

Hotel Consolidator
Marketing and Cooperation Agreement

between

Hotel Consolidator GmbH

Wutscherogge 11
15910 Unterspreewald

– hereinafter referred to as “*Hotel Consolidator*” –

and

– hereinafter referred to as “*the Hotel*” –

Section 1: Object of the Marketing and Cooperation Agreement

(1) By signing this Marketing and Cooperation Agreement, the Hotel will be participating in the marketing of its services in Hotel Consolidator's cooperation network, which connects partner companies from the travel industry such as tour operators, online and real-world travel agencies and tour operator systems. In this way, Hotel Consolidator offers the Hotel direct access to the tour operator industry, without the need for the Hotel to conclude cooperation agreements with all partner companies.

(2) The Hotel's services shall be marketed via the brands and product lines of Hotel Consolidator's partner companies, which are listed in Annex A of this Marketing and Cooperation Agreement. Hotel Consolidator shall be entitled to market the Hotel beyond the extent apparent in Annex A if it cooperates with other partner companies. The list of affiliated partner companies can be viewed at www.hotel-consolidator.de.

(3) The Marketing and Cooperation Agreement shall also be regarded as a framework agreement for subsequent orders and all other contracts concluded in future between the parties to the contract, without the need for Hotel Consolidator to point out its validity in each case. Hotel Consolidator's General Terms & Conditions, which can be viewed on the website at www.hotel-consolidator.com/imprint, also apply. Any other terms and conditions on the part of the Hotel shall not form part of the contract, even if Hotel Consolidator does not expressly object to these.

Section 2: Obligations of the Hotel, technical service providers

(1) The Hotel shall make available to Hotel Consolidator the actual sales price of its rooms (BAR/gross, including all levies and taxes, currency: euros). The Hotel may adjust individual prices depending on occupancy rates. Together with the Hotel, Hotel Consolidator shall strive to make the last room available, available to the partner companies in the network.

(2) The Hotel may make use of channel management systems/property management systems for inputting available rooms, rates and restrictions. The Hotel or technical service provider shall be responsible for ensuring that the prices, availabilities and catering types transmitted are correct.

Section 3: Term

This Marketing and Cooperation Agreement shall be concluded for a period of one year. If it is not terminated in writing by the Hotel or by Hotel Consolidator no later than 90 days before the end of the year, it shall automatically be valid for another year. Any transactions being processed must be completed or paid for even after notice of termination has been given (see also Sections 4 and 5).

Section 4: Costs, commission

(1) No monthly contract fee shall apply.

(2) For brokering deals with affiliated operators and affiliated travel agencies (Hotel only), Hotel Consolidator shall charge commission of 25% on the gross BAR price set by the Hotel. Only actual guest stays shall be billed.

(3) Hotel Consolidator shall bear the cost of affiliated partner companies' commission. The Hotel shall bear the cost of using third-party technical services (such as channel management systems, property management systems). Hotel Consolidator shall not incur any further costs for technical services.

Section 5: Payment processing, claims management

(1) Billing for brokered guest stays shall occur between Hotel Consolidator and the Hotel.

(2) Unless otherwise agreed in individual cases, billing between the Hotel and Hotel Consolidator shall occur on a monthly basis. In the second week of a new month, Hotel Consolidator shall draw up and transmit to the Hotel a summary master bill detailing all transactions to be billed (departures/check-outs) from the preceding billing period. The Hotel must notify Hotel Consolidator immediately (without culpable

delay) of any short-term changes, such as unannounced non-arrivals or early guest departures. If, after deduction of the agreed commission amounts (see Section 4), the summary master bill results in a credit in the Hotel's favour, this amount shall be paid out by the 10th day after transmission of the summary master bill into a bank account specified by the Hotel.

(3) Hotel Consolidator shall be responsible for managing all claims involving the partner companies; in particular, this includes the exclusive collection of the Hotel's receivables from a partner company's booking by way of agency collection and the dunning process against the partner company on the Hotel's behalf.

Section 6: Hotel information, obligation to perform checks

(1) Hotel information shall be identified by tour operators and travel agencies using the so-called GIATA ID. This ID links image and text information about the establishment and makes it available to the systems. The Hotel must ensure the correctness of the information it has stored with regard to the description of its services (in particular Hotel and room descriptions, local information). Data is input either via the Hotel's technical service provider (e.g. channel management system, property management system) or directly via Hotel Consolidator.

