

Cooperation agreement - Terms & Conditions

This contract is concluded between:

- **NORMA VACANZE SRL** vat n° 03901460828 having its registered head-office at: via carbone 139 - 90151 Palermo - Italy in this matter legally represented by Mr. hereinafter referred to as "**The Agency**" or "**NORMA VACANZE**"

And "**The Client**"

RECITALS

I. Norma Vacanze, is a Italian Tour Operator, authorized to organize trips, in the capacity as wholesaler;

II. As a result of the aforementioned activity, described in the previous section, and for the development of its core business, Norma Vacanze has contracted available rooms and services worldwide;

III. The Client via Internet and through its own sales channels, offers tourist services to potential clients, who require hotel beds, apartments, organization of excursions, transfers, etc.;

IV. For the purpose of its own activity, Norma Vacanze has developed a website/XML connectivity that is designed to handle individual bookings only (up to 16 customers & up to 4 rooms). Group requests are exclusively handled *offline* via e-mail.

V. All the documents that Norma Vacanze regularly sends to the Client, containing information on programs, period of validity and prices, are an integral part of this agreement.

VI. Pursuant to the above-described activity and after opportune negotiations, the parties have agreed to establish a collaboration to be regulated by the legal pacts that follow;

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, parties agree as follows.

This Agreement hereby incorporates the recitals, representations, terms and conditions, warranties that follow, and all the Exhibits attached hereto Norma Vacanze and the Client hereby agree to all terms and conditions and warranties, of this Agreement, effective as of the Effective Date.

1- Object of the contract

1.1 - The general obligations of the Parties

NORMA VACANZE, hereinafter referred to as the Agency, always dependent on availability, will provide to the Client, hereinafter referred to as the Client, with hotel beds and other services with the aim to enable the Client to offer them to final customers, who request these services through the Client's sales channels.

As a result of the previous paragraph clause the parties hereto agree that the Agency:

A) CONCERNING THE USE OF THE ONLINE SYSTEM: cannot guarantee allotment to the Client, for which reason hotel beds and/or services will be always dependent on availability.

This agreement has been entered into between the Agency and the Client to grant a non-exclusive right to buy and sell travel products and services ("the Products") provided by Norma Vacanze.

Norma Vacanze may withdraw one or more of the services from the market, and thereby from this agreement, by giving a 15-days written notice to the Client. This will not entitle the Client or any third party to file any claim against the Agency or to terminate the agreement on grounds of breach, and the Client expressly waives the right to act for any damage caused by such withdrawal.

1.2 Obligations of NORMA VACANZE

Norma Vacanze shall procure and maintain a website and/or mobile site, in accordance with the provisions of this Agreement, that allows the Client to access and book services and travel products.

Norma Vacanze is also responsible for providing invitations and vouchers in case clients need these documents to apply and obtain the entry visa.

1.3 Norma Vacanze's rights

The Agency reserves the right to remove and/or restrict the website's access or suspend supply of the services to the Client if the Client:

- (a) does not comply with the specifications or any rules, regulations or policies whatsoever concerning the use of the website, as set out in this contract, or those that have been notified to the Client by Norma Vacanze;
- (b) fails to pay, within the contracted terms, all the sums due to Norma Vacanze pursuant to this agreement;
- (c) engage in any other acts or omissions that, at Norma Vacanze's sole discretion, may pose threats to financial stability, information/data security, and/or intellectual property.

The Client acknowledges that the Website provided by Norma Vacanze is designed to handle individual bookings.

The Agency reserves the right to change the cancellation policy or cancel bookings if they appear to be group bookings or if the Agency considers them to have been made for the purpose of "securing space" for future sales.

The Agency reserves the right to temporarily terminate or suspend this contract without notice, in the event of a material breach by the Client of its contractual obligations and/or illegal use of the Website by the Client.

Access to the Website service is provided on a 24/7/365-basis by the Agency.

The Agency might interrupt Website services due to maintenance works. If the service is interrupted for the reasons set out in this paragraph, this will not entitle the Client or any third party to file any claim against the Agency or to terminate the agreement on grounds of breach, and the Client expressly waives the right to act for any damage caused by the interruption of service.

The Agency is authorized to modify its Web site's contents at any time.

2. - Operative Procedure - Obligations of the Client

2.1 – Operative Procedure

ONLINE BOOKING:

The Client acknowledges and agrees that all the bookings and purchases of the services and travel products provided by Norma Vacanze must take place via Internet through the website using: an Agency identification code (User Name) assigned by Norma Vacanze, a password chosen by the Agency and online acceptance of the contractual conditions. The Client will receive subsequent e-mail of confirmation and e-mails for single business relations, with the specific communication of the relative booking codes.

