

Travel Partner Agreement

This Travel Partner Agreement (this "**Agreement**") is entered into as of _____ (the "**Effective Date**"), by and between Villa Tracker A.G., a Swiss company, of Mettlenstr. 16, CH-3780 Gstaad, Switzerland ("**VillaTracker**"), and Mr./Ms./Mrs. _____, on behalf of the company _____, located in _____ (the "**Agent**").

Whereas, the Agent is a travel agency, travel agent, travel designer, concierge company or other company serving as a channel for potential clients, active in the region of _____, and wishes to gain access to VillaTracker's network of exclusive private properties for the purpose of making short-term, long-term and sabbatical reservations and bookings for its own clients, using the database, services and platform of VillaTracker; and

Whereas, VillaTracker represents a worldwide network of exclusive high-end private properties, connects travellers with unique chalets, villas, castles, houses and apartments across the globe, and has the experience and skills necessary to select, make available, present and book luxury properties for potential renters; and

Whereas, the parties wish to cooperate on a non-exclusive basis, all as provided in this Agreement below;

Now therefore, in consideration of their mutual promises and undertakings, the sufficiency of which is acknowledged by the parties, the parties have agreed as follows:

1. Definitions.

- a. "**Software**" means the VillaTracker online software for agents, currently at login.villatracker.com.
- b. "**Property**" means any chalet, villa, house, apartment or other property made available on the Software, and "**Owner**" means its owner or property manager.
- c. "**Renter**" means the Agent's client for whom a Property is booked.
- d. "**Booking Value**" or "**Client Price**" means the rental price of a booking as displayed on the Software for the Agent to quote to the Renter. It does not include taxes, cleaning fees, security deposits or extra services.
- e. "**Commission**" means 10% of the Booking Value, unless otherwise agreed in writing for a specific booking.
- f. "**Net Price**" means the Booking Value less the Commission, i.e. 90% of the Booking Value.

2. VillaTracker's Undertakings. During the Term (as defined below), VillaTracker shall:

- a. At VillaTracker's reasonable discretion, make Properties available on the Software in a way that enables the Agent to browse, present to its own Renters, reserve (hold) and book any available Property, according to the terms of this Agreement.
- b. Keep Property details and the information required for the booking process updated and available, including presentation materials, calendar availability, rates, and each Property's own terms and conditions.
- c. Enable the Agent to present Properties to its Renters unbranded.
- d. Reasonably instruct and support users in the proper use of the Software.
- e. Display for each Property both the Client Price and the Net Price. The Commission is thereby granted to the Agent up front: the Agent quotes the Client Price to its Renter and pays VillaTracker only the Net Price.

- f. In the event that a Renter pays VillaTracker the Client Price directly, pay the Agent the Commission within 30 days after the Renter's check-out, against the Agent's invoice.
- g. Use reasonable commercial efforts to ensure that the information on VillaTracker's calendar is accurate, it being agreed that actual availability is subject to final confirmation by VillaTracker, and written confirmation from VillaTracker must be obtained before a reservation is deemed final. No intention to book may be taken as confirmed until the Agent has received such confirmation from a member of the VillaTracker team.
- h. On a case-by-case basis, allow a hold on a Property for the Agent for a period of 24 to 48 hours while the Renter finalizes the decision, checks flight availability, etc. A hold is placed in the Renter's name and referenced to the Agent.
- i. Act as the merchant of record for every booking made under this Agreement.

