

XML AGREEMENT

PARTIES:

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. _____,
a company incorporated under the laws _____
and having its registered seat at _____
(the "**Company**").

WHEREAS:

- (i) Booking.com operates an online accommodation reservation system (the "**System**") through which participating accommodations can make their rooms available for reservation, and through which visitors can make reservations at such accommodation.
- (ii) The Company renders certain XML data integration services (the "**Services**") pertaining to create, establish and maintain a Connection between a party (i.e. Booking.com) and its selected contracting parties (i.e. an accommodation). The Services do not cover any data storage by the Company as part of a customer management system which – to the extent applicable – is subject to a separate agreement between the Company and an accommodation.
- (iii) Booking.com [is willing to accept/wishes to engage] the Company to make the Services available to certain by Booking.com identified accommodations (the "**Accommodations**").
- (iv) In consideration of the foregoing premises, the parties have agreed to enter into and execute this agreement (the "**Agreement**") which shall provide for the terms and conditions under which the Company shall make the Services available to the Accommodations.

HAVE AGREED AS FOLLOWS:

1. **DEFINITIONS**

- 1.1 In this Agreement the following words shall, unless the context requires otherwise or unless specified otherwise in this Agreement, have the following meaning:

"**Booking.com XML**" means the XML connection between the Booking.com (database) and the Company (database).

"**Booking.com Server**" means the Server used, operated, owned and/or controlled by Booking.com.

"**Company Server**" means the Server used, operated, owned and/or controlled by the Company.

"**Connection**" means all XML connections, XML feeds, application programming interfaces (APIs) or any other similar applications created, hosted and maintained by the Company.

"**Customer Data**" means all Customer Data (name, address, email, credit card details and such other (non-) personally identifiable data of users and visitors of the Partner website (including, without limitation, information such as a visitor's IP, browser or email address).

"**Data**" means all data and information, including Customer Data, which is transmitted through the Services and retrieved from or provided to Booking.com's and/or the Accommodation (including rates and availability).

"**Outage**" means any period of time during which the Services are not available for whatever reason.

"**Server**" means the computer system of, or used, controlled or operated by Booking.com, an Accommodation or the Company (as applicable), including any database servers and web servers.

"**Statement of Compliance**" means a letter from Company to Booking.com, stating that Company implemented appropriate technical and organizational security measures in accordance with the rules of the relevant payment card industry standard (hereafter referred to as "**PCI**") and applicable data protection laws and regulations against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access of the Data. In regards to credit card details, Company is prohibited from storing such data locally or on the Company's Servers and only allowed to transmit the credit card details from Booking.com to the booked accommodation.

2. **SCOPE AND PURPOSE OF THIS AGREEMENT**

2.1 Services

2.1.1 The Company shall render, make available to and provide Booking.com (free of charge) and the Accommodations on a non-exclusive basis with the Services in accordance with the terms and conditions as set out in this Agreement.

2.2 No partnership

2.2.1 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.

2.3 No information obligation

2.3.1 Parties agree and acknowledge that in the event of (un-)planned or (un-)scheduled (wholly or partial) outages, downtime, interruption, breakdown or unavailability (whether for maintenance, updates or otherwise) of the System, Services or Server, or in the event of a (contemplated) change, modification or update in respect of the System, Services or Server, or in the event of any other questions, complaints or escalation of a problem, Booking.com is under no obligation whatsoever or howsoever to inform, notify or report to the Company (in advance, during or after) of any such event, matter, circumstance, fact or action taken in respect of such event, matter or circumstance or keep the Company informed or otherwise respond or take any (follow up) action upon request of the Company. Any action, follow up, response taken in this respect towards the Company is at Booking.com sole discretion (in time, effort or otherwise) and without any legal or contractual obligation.

3. **BOOKING.COM COVENANTS, OBLIGATIONS AND WARRANTIES**

3.1 New Accommodations

3.1.1 Booking.com shall identify and inform the Company of the relevant Accommodations that have opted for the Services.

3.2 Disconnection and removal Accommodation

3.2.1 The Company shall disable and disconnect the Services in respect of an Accommodation upon first request of Booking.com or the relevant Accommodation. Following a request from Booking.com or the Accommodation, the Company shall promptly (but in any event within 3 business days) after notification remove, disable and disconnect the Services and/or the Connection.

