

SUPPLIER AGREEMENT

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

AND

2. THE SUPPLIER, who is the entity (the "Supplier") that can be the Tour Operator, DMC, Transfer Company, Incoming Agency, Event Organizer, Licensed Tour Guide and/or Museum registered and identified in the <https://business.bakuun.com>

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;

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

1.2 The Supplier, a company that is involved mainly in managing, performing, marketing and selling tourist, leisure and business services, wishes to appoint Bakuun.com for the sale to the Portals' Customers and to the clients of the Retail Channels and clients provided by B2B channels of tickets or vouchers the right to use the Services

2. SUPPLIER OBLIGATIONS**2.1 Obligation and duties**

2.1.1 The Suppliers are responsible for the accuracy of the information in the language version as submitted by way of their Supplier ID. If the Supplier is aware or may be expected to be aware of any inaccuracy in another language the Supplier shall inform Bakuun.com immediately.

2.1.2 The Supplier undertakes to update the material in question whenever it is necessary in order to provide the Customers with clear and complete information on the Services

2.1.3 The Supplier represents and warrants that all information with regard to his offer shall at all times be true, accurate, and not misleading. The Supplier shall update the uploaded information as timely as required for guaranteeing the accuracy of the information provided

2.1.4 The Supplier represents and warrants that he will provide all necessary information in advance to the Customers for the execution of the Service (e.g. time , equipment , starting point ,meeting point and time, etc.).

2.1.5 The Supplier will accept the Products presented by the Customers both as paper print-outs or as electronic copies (in PDF or other equivalent formats) on smartphones or other electronic devices pertaining to the Customers.

2.1.6 The rates, availability, and restrictions for the Service by the supplier and mandatory fees applied through the Platform have to be equal to or better than what the Supplier make available through your own channels of sales or any third-party channels.

2.1.7 The Supplier may only offer his own Service via the Platform. The Supplier may not offer Services as an intermediary or agent.

2.1.8 The Supplier shall contract a general liability insurance which insures all Services that are offered through the Platform.

2.1.9 The Supplier is fully responsible for the conduct of the guide with regard to Customers or other persons who legitimately use the Services

2.1.10 The rates provided by the Supplier through the Supplier Profile for his services offers by The Platform shall include and show separately, sales taxes and such other applicable governmental, national, regional, city, local or any kind of taxes or levies. It is strictly prohibited and not legitimate to ask Customers to pay any further amount, upon the execution of the Service.

2.2 Brand protection

2.2.1 The Supplier 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.

2.2.2 The Supplier shall not publish, on the Portals, the Retail Channels and on any promotional material, its trademark and any other distinctive signs for the purposes of promoting Services, the Portals and the Retail Channels.

3. DISPLAY CONTENT & INTELLECTUAL PROPERTY RIGHTS

3.1 The Supplier allow Bakuun.com a non-exclusive, royalty free and worldwide right and license applicable too:

3.1.1 to reproduce, use, have reproduced, distribute, utilize and display, adapt, convert, translated and make available to the users and to the Affiliate partners, the provided content.

3.1.2. to reproduce, use, have reproduced, distribute, utilize and display, adapt, convert, translated and make available to the users and to the Affiliate partners, the content submitted through the Supplier Account

4 PRICE FEE AND PAYMENTS

4.1 Supplier agrees to pay Bakuun.com a commission for the brokering of contracts with Customers. The commission will be deducted from the gross amount charged to Customers as the sales price for the Service on the Platform in the agreed currency

4.2 The Supplier, with reference to each month of validity of this Agreement, shall issue an invoice to Bakuun.com that shall specify the overall amount of the Supplier consideration the previous month minus the refunds and compensations made by Bakuun.com in favour of Customers, if any. The remaining balance as outlined on the credit note depicted on the invoice will be wired to the Supplier's bank account or credit card and the Supplier will be notified by e-mail address indicated for in the Supplier profile. Bakuun.com processes payments on the 5th (fifth) day of every month barring exceptional circumstances.

4.3 All of the invoices issued by Supplier to Bakuun.com shall be made out to Bakuun.com Ltd. and sent by mail only to account.finance@bakuun.com.

5. CANCELLATIONS

5.1 In the event the Supplier cancels a booking for whatever reason he shall fully refund Customers, unless otherwise agreed between the Supplier and Customer.

5.2 In case of "Force Majeure", which are circumstances beyond the Parties', including without limitation, act of terrorism, war, natural catastrophe, strikes or interruption of electricity, either Party may suspend or end this Agreement. Furthermore, Supplier shall allow Customers to return purchased tickets for a full refund if a force majeure situation occurs at the travel destination, regardless of whether Supplier continues to provide Services during the affected period of time. In the event that Supplier cancels the Service due to the occurrence of Force Majeure, he must notify the Bakuun.com customer support immediately. Bakuun.com will process the refunds and transmit them to affected Customers.

5.3 In the case when the Supplier unjustifiably fails to deliver or cancels Services that have been booked by Customers, Supplier agrees that Bakuun.com may take full refund to the affected Customer, and deduct the amount of the refund plus a contractual penalty from any amount due Supplier hereunder. The contractual penalty shall be twenty-five percent (25%) of the gross selling price of the Service on the Platform for each affected Customer. Bakuun.com may, at its sole discretion, waive this contractual penalty, in whole or in part, if the Supplier provides an alternative but equivalent Service to the relevant Customers on the same date.

6. CUSTOMER COMPLAINTS

Bakuun.com is not responsible for any complaints or claims in respect of the Service offered and provided by the Supplier or any specific requests made by Customers are to be dealt with by the Supplier.

7. 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;

7.1 Supplier warranties

7.1.1 The Supplier has authorized the individual entering these Conditions on the Supplier's behalf to take such action on the Supplier's behalf

7.1.2 The Supplier holds and has all licenses and local authorisation to operate and conduct the business

7.1.3 This Contract constitutes a valid and binding obligation enforceable against the Supplier in accordance with its terms.

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

7.1.5 The Supplier is the owner of all intellectual property rights uploaded through the Supplier Account or authorized by the owner of such rights to upload and license such rights through the Platform.

7.2 Parties warranties and undertakings

7.2.1 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

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

8. TERMINATION; TERMINATION OBLIGATIONS TERM, TERMINATION AND SUSPENSION

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

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

8.3 Upon termination of this Agreement Bakuun.com shall continue to pay to the Supplier any outstanding Booking 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 Supplier during that period.

8.4 The Supplier can claim any unpaid Booking within that 12month period, from the data of invoice where the amount it was missing.

9. CONFIDENTIALITY

9.1 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.

9.2 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

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) 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.

10. MISCELLANEOUS**10.1 Notices**

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

10.2 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 Supplier 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

10.3 Execution, performance and effect

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

11. JURISDICTION AND GOVERNING LAW**11.1 Jurisdiction**

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

11.2 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.