3. Agent's Undertakings. During the Term, the Agent shall:

- a. Refrain from allowing unauthorized personnel and/or any third parties to use or access the Software. Software login information shall only be disclosed by the Agent to its employees who need it, on a limited distribution basis, and the Agent is responsible for all activity under its login.
- b. **Internal use only.** Treat all information, prices, photos, videos, descriptions, availability and Owner details made available on the Software as confidential and for the Agent's internal use only. The Agent may share Property information with a Renter only privately, through proposals created on the Software. The Agent shall not use, copy, publish or redistribute any of it outside the Software, and in particular not online (including on websites, social media, booking sites, marketplaces or in advertising). All rights in such content remain with VillaTracker and the Owners. The Software is meant only for communication between the Agent and its own Renters.
- c. Not quote any Property to a Renter below the Client Price. The Agent may add its own service fee, provided it is shown to the Renter as the Agent's fee and not as part of the Property's price.
- d. Before a booking, pass to the Renter the Property's terms and conditions, including house rules, payment schedule, cancellation and refund policy and security deposit, describe the Property accurately using only the information on the Software, and recommend that the Renter takes out travel insurance.
- e. At VillaTracker's request, provide the names and details of prospective Renters, and provide correct guest names, numbers and arrival details for every booking.
- f. **Security deposits.** Collect and handle the security deposit for a Property from the Renter as required by that Property's terms. The security deposit is returned according to the terms and contract of that Property, less any damage or charges documented by the Owner, and the Agent is responsible for settling it with the Renter.
- g. Hold any licence, registration or bond required for its business, provide VillaTracker with accurate company details on registration, and notify VillaTracker within 14 days of any change to them.

4. Payment.

- a. VillaTracker is the merchant of record. The Agent collects payment from the Renter and pays VillaTracker the Net Price, plus any taxes, cleaning fees and extra services applicable to the booking.
- b. Taxes, cleaning fees and extra services are charged on top of the Booking Value and are detailed for each Property. The Commission applies to the Booking Value only. Some local taxes, if any, may be paid by the Renter upon arrival; these are minor amounts and are shown for each Property.

- c. All payments, other than local taxes payable on arrival, must be received by VillaTracker in full before the Renter's arrival, according to the following schedule, unless the booking confirmation states otherwise:

Booking made	Payment to VillaTracker
2 months or more before arrival	50% within 2 business days of booking; 50% no later than 2 months before arrival
Less than 2 months before arrival	100% within 2 business days of booking

- d. Payments can be made by bank transfer or credit card. All credit card costs and all bank and wire transfer charges are borne by the Agent, and VillaTracker must receive the full amount due.
- e. If a payment is not received on time, VillaTracker may cancel the booking under the Property's cancellation terms after notice to the Agent.

5. Cancellations and Refunds.

- a. Requests to change or cancel a booking must be made to VillaTracker in writing.
- b. Cancellation fees and refunds are according to the terms and conditions of each Property, which may differ from one Property to another and are shown before booking. Any refund is made to the Agent, on the amount the Agent paid, as the Property's terms allow, and the Agent settles any refund with its Renter.
- c. If an Owner cancels or a Property cannot be delivered as booked, VillaTracker will offer a comparable alternative or a full refund of the amounts paid for that booking.

6. Booking Confirmation. A booking of a Property will not be confirmed until VillaTracker has issued written confirmation and has received payment in accordance with Section 4 above.

7. Registration and Approval. Access to the Software is subject to VillaTracker's review of the Agent (due diligence). VillaTracker may request documents, references or a call, and may approve or decline any Agent at its discretion without giving reasons. VillaTracker may suspend the Agent's access at once in case of breach of this Agreement, fraud or misuse of the Software.

8. Data Protection. Each party shall process personal data of Renters in accordance with the data protection laws applicable to it, including the Swiss Federal Act on Data Protection and, where applicable, the EU General Data Protection Regulation. The Agent confirms that it has the Renter's permission to share the Renter's details with VillaTracker and the Owner for the purpose of the booking.

9. Liability.

- a. VillaTracker acts as an intermediary between the Agent and the Owner. The Owner is responsible for the Property and the services provided at it. VillaTracker shall not be liable for the acts or omissions of Owners, Renters or other third parties, or for any indirect or consequential loss.
- b. VillaTracker's total liability for any booking is limited to the amount the Agent paid VillaTracker for that booking.
- c. The Agent shall indemnify VillaTracker against any claim arising from the Agent's breach of this Agreement or from incorrect information given by the Agent to a Renter.

