

AFFILIATE AGREEMENT

BY REGISTERING AND SIGNING UP TO THE BOOKING.COM PARTNER PROGRAMME AS AFFILIATE PARTNER, THE AFFILIATE HEREBY AGREES, ACKNOWLEDGES, ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS OF THIS AFFILIATE AGREEMENT (THE "AGREEMENT").

BETWEEN:

1. BOOKING.COM B.V., a company incorporated under the laws of the Netherlands and having its registered seat at Herengracht 597, 1017 CE Amsterdam, the Netherlands ("Booking.com"), and
2. THE AFFILIATE, whose details are set out in the Affiliate Partner Registration Form (the Affiliate Partner Registration Form) (the "Affiliate").

WHEREAS:

- (i) Booking.com operates an online accommodation reservation system (the "System") through which participating Accommodations (collectively the "Hotels", each a "Hotel") can make their rooms available for reservation, and through which visitors can make reservations at such Hotels (the "Service");
- (ii) Booking.com maintains and exploits its own websites (the "Booking.com Websites"), and also provides the Service and links to the Service on the websites of third parties;
- (iii) the Affiliate owns, controls, hosts and/or operates one or more Internet domains and websites;
- (iv) the Affiliate and Booking.com wish that the Affiliate makes the Service (directly or indirectly) available to its customers and visitors of the Affiliate Website(s) and in such form and on such terms and conditions as set out in this Agreement.

HAVE AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In addition to terms defined elsewhere in this Agreement, the following definitions apply throughout this Agreement, unless the contrary intention appears:

"Accommodation" means any form of accommodation, including but not limited to hotels, motels, guest houses, bed & breakfasts, hostels, villa's, apartments, lodges, inn, guest accommodation, resort, condominium, camping accommodation and any other (type of) accommodation or lodging provider (whether or not available on the Booking.com Websites).

"Affiliate" means the Party of which the relevant (contact) details are set out in Affiliate Partner Registration Form.

"Affiliate Group" means the Affiliate and the ultimate holding company of the Affiliate (including the group of companies or entities which are under the (direct or indirect) Control of (the ultimate holding company or shareholder(s) of) the Affiliate).

"Affiliate Partner Registration Form" means the online sign up and registration form to be completed by the Affiliate.

"Affiliate Website(s)" means the website owned, controlled, hosted and operated by the Affiliate on which the Service shall be made available which URL's are set out in the Affiliate Partner Registration Form.

"Black Hat" (also called spamdexing) means any attempt to redirect search results to particular target pages in a fashion or manner that is in violation of the Spamming Regulations. Black Hat SEO tactics include: keyword stuffing, hidden text and links, doorway and cloaked pages, link farming and blog comment spam.

"Booking.com Competitor" means any direct or indirect competitor of Booking.com.

"Booking.com Brands" means any term or keyword which is the same as or confusingly similar to (including any variations, translations, misspellings and singular/plural forms of) any of following term(s): Booking, Bookings, Agoda, Active Hotels, or Priceline (with or without any associated Internet domain names (with whatever (country code) top-level domain) (e.g. Booking.com, Booking.fr, ActiveHotels.com, Agoda.com, priceline.co.uk, priceline.com).

"Booking.com Data" means the Intellectual Property Rights of Booking.com and the Content as provided to the Affiliate under this Agreement and such other information from time to time owned or used by Booking.com or embodied or included in Booking.com Websites or made available by Booking.com to the Affiliate (e.g. rates and availability).

"Booking.com Websites" means the website(s) of Booking.com.

"Cloaking" means a Black Hat search engine optimization (SEO) technique in which the content presented to the search engine spider is different to that presented to the user's browser, with the purpose to deceive search engines so they display the page when it would not otherwise be displayed. Cloaking includes the doorway page technique and the Open Directory Project web directory.

"Commission" means the amount in Euro (excluding VAT) that Booking.com will pay to the Affiliate for each Materialised Transaction, which amount shall be paid to the Affiliate prior to and independent of any payment made by the relevant Hotel to Booking.com.

"Connections" means all links, landing pages and/or XML feeds and/or deeplinks and/or hyperlinks, created, hosted and maintained by Booking.com.

"Content" means all (descriptive) information of Hotels available on the Booking.com Website including but not limited to hotel information and descriptions, guest reviews, meta data, details of facilities and (cancellation/no show) policies and general terms of the Hotels (including any translations thereof) and photos, video, pictures, but excluding rates and availability (including any updates, modifications, replacements, additions or amendments).

"Control" means the possession of the power or the ability to (directly or indirectly, alone or in concert with others, whether through the ownership of voting securities or other ownership interests, a partnership or otherwise) (i) exercise or cause to exercise more than one-half of the voting rights in the shareholders' meeting of a company, (ii) appoint more than one-half of the ((non-)executive) directors

or supervisory directors of a company, or (iii) direct or cause the direction of management relating to a company.

"CPA" means costs per action.

"CPC" means cost per click.

"CPM" means cost per mille (impressions).

"CPV" means cost per visitor or cost per view in the case of pop ups and unders.

"Customer Data" means the Guest's name, address (including email address), credit card details and such other confidential and private information of a Guest.

"Data Controller" means the party which determines the purposes and means of processing of personal data.

"Double Serving" means multiple ads on the same results page of a search engine with the purpose to direct traffic to similar websites or pages with similar content.

"Effective Date" means the date on which the Service is made available to the Guests on the Affiliate Website(s).

"Fraudulent Reservations" means a reservation that has not materialized (no show) and for which an invalid/stolen credit card has been used or a successful refund was made by the card holder.

"Guest" means a visitor of the Websites that completed a hotel reservation via the Service.

"Hotel" means any Accommodation available on or through the Booking.com Websites.

"Hotel Brands" means any term or keyword which is the same as or confusingly similar to (including any variations, translations, misspellings and singular/plural forms of) any trademarks or trade name (whether registered or unregistered) belonging to or owned by any Hotel.