(2) The Hotel undertakes to check regularly the offers it has entered and ensure that these are up to date, complete and correct. The Hotel must, without delay, provide Hotel Consolidator with any information about disruptions to Hotel operations, such as building sites and facilities which are currently closed.

Section 7: Cancellation of guest stays

The Hotel shall not be entitled to cancel reservations of its rooms which it receives via Hotel Consolidator. Cancellations can only be made by the guest through the respective partner company (e.g. affiliated tour operator, travel agency) and depend on the conditions of the respective partner company, as long as these have been effectively incorporated into the contract with the guest (e.g. Sections 305 ff. of the German Civil Code). If the guest addresses their cancellation request to the Hotel directly, the latter shall be obliged to notify the guest immediately that the cancellation must be made to the respective partner company.

Section 8: Complaints

(1) In principle, the participants in the cooperation network should settle any complaints by Hotel guests without involving Hotel Consolidator. However, if a guest makes a complaint about a Hotel service, then Hotel Consolidator shall actively support the exchange of information between the Hotel and partner companies so as to facilitate a prompt and efficient remedy.

(2) If the guest makes a complaint against the Hotel while still at the Hotel, the Hotel shall be obliged to notify Hotel Consolidator of this immediately (without culpable delay) in text form (e.g. fax, email), specifying further details about the reason for the complaint and any remedial action the Hotel may have taken. In the event of a justified complaint by a guest, the Hotel undertakes to take remedial action immediately. Hotel Consolidator shall be entitled to postpone the payment of credit amounts to the Hotel until it receives proof that the complaint was not justified or, if the complaint was justified, proof that remedial action has been taken.

(3) If the partner company receives a guest complaint and passes this on to Hotel Consolidator, Hotel Consolidator shall forward it to the Hotel immediately upon receipt for information and processing purposes.

Section 9: Processing, communication between the parties to the contract

(1) Both parties to the contract agree that there should be close communication between the Hotel and Hotel Consolidator. The Hotel shall notify Hotel Consolidator immediately of any disruptions (including of a technical nature), discrepancies, and any questions it has about billing or about this agreement:

info@hotel-consolidator.de

(2) Hotel Consolidator shall, with the due diligence of a prudent businessman, endeavour to provide its services correctly and in accordance with current hotel industry standards, and to compile all of the information on the website to the best of its knowledge and make this available to the partner companies. Hotel Consolidator does not however provide any guarantees or assurances with regard to its products or services, in particular the marketability, suitability for a particular purpose, accuracy or completeness of information and data used or disseminated by Hotel Consolidator, the uninterrupted provision of the service, or the flawless functioning of the service. Hotel Consolidator shall not be responsible for ensuring a result within the meaning of legal provisions which govern contracts to produce a work.

(3) In particular, Hotel Consolidator cannot ensure that the Hotel will be added to specific partner companies' marketing channels. This decision, as well as the decision to open or close marketing channels, shall be the sole responsibility of the respective partner companies.

Section 10: Liability

(1) Hotel Consolidator shall be liable without limitation if the Hotel asserts a claim for damages arising from intent or gross negligence, the fraudulent concealment of defects and in cases of culpable injury to life, limb or health.

(2) In cases of slight negligence, Hotel Consolidator shall only be liable if it violates an obligation whose fulfilment is of particular importance for achieving the purpose of the contract ('cardinal obligation'). In such cases, liability shall be limited to the foreseeable damage which must typically be expected.

(3) The Hotel shall be solely responsible for ensuring that the transmission of data to Hotel Consolidator conforms with current German and European data protection laws. This shall also apply in particular to the observance of the principle of separation as well as in consideration of any claims by subjects for information, correction and compensation.

Section 10: Non-disclosure, confidentiality

The parties to the contract undertake to keep secret all business and trade secrets, and information marked as "confidential", which they receive and/or of which they become aware as a result of executing the contract. Unless otherwise agreed in individual cases, all information concerning the technologies and systems used by Hotel Consolidator shall be confidential.

Section 12: Final provisions

(1) All annexes referred to in this Marketing and Cooperation Agreement shall become binding components of this contract for both parties. Any changes or additions to this Marketing and Cooperation Agreement, including ancillary agreements, must be recorded in writing in order to be valid.

(2) Should one or more provisions of this Marketing and Cooperation Agreement be or become ineffective, then in case of doubt this shall not affect the validity of all other provisions or agreements. The ineffective provision shall be replaced by a provision which comes as close as possible, in a legally permissible manner, to the economic meaning and purpose of the ineffective provision.