10. Term and Termination. This Agreement shall come into force on the Effective Date and shall remain in full force and effect for a period of 5 years thereafter (the "**Initial Term**"); following the Initial Term this Agreement shall automatically renew for additional periods of 1 year each (each, an "**Additional Period**" and together with the Initial Term, the "**Term**"). During the Term, either party shall be entitled to

terminate this Agreement by serving the other party with written notice to that effect at least 15 days in advance. VillaTracker may terminate this Agreement with immediate effect in case of a material breach by the Agent. Bookings confirmed before termination shall be completed on their agreed terms.

11. General Provisions.

- a. **Non-Circumvention.** Each of the parties undertakes and agrees not to contact, communicate with, induce and/or solicit (or attempt to solicit) any business (Properties or introductions, as the case may be), nor interfere with, circumvent, attempt to circumvent, avoid or bypass the other party in any transaction contemplated by this Agreement. Specifically, as the business concept is the seasonal rental of Properties, the parties agree that during the Term and for a period of 5 years thereafter, details, names and contact information of Renters, potential Renters and Owners must be kept confidential by both parties, with the exception of Property addresses, which may be disclosed to Renters once they confirm a booking. VillaTracker shall not approach the Agent's Renters directly to sell to them.
- b. **Non-Solicitation.** The parties agree that during the Term and for a period of 1 year from the date of termination of this Agreement, neither party will solicit, induce or encourage any officer or employee of the other party to leave their employment.
- c. **Notices.** Other than routine communications made in the ordinary course of performing any obligations under this Agreement, all notices or other communications required or permitted under this Agreement must be in writing and will be deemed to have been sufficiently given when delivered in person (with written confirmation of receipt), on the 4th business day after mailing via a responsible international courier, on the date sent by email or other direct human-readable electronic means (with confirmation of transmission) if sent during normal business hours of the recipient, or on the 7th business day after mailing by registered or certified mail, postage prepaid, to the address stated on the first page of this Agreement or to such other address or individual as either party may specify from time to time in writing.
- d. **No Joint Venture.** This Agreement shall not be construed to create a partnership, joint venture, employment or agency relationship between the parties. Neither party shall be liable for any of the debts or obligations of the other party, nor shall either party have the right to bind, make any representations or warranties, accept service of process, or perform any act for or on behalf of the other party, except as otherwise expressly provided herein. Each party is an independent entity and is not subject to the control of the other party except as otherwise expressly provided herein.
- e. **Sales.** The sale of properties is not covered by this Agreement and requires a separate written agreement.
- f. **Governing Law and Legal Actions.** This Agreement shall be governed by and construed under the laws of Switzerland without regard to its conflict of laws provisions, and the competent courts in Saanen, Berne, Switzerland, shall have sole and exclusive jurisdiction over any and all disputes arising between the parties.
- g. **Severability.** If any provision of this Agreement (other than a provision relating to any payment obligation) is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the extent permitted by law.
- h. **No Waiver.** No delay or omission by either party to exercise any right or power under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All

waivers must be in writing and signed by the party waiving its rights.

- i. **Entire Agreement.** This Agreement, together with its preamble, constitutes the sole and entire agreement between the parties pertaining to its subject matter and supersedes all prior negotiations, dealings, agreements and understandings of the parties in connection therewith.
- j. **Amendment.** VillaTracker may update this Agreement by giving the Agent at least 30 days' notice by email. The Agent's continued use of the Software after that period constitutes acceptance of the update; bookings already confirmed keep the terms in force when they were made. Any other amendment must be made in writing and accepted by both parties.
- k. **Headings.** The headings in this Agreement are inserted for convenience only and do not affect its interpretation.
- l. **Electronic Acceptance and Counterparts.** This Agreement may be accepted electronically by the Agent on the Software at registration, which has the same legal effect as a handwritten signature. It may also be executed in counterparts, each of which will be deemed an original, and a signed copy delivered by e-mail or other electronic means will have the same legal effect as an original.

In witness whereof, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date first above written.

VillaTracker:

Agent:

Signature: _____

Signature: _____

Name: Ira Rockman

Name: _____

Title: CEO

Title: _____

Date: _____

Date: _____