"Intellectual Property Right" means any patent, copyright, inventions, database rights, design right, registered design, trade mark, trade name, brand, logos, service mark, know-how, utility model, unregistered design or, where relevant, any application for any such right, know-how, trade or business name, domain name (with whatever (country code) top-level domain, e.g. .com, .nl, .fr, .eu) or other similar right or obligation whether registered or unregistered or other industrial or intellectual property right subsisting in any territory or jurisdiction in the world.

"Link" means an embedded icon, object, graphic, or text within a web page or email that consists of a hypertext pointer to the URL address of Booking.com on the Affiliate Website(s).

"Materialised Transaction(s)" means the reservation by a visitor of the Affiliate Website(s) who, through the Connection, has made a reservation with a Hotel, and which reservation has resulted in the actual provision of accommodation, as confirmed to Booking.com by the Hotel.

"Micro Site" means all white label versions of the primary website of Booking.com, which are owned, created, hosted and maintained by Booking.com. The Micro Site may be marked with a 'powered by Booking.com' logo.

"Paid Search" means any form of online advertising that ties the presentation of an ad to a specific keyword-based search request.

"Parties" means Booking.com and the Affiliate (each individually a "Party").

"Price Comparison" means the comparison of hotel prices and/or availability made available from or by two or more online hotel booking platforms.

"SEM" means search engine marketing and includes any form of online marketing that seeks to promote websites by increasing their visibility in search engine result pages through the use of search engine optimization, paid placement, contextual advertising or paid inclusion.

"SEO" means search engine optimization and includes the process of (i) improving the volume or quality of traffic to a web site or a web page from search engines via "natural" or un-paid ("organic" or "algorithmic") search results, or (ii) realizing or creating an improved or better ranking in search engine results for a specific keyword or keywords.

"Spamming Regulations" means any policies, regulations, restrictions or obligations as from time to time prescribed, declared applicable or announced by Third Party Platforms which (i) prohibit or prevent Double Serving, Cloaking or any similar technique or method, or (ii) contain such further restrictions or regulations in respect of spamming or preserving a unique user experience.

"Third Party Platforms" means any (third party) search engine (marketing provider), website, meta-search engine, search engines spiders, travel search sites, price comparison sites, social networking communities, browsers, content sharing and hosting services and multimedia blogging services or other (similar) channels or other forms of (traffic hosting) media, whether online or offline.

"Transaction Fee" means the fee received by Booking.com from each Hotel for each Materialised Transaction.

"Websites" means the website(s) of Booking.com and its affiliated companies and affiliated partners (including the Affiliate Website(s)) on which the product and service of Booking.com is available.

"XML" means an xml connection between the Booking.com database and the Affiliate's database which can be provided by Booking.com.

1.2 No Partnership

1.2.1 This Agreement is not intended, nor should anything herein or in any of the arrangements contemplated herein, be construed, to create a joint venture or the relationship of partners, partnership or principal and agent between or among the Parties. Unless the Parties agree otherwise in writing, none of them shall (i) enter into any contract or commitment with third parties as agent for or on behalf of the other Party, (ii) describe or present itself as such an agent or in any way hold itself out as being such an agent, or (iii) act on behalf of or represent the other Party in any manner, or for any purpose.

1.2.2 Unless agreed otherwise in writing by Booking.com or save as set out otherwise in this Agreement, the Affiliate shall not publish anywhere on the Affiliate Website(s) any statement, either express or implied, that the website is part of, endorsed by, or an official website of Booking.com.

2. SCOPE OF THIS AGREEMENT

2.1 Non-exclusivity

Subject to the terms and conditions of this Agreement, the Affiliate shall operate as a non-exclusive distributor (affiliate) of Booking.com.

2.2 Service

2.2.1 For the term of this Agreement, Parties have agreed that the Service shall be made available by Booking.com to the Affiliate as set out in Affiliate Partner Registration Form (i.e. Link, or Micro Site) and on the website(s) as set out in Affiliate Partner Registration Form (i.e. the Affiliate Website(s)).

2.2.2 When a booking is made by a visitor on or through the Affiliate Websites through the System, Booking.com shall be solely responsible for the transmit of the relevant reservation details from the visitor who completed a booking to the Hotel (e.g. the date of arrival, number of nights, room type, and room rate, guest name, address and credit card details) and (sending of) the subsequent (email) confirmation to the Guest.

2.2.3 The Service shall include customer services to and for the benefit of the Guests. The Affiliate shall promptly refer and/or forward all customer service related issues and questions in respect of the Service, (the consummation of) the booking (including any amendment or cancellation of the booking), the Hotel and all other relevant (payment) issues, complaints and questions directly to (the customer service center of) Booking.com and not provide any further services in this respect.

2.2.4 The offer of the Service through Micro Site do not include the following features: temporary tests on Booking.com (other than the "test hotel" made available for the Affiliate Website(s)), guest reviews and such other (new) features as Booking.com at its sole discretion may determine.

2.3 Link or Micro Site

2.3.1 In the event that the Service is made available through the Link, the Affiliate shall at its own costs integrate and make the Link available at such prominent place(s), web-pages and in such place, size and form on the Affiliate Website(s) as mutually agreed upon by Parties.

2.3.2 In the event that the Service is made available through the Micro Site, the Affiliate shall at its own costs integrate and make the Connections and/or the Micro Site available at such prominent place(s), web-pages and in such place, size and form on the Affiliate Website(s) as mutually agreed upon by Parties.

3. LICENSE

3.1 Mutual license

3.1.1 Subject to Clause 4.4, Booking.com hereby grants the Affiliate a non-exclusive, royalty free and worldwide right and license (or sublicense as applicable):

(a) to display such elements of the Booking.com Data and such further information of the Hotels on the Affiliate Website(s), all as provided or made available by Booking.com to the Affiliate;

(b) to promote and market the Service subject to the terms set out in this Agreement.

3.1.2 The Affiliate hereby grants Booking.com a royalty free and worldwide right and license:

(a) to incorporate, integrate, include and display the Link, the Micro Site and/or the Connection (as applicable) on the Affiliate Website(s), and

(b) to make the Service available on the Affiliate Website(s).

