

## VENDOR AGREEMENT

BY REGISTERING AND SIGNING UP TO THE LETITBIKE.COM PARTNER PROGRAMME AS VENDOR, THE VENDOR HEREBY AGREES, ACKNOWLEDGES, ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS OF THIS VENDOR AGREEMENT (THE "AGREEMENT").

BETWEEN:

1. Tour Observer, LLC, a New Jersey corporation (Letitbike.com), and
2. THE VENDOR, whose details are set out in the Vendor Registration Form (the Vendor Form) (the "Vendor").

WHEREAS:

- (i) Letitbike.com operates an online bike rental booking service (the "Service") through which participating bike rental companies/individual bike tour guides (collectively the "Bike rental companies", each a "Bike rental company") can make their services available for booking, and through which visitors can make reservations at such Bike rental companies (the "Product");
- (ii) Letitbike.com maintains and exploits its own websites and social media accounts (the "Letitbike.com Websites"), and also provides the Product and links to the Product on the websites of third parties;
- (iii) the Vendor owns, controls, hosts and/or operates one or more bike rental sites;
- (iv) the Vendor and Letitbike.com wish that the Vendor makes the Product (directly or indirectly) available to its customers and visitors of the Letitbike.com Website(s) and in such form and on such terms and conditions as set out in this Agreement.

HAVE AGREED AS FOLLOWS:

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In addition to terms defined elsewhere in this agreement, the following definitions apply throughout this agreement, unless the contrary intention appears:

**"Bike rental"** means a service provided by Vendor for third parties using which an individual may rent a bike provided by Vendor or book an individual or group bike tour provided by Vendor.

**"Vendor"** means the Party of which the relevant (contact) details are set out in Vendor Registration Form.

**"Vendor Group"** means the Vendor and the ultimate holding company of the Vendor (including the group of companies or entities which are under the (direct or indirect) Control of (the ultimate holding company or shareholder(s) of) the Vendor).

**"Vendor Registration Form"** means the online sign up and registration form to be completed by the Vendor. After the form is properly filled in and submitted by the Vendor Letitbike.com has the right but is not obliged to check the information provided by Vendor in the Vendor registration form. By completing the Vendor registration form the Vendor enters into this agreement.

**"Letitbike.com Competitor"** means any direct or indirect competitor of Letitbike.com.

**"Letitbike.com Brands"** means any term or keyword which is the same as or confusingly similar to (including any variations, translations, misspellings and singular/plural forms of) any of following term(s): Let it Bike, Letitbike.com (with or without any associated Internet domain names (with whatever (country code) top-level domain) (e.g. Letitbike.com, Letitbike.eu, Letitbike.us).

**"Letitbike.com Data"** means the Intellectual Property Rights of Letitbike.com and the Content as provided to the Vendor under this Agreement and such other information from time to time owned or used by Letitbike.com or embodied or included in Letitbike.com Websites or made available by Letitbike.com to the Vendor (e.g. rates and availability).

**"Letitbike.com Websites"** means the website(s) and social media accounts of Letitbike.com.

**"Commission"** means the amount in US dollars (excluding VAT) that Vendor will pay to

Letitbike.com for each Materialised Transaction, which amount shall be automatically deducted from the amount paid by the Customer to the Vendor through Letitbike.com Website (from the booking fee).

**"Booking fee"** means the amount in US dollars (excluding VAT) that the Customer pays to the Vendor for each booking of Bike rental using Letitbike.com Service. The booking fee is indicated by the Vendor in a Product description. The Commission is taken out of the booking fee automatically when Letitbike.com transfers the booking fee to the Vendor for the materialised transactions.

**"Connections"** means all links, landing pages and/or XML feeds and/or deeplinks and/or hyperlinks, created, hosted and maintained by Letitbike.com.

**"Content"** means all (descriptive) information of Bike rental companies/Bike tours/Biking sites/Individual bike tour guides available on the Letitbike.com Website including but not limited to bike rental information and descriptions of bike tours, customer reviews, meta data, details of biking sites and (cancellation/no show) policies and general terms of the bike rental (including any translations thereof) and photos, video, pictures, but excluding rates and availability (including any updates, modifications, replacements, additions or amendments).

