

Quick guide to complete the Hotel Contract V1

Header: please complete the date field.

Section 1 - Parties: Please complete with the relevant information.

Section 2.1 - Rooms and Rates: Please choose between net or commissionable rate.

Section 3.2 - T&C: Please choose all rate types applicable by ticking the boxes.

Section 3.4 - T&C: Please choose the currency you wish to get paid in.

Section 4.1 - Financial T&C: Please complete the credit amount.

Section 4.3 - Financial T&C: Please complete all relevant information related to your bank account as backup information.

Page 5: Please complete with signature, stamp, date and title. Then please scan and email back to channelmanager@nuitee.com Please do not forget to complete the separate document called Hotel Information Form and we are all set. Thank you very much.

This Agreement will start on the date of signature of Supplier and end on the anniversary of one calendar year. It shall be automatically renewed, unless written communication by any of the parties to the other 3 months prior to the expiration date. Dated: _____

1. Parties

Nuitee Travel Ltd (VAT number IE3388031IH) at 11 O'Connor Square, Tullamore Co Offaly R35 N8W9 Ireland, hereinafter referred to as the Client, represented by Ms Nessa McManus, and _____ acting as (VAT number _____) with address _____ hereinafter referred to as the Supplier, represented by _____ (together referred to as the Parties), agree to the following terms and conditions, which shall form the full agreement between the parties in relation to the access by the Client to a system managed by the Supplier that allows to reserve and pay for hotel rooms and other tourist services, hereinafter referred to as the System.

2. Rooms and rates

- 2.1. The Supplier will provide access to book rooms at a special net / commissionable rate
- 2.2. Rates are inclusive of all relevant taxes.
- 2.3. The Supplier is fully responsible for the maintenance of the System.
- 2.4. The Supplier will ensure the system shows real time availability and the related rate and tax conditions.
- 2.5. The System will send occupancy, check in & check out date, cancellation and no show policies as well as any extra fees have to be sent through the API at all levels (availability, valuate and confirmation stages). In the absence of such info the Supplier will absorb all costs associated with this specific booking.

3. Terms & Conditions

The Parties agree to the following terms and conditions:

- 3.1. **System** All bookings must be made through the System once connected with login and password or via the API interface
- 3.2. **Distribution** The Client has the right to distribute in all available channels without limitation, as per the rate type of the Provider B2B, B2C, Package, Closed User Group.
- 3.3. **Hotel content** must be in English. All special remarks, additional information or errata's must be displayed in the API at availability step
- 3.4. **Currency** Prices are set in currency USD/GBP/EUR for all destinations and hotels / services.
- 3.5. **Rates** supplied are VAT inclusive net rates which the Client will mark up.
- 3.6. **Fees** applicable outside of the room rates must be displayed.
- 3.7. **"On-Request"** Rates, room type and conditions shown as "on-request" are not to be distributed to the Client.
- 3.8. **Group Bookings** The System permits a maximum number of rooms reserved per booking of _____ and any number of rooms above that are on request.
- 3.9. **Overbookings** The Supplier shall, at its own expense, offer the client an alternative hotel that is of the same or higher category of the one booked by the Client. The alternative hotel is considered within 5 km from the original hotel. The Client has to accept the alternative hotel before it is confirmed. The Supplier will not charge any cancellation fees to the Client in case the guest refuses the alternative provided and cancels the booking. If the Supplier is unable to offer an alternative hotel or if no alternative will be provided within 6 hours (if issue happens before the check-in date) or 1 hour (if issue happens at the moment of check-in), the Client may take over the reservation, make the booking and invoice the Supplier for the difference and / or full amount.

- 3.10. **Cancellations and No-Shows** this information is published only by the Supplier according to the policies set by the individual properties and service providers in connection with the Supplier (all booking conditions are subject to the real time condition loaded for each property).
- 3.11. **Relocation** No relocation will be accepted as long as the same or higher category of room booked in that specific hotel is still available on other sales channels.