3.2 No sublicense right and non-disclosure

3.2.1 Unless agreed otherwise in writing by Booking.com, the Affiliate shall not (i) be entitled to sublicense the rights granted to it under Clause 3.1.1, or (ii) sublicense the Link or Connection to any third party, or (iii) hyperlink to the Booking.com Website via or in collaboration with (the websites of) companies within the Affiliate Group and/or third parties.

3.2.2 Unless agreed otherwise by Booking.com in writing or save as set out otherwise in this Agreement, the Affiliate shall not directly or indirectly be entitled to sell, use, transfer, (sub)license, communicate, disclose, make available, allow access to, divulge or otherwise disseminate the Booking.com Data or the Content (i) to any third party, (ii) for price/availability comparison purposes, sites, reviews or investigations, or (iii) for any other purpose other than (generating Hotel reservations through) the Service.

4. COVENANTS AND UNDERTAKINGS

4.1 General covenants, undertakings and obligations

4.1.1 Subject to the terms of this Agreement, the Affiliate agrees to use commercially reasonable endeavours to (i) customize the Affiliate Website(s) and integrate the Link, Connections and/or the Micro Site in such a way as to generate as much traffic as possible to the Booking.com Website or the Affiliate Website(s), and (ii) promote and market the Hotels and the option to book Hotels on the Affiliate Website(s) within its commercial and internal network and for this purpose shall make its distribution network and channels (e.g. its internet and intranet) available.

4.1.2 The Affiliate agrees not to take or omit to take any action which may affect Booking.com's relationship with the Hotels available on the Booking.com Websites. The Affiliate agrees not to cause or permit to be done anything which may cause Booking.com to be excluded from the process of booking with any Hotel, moreover, the Affiliate shall not in a negative or detrimental way speak (i.e. badmouth) of or comment on (the business of) Booking.com and shall not persuade, induce or attempt to induce any Hotel to terminate its contract with or reduce its dealings and business with Booking.com.

4.1.3 The Affiliate agrees not to communicate with any Hotel in respect of (consumed) bookings made through the System or for any customer service in respect of such bookings made through the System or consumed.

4.1.4 The Affiliate shall duly and diligently maintain and adjust the contents of the Affiliate Websites and shall keep the Affiliate Website(s) up-to-date and accurate. The Affiliate shall promptly correct any errors or omissions on the Affiliate Website(s) and in the information relating to the Hotels after becoming aware of such errors or being notified by Booking.com.

4.1.5 The Affiliate shall not programmatically evaluate and extract information (including guest reviews) from any part of the Booking.com Website (e.g. screen scrape).

4.1.6 The Affiliate shall not make any static copy of the Content or any part of the Booking.com Website on the Affiliate's own server (including guest reviews).

4.1.7 The Affiliate shall not make any bookings or reservations with any Hotel on the Booking.com Website or the Affiliate Website with the purpose of reselling such booking or reservation to or for the benefit of a third party.

4.1.8 Booking.com will provide the Affiliate with a unique link to a secured website of Booking.com (the "Secured Website"), user ID and password which allows the Affiliate to monitor the booking of accommodation through the Affiliate Website(s) and all relevant management information made available by Booking.com online. The Affiliate shall safeguard and keep the user ID and password confidential and safely stored and not disclose it to any person other than those who need to have access to the Secured Website. The Affiliate shall immediately notify Booking.com of any (suspected) security breach or improper use.

4.1.9 The Affiliate agrees and acknowledges that the restrictive covenants, undertakings, commitments, obligations and restrictions set out in this Clause 4 are of material importance to Booking.com, in particular for (i) its willingness to enter into this Agreement with the Affiliate and make the Service, the Content and the Booking.com Intellectual Property Rights (directly or indirectly) available to the Affiliate, and (ii) the protection of goodwill, product, service and (market) reputation of Booking.com. Furthermore, the Affiliate agrees and acknowledges that all covenants, undertakings, commitments, warranties, obligations and restrictions set out in this Clause 4 shall (a) be promptly, duly and diligently complied with by the Affiliate, and (b) also apply in respect of the companies within the Affiliate Group and the Affiliate shall procure, warrant and undertake that the companies within the Affiliate Group shall observe, adhere to, comply with and act in accordance with the terms and conditions set out in this Clause 4.

4.2 Goodwill and brand protection

4.2.1 In order to protect the product, service, brand and goodwill of Booking.com, the Affiliate hereby covenants, undertakes and warrants that the Affiliate Website(s) (including all other websites (directly or indirectly) owned, controlled or hosted by the Affiliate or companies within the Affiliate Group) save for the Micro Site, is (and shall remain) sufficiently and substantially distinct and different from the Booking.com Website (to be determined at Booking.com sole discretion). The Affiliate hereby agrees and acknowledges that for the term of this Agreement and continuing thereafter:

(a) the look and feel of the Affiliate Website(s) (including all other websites (directly or indirectly) owned, controlled or hosted by the Affiliate) shall be distinctly and significantly different to the Booking.com Website including in respect of the color scheme, the composition, the typefaces, the design and the layout (including the brand), the (click) buttons, boxes and banners and the available features (save for those features reasonably required for the performance of the Affiliate's obligations under this Agreement);

(b) any logo(s) used on the Affiliate Website(s) (including all other websites owned, controlled or hosted by the Affiliate) shall be distinctly different to the Booking.com logo (save for any logo that may be provided by Booking.com for use by the Affiliate under or pursuant to this Agreement);

(c) the Affiliate shall not in any way imitate or copy the Booking.com Websites (in general or in respect of certain (new) features, pages, form, composition or aspects), and

(d) the Affiliate shall promptly comply at its own costs with any reasonable requests from Booking.com to make such (further) changes, alterations or amendments to any aspect of the Affiliate Website(s) which is or can be regarded to be confusingly or significantly similar to any element of the Booking.com Website.

4.3 Intellectual Property Rights

4.3.1 The Affiliate acknowledges that Booking.com and/or its licensors shall retain ownership of all rights, title and interest in and to all Intellectual Property Rights of Booking.com or embodied in the Booking.com Website, including (but not exclusively) the Booking.com logo and the Content.