**"Customer Data"** means the Customer's name, e-mail address and number of phone and such other confidential and private information of a Customer.

**"Fraudulent Reservations"** means a reservation that has not materialized (no show) and for which an invalid/stolen credit card has been used or a successful refund was made by the card holder.

**"Customer"** means a visitor of the Websites that completed a bike rental booking via the Product. Usually booking is made by individual clients, couples and small parties on existing tours with set departures or private guided tours with low minimum participation requirement.

**"Intellectual Property Right"** means any patent, copyright, inventions, database rights, design right, registered design, trademark, trade name, brand, logos, service mark, know-how, utility model, unregistered design or, where relevant, any application for any such right, know-how, trade or business name, domain name (with whatever (country code) top-level domain, e.g. .com, .us, .eu) or other similar right or obligation whether registered or unregistered or other industrial or intellectual property right subsisting in any territory or jurisdiction in the world.

**"Materialised Transaction(s)"** means the reservation by a visitor of the Letitbike.com Website(s) who, using the Service, has made a reservation with a Bike rental company/individual bike tour organizer, and which reservation has resulted in the actual provision of bike rental/bike tour, as confirmed to Letitbike.com by the Bike rental company.

**"Parties"** means Letitbike.com and the Vendor (each individually a "Party").

1.2 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 or unless it is directly indicated in this agreement, 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. SCOPE OF THIS AGREEMENT

### 2.1 Non-exclusivity

Subject to the terms and conditions of this agreement, the Vendor shall operate as a non-exclusive vendor (distributor) of Letitbike.com.

### 2.2 Product

2.2.1 For the term of this agreement, Parties have agreed that Vendor's bike rental company/individual bike tour offer will be included to the Service as a Product and the Product

shall be made available for online-booking by Letitbike.com to the visitors of Letitbike.com Website.

2.2.2 When a booking is made by a visitor on or through the Letitbike.com Websites through the Service, Letitbike.com shall transfer the relevant details of the booking to the Vendor and after receiving it the Vendor shall be solely responsible for the provision of the service indicated in the booking details to the Customer (e.g. providing a reserved bike/bike tour to the customer on reserved date and time, amending the booking if the Customer requests so and so on).

2.2.3 The reserved service shall include customer services to and for the benefit of the Customers. The Vendor shall promptly handle all customer service related issues and questions in respect of the reserved service, including any amendment or cancellation of the booking, complaints and questions. If necessary the Vendor shall forward the questions of the Customer to Letitbike.com.

2.3 The procession of the booking request of the Customer made using the Product shall be handled by the Parties as follows:

2.3.1. Letitbike.com receives a booking request from the customer. The customer is charged at Letitbike.com the booking fee indicated in a booking description immediately upon completing a booking request.

2.3.2. Letitbike.com processes the request and sends the booking request to Vendor by email. The Vendor should respond to booking requests within one business day either with a confirmation or with questions regarding the booking. A confirmation should either confirm the booking as submitted or specifically note any differences. The confirmation should include start date and time, location and name of the tour/details of Product, and pricing (noting whether rates are gross or net). After the confirmation of the booking no change is permitted by Vendor to the booking.

2.3.3. In case if Vendor cancels the reservation Letitbike.com informs the customer about such cancellation and returns the booking fee to the Customer.

2.3.4. The booking fee for all the materialised transactions is paid to the Vendor on monthly basis (within 5 business days from the end of the month in which the booking was completed by a Customer Letitbike.com transfers the booking fee for bookings completed in this month to the Vendor excluding Letitbike.com's commission. Any receiving bank fees shall be beared by the Vendor.

2.3.5. The Vendor is obliged to have Letitbike.com stickers placed on Vendor's bike rental spot provided by Letitbike.com starting from a stipulation of this agreement and until it's terminated to make sure that Customers are clearly informed about the location of the bike pick up/start of the bike tour spot.