3.3 General covenants and undertakings

3.3.1 Booking.com acknowledges that the intellectual property rights in any custom code produced by or for the Company for integrating the Services shall remain the exclusive property of the Company.

4. COMPANY COVENANTS, OBLIGATIONS AND WARRANTIES

4.1 General covenants, undertakings and obligations

4.1.1 The Company acknowledges that the integration of the Services into the Company's service may result in potentially harmful machine generated request loads being placed on the Booking.com Servers and/or the Servers of the Accommodation(s). Therefore, the Company hereby agrees, covenants and undertakes that it shall for the term of this Agreement:

- (i) use its best efforts to ensure that the Services are accessible and available 24 hours per day, 7 days per week except for (a) scheduled Outage for maintenance, update or repair, and (b) urgent and material repairs, all in accordance with Clause 5.2;
- (ii) on a 24/7 basis monitor the Services and in the event of a (wholly, partly and/or temporarily) breakdown, downtime, failure or other irregularities, promptly take all such actions as may reasonably be expected from the Company (including notification of Booking.com in accordance with Clause 5.3);
- (iii) forthwith comply with all requests of Booking.com relating to the integration, upgrade, operation, maintenance, interruption and withdrawal of the Services;
- (v) make available to Booking.com, process, transmit and display all Data completely, accurately, correctly, consistently and in sync with retrieved and provided Data (as made available or provided by the Accommodations);
- (vi) the Company shall not without the prior written approval of Booking.com (a) enter into any contract or commitment with an Accommodation as agent for, representative of or on behalf of Booking.com, (b) describe or present itself as such or in any way hold itself out as being such an agent, (c) act on behalf of or represent Booking.com in any manner, or for any purpose, (d) disclose, refer to or use this Agreement and the (business) relationship between Booking.com and the Company, and/or (e) use or promote the Booking.com brand (which includes trade name, trade mark, domain name) when contacting, soliciting or contracting Accommodation;
- (vii) the Company shall not (a) make any static copy of the Data, and (b) programmatically evaluate and extract information from any part of the Booking.com website (e.g. screen scrape);
- (viii) the Company's system and Services as made available to the Accommodations provide for the possibility for the Accommodations to offer, maintain and provide rate parity, last room availability and auto replenishment;
- (ix) comply with and adhere to all (technical) specifications, requirements, instructions and guidelines as further from time to time issued or provided by Booking.com;
- (x) to ensure that the servers, connection and database of the Company (including its part of integration with and use of the Booking.com XML and the Services) are free of any Defects.

4.1.4 The Company shall not (directly or indirectly) promote, solicit, contact or persuade (or attempt to persuade) any potential Accommodations which are a partner of Booking.com to use, engage or offer the services as rendered by the Company.

4.2 Data Security

4.2.1. Company shall apply good practices industry standards to (a) prevent unauthorized access and/or authorized communications in respect of the Services and the Data, and (b) safeguard and protect the Services and the Data that Company is processing in relation to this Service. In order to provide secure and reliable Services, such security includes:

- (i) implement a 24/7 monitoring system;
- (ii) use an advance alert system;
- (iii) conduct daily back up procedures;
- (iv) duly and diligently process all data,
- (v) use of firewalls.

4.2.2. Company shall further apply reasonable efforts to ensure that its Service, *which includes computer systems, database servers and web servers, including its part of the connection with and integration of the System, the Booking.com XML and the Booking.com Server*, do not and will not contain any materials which may have a detrimental, deleterious or adverse effect on the System, the

Booking.com XML and the Booking.com Server, including "worms", "viruses", "Trojan horses", corrupted files, cracks, bugs, or unauthorized or hidden programs or other materials (collectively "**Detrimental Materials**") that (may) cause damage to the System, the Booking.com XML and/or the Booking.com Server or render inoperable software, hardware or security measures.

