach or improper use of the Partner Centre.

6. INTEGRATION & SERVICE SELECTIONS

- 6.1 **Variable Terms:** Different terms and conditions apply to any Integration & Service Selections. These are set out in the Variable Terms Appendix. The relevant terms will only apply if, and for so long as, the corresponding option is offered to Partner by Booking.com and agreed to by Partner.

7. WARRANTIES AND DISCLAIMERS

- 7.1 **General Warranties:** Each party represents and warrants to the other that, at all times:
 - a. **Approvals and consents:** it has all necessary rights, approvals, permits and consents to enter into and perform this Agreement, and to grant the rights and licences referred to in it;
 - b. **Applicable Law:** it will materially comply with all Applicable Laws in relation to performance of this Agreement and its relationship with its own customers;

- c. **Appropriate skill:** it has, and shall retain for the term of this Agreement, qualified and dedicated staff with the appropriate level of expertise, skills and knowledge to perform the obligations and meet the requirements contemplated in this Agreement in a timely and diligent manner;

- d. **Platform and Role Distinction:** it will clearly distinguish the Partner, the Partner Group, the Partner Platform and any ancillary Partner services from Booking.com, Booking Holdings Group, the Booking.com Platform, the Booking.com Materials and the Booking.com Services. It will seek to avoid confusing Visitors and Guests about the difference between Partner and Booking.com, and of the roles and responsibilities of Partner and Booking.com. Partner will make this clear to Visitors and Guests through the Partner Platform's applicable terms of use, terms and conditions and privacy policies and notices. Neither party will hold itself out as being or acting on behalf of the other party. Partner will promptly and at its own cost comply with any reasonable requests from Booking.com to make changes, alterations or amendments to the Partner Platform in order to meet the requirements of this Clause 7.1.d, including in relation to any transparency requirements under Technology and Data Laws;

- e. **Packaging:** if any Reservation becomes part of a package or linked travel arrangement as defined by the Package Travel Directive (EU) 2015/2302, then Partner will be the organiser of the package and will be solely responsible for the provision of the package or linked travel arrangements and for any obligations attached to the package or linked travel arrangement including those imposed by the Package Travel Directive or similar local legislation; and

- f. **Inappropriate Behaviour:** it will not:
 - i. violate public policy and morals; or
 - ii. make or use any inappropriate, improper or unlawful content, reference, material, or links (e.g. in respect of pornography or racism), defamatory statements, elements which violate the privacy of third parties or are otherwise abusive, offensive or obscene.

7.2 Partner Warranties:

- a. Partner represents and warrants to Booking.com that it will not and will procure that the other members of the Partner Group will not without the express prior consent of Booking.com:
 - i. discuss matters connected to this Agreement directly with any Travel Experience supplier;
 - ii. make Reservations on its own behalf, with the purpose of reselling them to or for the benefit of a third party;
 - iii. speak negatively or detrimentally about Booking.com or its Affiliates except as otherwise protected by Applicable Law;
 - iv. knowingly adversely affect Booking.com's or its Affiliates' position in the market, relationship with any supplier of a Travel Experience or its brand or goodwill;
 - v. use, exploit or otherwise employ, directly or indirectly, any Third Party Platforms to seek to avoid its obligations or circumvent restrictions under this Agreement;
 - vi. use Booking.com Materials to offer price comparison;
 - vii. directly or indirectly use or create any paid or unpaid advertisement (including, without limitation, on meta search, general search, app store search, chatbots and any innovation from search platforms (e.g. PMAx), or any video, display, organic or social advertising) that directs, redirects or links to the Booking.com Platform (or any CNAME or equivalent); or
 - viii. require any Guest to use or redeem e-money or crypto currency in order to make a Reservation.
- b. Partner shall notify and agree in advance with Booking.com any proposed material change to the way in which Visitors access the Booking.com Platform or the current presentation of the Partner