4.3.2 The Affiliate shall not (directly or indirectly) disclose, integrate, include, use, combine, exploit, incorporate or otherwise make the Booking.com Data (or any part thereof) available (a) with its own content and/or the content of any Booking.com Competitor (including the Hotels), or (b) to or for the benefit of (i) itself (save for enabling the Service and the System in accordance with the terms of this Agreement), or (ii) any third party (including any Booking.com Competitor and the Hotels) (whether for the promotion of, marketing of, reference to, promotion of, advertising of or otherwise in the interest of or to such party), or (c) for any other purpose or in any other manner and/or on or through Third Party Platforms except as expressly provided for in this Agreement. The Affiliate shall not amend, alter, modify, distort, create derivative and/or new works based on and/or derived from the Booking.com Data and the Booking.com Data shall not include a (direct or indirect) link, reference, click-through or reference to (the website of) a Booking.com Competitor (including the Hotels). Upon termination or expiration of this Agreement, the Affiliate shall destroy, delete or upon first request of Booking.com return all Booking.com Data (including all hard and soft copies).

4.3.3 The Affiliate shall (and shall procure that the companies within the Affiliate Group shall) not (directly or indirectly) register, acquire, use, purchase or obtain Internet domain name which incorporates any word or words which are identical, or confusingly or substantially similar to "Booking", "Bookings" or any variations, translations or misspellings thereof, included as part of the address.

4.3.4 By entering into this Agreement, Booking.com does not (explicitly or tacitly) waive or forfeit any of its rights to which it is entitled by any law, contract or otherwise (now or in the future) in respect of the Booking.com Intellectual Property Rights vis-à-vis the Affiliate or other third parties.

4.4 Promotion and marketing

4.4.1 During the term of the Agreement, the Affiliate agrees and warrants that it shall not (and shall procure that companies within the Affiliate Group shall not) conduct, undertake, use, perform or exercise (or have or authorize third parties (to) conduct, undertake, use, perform or exercise) (a) Paid Search, SEM or SEO activities, (b) any activity to unfairly influence the results of Third Party Platforms, or (c) any other form of online targeted advertising (whether directly, indirectly, or via or through Third Party Platforms) in respect of:

(i) the Service;

(ii) the Booking.com Website;

- (iii) the Content;
- (iv) the Booking.com Data;
- (v) the Booking.com Brands;
- (vi) the Hotel Brands (unless the owner of such Hotel Brand has given its prior written consent to the Affiliate for the use of that specific Hotel Brand), or
- (vii) the Affiliate Website to the extent that the Paid Search, SEM, SEO or other online targeted advertising activities are related to (a) the offer, booking or reservation of Accommodation (whether through the Service or otherwise), or (b) information in respect of Accommodation.

Clause 4.4.1 in respect of paragraph (i) up to and including (v) shall survive termination of this Agreement.

4.4.2 The Affiliate shall not use, exploit or otherwise employ, directly or indirectly, any Third Party Platforms, to seek to avoid or circumvent its covenants, obligations or restrictions under this Agreement or those restrictions or covenants of which the Affiliate could reasonably expect that any such actions fall under the scope of this Agreement.

4.4.3 The Affiliate shall not exploit or use the Content for any purpose or in any manner and/or on or through Third Party Platforms except as expressly provided for in this Agreement.

4.4.4 During the term of this Agreement (and continuing thereafter in respect of the Booking.com Brands and the Booking.com Data) the Affiliate shall immediately comply with any request made by Booking.com to adhere to and comply with this Clause 4.4.

4.5 No Double Serving or Cloaking

4.5.1 The Affiliate Websites shall not be (directly or indirectly) linked to the Booking.com Websites due to Double Serving or any similar technique or method or such other restrictions as set out in any Spamming Regulations.

4.5.2 In the event that the Service is made available through the Link or the Micro Site, the Affiliate shall not make the Service (directly or indirectly) available through or use for this purpose travel search sites or price comparison sites, unless agreed otherwise in writing by Booking.com.

4.5.3 The Affiliate shall not (directly or indirectly) make the Affiliate Website(s), the Content or the Service available or present the Content, to the Third Party Platforms with the intention or purpose of or by (trying to) mislead(ing), deceive (deceiving), trick(ing) or fool(ing) human editors, computer search engine spiders, web-crawlers or (meta) search engines (including any similar tools or engines) of Third Party Platforms in order to give the Affiliate Website(s) a higher ranking or display when it would not otherwise be displayed or higher ranked if it would not have been using Cloaking or any similar technique or method.

4.5.4 The Affiliate covenants, undertakes and warrants to promptly adhere to, observe and comply with the Spamming Regulations (and all reasonable requests made by Booking.com in this respect) in order to avoid any breach by Booking.com or the Affiliate Website(s) of such policies due to or in respect

of the Affiliate Website(s). For the avoidance of doubt, the Affiliate cannot enforce any rights in this respect towards or vis-à-vis Booking.com and hereby waives any (right of) defense or claims against Booking.com in this respect.

4.6 Non-solicitation

4.6.1 The Affiliate agrees not to contact, solicit or accept any Hotel (i) as its business partner for bookings or reservation (directly or indirectly) on or through the Affiliate Website(s), (ii) for sale of advertisement space or other (online) advertisement or marketing purposes (whether through banners, click-through, (text) links, pop-ups or otherwise) on the Affiliate Website(s), or (iii) for any other reason.

4.7 Similar domain names

4.7.1 In the event that the Affiliate has or uses a domain name (confusingly) similar to the Booking.com Brands (the "Similar Domain Name") for the Affiliate Website(s) (to be determined at Booking.com discretion) or in the event that the Affiliate wishes to register, acquire, use, purchase or obtain a Similar Domain Name (subject to Booking.com prior written approval), the following applies. The Affiliate shall (and shall procure that the companies which it Controls shall) not, directly or indirectly:

- (a) bid on or purchase internet placement rights for the Similar Domain Name or any part or similarities thereof in any manner in any of its advertising, including but not limited to, internet and web advertising.
- (b) include the Similar Domain Name or any part thereof, or similar variations, translations or misspellings, in the meta tags of any web site code. This includes the meta title, meta keywords or meta description.
- (c) purchase, obtain or use, directly or indirectly, any keywords from Third Party Platforms so as to redirect traffic to the Similar Domain Name, and
- (d) purchase the Similar Domain Name or any part thereof, or any variations, translations or misspellings thereof, for use in text links, banner ads, pop-up ads or any other type of ad that could be associated with a keyword campaign.