- 4.2.3. Company shall immediately notify Booking.com of any defectiveness, malfunction, deficiency, failure, bug, error, virus, disability, defect, breakdown, downtime, hacking activities, (D)DOS (or similar) attacks, Detrimental Materials, interruption or other irregularities which (may) affect the (integration with) the Services, the System, the Booking.com XML, the Connection and the Server (collectively the "**Defects**"). Company will also immediately notify Booking.com of any discovered or suspected unauthorized access, unauthorized transfer, misuse or unauthorized disclosure of Customer Data and take all measures to end it. If, as a consequence, in relation to the Services, a notification of users of Booking.com, government authorities or other parties is required by Company in accordance with applicable data breach notification laws or otherwise intended by Company, Company shall first present any draft notification to Booking.com and coordinate its content with Booking.com.
- 4.2.4. Company shall implement appropriate technical and organizational security measures in accordance with the rules of the relevant payment card industry standard (hereafter referred to as "**PCI**") and applicable data protection laws and regulations against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access of the Data. In regards to credit card details, Company is prohibited from storing such data locally or on the Company's Servers and only allowed to transmit the credit card details from Booking.com to the booked accommodation. In order to ensure that appropriate technical and organization measures are implemented and maintained, Company shall provide Booking.com in a duly and timely manner with all such information, data, cooperation, assistance and access to its premises (during regular business hours and upon reasonable advance notice), books and records of account, documents, files and papers and information stored electronically as Booking.com may request in order to monitor the Company's compliance with PCI and applicable data protection laws.
- 4.2.5. Company shall annually provide a Statement of Compliance to Booking.com with regard to the implemented security measures, stating that Company adheres to good practices industry standards for security. Booking.com may request from time to time that Company adheres to additional security requirements, which Company shall include into its annual Statement of Compliance.

4.3 Warranties

- 4.3.1 The Company hereby represents and warrants to Booking.com that for the term of this Agreement:
- (i) it has, and shall retain relevant staff with the appropriate and up-to-date level of expertise and experience to enable and provide the Services;
 - (ii) the Services will be supplied and supported by appropriately qualified and trained personnel acting with due skill, care and diligence;
 - (iii) it holds and has complied with all permits, licenses and other governmental authorizations necessary for conducting, carrying out and continuing its operations and business and it owns, controls or has obtained any and all necessary rights, licenses, permits and clearances for all the rights, title and interest in and to Services;
 - (iv) the Services shall be rendered, performed, executed, maintained, offered and operated (x) in compliance with all laws, rules and regulations and with the highest industry standards and (ethical) codes of practice, (y) with reasonable skill and care and with promptness and diligence, and (z) executed in a good, professional and workmanlike manner;
 - (v) the Services do not infringe in any manner any copyright, patent, trademark, trade secret or other (intellectual property) right of any third party and do not result in any harm, injury or damage to a third party or any additional payment obligation not contemplated herein;
 - (vi) it will collect, use, transmit, store and safeguard (as applicable) the Data in accordance with all applicable laws and regulations (including but not limited to laws governing privacy and data protection) and will not sell, disclose, use, divulge, transfer, make available, publish, transmit or offer such information to any (third) party (other than for the purpose of fulfilling its obligations under this Agreement) and insofar applicable;

- (vii) the Services do not include or require any use of any freeware or open source software (such as, without limitation, software licensed under GPL, BSD, Mozilla, NOKOS or other like terms and conditions) or does not interface with or be linked to the same;
- (viii) the Services (or any part thereof) are free of any Errors ("Error" means any reported and reproducible mistake, problem, bugs, defect, malfunction or deficiency which causes an incorrect or inadequate functioning or non-functioning of Services or any deviation from any requirement(s) hereunder in relation to the same).

5. TECHNICAL INTEGRATION, CHANGES AND OUTAGES

5.1 Integration, changes and restrictions

5.1.1 Booking.com shall provide the Company with all relevant technical information necessary to enable the Company to customize and integrate the Services into the Company's existing services.

5.1.2 Booking.com shall provide the Company with 20 business days prior written notice of any material change to or requested in respect of (the specification of) the Services that may affect the integration. With regards to required hardware / system resources, the Company will ensure sufficient level of system and hardware resources to be able to comply with and provide the Services to Booking.com as described in this Agreement.

5.1.3 Upon request of Booking.com, the Company shall cooperate with and assist Booking.com and implement and make such changes as may be required by Booking.com in order to optimize the integration and the connection with the Booking.com XML and the Booking.com Server and improve the Services.

5.1.4 Booking.com may block or limit service requests from the Company (i) in the event that the Company's system imposes an unreasonable capacity burden on the Booking.com Servers, or (ii) in the event of a material, detrimental or adverse event, change, matter, circumstance or situation that may affect the Connection, the Booking.com Servers, the Data and/or Booking.com XML. Booking.com reserves the right to charge the Company reasonable costs of increasing capacity in order to meet higher request levels from the Company.