- Platform. If Booking.com does not agree to a material change, such change shall not be implemented and either party may terminate this Agreement with immediate effect.
- c. Partner shall promptly notify Booking.com if it becomes aware of any information about a Visitor, Guest, Reservation or Materialised Transaction which may, or already has, resulted in a Fraudulent Reservation.
 - d. Partner is an independent contractor for all purposes, and will be responsible and liable for its own Taxes, social contributions and all other Tax related matters.
 - e. Partner will notify Booking.com promptly upon becoming aware of any breach of this Clause 7.2.
- 7.3 **No Implied Warranties:** Except as otherwise expressly provided in this Agreement, neither party makes any representation or warranty, whether express or implied, in connection with the subject matter of this Agreement and hereby disclaims any and all implied warranties, including: (i) of merchantability or fitness for a particular purpose regarding such subject matter; (ii) arising from the course of performance, course of dealing or usage of trade; or (iii) of noninfringement. Booking.com provides the Booking.com Platform and Booking.com Service on an "as is" and "as available" basis. Partner provides the Partner Platform on an "as is" and "as available" basis.
8. **PARTNER COMMISSION AND PAYMENT**
- 8.1 **Applicability of Partner Commission:** Booking.com will pay the amount of Partner Commission in accordance with the Commercial Model.
 - 8.2 **Amendment of Partner Commission:** Booking.com reserves the right to amend the Commercial Model upon notice to Partner. Partner is deemed to have accepted the amended Commercial Model upon continued use of the Booking.com Platform unless Partner serves notice to terminate this Agreement.
 - 8.3 **Non-Materialised Transactions:** Booking.com is not liable for Partner Commission in respect of any Reservations that have for any reason been wrongfully anticipated or identified as Materialised Transactions and may recoup, in whole or in part, any paid Partner Commission for such Reservations. To account for any wrongfully anticipated or identified Materialised Transactions, Booking.com is entitled to:
 - a. reconcile (and adjust) the Invoice issued under Clause 8.5.a (*Self-invoicing*) for such affected Reservations, if payment has not yet been made to Partner;
 - b. issue a debit invoice to Partner for such affected Reservations, if payment has already been made to Partner; and/or
 - c. retroactively adjust the applicable tier for all Materialised Transactions affected by such Reservations.
 - 8.4 **Pay Local Reservations:** If any Reservation is payable at the time that a Car Rental is picked up and not at the time the Reservation is made (a "**Pay Local**" Reservation), then BTL is unable to collect Car Gross Profit or Car Total Transaction Value (as applicable) for a no show. The failure to collect Car Gross Profit or Car Total Transaction Value (as applicable) for no shows connected to Pay Local Reservations will be accounted for by deducting a variable global aggregate percentage that represents the aggregate number of users who fail to cancel a Reservation prior to the pick-up time or fail to appear for Pay Local Reservations from Car Gross Profit or Car Total Transaction Value (as applicable).
 - 8.5 **Self-invoicing:**
 - a. Booking.com and Partner agree to apply a self-billing procedure for the period of the Commercial Model. Partner expressly authorises Booking.com to issue in its name and on its behalf all invoices relating to the Partner Commission in accordance with the requirements of Applicable Law (the "**Invoice**"). Partner confirms it will not issue any invoices for the services covered by this Agreement, unless it is specifically agreed between the parties.
 - b. Partner shall at all times remain responsible for the accuracy and completeness of the Invoice for its purposes. Partner agrees that Booking.com will not be held accountable for any errors in the Invoice. Partner agrees that it is responsible for informing Booking.com:
 - i. if self-billing by Booking.com is not permitted or possible under Applicable Law;
 - ii. in the case that self-billing is allowed, of any specific Invoice requirements. Partner agrees that Booking.com may not be able to support all requirements but Booking.com will endeavour to include relevant requirements; or
 - iii. if Partner changes its VAT registration number or ceases to be VAT registered.
 - c. If Partner does not inform Booking.com of Partner's liability to report Tax, Booking.com assumes that Partner is not required to include any Tax on the Invoice.
 - d. On or before the fifth (5th) Business Day of each month, Booking.com will provide Partner with an Invoice stating the Partner Commission payable in that month. If Partner does not notify Booking.com within three (3) Business Days after receipt of the Invoice, it will be deemed accepted.
 - 8.6 **Partner Commission Evidence:** The systems and records of Booking.com will be used to calculate and (unless evidence is presented to the contrary within three (3) Business Days of receipt of the Invoice) will be considered conclusive evidence in respect of the calculation of the amount of the Partner Commission.
 - 8.7 **Payment:** Booking.com will pay all Partner Commission within sixty (60) days of the end of the month in which the Guest departs. If Partner Commission due at that time is less than one hundred Euros (€100) total, Booking.com will be entitled to postpone payment until the month when at least one hundred Euros (€100) is due, or until the amount is claimed by Partner after the termination of this Agreement. Payments will be made by bank transfer using the bank details communicated through the Partner Centre.
 - 8.8 **Taxes:** Each party shall be responsible for the payment of Taxes, of whatever nature and howsoever levied, as may be required by the Applicable Law, unless otherwise prescribed by an applicable international tax treaty. Partner is liable to report and pay any applicable VAT or sales tax amount due in its jurisdiction and to ascertain that the Partner Commission (self) invoice includes the relevant Tax amount (if any). No further amounts shall be payable by either party under this Agreement in respect of Tax. If any other amounts are payable by Booking.com to Partner, all amounts payable are inclusive of any Taxes. Partner agrees that Taxes (if appropriate) shall be calculated out of the amounts payable by Booking.com (and not on top of), at the rate prevailing at the relevant Tax point.
 - 8.9 **Payment Entity:** Partner accepts that Partner Commission may be paid by Priceline Group Treasury Company B.V. ("**PGTC**") or Booking Holdings Treasury Company ("**BHTC**") or such other Booking.com Group company nominated by Booking.com.
9. **INTELLECTUAL PROPERTY**
- 9.1 **Booking.com IP Ownership:** Booking.com (or its licensors) will retain ownership of all IP in the Booking.com Platform, the Booking.com Materials, the Booking.com Service, the Integration & Service Information and any parts of the Partner Platform developed by Booking.com.
 - 9.2 **Partner IP Ownership:** Subject to Booking.com IP ownership as set out in Clause 9.1 above, Partner (or its licensors) will retain ownership of all IP that it (or any licensor) contributes to the Partner Platform.
 - 9.3 **Licence from Booking.com:** Booking.com grants to Partner (or, where relevant, will ensure the grant of) a worldwide, revocable,