4.7.2 In respect of Similar Domain Names other than the Affiliate Website, Parties have agreed that (i) all such Similar Domain Names shall be directly linked to the Affiliate Website through or via a direct re-direct and not actively be available or online for whatever purpose, and (ii) the Affiliate (nor any of the Affiliated Group) shall not in any way (online or offline) market, promote, dispose, sell, offer, advertise, (sub)license, make available, allow access to, refer to, publish or distribute the Similar Domain Names.

4.8 Price Comparison

4.8.1 In the event that the Affiliate offers Price Comparison on a relevant Affiliate Website(s) as set out in the Affiliate Partner Registration Form, the Affiliate shall for that relevant Affiliate Website(s) solely be granted access to the rate(s) and availability data of relevant Hotels as made available on the Booking.com Website (collectively, the "Rates and Availability Data") pursuant to a direct connection to the Booking.com web-servers (i.e. via a XML connection). The Rates and Availability Data will be made available in accordance with such further terms and conditions as made available by Booking.com.

4.8.2 The Rates and Availability Data does not include and the Affiliate shall not be entitled to use, copy, refer to or include on its websites where the Price Comparison is available, the Booking.com Data and Content from Booking.com Website or web servers or a third party (website) with whom Booking.com has a contractual relationship to provide the Content.

4.8.3 In the event that the Affiliate offers Price Comparison, the room rates made available by all Booking.com Competitors (including all Accommodation providers or booking or reservation center, intermediate or agent (collectively the "Third Party Providers")) on the Affiliate Website are accurate, correct and not misleading compared to the actual rate(s) as made available on the website(s) of the Third Party Providers.

4.8.4 Booking.com shall be treated at least as favorable on the Price Comparison website of the Affiliate (in respect of ranking, display and conversion opportunities) as the best converting (x) Booking.com Competitors, (y) Hotels or (z) any booking or reservation center, agent or intermediate of or managed, owned or controlled by a Booking.com Competitor or Hotels, available on the Price Comparison website of the Affiliate.

4.9 Burden of proof, compliance, injunctive relief and further remedies

4.9.1 Parties agree and acknowledge that in the event of an (alleged or threatening) infringement or breach by the Affiliate of its obligations under this Clause 4, the burden of proof is carried by the Affiliate. In other words, Booking.com carries the benefit of assumption and the Affiliate needs to provide and deliver sufficient and satisfactorily evidence (i.e. conclusive and irrefutable) in order to defend or reject a claim.

4.9.2 In the event that a Booking.com Website, campaign or advertisement is linked to the Affiliate Website(s) or the Affiliate's campaign or advertisement (or vice-versa) or in the event of a (threatening) breach of the Spamming Regulations by the Affiliate, the Affiliate shall (i) promptly notify Booking.com of such (threatening) breach after becoming aware of such breach, and (ii) upon first request of Booking.com promptly implement, comply with and abide by all of the terms, restrictions and prohibitions set out in this Agreement or requested by Booking.com. The Affiliate shall promptly contact each Third Party Platform or third party agency, and revise the Affiliate Website(s) and all ad copy, titles, descriptions, keywords, URL's, text links, advertisements, including all meta tags (meta titles, meta keywords and meta descriptions) to comply with the terms of this Agreement or as requested by Booking.com.

4.9.3 The Affiliate agrees and acknowledges that pending any compliance or implementation of the reasonable requests made by Booking.com or in the event that the Affiliate does not promptly comply with or adhere to all such requests of Booking.com under or pursuant to this Clause 4, Booking.com shall be entitled to postpone its obligations under this Agreement (including the offer of the Service, System and the Booking.com Data) or immediately terminate this Agreement.

4.9.4 In the event of a breach of the covenants, undertakings, restrictions, obligations and/or warranties set out under this Clause 4 by or attributable to the Affiliate, Booking.com shall be entitled to exercise the following actions and rights, notwithstanding the remedies and actions for specific performance, damage compensation or injunctive or equitable relief available by law or contract:

- (a) suspension of its (payment) obligations under or termination of this Agreement with immediate effect;
- (b) Booking.com shall be entitled to use a Percentage Commission Split of 0% for all bookings made and/or each Materialised Transaction during the term that the Affiliate breaches the relevant obligations set out in Clause 4 or has not remedied its breach of the relevant obligations as set out in Clause 4 in full, and
- (c) in the event of the use of a Similar Domain Name (or ownership or registration by the Affiliate of a website with a (confusingly) similar domain name as owned or used by Booking.com) and a repeated and/or material breach of Clause 4, the Affiliate shall transfer, assign and register the Similar Domain Name (including the website(s) with a (confusingly) similar domain name) to and in the name of Booking.com through a domain name registrar company of Booking.com's choice to be completed within 20 business days after the occurrence of a breach. In the event the Affiliate does not (cooperate with and effectuate the) set over, assignment and transfer (of) the relevant domain names, the Affiliate hereby irrevocably and unconditionally authorizes, empowers and gives a power of attorney to and in favor of Booking.com to sign and/or execute all documents that are necessary or useful in relation to or required for the assignment, registration, set over and transfer of the domain names to and in the name of Booking.com.

5. COMMISSION

5.1 Commission split

5.1.1 Booking.com will pay the Affiliate for each Materialised Transaction the Commission, by using a percentage commission split for the number of Materialised Transactions, in accordance with the following table (the "Percentage Commission Split"):

Materialised Transactions per month	Percentage Commission Split
0-50	25%
more than 50	30%
more than 150	35%
more than 500	40%

5.1.2 The Percentage Commission Split applied to all Materialised Transactions for which the reservation was made in the month n will be re-evaluated on a monthly basis and selected from the table based on the number of Materialised Transactions in month n-2.