5.1.5 The Company will use commercially reasonable efforts not to (try to) initiate any connection or contact to the Booking.com Servers for the purpose of rendering the Services if the following conditions are met or fulfilled:

- IT-related errors were observed in the last [10] minutes (i.e. secured communications channel is not available, the response time is over [1] sec);
- communication does not comply with the general parameters of the IT communication matching industry standards.

5.1.6 Booking.com will provide the Company with a user ID and initial password, which allows the Company to connect to the Booking.com Servers. The Company shall safeguard, protect and keep the user ID and chosen password strictly confidential and safely stored and not disclose it to any person other than the one who needs to have access to the Booking.com Server. The Company shall immediately notify Booking.com of any (suspected) security breach or improper use.

5.2 Planned Outages for maintenance, update and repair

5.2.1 Unless agreed otherwise by Booking.com in writing, the Company shall use its best efforts to procure and undertake that Outages for planned maintenance, update and repair shall not exceed the following limits:

- (i) no more than [8] hours planned Outages in total per calendar month;
- (ii) no single maintenance, update or repair Outage to last for more than [2] hours with a time slot of at [4] hours between each single Outage;
- (iii) planned maintenance, update and repairs will be conducted between [Friday 1900h and Sunday 2359h], unless Parties have agreed otherwise.

- 5.2.2 Except in the case of an emergency, the Company shall provide Booking.com with at least 10 business days advance notice of any planned Outage for maintenance, update or repair.
- 5.2.3 Except in the case of an emergency, the Company shall give advance notice of scheduled downtime of no less than 24 hours to the other Party as planned Outage for maintenance, update or repair.
- 5.2.4 The Company shall use reasonable efforts to ensure that the software or the Services will be available for at least 99.90% of the time during each month.
- 5.3 Unplanned Outage
- 5.3.1 In the event of any unplanned Outage or any downtime, interruption, breakdown or unavailability (for whatever reason) of the Services, the Company Server and/or the Connection, the Company shall immediately after becoming aware notify Booking.com of such situation, event or matter in accordance with Clause 6.1.2 and 6.1.3 (and inform (and keep informed) Booking.com of all such relevant information as requested by or as may be relevant for Booking.com).
- 5.4 Test runs and certification
- 5.4.1 No test runs will be conducted or performed by a Party (in respect of the Services or otherwise) without the prior written approval of the other Party.
- 5.4.2 The Services will not be set live without the prior written consent of Booking.com.
- 5.4.3 Unless wholly or partly waived by Booking.com in writing, Parties agree that Booking.com shall test, verify and certify the undisrupted and smooth integration, operation, availability, capacity, process, use and such other elements and certification criteria (as determined by Booking.com) of the Services, the Company Server and the Connection:
- (a) prior to the release and use of the Services;
 - (b) after any correction, alteration, modification, improvement, update, upgrade or other adjustments of the Services, the Connection and/or the Company Server, and
 - (c) after any Outage or any downtime, interruption, breakdown or unavailability (for whatever reason) of the Services, the Connection and/or the Company Server.
- 5.2.4 The Company shall fully cooperate and provide Booking.com (if reasonably required) with all such information, data, co-operation, assistance and access to systems, servers, books and records of account, documents, files and papers and information stored electronically as Booking.com may reasonably request for the purpose of completing the tests and certification in a duly and timely manner. Any information or documentation disclosed under or pursuant to this Clause 5.4 shall be regarded as Confidential Information.
- 5.2.5 For the avoidance of doubt, any successful test run, certification or other consent (tacitly or explicitly) given by Booking.com or acceptance of the Company as the party rendering the Service shall not constitute, imply or be regarded as (a) any endorsement, approval or acceptance of (the level or quality of) the Services, the Connection and/or Company Server, (b) any waiver by Booking.com of right of Booking.com under this Agreement, (c) any waiver of or release by Booking.com of any obligation, covenant, warranty, guarantee, undertaking or liability of or action required by the Company under or pursuant to this Agreement, or (d) any comfort, guarantee or warranty, whether express or implied, of the absence of any (threatening or potential) Error or Outage.
6. **MEETINGS, COMMUNICATIONS AND AUDIT RIGHT**
- 6.1 Meetings
- 6.1.1 Upon first request of Booking.com, Parties shall in good faith meet (in person at a mutually agreed location or by telephone) to discuss the performance under this Agreement and such other topics as raised by a Party.
- 6.1.2 All meetings will be held as soon as practically possible, but in any event within 5 business days after notification (unless time is of the essence in which case a shorter notice period may apply).