- royalty-free, non-exclusive, non-assignable licence to use the Booking.com IP solely to the extent and for the purpose of distribution of the Booking.com Platform via the Partner Platform, receipt of the Booking.com Service and exercise of Partner's rights and obligations under this Agreement.
- 9.4 **No Sub-licensing by Partner:** Unless expressly agreed in writing by Partner and Booking.com, Partner may not sublicense the rights granted to it under this Clause, whether to allow connection to the Booking.com Platform or use of Booking.com Materials, or for any other purpose (including a price/availability comparison or (meta) search).
- 9.5 **Restrictions on Use of Booking.com Materials:** Partner may only use the Booking.com Materials to make the Booking.com Platform available on the Partner Platform and/or enable any Integration & Service Selections. Partner will not directly or indirectly integrate, combine or otherwise make the Booking.com Materials (or any part thereof) available with its own content and/or the content of any Booking.com Competitor. Partner will not amend or create derivative works based on or derived from the Booking.com Materials other than as strictly necessary for the operation of the Partner Platform as contemplated by this Agreement.
- 9.6 **Licence from Partner:** Partner grants to Booking.com (or, where relevant, will ensure the grant of) a worldwide, revocable, royalty-free, non-exclusive, non-assignable and sub-licensable licence to use the Partner IP solely to the extent and for the purpose of Booking.com's distribution of the Booking.com Platform via the Partner Platform, the delivery of the Booking.com Service and the exercise of Booking.com's rights and obligations under this Agreement.
- 9.7 **Completion of Rights:** Each party will (and will procure that all relevant third parties will) promptly execute and deliver all documents and perform all acts required to give full effect to the assignments, licences and other rights granted in this Clause.
- 9.8 **Marks:** Neither party may use the IP of the other party (including in any advertising or publicity material) other than in accordance with this Clause 9 (*Intellectual Property*), the Booking.com Brand Standards, any other Integration & Service Information and prior written consent pursuant to Clause 13.4, for which e-mail shall suffice. Partner may not use the Booking.com IP in any advertisement that it uses or creates on any search (including meta search and general search) or blog websites.
- 9.9 **Mutual Indemnity:** Each party (the "**Indemnifying Party**") will be liable to, and will compensate, indemnify and hold the other party (and in Booking.com's case, each of its Affiliates) (the "**Indemnified Party**") harmless for and against any Losses awarded against the Indemnified Party pursuant to any claim from any third party in respect of infringement of the third party's IP by the Indemnifying Party. Any claim under this Clause shall be conducted in accordance with Clause 14.5 (*Conduct of Indemnity Claims*).
- 10. BOOKING HOLDINGS GROUP SUPPLY**
- 10.1 The Booking.com Materials may include data, content or information sourced from other companies in the Booking Holdings Group ("**Booking Holdings Group Supply**").
- 10.2 If the parties agree upon Booking Holdings Group Supply, then the Booking Holdings Group company to which the relevant Booking.com Materials relate is an intended third party beneficiary of rights under this Agreement. The relevant Booking Holdings Group company will be entitled to enforce all relevant terms of this Agreement as they relate to its Booking.com Materials. For that purpose, references to Booking.com shall be interpreted to include the relevant Booking Holdings Group company, and relevant rights, limitations and exclusions of liability of Booking.com apply equally to the applicable Booking Holdings Group company with respect to its Booking Holdings Group Supply.
- 10.3 Upon request, Partner will display the applicable Booking.com Materials in accordance with the branding requirements of the relevant Booking Holdings Group company.
- 11. DATA PROTECTION AND SECURITY**
- 11.1 The parties will comply with the Booking.com Security, Privacy and Processing Requirements, as attached to these General Partner Terms.
- 12. COMPLIANCE**
- 12.1 The parties will comply with Booking.com's Compliance Requirements.
- 13. CONFIDENTIALITY AND PUBLICITY**
- 13.1 **Confidentiality Obligations:** Each party will:
- not disclose the other party's Confidential Information to any third parties except as permitted in the Agreement;
 - protect the other party's Confidential Information in accordance with the degree of skill, care, diligence, and foresight which would reasonably and ordinarily be expected from a conscientious and skilled party;
 - only use the other party's Confidential Information for the purposes for which it was disclosed; and
 - ensure that each third party that receives Confidential Information is bound by similar confidentiality obligations.
- 13.2 **Permitted Disclosures:** Provided the recipient is subject to similar confidentiality obligations as set out in this Agreement, Clause 13.1 does not restrict:
- either party from disclosing Confidential Information to:
 - its Personnel or that of its Affiliates; or
 - its, or its Affiliates, agents, contractors (and subcontractors of any tier), lawyers, accountants and financial advisers, who need to know the Confidential Information to exercise their rights or perform their obligations under this Agreement, and in the Partner's case to the extent that the recipient is not a Booking.com Competitor;
 - Booking.com from disclosing Confidential Information to its Personnel or that of its Affiliates for legitimate business purposes, including providing services to the Booking.com Holdings Group;
 - Booking.com from disclosing Confidential Information to third parties to the extent that they need the information to provide services to the Booking Holdings Group; or
 - any disclosure of Confidential Information required:
 - by Applicable Law, a court of competent jurisdiction or a Regulator; or
 - as a result of being listed on a recognised investment exchange.
- 13.3 **Confidentiality Exceptions:** Clause 13.1 does not apply to Confidential Information that:
- was already known to the recipient before it was disclosed by (or on behalf of) the other party;
 - becomes available to the recipient on a non-confidential basis via another third party;
 - is independently developed by the recipient without using the other party's Confidential Information; or
 - comes into the public domain in a way that does not breach this Agreement.
- 13.4 **Publicity and Announcements:** Unless required to do so by Applicable Law, Partner will not issue any press release or announcement about the existence or operation of this Agreement, without Booking.com's prior written consent for which e-mail will suffice. Partner agrees that Booking.com may issue a press release or announcement about its relationship with Partner under this Agreement.

14. LIABILITY

14.1 Exclusions of Liability:

- a. **Availability:** Each party acknowledges the difficulties inherent in the use of the internet and communication networks and technologies. In particular, varying speeds and network congestion can cause interruptions, delays and difficulties in accessing, browsing, navigating or using a platform. Each party excludes any and all liability in respect of the other party which is related to any outage, downtime, interruption, breakdown, malfunction or unavailability (whether for maintenance, upgrades, updates or otherwise) of the Booking.com Platform, the Booking.com Service and/or the Partner Platform.
 - b. **Travel Experience:** Each party acknowledges that (i) all Travel Experiences are supplied to Visitors and Guests by third party suppliers and not by Booking.com, which is only acting as a facilitator; and (ii) Booking.com does not in any way (directly or indirectly, independently or in conjunction with any party) own, manage, operate or control any Travel Experience. Partner excludes any and all liability in respect of Booking.com which is related to the quality of the Travel Experience.
 - c. **Indirect Losses:** Except with respect to liability pursuant to Clauses 14.3.d and 14.3.e, neither party will be liable to the other, whether in contract, tort (including negligence), breach of statutory duty or otherwise under or in connection with this Agreement for any indirect or consequential Losses, loss of profit or loss of revenue.
 - d. **Negligent Acts or Omissions:** If Booking.com's performance of its obligations under this Agreement is prevented or delayed as a result of any negligent act or omission of Partner, its agents, sub-contractors or employees, Booking.com shall not be liable for any Losses that Partner incurs as a result.
- 14.2 **Liability Cap:** Subject to Clause 14.3, the maximum liability of a party for all claims whether in contract, tort (including negligence), breach of statutory duty or otherwise made against such party by the other party under or in connection with this Agreement in a year will not exceed the greater of: (a) the aggregate Partner Commission in the preceding calendar year up to EUR 1,000,000, and (b) EUR 100,000.
- 14.3 **Liability Never Limited or Excluded:** The mutual liability cap at Clause 14.2 shall not apply to:
- a. liability for death or personal injury caused by a party's negligence;
 - b. Losses caused by fraud or fraudulent misrepresentation;
 - c. any liability under Clause 9.9, which will not exceed EUR 100,000 in a year;
 - d. any liability of Partner under Clauses 7.1.e (*Warranties and Disclaimers*), 11 (*Data Protection and Security*), 12 (*Compliance*), 13 (*Confidentiality and Publicity*) or as a result of an Incident;
 - e. any liability of Partner under any API Clauses in the Variable Terms Appendix; or
 - f. any other liability that cannot be limited or excluded under Applicable Law.
- 14.4 **Mitigation:** Each party will take reasonable steps to mitigate its Losses incurred in connection with the Agreement.
- 14.5 **Conduct of Indemnity Claims:** Where either party is required to indemnify the other party in connection with a third party claim, the Indemnified Party will:
- a. notify the Indemnifying Party of the claim within ten (10) Business Days of becoming aware of the claim;
 - b. allow the Indemnifying Party to take over and assume the defence and settlement of the claim at the Indemnifying Party's cost (in consultation with the Indemnified Party if such defence and/or settlement could negatively affect the Indemnified Party). The Indemnified Party may (but is not obliged to) elect to employ counsel at its own expense in respect of the defence and settlement of such claim;
 - c. give the Indemnifying Party reasonable assistance in connection with the conduct of the claim (at the Indemnifying Party's cost); and
 - d. not admit any liability or agree to any settlement without the Indemnifying Party's prior approval (not to be unreasonably withheld).