5.2 Self-invoicing and invoice

5.2.1 Booking.com operates, and the Affiliate accepts, a "self-invoicing" system for any Commission owed to the Affiliate.

5.2.2 On or before the 5th business day of each month (the actual date being the "Release Date"), Booking.com shall provide the Affiliate with a credit invoice stating the Commission payable that month (the "Invoice").

5.3 Payment and transfer Commission

5.3.1 Booking.com shall pay Commission to the Affiliate on a monthly basis, 60 days after the end of the month in which the guest departs, unless the amount of Commission due to the Affiliate at that time is less than €100, in which event Booking.com will be entitled to postpone payment until the month when such amount is due or until the amount is claimed by the Affiliate after the termination of this Agreement.

5.3.2 All Commission payments shall be made by direct bank transfer, into the bank account specified by the Affiliate in the Affiliate Partner Registration Form, or into any other bank account that the Affiliate may notify to Booking.com from time to time.

5.3.3 Booking.com is at all times entitled to cease and suspend its (payment) obligations (including offering and enabling the Service) until it has been able to identify and verify (screen) the Partner (including the relevant parties that own and/or control the Partner).

5.3.4 For each reservation made on or through the Partner Platform (through the Service), the Partner shall be entitled to compensate and grant a cashback to the relevant customer up to a maximum amount of 4% of Total Bookings Value of the relevant Materialized Transaction.

6. FRAUDULENT RESERVATIONS

6.1 Parties agree that when calculating the compensation due to the Affiliate, fraudulent reservations will not be taken into account as Materialised Transactions (each a "Fraudulent Reservation").

6.2 In the event that Booking.com has been informed by the accommodation partner of an (alleged) Fraudulent Reservation or if it otherwise has reason to believe that the relevant reservation concerns a fraudulent reservation, Booking.com is entitled to either reconcile (and adjust) the issued credit invoice before payment has been made or issue a debit invoice after payment has been made by Booking.com (latter shall be subject to Clause 6.3)

6.3. To the extent that the Affiliate has incurred costs in connection with a Fraudulent Reservation (i.e. issuance of any loyalty/membership points/rewards under its loyalty program to the relevant customer who made a fraudulent reservation or shared commission with a sub-affiliate partner (if applicable)) and in order to avoid the issuance of a debit invoice, the Affiliate shall reclaim the relevant paid/granted funds, rewards/points/etc. Insofar the Affiliate (acting in good faith) cannot reasonably reclaim the relevant funds or rewards/points/etc. (e.g. points have been spend) or is legally not entitled to reclaim the relevant funds or rewards/points/etc., it shall be entitled to the relevant commission for the Fraudulent Reservation and Booking.com shall cancel the debit invoice. Parties shall in good faith discuss the situation to resolve the situation and fraudulent behaviour in an amicable manner.

7. REPRESENTATIONS AND WARRANTIES

7.1 Affiliate warranties

The Affiliate hereby represents and warrants to Booking.com that for the term of this Agreement:

(i) the Affiliate has all necessary rights, title to, power and authority to own, operate and use the Affiliate Website(s) (including the relevant domain name(s)) and to include the Link, the Micro Site or the Connection (as applicable) on the Affiliate Website(s);

(ii) the Affiliate Website(s) shall not (a) violate Spamming Regulations, public policy and morals, or (b) contain any inappropriate, improper or unlawful content, reference, material, information, links or banners (e.g. in respect of porn or racism), defamatory statements, elements which violate the privacy of third parties or are abusive, offensive or obscene;

(iii) the Affiliate holds and has complied with all permits, licenses and other governmental authorisations necessary for conducting, carrying out and continuing its operations and business, and

(iv) the Affiliate 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.

7.2 Parties warranties and undertakings

7.2.1 Each Party represents and warrants to the other Party that for the term of this Agreement:

(i) it has the full corporate power and authority to enter into and perform its obligations under this Agreement;

(ii) it has taken all corporate action required by it to authorise the execution and performance of this Agreement;

(iii) this Agreement constitutes legal valid and binding obligations of that Party in accordance with its terms.

7.2.2 Each Party shall use its commercially reasonable efforts to protect and safeguard its Website(s).

7.3 Disclaimer

7.3.1 Except as otherwise expressly provided in this Agreement, neither Party makes any representation or warranty, express or implied, in connection with the subject matter of this Agreement and hereby disclaims any and all implied warranties, including all implied warranties of merchantability or fitness for a particular purpose regarding such subject matter. Booking.com provides the Service on an "as is" and "as available" basis.

7.3.2 Each Party acknowledges the difficulties inherent to the use of the Internet, in particular, varying speeds and congestion in the network can cause interruptions and difficulties in accessing a Website. Each Party excludes any and all liability in respect of the other Party which is related to any (temporary (scheduled or unscheduled) and/or partial or wholly) breakdown or downtime (for maintenance, updates or otherwise) of the Websites, the Secured Website, the System and/or the Service.

8. INDEMNIFICATION AND LIABILITY

8.1 Indemnification

Each Party (the "Indemnifying Party") shall be liable towards, and compensate, indemnify and hold the other Party (the "Indemnified Party") harmless for and against any direct damages, losses (excluding any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim or any special, indirect or consequential losses and/or damages), liabilities, obligations, costs, claims, claims of any kind, interest, penalties, fines, legal proceedings and expenses

(including, without limitation, reasonable attorneys' fees and expenses) actually paid, suffered or incurred by the Indemnified Party pursuant to:

- (i) a breach of this Agreement by the Indemnifying Party, or
- (ii) any claim from any third party based on any (alleged) infringement of the third party's Intellectual Property Right by the Indemnifying Party.

8.2 Maximum liability

8.2.1 Save as otherwise provided for in this Agreement, the maximum liability of a Party for all claims made against such party by the other Party under or in connection with this Agreement in a year shall not exceed the aggregate commission received or paid by such Party in the preceding year or EUR 100,000 (whichever is higher), unless in the event of fraud or wilful misconduct of Indemnifying Party, in which event the limitation of liability is not applicable for such liable party.