2.3.6. In case if the Customer has contacted the Vendor directly to cancel the booking the Vendor is obliged to inform Letitbike.com within one business day after receiving such a demand. Letitbike.com in this case shall make a refund to the Customer in accordance with Terms and Conditions of Letitbike.com which are located at <http://letitbike.com/terms/>. The cancellation and refund policy of Letitbike.com is as follows:

If the Customer cancels the booking at least 5 days in advance of the scheduled departure, there is no cancellation fee (the booking fee is returned in full with the subtraction of the transaction commission charged by the payment processing system).

If the Customer cancels the booking between 3 and 4 days in advance of the scheduled departure, there is a 50 percent cancellation fee (the booking fee is returned in the amount 50% with the subtraction of the transaction commission charged by the payment processing system from it).

If the Customer cancels the booking within 2 days of the scheduled departure, there is a 100 percent

cancellation fee.

2.3.7. In case if the Customer has failed to show on time for the departure in accordance with the booking (late show in) the Vendor is obliged to try its best to settle down the situation for the good of the Customer (e.g. schedule a different time or a different time and date of the bike rental/bike rental tour if late show in of the Customer makes it unavailable to provide the Customer with the booked Product).

### 3. COMMISSION

3.1 The Vendor shall pay to Letitbike.com the commission in the amount of 50% for each materialised transaction. The commission is deducted from the booking fee automatically by Letitbike.com before the payment of the booking fee to the Vendor's bank account. The booking details and the accounting information is available at the Vendor's personal account on Letitbike.com.

3.2 Letitbike.com operates with gross prices. Letitbike.com's commission can not be built on the top of the Product's price the Vendor offers to third-parties directly or indirectly either on Vendor's site or using other web-sites or the price by which the Product is offered by Vendor to Customers on spot. Vendor is obliged to set the booking fee for Customers at Letitbike.com with 20% discount for bike rental and 15% discount for bike tours from the price for these products which Vendor offers to third parties offline on spot.

3.3 In case of violation of the clause set in paragraph 3.2. of this agreement by Vendor Letitbike.com has the right to terminate this contract immediately and block Vendor's account and Products at Letitbike.com without prior notice.

3.4 Letitbike.com shall pay the booking fee excluding Letitbike.com's commission to the Vendor on a monthly basis, not later than 5 business days after the end of the month in which the Customer has made a reservation unless the amount of the booking fee is less than 20 US dollars, in which even Letitbike.com will be entitled to postpone payment until the month when such amount is due or until the amount is claimed by the Vendor after the termination of this agreement.

3.5 All booking fees shall be made by direct bank transfer into the bank account of Vendor specified by the Vendor in the Vendor registration form or into any other bank account that the Vendor may notify to Letitbike.com from time to time.

### 4. VENDOR REGISTRATION FORM AND VENDOR'S ACCOUNT

4.1 Each bike rental company or individual bike tour guide wishing to enter into this agreement and to make its product available for reservation by customers at Letitbike.com must fill in and submit the Vendor's registration form at Letitbike.com. By properly filling in and submitting a Vendor's registration form at Letitbike.com the Vendor enters into this agreement.

4.2 Letitbike.com has the right but is not obliged to check the information the Vendor has stated in the Vendor's registration form. Letitbike.com has the right not to enter into this agreement with the Vendor if Letitbike.com has found out that the information provided by the Vendor in Vendor's registration form is false or incomplete or if the Vendor was previously reported to Letitbike.com by customers as a fraudulent company.