15. TERM, TERMINATION AND SUSPENSION

- 15.1 **Duration:** Unless agreed otherwise, this Agreement will commence on the date of last signature and continue until terminated in accordance with its terms.
- 15.2 **Voluntary Termination:** Either party may terminate this Agreement with immediate effect at any time by giving the other party written notice.
- 15.3 **Automatic Termination:** This Agreement will terminate automatically if no Reservations are made via the Partner Platform for a period of twelve (12) consecutive months.
- 15.4 **Suspension:** If Booking.com considers that Partner is in material breach of this Agreement, then Booking.com will be entitled to suspend the availability of the Booking.com Platform and/or its obligation to pay any Partner Commission or other amount under this Agreement (such that Partner's entitlement to receive payment will not accrue during the period of suspension).
- 15.5 **Wind Down:** In the event of a termination of this Agreement, the parties agree to honour any Reservations made before the termination date and, for this purpose, shall continue to comply with all obligations in this Agreement which are reasonably necessary for the purpose of honouring such Reservations.

16. CONSEQUENCES OF TERMINATION

- 16.1 **Booking.com Materials and Booking.com Platform:** Upon termination of this Agreement, Partner will:
- a. destroy, delete or upon request of Booking.com return all Booking.com Materials (including all hard and soft copies) and will, upon request, confirm in writing to Booking.com that all such Booking.com Materials have been destroyed, deleted or returned. Partner may, however, keep copies of Booking.com Materials as necessary to confirm any final Partner Commission payments (after which time it must be deleted) or as part of archival records stored on backup systems provided that these will remain subject to Clause 13 (*Confidentiality and Publicity*); and
 - b. promptly remove and disable any interface/connection between the Partner Platform and the Booking.com Platform, to the extent it is within Partner's control to do so.
- 16.2 **Accrued Rights Unaffected:** Termination or expiry of the Agreement will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination.
- 16.3 **Payment Obligations Upon Termination:**
- a. Unless this Agreement has been terminated by Booking.com in circumstances where Partner is in material breach of this Agreement, Booking.com will pay accrued and payable Partner Commission in accordance with the terms of this Agreement, provided the contact details and bank account supplied by Partner in the Partner Information are correct. If Booking.com is unable to pay the Partner Commission for up to six (6) months following the termination date, because the Partner Information is incorrect or incomplete, then Partner will be deemed to have effectively waived its right to such Partner Commission and no Partner Commission will be due.
 - b. On or following termination of the Agreement, Booking.com may recoup, in whole or in part, any paid Partner Commission for any Reservations that have for any reason been wrongfully anticipated or identified as Materialised Transactions in accordance with Clause 8.3 (*Non-Materialised Transactions*).