API CONNECTION / XML INTEGRATION:

The Client acknowledges and agrees that the Property Inventory will be added to the Client platform using XML integration/API connection.

XML/API enables the structuring of information, the description of content and the structured data delivery and response between the platforms run by the Client and Norma Vacanze. Since control lies with Norma Vacanze, it will be responsible for the details and prices displayed on the website.

The Client will receive subsequent e-mail of confirmation and e-mails for single business relations, with the specific communication of the relative booking codes.

OFFLINE BOOKING:

The Client acknowledges and agrees that all the bookings and purchases of the services and travel products provided by Norma Vacanze must take place via e-mail in written form and within the release period indicated on each contract. All reservations shall contain the following information:

- first and last name, date of birth and passport details of the tourist
- name of the tour package/hotel that the tourist wants to book
- arrival/departure dates including flight details
- meal treatment (BB, HB etc.)

- details about accommodation / room type (double, twin, triple, single, etc.)
 - additional services required (air conditioning, wheelchair access etc.)
 - transfers required (in case of wrong or missing information about flight details, Norma Vacanze will not be responsible for undelivered or delayed services).
- Booking is considered confirmed only after a written reply from Norma Vacanze that will also issue the related invoice for payment.

2.2 Obligations of the Client

- a) The Client is required to cooperate with the Agency in good faith in order to serve the purpose and aim of this agreement.
- b) The Client is bound to pay all the sums due to Norma Vacanze pursuant to this contract within the contracted terms.
- c) The Client shall keep the Agency informed of market conditions and other matters which the Agency is aware of, and which are of material importance to the purchase and sale of the Products, hereunder also the occurrence of trade fairs and exhibitions within the geographical area where the Client is established or has its own main business.
- d) The Client shall inform the Agency of any material changes to its financial position which will affect its ability to perform its obligations under this agreement, as well as to his ownership and management structure. Such information shall, if possible, be disclosed well ahead of the implementation of the relevant changes, or otherwise without undue delay. Such information must be considered strictly confidential and used by the Agency only for the purpose of this Agreement in respect of all the Privacy norms and laws. The Agency cannot disclose this information without the writing consent of the Client.
- e) The Client shall inform without undue delay as soon as they become aware of any infringement of the Agency's trademarks, patents, designs or copyrights relating to the Products. Likewise, he shall inform the Agency without undue delay if any assertions are made to the effect that the sale of the Products represents an infringement of such corresponding right held by any third party.

3. - Period of validity of the agreement - Termination and termination for breach

3.1 - Period of validity of the agreement

The agreement will be effective from the date of signature by both parties for an indefinite period. Despite this, each of the parties, at any time, will be able to terminate the agreement, with the only requirement to notify the other party with a minimum notice of ten days with respect to the date in which the termination must take place. Termination notices must always be served by registered mail.

3.1 – Termination Upon Change in Control

No change in the ownership or control of the Agency or its share capital may affect this contract.

3.2 - Termination for breach

The Client and the Agency may each terminate the agreement for breach with immediate effect if the opposite party has failed to meet its obligations under the agreement and this results in a material breach of contract.

Each of the parties may terminate the agreement with immediate effect if the opposite party suspends or postpones its payments, embarks on or petitions for judicial or extra-judicial debt restructuring proceedings, is subjected to a bankruptcy petition, is declared bankrupt or ceases trading. The same shall apply if a party merges with or enters into cooperation with or establishes any other form of association with any third party, and this may materially impair the interests of the opposite party.

The party terminating the agreement for breach shall provide written notice, by means of communication ensuring evidence of date of receipt, of such termination without undue delay after it became aware, or ought to have become aware, of the matter giving rise to the right to terminate for breach and of the fact that this might give it the right to terminate for breach. Failure to do so will be construed as a waiver of the right to terminate for breach. Nevertheless, this shall not apply if the opposite party has acted with gross negligence or otherwise contrary to honest behavior and good faith. Despite the termination of the contract by one of the parties, the economic obligations accrued during the collaboration will remain valid.