4.3 After entering into this agreement each Vendor receives an access to the Vendor's personal account at Letitbike.com where Vendor can place the information about its Products and make it available for booking to customers. The Vendor shall complete the following information to make the Product available for booking at Letitbike.com:

- 4.3.1. Tour name, description and highlights;
  - 4.3.2. Pricing information including cost of additional services (Pricing should be per person, unless specified otherwise. Discounts, if any, should be noted for early bookings, multiple bookings, children and seniors.);
  - 4.3.3. Daily program including cycling distances;
  - 4.3.4. Dates and time available;
  - 4.3.5. Included services;
  - 4.3.6. Rental bikes and equipment;
  - 4.3.7. Information for how customers should arrive to the tour start;
  - 4.3.8. High resolution photos that can be added to Letitbike.com, including permission to use the photos at Letitbike.com and in marketing content;
  - 4.3.9. Banking details where wire payments must be sent;
  - 4.3.10. Insurance coverage information (liability and financial insolvency);
  - 4.3.11. Information on any licenses or permission granted by your country or regional authorities (if it is supposed to be licensed or granted prior permission in your area to run bike rental business or organize individual bike tours);
  - 4.3.12. Your customer terms and conditions including cancellation policies;
  - 4.3.13. Additional notes and information on your discretion including applicable limits and restrictions.
  - 4.3.14. Contact information including phone number by which Letitbike.com and the Customers may reach the Vendor.
- 4.4 The Vendor guarantees that it shall not break any applicable laws and regulations by placing the texts and images at Letitbike.com and making it available to the public. The Vendor is obliged to compensate Letitbike.com's damages shall it bear it in case of Vendor's fail to meet this guarantee.
- 4.5 Letitbike.com reserves the right to revise Vendors texts, if needed, and make some small changes if necessary. Overall meanings will not be changed.
- 4.6 Excellent visuals can be extremely helpful to the sales process, and Letitbike.com encourages Vendors to provide high-quality photos and videos or, in some cases, provide written permission to download them from Vendor's own site. Vendor must own the rights to the photos and videos. Any photos submitted to Letitbike.com will be used at Letitbike.com's discretion for marketing and promotion unless otherwise stated. Should any copyright issue arise, the Vendor is responsible for any fines or penalties.
- 4.7 The Vendor is obliged to keep all the information placed at Letitbike.com up to date and change it if necessary.
- 4.8 Letitbike.com will provide the Vendor with user ID and password which allows the Vendor to monitor the booking of the Product through the Vendor's account at Letitbike.com and all relevant management information will be made available by Letitbike.com online at Vendor's account. The Vendor shall safeguard and keep the user ID and password confidential and safely stored and not disclose it to any person other than those who need to have access to the Vendor's account at Letitbike.com. The Vendor shall immediately notify Letitbike.com of any (suspected) security breach or improper use.

## 5. LICENSE & INTELLECTUAL PROPERTY

### 5.1 Mutual license

5.1.1 The Vendor hereby grants Letitbike.com a royalty free and worldwide right and license:

(a) to incorporate, integrate, include and display the name/brand/trademark of the Vendor/link to Vendor's website and Vendor's contact information on Letitbike.com and to incorporate, integrate, include and display the description of the Vendor's proposition to the visitors of Letitbike.com Websites regarding bike rental/individual bike tours.

(b) to make the Product available on the Letitbike.com affiliate Websites.

### 5.2 Intellectual Property Rights

5.2.1 The Vendor acknowledges that Letitbike.com and/or its licensors shall retain ownership of all rights, title and interest in and to all Intellectual Property Rights of Letitbike.com or embodied in the Letitbike.com Website, including (but not exclusively) the Letitbike.com logo and the Content.

5.2.2 The Vendor shall not (directly or indirectly) disclose, integrate, include, use, combine, exploit, incorporate or otherwise make the Letitbike.com's Data (or any part thereof) available (a) with its own content and/or the content of any Letitbike.com's competitor, or (b) to or for the benefit of (i) itself (save for enabling the Service in accordance with the terms of this Agreement), or (ii) any third party (including any Letitbike.com's competitor) (whether for the promotion of, marketing of, reference to, promotion of, advertising of or otherwise in the interest of or to such party), or (c) for any other purpose or in any other manner and/or on or through third party platforms except as expressly provided for in this agreement. The Vendor shall not amend, alter, modify, distort, create derivative and/or new works based on and/or derived from the Letitbike.com's data and the Letitbike.com's data shall not include a (direct or indirect) link, reference, click-through or reference to (the website of) a Letitbike.com's competitor. Upon termination or expiration of this agreement, the Vendor shall destroy, delete or upon first request of Letitbike.com return all Letitbike.com's data (including all hard and soft copies).