- 16.4 **Continuing Obligations:** Any provision of this Agreement which expressly or by implication is intended to continue in force after termination or expiry will remain in full force and effect, including this Clause and Clauses 9 (*Intellectual Property* except 9.3, 9.6 and 9.7), 10 (*Booking Holdings Group Supply*), 11 (*Data Protection and Security*), 13 (*Confidentiality and Publicity*) and 14 (*Liability*).
17. **ASSIGNMENT AND SUBCONTRACTING**
- 17.1 **Consent Generally Required:** Subject to the remainder of this Clause, neither party is permitted to assign, transfer, novate or subcontract the benefit of this Agreement, or to subcontract its obligations under it, without the other party's prior written consent (not be unreasonably withheld or denied).
- 17.2 **Permitted Disposals by Booking.com:** Booking.com may, without Partner's consent, assign, transfer, novate or subcontract its rights and obligations under this Agreement to: (a) any Affiliate of Booking.com from time to time, or (b) to any purchaser of the business undertaking of Booking.com to which this Agreement relates. At the request of Booking.com, Partner will promptly execute all documents required to give effect to such a transaction.
- 17.3 **Permitted Subcontracting by Booking.com:** Booking.com may, without Partner's prior consent, subcontract the performance of administrative or other functions related to the operation of Booking.com's business generally.
- 17.4 **Responsibility for Subcontractors:** The parties will remain responsible for all the acts or omissions of subcontractors as if they were the acts or omissions of that party.
18. **GENERAL**
- 18.1 **English Language:** If the original English version of this Agreement has been translated into other languages, the translated version of the English language Agreement is provided as a courtesy and office translation only. Partner cannot derive any rights from the translated version. In the event of a dispute about the content or interpretation of this Agreement or in the event of a discrepancy between the English version and any other language version of this Agreement, the English language version will prevail. The English version only will be used in any legal proceedings.
- 18.2 **Costs:** Each party will bear its own costs and expenses in connection with the entering into, execution and performance under this Agreement (including in respect of the integration and connection of the Booking.com Platform to the Partner Platform and/or any Integration & Service Selections).
- 18.3 **Agreement Change:** Except where provided otherwise in this Agreement, any change to this Agreement must be agreed in writing and signed by an authorised representative of each party or via exchange and confirmation online (including via e-mail or in the Partner Centre).
- 18.4 **Force Majeure Events:** Neither party will be liable for a breach of or liability under this Agreement caused by a Force Majeure Event. Each party undertakes to notify the other party promptly should a Force Majeure Event occur and impact the performance under this Agreement. The party whose performance of obligations is impacted by the Force Majeure Event shall use reasonable efforts to mitigate the impact of the Force Majeure Event. As soon as the Force Majeure Event resolves, the prevented party shall promptly resume operations.
- 18.5 **Interim Relief:** Nothing in this Agreement prevents either party from making any application to a court to obtain an interim remedy (including an injunction) for any threatened or actual breach of this Agreement.
- 18.6 **Notices to Parties:**
- a. Notices must be in English and sent:
 - i. to Booking.com, via the Partner Centre; and
 - ii. to Partner, via the Partner Centre, by email or by hard copy, unless otherwise specified between the parties.
 - b. Notices will be sent via email or by hard copy to Partner's address as specified in the Partner Information. Each party may change its contact details by giving notice to the other party.
- 18.7 **Timing of Notices:** Hand delivered and mailed notices will be deemed to have been given as follows: (a) if delivered personally, on delivery; (b) if sent by first class post within the same country, two (2) Business Days after the date of posting; (c) if delivered by international recorded delivery or courier, three (3) Business Days after dispatch; and (d) any notice delivered after 5pm will be deemed not to have been given until the next Business Day. Partner Centre notices will be deemed to have been given as of the date they are available in the Partner Centre. E-mailed notices will be deemed to have been given as of the date emailed, subject to Clause 18.6 (*Notices to Parties*).
- 18.8 **Severability:** If any Clause (or part of a Clause) in this Agreement is unenforceable, invalid or illegal for any reason, the other Clauses of this Agreement will remain in force as if they had been executed without the offending text appearing in this Agreement (and the offending text will be deemed to be substituted with drafting that has the closest effect and is enforceable).
- 18.9 **Waiver:** No delay or omission by either party to exercise any right or remedy provided for by law or under this Agreement will operate to waive, limit or otherwise affect that right or remedy.
- 18.10 **No Partnership or Agency:** Nothing in this Agreement is intended to, or will be deemed to: (a) establish any partnership or joint venture between Booking.com and Partner, or (b) make one party the agent of the other. Neither party has the authority or power to bind, create a liability for, or enter into any commitments for or on behalf of, the other party.
- 18.11 **Entire Agreement:** This Agreement constitutes the whole and only agreement between the parties relating to its subject matter and supersedes and excludes all prior agreements or arrangements made between them that relate to it. This Agreement shall prevail over any inconsistent terms or conditions contained or referred to in any Partner purchase order, confirmation of order, acceptance of a quotation or specification, or any terms implied by law, trade custom, practice or course of dealing.
- 18.12 **Third Party Rights:** This Agreement is not intended to, and does not, give any person, corporate or unincorporated body (whether or not having separate legal personality) who is not a party to it any rights to enforce any provisions contained in it except for: (a) Booking.com Affiliates, who shall be entitled to enforce any rights expressed as benefiting them; and (b) any other provisions which expressly provide for enforcement by a third party.
- 18.13 **E-Signatures and Counterparts:** Unless Applicable Law requires otherwise, this Agreement may be agreed and/or executed through online processes pursuant to Clause 18.3 or using electronic signatures. This Agreement may also be executed in one or more counterparts. Each counterpart will constitute an original and together they will constitute a single agreement. If an effective date has not been stated within this Agreement, it will come into effect on the date that the last party signs it or indicates acceptance through online processes.
- 18.14 **Jurisdiction:** All disputes or claims arising in connection with this Agreement will be subject to the exclusive jurisdiction of the Amsterdam District Court, with proceedings conducted in English before the Chamber for International Commercial Matters ("NCC"). If a dispute or claim is held not to fall within the competence of the NCC, the parties agree that it will exclusively be resolved by the Court of Amsterdam, the Netherlands.
- 18.15 **Governing Law:** This Agreement, and any matter, claim or dispute arising in connection with it, will be governed by Dutch law.

APPENDIX 1

INTEGRATION & SERVICE SELECTIONS

VARIABLE TERMS

This Appendix forms part of the General Partner Terms and sets out the variable terms that apply to each of the Integration and Service Selections. The relevant terms will apply only if and for as long as the corresponding Integration & Service Selection is provided to Partner by Booking.com. If there is a conflict between this Appendix and the remainder of the General Partner Terms, it should be resolved in favour of this Appendix.

1. APIs

- 1.1 **API Controls & Protections:** Partner acknowledges that integration of APIs into the Partner Platform may result in potentially harmful machine generated request loads being placed on Booking.com's servers. Partner will:
 - a. comply with Booking.com's reasonable requests related to the integration of the Booking.com Platform;
 - b. ensure that relevant Booking.com Materials are processed and displayed accurately and consistently on the Partner Platform;
 - c. ensure that all data provided by the Partner to Booking.com via the API is accurate, correct, complete and consistently synchronised between the API call and the Partner Platform;
 - d. use only live searches and requests and never cache results;
 - e. not cause any disturbance to, interruption of, or any loss of availability or functionality of (1) the Booking.com Platform, or (2) the APIs;
 - f. store in and serve the static data within the Booking.com Materials from Partner's systems only;
 - g. not cache dynamic data (including but not limited to availability and pricing data) within the Booking.com Materials; and
 - h. store the authorization credentials to access the Booking.com API servers on Partner's server only and not on any third party platform, including mobile applications or devices.
- 1.2 **Integration Code Testing:** Partner will, at the request of Booking.com, submit its API integration code to Booking.com for formal testing, validation and approval. Partner will amend or update the integration code as needed to address issues identified in testing.
- 1.3 **Test Environment Access:** If requested by Booking.com, Partner will promptly provide Booking.com with a test environment where Booking.com is able to perform live tests on the integration of the Booking.com API with the Partner Platform. Partner will obtain approval prior to making the API enabled Partner Platform available to Visitors.
- 1.4 **Use of Booking.com Materials:** Partner may only use the Booking.com Materials provided via the API for the purposes of enabling the integration of the Booking.com Platform to the Partner Platform. Partner may not use Booking.com Materials for any other purposes including marketing (including that supports a third party) or contacting a Visitor or Guest (unless the contact is otherwise allowed in this Agreement).
- 1.5 **Price Comparison:** If the API provided to Partner is API "Type 1" or API "Type 2", Partner may offer price comparison with Booking.com's prior consent. If Partner offers price comparison, it will ensure that Travel Experience rates are compared fairly and with equal favour, in terms of ranking, to all other ranked properties and presented with equal prominence accordingly. Partner will use all reasonable endeavours to ensure that all rates within the ranking are accurate and not misleading and comply with relevant Applicable Laws.
- 1.6 **Liability:** Partner (as Indemnifying Party) will be liable towards, and compensate, indemnify and hold Booking.com and each of its Affiliates (as the Indemnified Party) harmless for and against any Losses awarded against the Indemnified Party pursuant to

