

AFFILIATE PARTNER AGREEMENT

BY REGISTERING WITH BAKUUN.COM AFFILIATE PARTNER PROGRAM, THE AFFILIATE HEREBY HAS UNDERSTANDS AND ACCEPTS THE TERMS AND CONDITIONS OF THIS AFFILIATE AGREEMENT (THE "AGREEMENT")

Welcome to the Bakuun.com Ltd Affiliate Partner Program

This Programme enabled the Travel Agency and online third part website to:

Access to www.bakuun.com("Website"), a website operated by Bakuun.com Ltd, corporation located at Office 7 35-37 Ludgate Hill London EC4M 7JN UNITED KINGDOM ("Bakuun.com"), and the travel services available on the Website;

- market the Website to their customers;
- earn marketing fees from Bakuun.com,
- make bookings on behalf of those customers;
- use the inventory earn marketing fees from Bakuun.com
- use the online widget generated from Bakuun.com

By registering signing up and confirm your profile to the bakuun.com affiliate partner, the partner agrees, and accepts and agree the terms and condition of this agreement

BETWEEN

1. Bakuun.com Ltd is a company under the laws of the United Kingdom with headquarters in Office 7 35-37 Ludgate Hill London EC4M 7JN UNITED KINGDOM ("Bakuun.com")
2. THE AFFILIATE PARTNER, who is the entity (the "Affiliate") that fill out and accept all required details in the Affiliate Partner Registration Form present in the Bakuun.com website and translated according with the customer languages at moment of registration.

1. CONSIDERING:

1.1 Bakuun.com a company operates in the online travel market running a system of reservation, through which participating Accommodations (Hotels , Villa , B&B and any type of operator authorized according to the laws of the country of residence, to operate in receptive tourism) and Suppliers (DMC Tour operator any other person authorized to sell experiences) of experiences and activities (ticket , tour , music event , events in general , and any category which can be associated)that can make their rooms ,meeting room ,experiences and activities , available for reservation and associated in terms of package, and through which visitors can make reservations at such Accommodation and experiences;

1.2 Bakuun.com manage and improve the own websites ("Bakuun.com Websites"), and also allow and provides the connection to third parties' websites and with offline partners;

1.3 The Affiliate owns, controls, hosts and/or operates one or more Internet domains and websites ,the Affiliate customers

2. DEFINITIONS

"Affiliate Account(s)" means the account that is accessed by the Affiliate by using the unique log-in and password allocated by Bakuun.com to the Affiliate and which allows the Affiliate to access the reservation system available through the Website.

"Affiliate Tracking Code" means the unique Affiliate identification code beginning with "[*VND *]" attached to the Affiliate Account(s) and used by Affiliate through which Bakuun.com, will track the Transactions of the relevant Affiliate.

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

"Customer" means an individual for whom Affiliate performs a Transaction on the Website during the Term.

"Customer Data" means information in respect of Customers that Affiliate provides to Bakuun.com in connection with the provision of the customer and fulfilment services pursuant to this Agreement.

"Bakuun.com Competitor" any direct or indirect competitor for part or for all service provided in Bakuun.com

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

"Transaction(s)" means the booking of travel services on the Website on behalf of Customers by Affiliate.

"Bakuun.com Brands" any keyword or phrases which contain same or similar or any misspellings or translations, variations r which is the same as or confusingly similar to (including any variations, translations, misspellings and singular/plural forms associate to Bakuun.com or Bakuun

"Bakuun.com Promotional Materials" means the "Bakuun.com" branded promotional items or such other material as provided by Bakuun.com to this Affiliate from time to time;

"Guest" means a visitor of the Websites that completed a hotel reservation or hotels + experiences reservation via the Service.

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

"Suppliers" means any Provider of experiences or activities that sell product indirectly via the Service

"Commission" means the amount in GBP (excluding VAT) that Bakuun.com will pay to the Affiliate for each Bookings successfully completed, which amount shall be paid to the Affiliate according with the consequent payment made from the related Hotel and or Supplier to Bakuun.com

"Reservation Form": means the reservation form filled out by the Affiliate that shall contain the Guest information

"Platform": means the online platform owned by Bakuun.com

"Connections" means all links, pages, feeds , xml , api , hyperlinks or deep links created, maintained and hosted by Bakuun.com.

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

"Content" means all available (descriptive) information of Hotels present on the Bakuun.com Website including but not limited to hotel photo, policies , video , terms and conditions , description , review , guest data any other information or descriptive text.