5.2.3 The Vendor shall (and shall procure that the companies within the Vendor's group shall) not (directly or indirectly) register, acquire, use, purchase or obtain Internet domain name which incorporates any word or words which are identical, or confusingly or substantially similar to "Letitbike" or any variations, translations or misspellings thereof, included as part of the address.

5.2.4 By entering into this agreement, Letitbike.com does not (explicitly or tacitly) waive or forfeit any of its rights to which it is entitled by any law, contract or otherwise (now or in the future) in respect of the Letitbike.com's intellectual property rights vis-a-vis the Vendor or other third parties.

5.2.5. The Vendor shall not programmatically or manually evaluate and extract information (including Customer's reviews) from any part of the Letitbike.com website (e.g. screen scrape). The Vendor shall not make any static copy of the content or any part of the Letitbike.com website on the Vendor's own server (including customer's reviews).

### 5.3 Promotion and marketing

5.3.1 During the term of the agreement, the Vendor agrees and warrants that it shall not (and shall procure that companies within the Vendor's group shall not) conduct, undertake, use, perform or exercise (or have or authorize third parties (to) conduct, undertake, use, perform or exercise) (a) Paid Search, SEM or SEO activities, (b) any activity to unfairly influence the results of third party platforms, or (c) any other form of online targeted advertising (whether directly, indirectly, or via or through third party platforms) in respect of:

- (i) the Service;
- (ii) the Letitbike.com Website;

- (iii) the Content;
- (iv) the Letitbike.com's data;
- (v) the Letitbike.com's brands.

Clause 5.3.1 in respect of paragraph (i) up to and including (v) shall survive termination of this agreement.

5.4 In the event of a breach of the covenants, undertakings, restrictions, obligations and/or warranties set out under this Clause 5 by or attributable to the Vendor, Letitbike.com shall be entitled to exercise the following actions and rights, notwithstanding the remedies and actions for specific performance, damage compensation or injunctive or equitable relief available by law or contract:

- (a) suspension of its (payment) obligations under or termination of this agreement with immediate effect;
- (b) terminate this agreement and block the Vendor's account at Letitbike.com immediately without prior notice.

## 6. FRAUDULENT RESERVATIONS

6.1 Parties agree that when calculating the booking fee due to the Vendor, fraudulent reservations will not be taken into account as materialised transactions (each a "Fraudulent Reservation").

## 7. REPRESENTATIONS AND WARRANTIES

### 7.1 Vendor warranties

The Vendor hereby represents and warrants to Letitbike.com that for the term of this agreement:

(i) the Vendor shall not (a) violate any applicable laws and regulations, public policy and morals, or (b) include to Letitbike.com's website via Vendor's account any inappropriate, improper or unlawful content, reference, material, information, links or banners (e.g. in respect of porn or racism), defamatory statements, elements which violate the privacy of third parties or are abusive, offensive or obscene;

(ii) the Vendor holds and has complied with all permits, licenses and other governmental authorisations necessary for conducting, carrying out and continuing its operations and business, and

(iii) the Vendor is an independent contractor for all purposes, and will be responsible and liable for its own taxes, social contributions and all other tax related matters.

### 7.2 Parties warranties and undertakings

7.2.1 Each Party represents and warrants to the other Party that for the term of this agreement:

(i) it has the full corporate power and authority to enter into and perform its obligations under this Agreement;

(ii) it has taken all corporate action required by it to authorise the execution and performance of this agreement;

(iii) this agreement constitutes legal valid and binding obligations of that Party in accordance with its terms.

7.2.2 Each Party shall use its commercially reasonable efforts to protect and safeguard its Website(s).

### 7.3 Disclaimer

7.3.1 Except as otherwise expressly provided in this agreement, neither Party makes any representation or warranty, express or implied, in connection with the subject matter of this

agreement and hereby disclaims any and all implied warranties, including all implied warranties of merchantability or fitness for a particular purpose regarding such subject matter. Letitbike.com provides the Service on an "as is" and "as available" basis.