any claim from any third party in connection with Partner's integration and use of the API, including in respect of any interruption to Booking.com's provision of the API enabled Booking.com Service to other parties. Any claim under this Clause shall be conducted in accordance with Clause 14.5 (*Conduct of Indemnity Claims*).

APPENDIX 2

BOOKING.COM COMPLIANCE REQUIREMENTS

This Appendix forms part of the General Partner Terms. If there is a conflict between this Appendix and the remainder of the General Partner Terms, it should be resolved in favour of this Appendix.

1. ANTI-BRIBERY AND ANTI-CORRUPTION COMPLIANCE

1.1 In relation to the execution and performance of this Agreement, each party, its Personnel and its agents and other representatives has and will:

- a. not directly or indirectly:
 - i. offer, promise or give to any third party (including any governmental official or political party's official, representative or candidate); or
 - ii. seek, accept, agree to receive or get promised for itself or for another party,

any gift, payment, reward, consideration, advantage or benefit of any kind which would, or could reasonably be construed as, bribery or an illegal or corrupt practice; and

- b. comply with (and not place the other party in breach of) all Applicable Laws prohibiting bribery and corruption (including the U.S. Foreign Corrupt Practices Act 1977, the UK Bribery Act 2010 and the laws of any other territory with jurisdiction over the parties).

2. TAX OBLIGATIONS AND COMPLIANCE WITH LAWS PROHIBITING TAX EVASION OR TAX FRAUD

2.1 In connection with their performance of and remuneration under this Agreement, each party, its Personnel and its agents and other representatives will pay in full all Taxes that are lawfully due from it in any jurisdiction(s) in which it operates, and will not:

- a. commit (or facilitate, aid, abet, counsel or procure the commission of) any offence of cheating the public revenue or the fraudulent evasion of any Tax, or
- b. otherwise breach or take any action that may place the other party in breach of Applicable Laws prohibiting Tax evasion and the facilitation of Tax evasion.

3. COMPLIANCE WITH TRADE AND ECONOMIC SANCTIONS

3.1 Each party represents and warrants that, for the term of this Agreement, it is not:

- a. listed on any applicable list of sanctioned parties (including the lists of restricted parties issued by the UN, U.S., EU and UK);
- b. owned by, controlled by, or acting at the direction of, any person, persons or corporate or unincorporated body (whether or not having a separate legal personality) listed on such a list or that person's or entity's legal or personal representatives, successors or permitted assigns; or
- c. ordinarily resident in or organised under the laws of any jurisdiction subject to comprehensive or other territory-wide sanctions imposed by the UN, U.S. EU and/or UK.

3.2 Neither party will take any action that would breach (and not take any action that would place the other party in breach of) applicable sanctions.

4. MODERN SLAVERY, HUMAN TRAFFICKING AND HUMAN RIGHTS

4.1 Each party represents and warrants that, for the term of this Agreement, it complies with all Applicable Laws concerning employment rights, human rights, non-discrimination and modern

slavery, and in particular does not hold any person in slavery or servitude, or arrange or facilitate the travel or stay of another person with a view to that person being exploited.

5. COMPLIANCE WITH ANTI-MONEY LAUNDERING AND TERRORISM FINANCING LAWS

5.1 Parties represent and warrant that, for the term of this Agreement:

- a. no funds (or portion thereof) that the parties may remit to each other will constitute the proceeds of crime;
- b. the parties will not (whether knowingly or with cause to suspect) acquire, use, possess, retain, control or otherwise deal in funds or other property constituting the proceeds of crime; and
- c. the parties will not otherwise engage in any activity or become concerned in an arrangement that may constitute an offence under Applicable Laws prohibiting dealing in the proceeds of crime and/or the financing of terrorism.

5.2 Partner represents and warrants that, in respect of the bank account to be used in connection with this Agreement ("**Bank Account**"):

- a. Partner is the sole holder and beneficiary of the Bank Account;
- b. all payments and transfers between Booking.com and the Bank Account (and vice versa) are at arm's length and do not violate any Applicable Laws (including in particular laws concerning money laundering, bribery and corruption, tax evasion, terrorist financing, financial sanctions and other financial crimes); and
- c. Partner does not use the Bank Account (or any funds transferred to or from Booking.com) to breach Applicable Laws.

5.3 Clause 5.2 does not prohibit payments from being made via a digital payment processor, digital wallet, virtual credit card or other method reasonably acceptable to Booking.com (the "**Alternative Payment Method**"), including where such Alternative Payment Method is established or holding funds outside Partner's jurisdiction of establishment or principal place of business, provided that Partner's use of that Alternative Payment Method is fully in compliance with all Applicable Laws (including financial laws) and does not otherwise result in a breach of the warranties contained in Clause 5.2.

6. INTERNAL COMPLIANCE MEASURES

6.1 Each party will, for the term of this Agreement, implement reasonable internal measures (including policies, procedures, compliance audits and training) intended to ensure that it (and its Personnel) does not breach the obligations set out in these Booking.com Compliance Requirements.

7. GENERAL

7.1 Partner agrees to complete and provide to Booking.com, or any advisor to Booking.com, any requested screening or re-screening questionnaires and/or associated documents.