6.2 Communication and notices

6.2.1 The person set out below will manage day-to-day issues, questions, complaints or escalation of a problem. If a satisfactory response is not received, resolution is not forthcoming within a reasonable time, or is there is a need for subsequent escalation, then this should be directed to the person set out in Clause 6.2.2:

If to Booking.com

Name: _____

Telephone: _____

Mobile: _____

Email: _____

If to the Company

Name: _____

Telephone: _____

Mobile: _____

Email: _____

or such other name/address as from time to time provided by a Party to the other Party.

6.2.2 Any notices or communications pursuant to Clause 4.1.1. under (ii), 5.3 or 6.2.1, in the event of escalation of an issue or if time is of the essence shall be directed to the following persons:

If to Booking.com

Name: _____

Telephone: _____

Mobile: _____

Email: _____

If to the Company

Name: _____

Telephone: _____

Mobile: _____

Email: _____

or such other name/address as from time to time provided by a Party to the other Party.

6.3 Audit right

6.3.1 If Booking.com in good faith has reason to believe that the Company has breached its covenants, warranties, undertakings or obligations under this Agreement, Booking.com may audit such records,

systems and books (of account) of Company (including the Company Server) for the purpose of verification, review and investigation of the breach (the “**Audit**” in accordance with the following:

- (a) the audit shall be conducted at the premises of the Company and will be conducted on business days during regular business hours;
- (b) The Company shall provide Booking.com with all such information, data, cooperation, assistance and access to systems, servers, books and records of accounts, documents, files and papers and information stored electronically as Booking.com may reasonably request for the purpose of completing the Audit in duly and timely matter;
- (c) Booking.com will use its best efforts cooperate with the Company in good faith to avoid and limit any disruption caused by such audits to the Company’s business and operations, and
- (d) Any information disclosed, made available or provided access to under or pursuant to an Audit shall be regarded as Confidential Information of the Company.

7. INDEMNIFICATION AND DISCLAIMER

7.1 Indemnification

7.1.1 The Company shall be liable towards, and agrees to fully indemnify, compensate and hold harmless, and keep indemnified and harmless, Booking.com against all direct and indirect damages, losses, costs, demands, charges, actions, expenses, obligations, claims of any kind, interest, penalties, legal proceedings and any other liabilities of whatsoever nature suffered, paid or incurred by Booking.com (including all reasonable lawyer(s) or attorney(s) fees and expenses paid or incurred by Booking.com) arising out or in connection with:

- (i) any breach by the Company of its obligations under this Agreement; or
- (ii) any interruption to or unavailability or breakdown of (a) the Booking.com Servers, or (b) the provision of the services of Booking.com (directly or indirectly) to the Accommodations, affiliate (distribution) partners or consumers which is caused by or attributable to the Company due to its fault or negligence, or incorrect integration or (subsequent) operation(s), or a breach of this Agreement.

7.2 Disclaimer

7.2.1 Booking.com does not make or give any representation, warranty, guarantee or any other form of comfort, express, implied or statutory, in connection with the subject matter of this Agreement and hereby disclaims any and all implied warranties, including all implied warranties of merchantability, title, non-infringement or fitness for a particular purpose regarding such subject matter. No representation or other affirmation of fact of or made by Booking.com, including, without limitation, statements regarding capacity (restrictions), XML connection, security, compliancy, up-time, down-time, satisfactory quality, suitability for use, or performance of the services shall be deemed a warranty for any purpose or give rise to any liability of Booking.com whatsoever or howsoever.

7.2.2 Booking.com provides access to and operates the System, the Booking.com Server and the Booking.com XML on an "as is" and "as available" basis. Booking.com does not warrant or guarantee that the access to or use of the System, the Booking.com Server and the Booking.com XML will be uninterrupted or error free. Booking.com does not warrant the accuracy, reliability, completeness or timeliness of the System, the Booking.com Server and the Booking.com XML (including any data or information received by the Company under or pursuant to the System, the Booking.com Server and the Booking.com XML).