"XML" means a connection between the XML protocol from the database of Bakuun.com and the Affiliate's database which can be handled by Bakuun.com

3. AFFILIATE OBLIGATIONS

3.1 Obligations

3.1.1 Affiliate shall be responsible for first line Customer support in relation to Transactions and shall facilitate the provision to Customers of information available on the Website in relation to any particular Transaction. In addition, Affiliate shall facilitate the provision of customer care and support by Bakuun.com to the Customer in relation to booking amendments or cancellations or any other Customer support function which cannot be managed via the Website.

3.1.2 Affiliate shall within 24 hours of receipt: (i) provide to Customer, without any deletion or modification, all information received from Bakuun.com relating to any type Transaction such as booking confirmation emails, activity ticket, customer support or hotels communications or complaints received from Customer with particular attention to amendment charges where that Customer requests the cancellation or amendment of the Transaction

3.1.3 Affiliate will be solely liable for any update or changes between the cancellation policies provided to Affiliate by Bakuun.com and those that are communicated by Affiliate to Customer. Affiliate shall notify Bakuun.com within three (3) days of

3.1.4 The Affiliate agrees will not take any action which may cause a problem or negative affect to Bakuun.com and that it will cause a problem with the relationship between the Hotels listed on Bakuun.com Websites and shall not persuade to attempt any Hotel to close the contract with Bakuun.com

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

3.1.6 The Affiliate should take care and update the content of the connected websites and shall keep the Website(s) up-to-date and accurate. In case of any error or omission in the Affiliate website, the Affiliate should correct and notify directly Bakuun.com for prompt maintenance

3.1.7 The Affiliate can't extract or copy any information from the Bakuun.com website or extract it through manual or automatic scraping systems.

3.1.8 The Affiliate can't make any copy (online / static) content or image or anything that can be copied that can related to Bakuun.com website.

3.1.9 The Affiliate can't make a reservation with the final purpose to resell it with benefit of third party.

3.1.10 Bakuun.com will create an unique link to the Affiliate with an unique access to the private area which allows the Affiliate to check the booking and the relevant data in terms of profile setting and statistics. The Affiliate must keep the user ID and password confidential and not share it with any other person other than those who need to have access to the Secured Website. The Affiliate shall immediately notify Bakuun.com of any (suspected) security breach or improper use.

3.2 Brand protection

3.2.1 In order to protect brand, the product and service, brand and the website directly or indirectly owned controlled or hosted by the Affiliate or companies, must be substantially distinct and different(including in respect of the colour scheme, the composition of menu, the design and the layout, the buttons, boxes and banners and the available features) from the Bakuun.com Website in order to not create confusion to the guest that should identify the brand of Bakuun.com:

3.2.2 The Affiliate shall not directly or indirectly use or incorporate the data from Bakuun.com and to use and share this with any third-party users for any kind of activities. Upon termination or expiration of this Agreement, the Affiliate shall destroy, delete or upon first request of Bakuun.com return all Bakuun.com Data (including all hard and soft copies).

3.2.3 The Affiliate shall not use the access to the system to get information about the system of Bakuun.com and shall not use the access to copy or to imitate Bakuun.com Websites

3.3 Intellectual Property Rights

3.3.1 The Affiliate shall not acquire or use, register, purchase any domain with the similar which incorporates any word or words which are identical, or confusingly or substantially similar to "Bakuun", "Bacun", Baccun , Bakun or any variations, translations or misspellings thereof, included as part of the address.

3.4 Promotion and marketing

3.4.1 During the term of the Agreement, the Affiliate agrees and to not conduct, undertake, use, perform or exercise any marketing activities through Paid Search, SEM or SEO activities, that can be directly or indirectly advertising also using any kind of referral program or third-party platform.

3.4.2 The Affiliate shall not use or share the Content of Bakuun.com website for any purpose that can direct or through Third Party Platforms except as expressly provided for in this Agreement.

3.4.3 During the term of this Agreement the Affiliate shall immediately comply with any request made by Bakuun.com to adhere to and comply with the point on paragraph 3.4.

4. COMMISSION

4.1 Bakuun.com will pay a commission to the Affiliate for each completed and closed transaction (transaction closed is when the reservation is materialised), related to the reservation of day use rooms, meeting room and packages hotel and experiences.

The commission it will be paid on the price of room/meeting room and it will not include any additional meal, service, technical equipment or food selection.

The commission it will be paid only in relation to Consumer Transactions that were booked through the Website (Bakuun.com). For the avoidance of doubt, the commission fee will not be paid by Bakuun.com

The calculation of commission it will be done by using a percentage commission split for the number of all closed transaction, in accordance with the following calculation table:

Closed transaction per month Percentage Commission Split

0-50 6%

50-150 6.75%

more than 7.5%

4.1.2 The different level and percentage of commission it will be calculated, based on the number of the completed transactions and can't apply retroactively.