7.2 Partner will immediately notify Booking.com in the event of any actual or suspected breach of these Compliance Requirements by Partner, its Personnel or its agents or other representatives.

APPENDIX 3

BOOKING.COM SECURITY, PRIVACY AND PROCESSING REQUIREMENTS

This Appendix forms part of the General Partner Terms. If there is a conflict between this Appendix and the remainder of the General Partner Terms, it should be resolved in favour of this Appendix.

1. RELATIONSHIP AND PERSONAL DATA PROCESSED

1.1 **Roles of parties:** The parties acknowledge and agree on the following:

- a. each party acts in principle as an independent and separate Controller where it Processes Personal Data in connection with this Agreement, and in this capacity: (i) determines at its sole discretion the purposes and means of such Processing, and (ii) is fully responsible for its own compliance with Technology and Data Laws;
- b. neither party Processes Personal Data on behalf of the other party;
- c. should any situation lead the parties to jointly determine the purposes and means of a given Processing by Booking.com or by Partner of any Personal Data in the context of this Agreement, each party shall be responsible for determining its respective responsibilities for compliance with obligations under Technology and Data Laws. Unless otherwise provided, each party shall handle data subject requests sent to it directly. The other party shall, at its own cost, provide all reasonable cooperation, assistance and information to enable the other party to handle such requests.

1.2 **Personal Data shared by Booking.com:** The parties acknowledge and agree on the following:

- a. Booking.com may share with Partner the information and Personal Data necessary in connection with this Agreement.
- b. Partner undertakes to Process such information and Personal Data solely for the purposes necessary in connection with this Agreement, and undertakes to comply with all use restrictions that arise as a result thereof from Technology and Data Laws, notably in terms of purpose limitation. In particular, except as otherwise permitted in this Agreement and to the extent such purposes were communicated to the Data Subject at the time of collection, Partner undertakes not to (directly or indirectly):
 - i. approach, contact or solicit any Data Subject, Visitor or Guest;
 - ii. send any direct or unsolicited mail;
 - iii. disclose such information or Personal Data to any third party; or
 - iv. use such information or Personal Data for any other commercial, promotional or marketing purposes.
- c. Booking.com provides information and Personal Data to Partner on an as-is basis, and cannot warrant and/or confirm the correctness or usability of the information and Personal Data shared by Booking.com with Partner, and Booking.com therefore cannot be held liable for the information and Personal Data shared by Booking.com with Partner.

1.3 **Integrations:** The parties acknowledge that the integrations chosen by Partner do not create any joint controllership between the parties, even in relation to the collection of Personal Data through such integrations, due to the technical features thereof. As a result, Booking.com acts as sole Controller for the collection and further Processing of such Personal Data carried out through or thanks to such integration. Partner undertakes not to (seek to) intercept any Personal Data Processed in such a way.

1.4 **Personal Data shared by Partner:**

a. If Partner shares Personal Data with Booking.com other than through an integration as described under Clause 1.3, then the following requirements apply:

- i. Partner shall notify Booking.com of the Personal Data it intends to share with Booking.com, the purposes for which these Personal Data may be processed by Booking.com and the means through which this Personal Data will be shared with Booking.com;
- ii. Partner shall obtain prior written confirmation from Booking.com for the disclosure of the Personal Data;
- iii. Partner shall ensure that the collection of such Personal Data and its disclosure are permitted under Technology and Data Laws; and
- iv. Partner shall be entitled and warrants that it is entitled pursuant to Technology and Data Laws to disclose the Personal Data to Booking.com, and shall have duly informed the relevant Data Subjects (including by adding to its website a link to the Booking.com privacy statement ([booking.com/privacy](https://admin.booking.com/hotel/hoteladmin/privacy.html)) and obtained consents to the extent necessary pursuant to Technology and Data Laws.

b. Booking.com shall not directly market (e.g. sending of newsletters or special promotions, (for example re-targeting services and online e-mail registration on the Partner Platform)) to Data Subjects or Visitor or Guests, unless that Data Subject, Visitor or Guest:

- i. visits or (has) visited a Booking.com website (other than through the Partner Platform) or otherwise has given consent to Booking.com to retarget or (re)market to them prior to the parties entering into this Appendix; or
- ii. has after the commencement of this Appendix given (tacit or express as applicable) consent for Booking.com to directly market or retarget them,

in either case whether such consent is granted by the Data Subject's or Visitor's or Guest's separate access to the Booking.com Platform or any channel other than the Partner Platform.

2. TRANSPARENCY, COMPLIANCE AND PRIVACY PRINCIPLES

2.1 **Transparency:**

a. Each party shall strive to comply with the principle of transparency in relation to the Processing of Personal Data, for instance through the provision of a relevant privacy statement to Data Subjects whenever required by Technology and Data Laws.

b. For the avoidance of doubt, this also applies to the Processing by Partner of Personal Data of/relating to Data Subjects acting on behalf of Booking.com (e.g. staff, contractors, agents).

c. For any Processing by Booking.com of Personal Data of/relating to Data Subjects acting on behalf of Partner (e.g. staff, contractors, agents), Partner acknowledges that such Processing takes place in accordance with the Booking.com privacy statement for business partners, made available online, as may be amended by Booking.com from time to time (presently found at <https://admin.booking.com/hotel/hoteladmin/privacy.html>). Partner procures that it will make such privacy statement available to such Data Subjects prior to providing their Personal Data to Booking.com and warrants that the provision to Booking.com of such Personal Data for such purposes is lawful.