4. Financial Terms & Conditions

- 4.1. **Credit** This agreement is based on the Supplier providing a credit policy with a limit of _____ €/.\$.
- 4.2. **Bi-Monthly Payment Terms** Departures (check-out date) between 1st and 15th of each month must be invoiced by Supplier by 21st of the month and will be paid on or before 30th of the month. Departures (check-out date) between 16th and 30th/31st of each month must be invoiced by Supplier by 5th of the following month and will be paid on or before 15th of the following month. The Supplier will provide invoices by email to the following email addresses: accounts-payable@nuitee.com and cc yhalimi@nuitee.com.
- 4.3. **Payment** will be made to the following bank account:
 - Name of Bank Account: _____
 - Bank Account Address: _____
 - Bank Account Beneficiary Name: _____
 - Beneficiary Address: _____
 - SWIFT: _____
 - IBAN: _____
 - Currency: _____

5. General Terms & Conditions

The Client's general conditions are available on the platform (<https://www.nuitee.com/terms-and-conditions.html>). The Supplier acknowledges having read and accepts to respect and follow them.

6. Force Majeure Circumstances

Neither the Client nor the supplier can accept liability or pay compensation where the performance of our obligations to you are affected or prevented as a result of 'force majeure'. In these terms, 'force majeure' means any event which either Nuitee.com or the supplier could not foresee or avoid, even with due care and consideration. Such events include, but are not limited to :- war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, strike action, natural or nuclear disaster, adverse weather conditions, accidents and related delays, volcanic ash cloud, fire and all similar events outside of our control.

7. Confidentiality

Any information exchanged between the parties is considered confidential.

8. Limitation of Liabilities

By signing this Agreement the Supplier acknowledges that Nuitee acts solely as an intermediary and not as a principal when making bookings for products or services offered in the System. Nuitee therefore is not liable for personal injury, illness, property damage or other loss or expense of any nature whatsoever arising directly or indirectly out of any actions and omissions of the Supplier.

Nuitée can only be held liable for the Supplier actual losses resulting from the improper operation of the System, provided that such losses are based on evidence.

9. Data protection

For the purposes of this clause, where terms and expressions used are not defined in this Agreement, they will have the meaning assigned to them by the Regulation (EU) 2016/679 and laws, regulations or statutory instruments enacted thereunder (the “GDPR”) or otherwise applicable. For the purposes of this Agreement, the Client and the Supplier act as independent Data Controllers in relation to the personal data they process in the course of the performance of the Agreement and each shall comply with its respective obligations under applicable data protection legislation in relation thereto, including the application of all necessary security measures to ensure protection to the personal data.

Each party shall promptly provide the other party such reasonable cooperation, information and assistance as required from time to time to enable such other party to comply with its obligations under applicable data protection legislation. The parties shall not knowingly perform their obligations under this clause in such a way as to cause the other party to breach any of its obligations under applicable data protection legislation.

10. Governing Law

These Terms and Conditions and any non-contractual obligations arising out of or in connection with it will be governed by Irish law. Each party agrees that the courts of the country of domicile of the defendant of the relevant action have exclusive jurisdiction to determine any dispute arising out of or in connection with these Terms and Conditions (including in relation to any non-contractual obligations), provided that any counterclaims shall be ignored in deciding who is the defendant. Where there are separate but related actions the courts with jurisdiction shall be determined depending on the first of such actions to be issued. Each party irrevocably waives any right that it may have to object to an action being brought in such courts, to claim that the action has been brought in an inconvenient forum, or to claim that such courts do not have jurisdiction.

IN WITNESS WHEREOF the authorized representatives of THE PARTIES have placed their hands hereunto and to one other at the places and on the dates hereinafter set out.

For & on Behalf of

For & on Behalf of Supplier:

Nuitee Travel Ltd

Stamp:

Stamp:



Name: Nessa McManus

Name: _____

Title: Legal Representative

Title: _____

Signature: *Nessa McManus*

Signature: _____

Date: _____