7.3.2 Each Party acknowledges the difficulties inherent to the use of the Internet, in particular, varying speeds and congestion in the network can cause interruptions and difficulties in accessing a Letitbike.com's website. Each Party excludes any and all liability in respect of the other Party which is related to any (temporary (scheduled or unscheduled) and/or partial or wholly) breakdown or downtime (for maintenance, updates or otherwise) of the websites and/or the service.

## 8. INDEMNIFICATION AND LIABILITY

### 8.1 Indemnification

Each Party (the "Indemnifying Party") shall be liable towards, and compensate, indemnify and hold the other Party (the "Indemnified Party") harmless for and against any direct damages, losses (excluding any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim or any special, indirect or consequential losses and/or damages), liabilities, obligations, costs, claims, claims of any kind, interest, penalties, fines, legal proceedings and expenses (including, without limitation, reasonable attorneys' fees and expenses) actually paid, suffered or incurred by the Indemnified Party pursuant to:

- (i) a breach of this agreement by the Indemnifying Party, or
- (ii) any claim from any third party based on any (alleged) infringement of the third party's Intellectual Property Right by the Indemnifying Party.

### 8.2 Maximum liability

8.2.1 Save as otherwise provided for in this agreement, the maximum liability of a Party for all claims made against such party by the other Party under or in connection with this agreement in a year shall not exceed the aggregate booking fee received or paid by such Party in the preceding year or 10,000 US dollars (whichever is higher), unless in the event of fraud or wilful misconduct of Indemnifying Party, in which event the limitation of liability is not applicable for such liable party.

### 8.3 Third Party Claim

In the event of a third party claim, the indemnified Party shall promptly notify the other Party and Parties shall act in good faith and use their commercially reasonable efforts to consult, cooperate and assist each other in the defence and/or settlement of such claim, whereas the indemnifying Party shall be entitled to take over a claim and assume the defence and settlement (in consultation and agreement with the indemnified Party and with due observance of both Parties' interests), and neither Party shall make any admission, file any papers, consent to the entry of any judgment or enter into any compromise or settlement without the prior written consent of the other Party (which shall not unreasonably be withheld, delayed or conditioned).

### 8.4 Waiver of consequential damages etc.

In no event shall any Party be liable to the other Party for any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim or any indirect, special, punitive, incidental or consequential damages or losses whether such damages are alleged as a result of a breach of contract, tort or otherwise. All such damages and losses are hereby expressly waived and disclaimed.

### 8.5 Notwithstanding contrary in this agreement, Vendor shall:

(i) be fully responsible and liable for any infringement of applicable data protection, ePrivacy or marketing laws, legislation, regulations or codes when using Letitbike.com's Service and website; and

(ii) shall fully indemnify Letitbike.com for any damages, losses, claims, costs and fines suffered by or imposed on Letitbike.com as a result of a breach of this Clause 8.5.

## 9. TERM, TERMINATION AND SUSPENSION

### 9.1 Term, termination and suspension



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

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

9.1.3 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.

9.1.4 Upon termination of this agreement Letitbike.com shall continue to pay to the Vendor any unpaid booking fee until full payment is done. Should the Vendor fail to claim any unpaid booking fee within the 12 month period from the due date, such failure shall constitute an effective waiver of the Vendors' right to claim such booking fee.

9.1.5 Upon termination and save as set out otherwise, this agreement shall absolutely and entirely terminate and cease to have effect without prejudice to Party's rights and remedies in respect of an indemnification or a breach by the other party of this agreement.

## 10. BOOKS, RECORDS AND AUDIT RIGHT

### 10.1 Books and records

10.1.1 The systems, books and records of Letitbike.com (including extranet, faxes and/or emails) shall be considered conclusive evidence in respect of the amount of the booking fee due to the Vendor under this agreement.

## 11. CONFIDENTIALITY

### 11.1 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 Customer 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, personal data of Customers, any software or information regarding software provided or used by Letitbike.com in connection with this agreement, the 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.