- 2.2 **Compliance:** Partner shall implement measures in a manner that it meets all requirements and privacy principles under Technology and Data Laws in relation to this Agreement and performance thereof. Partner shall employ procedures to monitor its compliance with Technology and Data Laws. Partner shall not Process the Personal Data in a manner that may be detrimental to the reputation of Booking.com or have any other negative effect on Booking.com.
- 2.3 **Privacy Principles:** When Processing Personal Data as Controller in the context of performance of this Agreement, Partner shall ensure:
- that the Personal Data is Processed lawfully and fairly;
 - that it Processes such Personal Data only for specified, explicit and legitimate purposes in accordance with Technology and Data Laws and does not further Process Personal Data in a manner that is incompatible with those purposes;
 - that the Processing shall be limited to what is adequate, relevant and necessary in relation to the purposes for which Partner Processes such Personal Data, including by ensuring that any individual acting under its authority who has access to Personal Data does not process it except on instructions from Partner;
 - that such Personal Data it Processes is accurate and, where necessary, kept up to date, including by taking every reasonable step to ensure that Personal Data that is inaccurate is erased or rectified without delay;
 - that such Personal Data is kept in a form which permits identification of Data Subjects for no longer than is necessary for the purposes for which the Personal Data are Processed; and
 - that it is able to demonstrate compliance with this Clause 2.3.
- 2.4 **Cooperation:** Each party shall, at its own cost, provide all reasonable cooperation, assistance and information to enable the other party to comply with its obligations under Technology and Data Laws, including assisting the other party with the following:
- responding to requests from or notifying competent authorities (including supervisory authorities) in relation to the Booking.com Materials and Personal Data Processed and shared in the context of this Agreement;
 - responding to requests from Data Subjects wishing to exercise their privacy rights pursuant to Technology and Data Laws; and
 - conducting any assessment to validate compliance with the Technology and Data Laws and this Appendix.
- ### 3. SECURITY & INCIDENTS
- 3.1 **General security measures:** Each party shall implement and maintain technical and organisational measures appropriate to the risks to ensure the security (including the integrity, confidentiality, availability and continuity) of the Personal Data it Processes in the context of this Agreement, the Confidential Information it has received from the other party and of any digital properties (websites or other) within the scope of this Agreement, and to prevent, mitigate and respond to Incidents. Without limitation to the foregoing, Partner shall take into consideration minimum market practice such as the OWASP Top Ten lists or any other reasonable and relevant practices required by Booking.com in writing.
- 3.2 **Incidents - Reasonable and Appropriate Remedial Actions:** If at any time Partner becomes aware of, or has reasonable grounds to suspect, the occurrence of any Incident, Partner shall:
- without undue delay notify Booking.com and consult with Booking.com on the reasonable and appropriate actions to be taken;
 - subject to limitations existing under Applicable Law, be responsible for proactively providing all information necessary to Booking.com such that Booking.com can be fully informed and undertake its own investigation related to the cause, mitigation measures taken, and damages incurred or likely to be incurred by either party, and third parties, with respect to the Incident;
- take all immediate reasonable and appropriate actions required by the situation, even prior to any consultation (in which case Partner shall consult with Booking.com as soon as reasonably practicable afterward), to avoid or mitigate any adverse effects for Booking.com, and to prevent (further) harm to Booking.com or the affected Data Subjects; and
 - cooperate with Booking.com in taking any reasonable and appropriate action to address the Incident.
- 3.3 **Incidents - Disclosure:** Subject to mandatory requirements under Applicable Law, Partner:
- shall in no manner provide information to any third party (including any Regulator) without the prior notification of Booking.com; and
 - acknowledges and agrees that Booking.com retains the right to inform any third party (including any Regulator and affected Data Subjects) about any Incident, in particular where required by Applicable Law or where such Incident is not specific to Partner.
- ### 4. INTERNATIONAL DATA TRANSFERS
- 4.1 **Data transfer to non-UK or non-EEA recipients:** The parties shall ensure that Personal Data is only transferred to or accessed by recipients outside the UK or the EEA if such transfer is in accordance with Technology and Data Laws.
- 4.2 **Data transfer to non-UK or non-EEA Partner:**
- To the extent the transfer of Personal Data from Booking.com to Partner constitutes a transfer of Personal Data to a non-UK or non-EEA recipient, where possible an Adequacy Decision will be relied upon as the relevant data transfer mechanism under Technology and Data Laws.
 - For all other situations, the parties acknowledge that such transfer of Personal Data is required for performance of a contract in the interest of the Data Subject.
- ### 5. INSPECTIONS AND AUDITS
- 5.1 **Inspection and audit right for Booking.com:** Booking.com is entitled to conduct and/or instruct a third party to conduct an inspection of Partner or audit of Partner's records (including Processing- or security-related information), to the extent reasonably necessary to (a) fulfil any legal or reporting obligations of Booking.com, or (b) where Booking.com reasonably suspects non-compliance, verify compliance by Partner with this Appendix. Partner shall, and procures that its employees, agents or representatives shall, fully cooperate with Booking.com and such third party, as applicable, in this context notably by granting access to premises, personnel and information (including making available copies thereof) as are reasonably necessary for those purposes.
- 5.2 **Costs:** Booking.com shall bear the costs of any such inspection or audit unless it reveals a breach by Partner of any provision of this Agreement, in which event such costs will be borne by Partner, without prejudice to Booking.com's further rights and remedies in respect of such breach.
- ### 6. TREATMENT OF LOSSES
- 6.1 To the extent that any claim or complaint relating to the Processing of Personal Data leads to a finding of non-compliance by Booking.com or any of its Affiliates with Technology and Data Laws and such non-compliance is attributable to Partner, Partner undertakes to pay any related Losses on Booking.com or any of its Affiliates' behalf. Where such payment is not permitted for whatever reason, Partner acknowledges that such non-compliance constitutes a contractual breach as a result of which Partner (as the Indemnifying Party) will be liable towards, and compensate, indemnify and hold Booking.com and each of its Affiliates (as the Indemnified Party) harmless and is required to pay the Indemnified Party a lump-sum indemnity equal to the amount of

such Losses. Any claim under this Clause shall be conducted in accordance with Clause 14.5 (*Conduct of Indemnity Claims*).

- 6.2 **Consent:** Partner acknowledges and agrees that it may receive marketing communications from Booking.com. By accepting this Agreement, Partner consents to receive such communications via email, phone, text, or any other method of communication deemed appropriate by Booking.com. Partner may opt-out of receiving marketing communications at any time (by, for example, following the unsubscribe instructions included in each communication (where applicable)). Booking.com will not share or sell Partner's personal data with any third party for marketing purposes without Partner's explicit consent. Booking.com will only use Partner's personal data in accordance with Booking.com's privacy statement.

7. MISCELLANEOUS

- 7.1 **Notices:** Any notification or correspondence from Partner to Booking.com in relation to this Appendix shall be sent to dataprotectionoffice@booking.com.