8.3 Third Party Claim

In the event of a third party claim, the indemnified Party shall promptly notify the other Party and Parties shall act in good faith and use their commercially reasonable efforts to consult, cooperate and assist each other in the defence and/or settlement of such claim, whereas the indemnifying Party shall be entitled to take over a claim and assume the defence and settlement (in consultation and agreement with the indemnified Party and with due observance of both Parties' interests), and neither Party shall make any admission, file any papers, consent to the entry of any judgment or enter into any compromise or settlement without the prior written consent of the other Party (which shall not unreasonably be withheld, delayed or conditioned).

8.4 Waiver of consequential damages etc.

In no event shall any Party be liable to the other Party for any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim or any indirect, special, punitive, incidental or consequential damages or losses whether such damages are alleged as a result of a breach of contract, tort or otherwise. All such damages and losses are hereby expressly waived and disclaimed.

8.5 Notwithstanding contrary in this Agreement, Partner shall:

- (i) be fully responsible and liable for any infringement of applicable data protection, ePrivacy or marketing laws, legislation, regulations or codes when promoting the Services as permitted under the Agreement; and
- (ii) shall fully indemnify Booking.com for any damages, losses, claims, costs and fines suffered by or imposed on Booking.com as a result of a breach of this Clause 8.5.

9. TERM, TERMINATION AND SUSPENSION

9.1 Term, termination and suspension

9.1.1 Unless agreed otherwise, this Agreement shall commence on the date hereof for indefinite period of time.

9.1.2 Each Party may terminate this Agreement with immediate effect at any time and for any reason, by written notice to the other Party.

9.1.3 Each Party may terminate this Agreement or suspend this Agreement in respect of the other Party, with immediate effect and without a notice of default being required in case of:

- (a) a material breach by the other Party of any term of this Agreement;
- (b) (filing of a request for) bankruptcy or suspension of payment (or similar action) in respect of the other Party, or
- (c) a (direct or indirect) change of Control in respect of the other Party.

9.1.4 This Agreement will terminate automatically in the case that no Materialized Transactions are effected in a period of 12 consecutive months.

9.1.5 Upon termination of this Agreement Booking.com shall continue to pay to the Affiliate any outstanding Commission in accordance with Article 5 for a period of 12 months after the termination date, on the condition that Booking.com has the correct contact and banking details for the Affiliate during that period. Should the Affiliate fail to claim any unpaid Commission within that 12 month period, such failure shall constitute an effective waiver of the Affiliate's right to claim such Commission.

9.1.6 Upon termination and save as set out otherwise, this Agreement shall absolutely and entirely terminate and cease to have effect without prejudice to Party's rights and remedies in respect of an indemnification or a breach by the other party of this Agreement. Clause 4.1.2, 4.1.5, 4.1.6, 4.1.7, 4.2, 4.3, 4.4.1, 4.9.4(c), 9, 10, 11, 12, 13 and 14 shall survive termination of this Agreement.

9.1.7 In the event of (alleged) fraudulent activities by the Partner (or parties related to or using the Service through the Partner) or insofar required by law, court order, (semi) governmental instruction or orders, arbitrational decision (or similar ruling), subpoena, Booking.com reserves the right to suspend its (payment) obligations under the Agreement (including pay out of any (cashback) fee, commission or other amount to the Partner or any third party) and any (pre)paid amount under or related to (fraudulent) activities shall be repaid within 14 days after a request there to by Booking.com).

10. BOOKS, RECORDS AND AUDIT RIGHT

10.1 Books and records

10.1.1 The systems, books and records of Booking.com (including Extranet, faxes and/or emails) shall be considered conclusive evidence in respect of the amount of the Commission due to the Affiliate under this Agreement.

10.2 Audit right

10.2.1 If Booking.com in good faith has reason to believe that the Affiliate has breached its obligations in respect of this Agreement, Booking.com may audit such systems, records and books (of account) of the Affiliate for the purpose of verification, review, and investigation (as applicable) of the obligations of the Affiliate under this Agreement, in accordance with the following:

- (a) Parties shall promptly appoint an independent certified auditor (the "Auditor"), reasonably acceptable to both Parties, who will be permitted to conduct an audit in respect of the relevant ((alleged) breached) covenant, undertaking, warranty or obligation under this Agreement.
- (b) Parties shall provide the Auditor with all such information, data, co-operation, assistance and access to books and records of account, documents, files and papers and information stored electronically as the Auditor may reasonably request for the purpose of completing the scope of his/her assignment in a timely manner.
- (c) The Auditor will provide both Parties with a copy of his/her report (the "Report") which Report shall provide for the results and finding of the audit.
- (d) Audits will be conducted on business days during regular business hours.
- (e) Booking.com shall bear the costs and expenses of the Auditor unless the Auditor determines otherwise on the basis of reasonableness and fairness.

11. CONFIDENTIALITY

11.1 Confidential Information

Parties understand and agree that in the performance of this Agreement, each Party may have access to or may be exposed to, directly or indirectly, confidential information of the other party (the "Confidential Information"). Confidential Information includes Customer Data, transaction volume, marketing and business plans, business, financial, technical and operational information, usage statistics, ranking data, information in respect of rate, product and availability parity, pricing policies, conversion data and volume of click-throughs, and other related statistics, personal data of Guests, any software or information regarding software provided or used by Booking.com in connection with this Agreement, the terms of this Agreement and such other non-public information that either a disclosing party designates as being private or confidential or of which a receiving party should reasonably know that it should be treated as private and confidential.

11.2 Protect and safeguard Confidential Information

Each Party agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party and receiving party shall not use any Confidential Information for any purpose except in furtherance of this Agreement, (b) it shall maintain, and shall use prudent methods to cause its employees, officers, representatives, contracting parties and agents (the "Permitted Persons") to maintain, the confidentiality and secrecy of the Confidential Information, (c) it shall disclose Confidential Information only to those Permitted Persons and who need to know such information in furtherance of this Agreement, (d) it shall not, and shall use prudent methods to ensure that Permitted Persons do not (i) copy, publish, transmit, reproduce, divulge, disclose or make the Confidential Information available to any third party, or (ii) use or store it in an unprotected retrieval system or data base (other than pursuant to the terms hereof), and (e) it shall return or destroy all ((hard and soft) copies of) Confidential Information upon written request of the other Party.