4.1.2 On or before the 15th business day of each month Bakuun.com will provide the Affiliate a credit invoice with the list of payable commission in the month.

5. REPRESENTATIONS AND WARRANTIES

Each party hereby represents and warrants that to the extent that the party is a company, it is duly organized and validly existing under the laws of the place of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

5.1 Affiliate warranties

5.1.1 The Affiliate has all necessary rights, to operate and use the Affiliate Website(s) including the relevant domain, subdomain, name, generated internal link and Micro and connected website to the Affiliate main Website(s);

5.1.2 The Affiliate holds and has all licenses and local authorisation to operate and conduct the business

5.1.3 The Affiliate it will be responsible and liable for its own taxes, social contributions and other related matters.

5.1.4 The Affiliate shall not contain improper or inappropriate content, information and any link or external links or banners that can be offensive, obscene or defamatory

5.2 Parties warranties and undertakings

5.2.1 Each Party represents and warrants to the other Party that it has the full corporate power and authority and action required by it to authorise the execution and performance of this Agreement

5.2.2 This Agreement constitutes legal valid obligations and each Party shall use its commercially reasonable efforts to protect and safeguard its Website

6. TERMINATION; TERMINATION OBLIGATIONS TERM, TERMINATION AND SUSPENSION

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

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

6.3 Upon termination or expiration of this Agreement for any reason: Affiliate shall immediately cease using Affiliate Tracking Code and the Promotional Materials; and Affiliate Account shall be shut down immediately by Bakuun.com

6.4 Upon termination of this Agreement Bakuun.com shall continue to pay to the Affiliate any outstanding Commission for a period of 12 months after the termination date, on the condition that Bakuun.com has the correct contact and banking details for the Affiliate during that period.

6.5 The Affiliate can claim any unpaid Commission within that 12month period, from the data of invoice where the amount it was missing.

6.6 Upon termination or expiration of this Agreement for any reason: (i) Affiliate shall immediately cease using Affiliate Tracking Code

7. CONFIDENTIALITY

7.1 Confidential Information

Parties understand and agree that in the performance of this Agreement, each disclose to the other confidential and proprietary information. The parties agree that the recipient of any such confidential or proprietary information of

the other party will use such confidential information solely for the purposes for which it is provided by the other party, will not disclose such confidential information to any third party.

Confidential Information includes usage statistics, ranking data, pricing policies, conversion data, financial, marketing and business plans, business, financial, any software or information regarding software provided or used by Bakuun.com in connection with this Agreement.

7.2 Protect and safeguard Confidential Information

The parties agree that: (a) the Information categorized as Confidential will remain the exclusive property of the disclosing party and the receiving party will in no way use such Confidential Information for any purpose except if such reason is not in accordance with the continuation of this Agreement, (b) will maintain and use prudent methods to ensure that persons in the organization such as employees, officers, representatives, contracting parties and agents ("permitted persons") retain full confidentiality and confidentiality in respect of Confidential Information, (c) do not copy, publish, transmit, reproduce, disclose, disclose or make available Confidential Information to any third party

7.3 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) information that the recipient obtains from a third party (other than in connection with this Agreement); (iv) information that is independently developed or acquired by the recipient; (v) disclosure with the prior written consent of the disclosing party; or (vi) disclosures which are required by applicable law.

8. MISCELLANEOUS

8.1 Notices

All notices and communications must be in English, in writing, and sent to the email address partners@bakuun.com and the Affiliate shall include in all correspondence its assigned Affiliate ID number

8.2 Translation

This Agreement has been drawn up in English and may have been translated into other languages. The translated version of this Agreement represents a courtesy translation and the Affiliate cannot derive any rights from the translated version. In the event of a dispute over the content or interpretation of the terms between the English version and any other language version of this Agreement, the English version shall apply and prevail and be decisive and binding

8.3 Execution, performance and effect

The Agreement only enters into force and effect by registering and signing up to the Affiliate partners program of Bakuun.com, the Affiliate agrees, acknowledges and accepts the terms and conditions of this Agreement.

9. JURISDICTION AND GOVERNING LAW

9.1 Jurisdiction

Any disputes connected with this Agreement it will be exclusively submitted to the competent court in London, United Kingdom.

9.2 Governing law

This Agreement shall be construed and controlled by the laws of England and Wales, and each party further consents to the exclusive jurisdiction of the courts of England and Wales.