4.- Prices

The price of each service which must be paid by the Client to the Agency will be the one that the Agency has confirmed to the Client. All the prices are "net" prices and are understood to be the total value of the contracted service. Any variation in the taxes included in the purchase price which alters the price confirmed by the Agency to the Client, will be duly altered by the Agency to the Client whether it's an increase or decrease in price. All prices are in Euro. There may be additional compulsory taxes which are payable locally and are collected directly from the final customer by the Hotel. The Client must ensure that the final customer is aware that such local taxes may be payable in certain destinations, and that they will need to make allowances for these extra local charges.

The Agency shall inform the Client of any variation in tax, non-elective Property charges such as energy surcharges etc. and will amend the rates accordingly on the system. All confirmed bookings will not be affected by any increase in tax if the related invoice has been already issued and unless expressly provided for by compulsory laws or retroactive regulations.

Prices have confidential nature and must not be opened to public scrutiny.

5. - Payment terms and Invoices

The Agency shall issue invoices to the Client for all bookings before the check-in date.

Payments must be made twice a month for bookings of the previous 15 days (bookings with check-in from 1st to 15th day of each month, are paid within the 22th day of the same month –bookings with check-in from 16th to 31th of each month, are paid within the 7th day of the following month).

Line of credit is € 10.000,00 every 15 days. After having reached this amount, Norma Vacanze will send a statement and the Client must make the payment within 7 days.

Reservations shall be automatically cancelled if Norma Vacanze hasn't received the payment within the above-mentioned terms and time limits. After having received the payment, all documents related to the reservation will be available on the website or delivered by email.

All payments for services should be directed to the following bank account indicating Norma Vacanze as beneficiary name:

BENEFICIARY: NORMA VACANZE SRL
BANK: UNICREDIT SPA AGENZIA PALERMO VIA ROMA D
IBAN: IT 16 P 02008 04624 000500009724
SIC/SWIFT: UNCRITM1167

PAYMENTS SHOULD NOT BE WITHHELD DUE TO DISCREPANCIES, unless duly justified.

Payment should be made in full for all valid invoices. Any undue item, difference or any other discrepancy or deduction may be provisionally withheld, however all valid items must be paid in due time.

Any undue item found by the Client on invoices must be communicated to Norma Vacanze, no later than seven (7) days after receipt of the invoice. Notice of discrepancies must include valid reasons and the reference number.

6. Vouchers.

FOR ONLINE BOOKINGS: The system allows to issue vouchers for their bookings. If you receives an invoice from the hotel, with the voucher attached, indicating a number of nights different from the one confirmed by the system, Norma Vacanze will send a further invoice and the modified voucher for the additional nights.

FOR OFFLINE BOOKINGS:

- in case of individual requests: vouchers for services will be sent via e-mail before the service.

- in case of group request: vouchers for services will be cumulative and sent only once to the Client or to the tour leader and not to the single tourists.

7. Limitation of Liability - Disclaimer

Website, services and all travel products are provided by Norma Vacanze "AS IS" and where available, furthermore, Norma Vacanze makes no representations or warranties with regard to the same. The Agency expressly disclaims all implied warranties, obligations and liabilities arising by law or otherwise, with respect to the Website trading system, services and all travel products are provided by including without limitation any:

(a) implied warranty of merchantability, satisfactory quality or fitness for a particular purpose; (b) implied warranty arising from course of performance, course of dealing or usage of trade; or (c) implied warranty of non-infringement. Norma Vacanze shall not be held liable to the Client or any Customers/third parties for:

(i) any failure of the systems of the Agency or any third party that results in the failure or inability to process a transaction;

(ii) the quality of the Agency Travel Products provided by travel suppliers to the Client;

or (iii) the Client's failure to meet the Client payment obligations.

Except for claims arising out of the breach of section 15.2 (confidentiality) or the gross negligence or willful misconduct of a party, in no event will either party be liable for any indirect, incidental, consequential, exemplary, punitive, or special damages or for loss of data, revenue, profit, or savings of any party, including third parties, arising out of or related to this agreement, even if such party has been advised of the possibility of such damages.

The Client acknowledges and agrees that the Agency, according to the Italian law, will limit its own liability for material damages suffered by the final customer to the lowest amount that can be legally adjudicated or awarded pursuant to aforesaid law. Hence, the Client shall inform the final customer of such a limitation, undertaking to indemnify and hold the Agency harmless from any request or claim brought by the final customer relating to the payment of such material damages.