### 11.2 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 (i) copy, publish, transmit, reproduce, divulge, disclose or make the Confidential Information available to any third party, or (ii) use or store it in an unprotected retrieval system or database (other than pursuant to the terms hereof), and (e) it shall return or destroy all ((hard and soft) copies of) Confidential Information upon written request of the other Party.

### 11.3 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.

## 12. PRIVACY AND SECURITY

12.1. Parties shall use commercially reasonable efforts to safeguard the confidentiality and privacy of any personal data processed in the context of this agreement and to protect it from unauthorized use or release. Save as otherwise provided in this agreement, each Party agrees to comply with the applicable (data and ePrivacy) laws, rules and regulations of the jurisdiction where such Party is incorporated.

12.2. Vendor understands and agrees that Letitbike.com shall process any personal data collected and relating to Vendor and/or any persons acting on its behalf in accordance with the Letitbike.com's privacy policy available on <https://letitbike.com/privacy/>. Vendor agrees to have obtained any necessary consent for the collection and use of personal data by Letitbike.com in the context of the agreement relating to any person acting on behalf of Vendor.

## 13. MISCELLANEOUS

### 13.1 Notices

13.1.1 All notices and communications must be in English, in writing, and sent by facsimile 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 Letitbike.com:

Tour observer, LLC

1360 Ocean Ave, apt 3C Brooklyn, NY, 11230

Please contact us via [support@letitbike.com](mailto:support@letitbike.com)

If to the Vendor:

Any notice or communication to be provided to the Vendor under this agreement shall be sent to the email address as provided by the Vendor in the Vendor's registration form.

13.2 The Vendor shall clearly include in all correspondence (e.g. in the reference or subject line) its assigned Vendor's ID number.

### 13.3 Whole agreement

13.3.1 This agreement (including the schedules, annexes and appendices, 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.

13.3.2 Letitbike.com from time to time may update the text of this agreement and if the Vendor is continuing to use Letitbike.com's Websites and does not unable its Product for booking at Letitbike.com's Websites it is considered that the Vendor has agreed with such a change in the agreement. If the Vendor disagrees with such a change the Vendor must immediately inform about this Letitbike.com and make unable the booking of its Product at Letitbike.com.

### 13.4 Assignment and third party beneficiary

13.4.1 Neither party shall be entitled to assign, transfer, encumber any of its rights and/or the obligations under this agreement without the prior written consent of the other party, provided that Letitbike.com may assign, transfer, encumber any of its rights and/or the obligations under this

agreement (in whole or in part or from time to time) to an affiliated company without the prior written consent of the Vendor.

13.4.2 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 person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this agreement, except to the extent explicitly stated otherwise in this agreement.

#### 13.5 Partial invalidity

13.5.1 If any provision of this agreement is or becomes invalid or non-binding, the Parties shall remain bound by all other provisions hereof. In that event, the Parties shall replace the invalid or non-binding provision by provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this agreement.

#### 13.6 Execution, performance and effect

13.6.1 By submitting completed online Vendor's registration form to Letitbike.com the Vendor agrees, acknowledges and accepts the terms and conditions of this agreement.

#### 13.7 Anti-bribery

13.7.1 In respect of (or as an award for) the execution, delivery, sealing, registration, filing of, and/or the execution, performance or delivery under or pursuant to, this agreement, the Vendor (including its employees, directors, officers, agents or other representatives) shall (i) not directly or indirectly (a) offer, promise or give to any third party (including any governmental official or political party's official, representative or candidate)), or (b) seek, accept or get promised for itself or for another party, any gift, payment, reward, consideration or benefit of any kind which would or could be construed as bribery or an illegal or corrupt practice, and (ii) comply with all applicable laws governing anti-bribery and corrupt gifts and practices.

### 14. GOVERNING LAW AND JURISDICTION

#### 14.1 Governing law

This agreement shall be exclusively governed by and construed in accordance with the laws of the USA.

#### 14.2 Jurisdiction

Any disputes arising out or in connection with this agreement shall exclusively be submitted to and dealt with by the competent court in New York.