11.3 Permitted disclosure

Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it (i) is or becomes part of the public domain through no act or omission on the part of the receiving party, (ii) was possessed by the receiving party prior to the date of this Agreement, (iii) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto, or (iv) is required to be disclosed pursuant to law, court order, subpoena or governmental authority.

12. PRIVACY AND SECURITY

12.1. Parties shall use commercially reasonable efforts to safeguard the confidentiality and privacy of any personal data processed in the context of this Agreement and to protect it from unauthorized use or release. Save as otherwise provided in this Agreement, each Party agrees to comply with the applicable (data and ePrivacy) laws, rules and regulations of the jurisdiction where such Party is incorporated (including (if applicable) the EU member state law implementing Directives 95/46/EC, 2002/58/EC (as amended or replaced) on the processing of personal data and the protection of ePrivacy, and the EU General Data Protection Regulation.

12.2. The Affiliate understands and agrees that Booking.com shall solely be a data controller of any personal data collected and further processed by Booking.com in the context of this Agreement.

12.3. Affiliate understands and agrees that Booking.com shall process any personal data collected and relating to Affiliate and/or any persons acting on its behalf in accordance with the Booking.com privacy statement for business partners available on <https://admin.booking.com/partner/>. Affiliate agrees to have obtained any necessary consent for the collection and use of personal data by Booking.com in the context of the Agreement relating to any person acting on behalf of Affiliate.

13. MISCELLANEOUS

13.1 Notices

13.1.1 All notices and communications must be in English, in writing, and sent by facsimile or nationally recognized overnight air courier to the applicable facsimile number or address set out in this Agreement. Notices are deemed delivered and received upon successful facsimile transmission or one business day after the date of delivery by a recognized overnight air courier.

If to Booking.com:

Booking.com B.V.

Attn. Director Strategic Partnerships

Herengracht 597

1017 CE Amsterdam

The Netherlands

Fax: +31 20 712 5660

Please contact us via <https://affiliates-support.booking.com>

If to the Affiliate:

See Affiliate Partner Registration Form.

Any notice or communication to be provided to the Affiliate under this Agreement shall be sent to the email address as provided by the affiliate in the Affiliate Partner Registration Form.

13.2 The Affiliate shall clearly include in all correspondence (e.g. in the reference or subject line) its assigned Affiliate ID number.

13.2 Covenant and undertaking

13.2.1 Each Party shall, at its own costs and expenses, use all reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable law or upon reasonable request of Booking.com, and execute and deliver such instruments of assignment, transfer, deeds, documents and other papers, as may be reasonably required to carry out the provisions of this Agreement or perform under or in accordance with the Agreement.

13.3 Whole Agreement

13.3.1 This Agreement (including the schedules, annexes and appendixes, which form an integral part of this Agreement) constitutes the entire agreement and understanding of the Parties with respect to its subject matter and replaces and supersedes all prior agreements, arrangements, ((non) binding) offers, undertakings or statements regarding such subject matter.

13.4 Assignment and third party beneficiary

13.4.1 Neither party shall be entitled to assign, transfer, encumber any of its rights and/or the obligations under this Agreement without the prior written consent of the other party, provided that Booking.com may assign, transfer, encumber any of its rights and/or the obligations under this Agreement (in whole or in part or from time to time) to an affiliated company without the prior written consent of the Affiliate.

13.4.2 This Agreement is concluded for the benefit of the Parties and their respective successors and permitted assigns, and nothing herein is intended to or shall implicitly confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement, except to the extent explicitly stated otherwise in this Agreement.

13.5 Partial invalidity

13.5.1 If any provision of this Agreement is or becomes invalid or non-binding, the Parties shall remain bound by all other provisions hereof. In that event, the Parties shall replace the invalid or non-binding provision by provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.

13.6 Translation

13.6.1 The original English version of this Agreement may have been translated into other languages. The translated version of this Agreement is a courtesy and office translation only and the Affiliate cannot derive any rights from the translated version. In the event of a dispute about the contents or interpretation of these terms and conditions of this Agreement or in the event of a conflict, ambiguity, inconsistency or discrepancy between the English version and any other language version of this

Agreement, the English language version shall apply and prevail and be conclusive and binding. The English version shall be used in legal proceedings. The English version is available on the following website http://www.booking.com/general.html?tmpl=docs/partner_print and shall be sent to you upon written request.

13.7 Execution, performance and effect

13.7.1 The Agreement only enters into force and effect upon written confirmation of acceptance and approval of the Affiliate by Booking.com. By registering and signing up to the booking.com partner programme as affiliate partner, the Affiliate agrees, acknowledges and accepts the terms and conditions of this Agreement.

13.8 Anti-bribery

13.8.1 In respect of (or as an award for) the execution, delivery, sealing, registration, filing of, and/or the execution, performance or delivery under or pursuant to, this Agreement, the Affiliate (including its employees, directors, officers, agents or other representatives) shall (i) not directly or indirectly (a) offer, promise or give to any third party (including any governmental official or political party ('s official, representative or candidate)), or (b) seek, accept or get promised for itself or for another party, any gift, payment, reward, consideration or benefit of any kind which would or could be construed as bribery or an illegal or corrupt practice, and (ii) comply with all applicable laws governing anti-bribery and corrupt gifts and practices (including the U.S. Foreign Corrupt Practices Act and the UK Anti-Bribery Act).

13.9 Terms of use

13.9.1 Affiliate agrees to comply and have individuals acting on its behalf, comply with the Booking.com Business Partner Account Terms of Use <https://admin.booking.com/partner/>

14. GOVERNING LAW AND JURISDICTION

14.1 Governing law

This Agreement shall be exclusively governed by and construed in accordance with the laws of the Netherlands.

14.2 Jurisdiction

Any disputes arising out or in connection with this Agreement shall exclusively be submitted to and dealt with by the competent court in Amsterdam, the Netherlands.