In any case the Client shall cooperate with the Agency in the defense against any such claim. Provided that the Agency does not default in its aforesaid obligation, acts in a diligent and expeditious manner and does not adversely affect the rights of the Client under this Agreement, the Agency shall have the exclusive right to defend and/or settle such Claim, including selecting one or more counsels of its choice. The Client shall promptly notify the Agency of any such claim and, where the parties agree that the Agency is fully liable for the claim, loss, damage, injury or liability, the Agency shall have complete control, at its cost, of any negotiation, arbitration or litigation concerning such claims except that the Agency shall not enter into any settlement agreements without the Client's prior written consent. The Client shall provide, at its own cost, all available information and other reasonable support to the Agency in respect of its investigation or defense of any such claim.

8- Cancellation Fee, No shows and/or modification.

FOR ONLINE BOOKINGS: In the event that the Client cancels or modifies the services initially requested by the final customer or by the Client itself, the Agency will apply to the Client any cancellation fees as specified by the cancellation policy terms sent by the Agency to the Client via email, throughout the reservation and booking process. In case of any doubts regarding the cancellation policy, the Client must send an email to the Agency before to confirm the cancellation to the final client.

Bookings may be cancelled in written form, sending an email to the Agency. The list of details of every booking entered (Confirmed) will display the date by which the booking may be cancelled without being liable to pay a penalty.

If the final client leaves a hotel before the intended date, an invoice will nonetheless be issued for the entire stay, and if the hotel confirms a reduction related to said stay, Norma Vacanze will issue a credit note for the sum to be reimbursed. In this case, before leaving the hotel, the final client must ask the hotel for a written statement certifying the exact date on which the stay was concluded, and the willingness of the hotel to grant the reimbursement, together with the first name and surname of the hotel employee authorizing the reimbursement, provided that the hotel, as well, notifies the final client in writing that no charges will be presented to the Agency either.

However, the Agency reserves the right to apply a penalty equivalent to one night as a compensation.

In the case of "no-show", the Agency will apply to the Client the penalty of 100% of the entire stay.

FOR OFFLINE BOOKINGS: the cancellation policy is specified in the contracts or price lists sent by Norma Vacanze OR they will be specified at the time of reservation and confirmation of the services.

IN CASE OF CANCELLATION AFTER PAYMENT:

a) In the event of cancellation within the release period (that doesn't generate any cancellation penalty) Norma Vacanze shall return the prepaid amount to the Client or use this amount as credit for future reservations.

b) In case of cancellation after the release period, Norma Vacanze will issue an invoice for the penalty amount and retain the difference (in case the penalty is only part of the total amount) as credit for future reservations.

9- Reallocation

In the event of any Reallocation, the Agency will be responsible to provide a suitable alternative (same star rating, same position, similar or higher standard of services).

10 - Complaints and refunds

The Agency will only deal with those complaints presented by the Client or the final client exclusively during the period of stay. In case the complaint has not been resolved satisfactorily prior to the return date, the Client shall send a claim to the Agency in writing including the relevant documents provided by the final client. Once the Agency has received the relevant documentation from the Client, the Agency will provide a full response in the maximum terms pursuant to the law. Should responsibility lie on the supplier, the Agency shall ensure that the complaint is forwarded to the supplier who will deal with it and deliver a satisfactory response to the claim.

Refund requests will only be taken into consideration and actioned where they are received in writing within the terms stated by the Italian law. Refunds requests for partially used services will not be considered and auctioned unless written proof is received from the service provider that the guest has not used the services in full as detailed on Norma Vacanze's final confirmation and the supplier confirms in writing that a refund will apply to the unused services.

11 - Privacy

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

Pursuant to the EU Regulation 679/2016 (hereinafter referred as GDPR), Norma Vacanze in its capacity as Data Processor, with reference to the present contract, establishes itself as "Data Processor" in relation to data in whose

respect the Client undertakes the role of "Data Controller", with special regard to personal data referred to GDPR's art.4, paragraph 1, and possibly in art.9 - *special categories* concerning the collection, reading, writing, use and management of the booking system. Such data treatment has as its objective the management of reservations.