7.2.3 To the extent permitted by law, Booking.com shall not be liable and hereby disclaims and excludes all liability (for any type of damages, losses (including direct, indirect, consequential, punitive, exemplary, special or other damages or losses or loss of production, loss of profit, loss of revenue, loss of contract, loss of data, loss of or damage to goodwill or reputation, loss of claim, wasted expenditure and business interruption), costs, indemnifications, expenses, claims, liabilities, penalties) towards and/or in respect of the Company which is related to any (inadequate) performance or (temporary and/or partial) unavailability, breakdown, interruption, or downtime (for

maintenance, updates or otherwise) of the Data, the Booking.com XML, the Booking.com Server and/or the System or any other error, omission, defect, malfunction or other problem in respect of the Data, the Booking.com XML, the Booking.com Server and/or the System.

8. TERM AND TERMINATION

8.1 Term, termination and suspension

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

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

8.1.3 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.

8.1.4 This Agreement terminates by operation of law in the event that there are no Accommodation to which the Services are made available.

8.2 Survival

8.2.1 Upon termination, this Agreement shall absolutely and entirely terminate and cease to have effect. Clause 9 and 10 shall survive termination.

8.3 Change of control

8.3.1 In the event of a (direct or indirect) (contemplated) change of control in respect of the Company, the Company shall promptly notify Booking.com of such (contemplated) event or action.

8.4 Effect of termination and wind down period

8.4.1 In the event of termination or expiration of this Agreement, the Company shall immediately (unless requested otherwise by Booking.com):

- (i) disable the Connection with Booking.com;
- (ii) delete, destroy, remove, disable and/or return (and cause to be deleted, destroyed, removed, disabled and returned) all ((hard and soft) copies of) the Data, and/or
- (iii) remove or caused to be removed all Data from its server(s).

8.5 Wind down period

8.5.1 In the event of (contemplated) termination of the Agreement, the Company shall comply with all reasonable requests made by Booking.com for a reasonable wind down period after the termination date (for such time as reasonably requested by Booking.com) in order for Booking.com and the relevant Accommodations to ensure a smooth and undisrupted termination, set over, transfer and continuation of the Services by the Company to its substitute party or successor during the winding down period and thereafter.

8.5.2 Until the end of the wind down period, the Company shall provide such support and guidance to Booking.com or the Company's successor as Booking.com may reasonably request or which is required in order to ensure a smooth and –insofar reasonably possible– undisrupted transfer of the Services after termination and the wind down period.

9. CONFIDENTIALITY

9.1 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 the 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, Customer Data of Guests, any software or information regarding software provided or used by Booking.com in connection with this Agreement, the content and 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.

9.2 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, copy, publish, transmit, reproduce, divulge, disclose, use or store in an unprotected retrieval system or data base (other than pursuant to the terms hereof) the Confidential Information, and (e) it shall return or destroy all ((hard and soft) copies of) Confidential Information upon written request of the other Party.

9.3 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.

10. **MISCELLANEOUS**

10.1 Assignment

Neither party shall be entitled to assign, transfer or encumber any of its rights and/or the obligations under this Agreement without the prior written consent of the other party.

10.2 Notices

All notices and communications must be in English, in writing, and save as set out otherwise in this Agreement, sent by facsimile, email 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 Hotels
Herengracht 597
1017 CE Amsterdam
The Netherlands
Email: _____

If to the Company:

Email: _____

10.3.1 Whole Agreement

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.

10.3.2 Third party beneficiary

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 party any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement.

10.5 Counterparts

This Agreement may be executed on faxed or scanned copies and entered into by a Party by way of executing a separate counterpart, but it shall not be effective until each Party has executed at least one counterpart. Each counterpart, when executed, shall constitute an original, and all the counterparts shall together constitute one and the same instrument.

10.6 Costs

Each Party shall bear its own costs, charges and expenses costs in connection with the entering into, execution, implementation of and performance under this Agreement. The Services shall be rendered to Booking.com free of charge.

10.7 Burden of proof

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

10.8 Governing law and jurisdiction

This Agreement shall be exclusively governed by and construed in accordance with the laws of the Netherlands. Any disputes arising out or in connection with this Agreement shall exclusively be submitted to and dealt with by the competent courts in Amsterdam, the Netherlands.

IN WITNESS WHEREOF this Agreement has been executed in _____ on _____.

Booking.com B.V.

By: _____

Its: director

By: _____

Its: _____