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

The duration of the data treatment is correlated to the duration of this contract, in compliance and application of the following instructions:

a. Norma Vacanze will carry out the data processing, with the sole aim of managing reservations, with expressed prohibition of disclosure of such data to unauthorized third parties, in accordance with the arrangements laid down in the existing contractual relationship and with current instructions;

b. The persons authorized by Norma Vacanze to the data processing are committed to confidentiality and are bound to an adequate legal confidentiality obligation;

c. Norma Vacanze has adopted the security measures required by the GDPR with reference to the data processing entrusted;

d. in the execution of the task, if Norma Vacanze deems it necessary to resort to additional external subjects for the treatment of the data entrusted by the Client, the Client authorizes Norma Vacanze from now to avail itself of such subjects designated as Sub Processor, without prejudice of the measures to be enacted and referred to art. 28 – Processor- whereof the customer may request the list;

e. In case of requests for the exercise of the rights of the final customer (Data subject) Norma Vacanze will assist the Client with appropriate technical and organizational measures, in order to meet the obligation of the Client as Data Controller;

f. Norma Vacanze has implemented measures for the fulfillment of the obligations referred to in Articles: 33 - Notification of a personal data breach to the supervisory authority, 34 - Communication of a personal data breach to the data subject - and 35 - Data protection impact assessment,(where applicable), taking into account the nature of the treatment and the information available;

g. upon request of the customer, after termination of the contractual relationship, Norma Vacanze will cancel or return all personal data, and the existing copies, unless the law of the European Union prescribes the retention of data, or if this is necessary for the rights of defense of Norma Vacanze;

h. Norma Vacanze remains at the disposal of the Customer for any further information, to demonstrate compliance with the obligations referred to in art. 31, to allow and contribute to review activities, including possible inspections carried out by the Customer as Data Controller or by another entity entrusted by the Customer;

By adopting these instructions, the Agency acknowledges that it has been duly instructed on the modalities of the treatment of personal data, and it is available to receive supplemental data for which it will eventually evaluate the adoption.

12 - Law of the contract.

This agreement and all rights and obligations hereunder, including matters of construction, validity, performance and dispute resolution, shall be governed by and construed in accordance with the substantive laws of Italy without regard to any conflict of laws, rules or principles that may require the application of any other law or where this agreement or any amendment to it is actually executed.

13- Courts.

Any dispute, controversy or claim arising out of or in relation to this agreement or at law, or the breach, termination or invalidity thereof, that cannot be settled amicably by agreement between the parties, shall be finally settled by the Tribunal of Palermo and/or any other Jurisdiction that NORMA VACANZE SRL will chose, and the parties submit to the exclusive jurisdiction of this court.

14 - Force Majeur

14.1 The term «force majeure» as applicable to the present agreement, implies circumstances which are beyond control of the parties of this agreement and which stand in the way of fulfilling obligations taken under the present agreement and which the Agency cannot avoid. Such circumstances might include military action, industrial strikes, all kind of natural

obstacles, decisions by governments etc. Should this be the case, the Agency shall not be held responsible for the damage suffered by the Client in the framework of the present agreement, or the order way around.

14.2 The parties take pledge to inform each other with regard to all kinds of circumstances which might lead to a failure in providing the services previously agreed.

This mainly refers to the obligation of giving timely information on potential obstacles arising from force majeure events and includes the putting forward of suggestion as to the settlement of mutual accounts.

14.3 In the event of obstacles occurring beyond control of the parties to this agreement, the party whose contractual obligation cannot be fulfilled because of the force majeure event shall suggest alternative services most suitable in terms of the tour program and considering economic matters under the current situation and shall see those services done.

15- Miscellaneous

15.1 This agreement constitutes the entire and exclusive agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements and understandings.

15.2 Parties agree to keep confidential the other party's confidential information, and that confidential information will not, without the other party's consent, be disclosed in any manner whatsoever, in whole or in part, and shall not be used other than as contemplated by this agreement. Further, each party will share the confidential information with only those persons within its company (and its advisors) who need to access the confidential information for the purpose of assisting in the performance of the agreement and who are informed of, and agree to be bound by the terms hereof as if a party to, this agreement.

For the purposes of this agreement, "confidential information" shall mean information that is marked "confidential", "restricted" or "proprietary" or which by its nature or context should be reasonably understood to be confidential information of such party or its licensors or subcontractors. Without limiting the foregoing, confidential information shall include non-public, confidential, and proprietary information, including information regarding pricing, commissions, rates, terms, vendors, programs, processes, and practices, relating to a party's business operations or pursuant to this agreement.

Confidential information does not include information that:

- (a) is or becomes publicly available other than as a result of acts by the other party in violation of this agreement;
- (b) is already in the possession of the other party prior to disclosure of that information;
- (c) is or becomes available to the other party from a source that, to that party's best knowledge, is not bound by a confidentiality agreement prohibiting such disclosure;

Or (d) is independently developed by the receiving party. The receiving party may disclose the disclosing party's confidential information as required under applicable law or regulation, provided, however, that the receiving party must give the disclosing party due notice.