(3) The sole place of jurisdiction shall be Leipzig. The law of the Federal Republic of Germany shall apply, excluding the United Nations Convention on the International Sale of Goods. The contract language is German. Hotel Consolidator also provides some information in English on its website. However this is for information purposes only.

Marketing and Cooperation Agreement

Name of Contractor	
Company	
Contact person	
Adress	
Country	
Email (for reservations and invoicing)	
Website	
Bank	
IBAN	
BIC/SWIFT	
Account holder	
VAT-No.	

Confirmation of agreement

Authorized signatory	
Position	
Town/Date	
Signature	

General Terms & Conditions of Hotel Consolidator GmbH

Section 1: Scope

(1) The business relations between Hotel Consolidator GmbH, Am Wutscherogge 1, 15910 Unterspreewald ("Hotel Consolidator") and the Hotel are subject to these General Terms & Conditions ("Terms").

(2) These Terms apply exclusively. Deviating, supplementary or conflicting conditions on the part of the Hotel shall not form part of the contract unless Hotel Consolidator recognises the deviations explicitly in writing.

(3) Any cooperation agreement concluded between Hotel Consolidator and the Hotel shall be supplemented by these Terms. If individual provisions of the cooperation agreement should deviate from these Terms, the contractual agreement shall always have priority.

Section 2: Object of the contract

(1) Hotel Consolidator offers the Hotel access to the tour operator industry by marketing the Hotel's services in its cooperation network of affiliated partner companies, such as tour operators, online and real-world travel agencies and tour operator systems.

(2) If a service offered by the Hotel is reserved via Hotel Consolidator, then the contract comes into being directly between the Hotel and the respective partner company. The Hotel authorises the respective partner company to conclude booking contracts for the reservations made by the guests and to bill the guest for these on behalf of the Hotel.

(3) Hotel Consolidator shall act exclusively as a service provider for the transmission of the necessary booking information, transmitting the contract data provided by the Hotel and handling billing between the Hotel and the respective partner company. Hotel Consolidator shall not become part of the contractual relations which are established between the guest and the Hotel or between the guest and the partner company.

Section 3: Data transport, data security

(1) Hotel Consolidator shall provide the technical infrastructure so that the Hotel is able to transmit its current rates and availabilities to the affiliated partner companies. The Hotel itself shall be responsible for the manual and/or automatic input of availabilities, rates and restrictions and for the connection of its own systems (property management systems, channel management systems) to Hotel Consolidator, for which it may, at its own expense, commission suitable service providers and/or technical systems.

(2) In principle, the Hotel or the technical service providers brought in by the Hotel are responsible for ensuring system availability, data delivery, data collection, data transport, data security and the protection of guest data.

Section 4: Obligations of the Hotel, reservation

(1) The Hotel shall make the room rates set out in the cooperation and marketing agreement available to Hotel Consolidator. The Hotel may adjust the prices for the future depending on occupancy rates. Together with the Hotel, Hotel Consolidator shall strive to make the last room available, available to the partner companies. Hotel Consolidator has no influence on pricing by partner companies, which may for example round amounts up as part of package deals or add extra charges.

(2) The Hotel undertakes to check and update the offers, availabilities, rates and restrictions it inputs on a regular basis and without prompting.

(3) The Hotel undertakes to accept the accommodation contract concluded with the guest and to process the reservation in line with the information transmitted by the technical service providers (in particular

the name of the guest, the operator responsible for the booking, period of stay, category, price).

(4) After Hotel Consolidator has received the booking, the Hotel will receive an email confirming the booking. In addition to this, any connected property management systems or channel management systems will receive an electronic booking confirmation. The Hotel will not receive separate notification by the partner company. When checking in at the Hotel, guests shall prove their identity by providing their booking reference or a voucher.

(5) The Hotel is obliged to check new reservations at least once a day and to process any additional wishes on the part of the guest without delay.

Section 5: Hotel information

(1) The Hotel shall provide Hotel Consolidator with detailed information about the Hotel, including in particular images, descriptions, services included, the Hotel's features, bookable rooms, pricing information (including all applicable taxes, levies, additional fees and costs), availabilities, conditions of cancellation and other policies and provisions which are of relevance to the guest, so that these may be passed on to the partner companies.

(2) The Hotel shall ensure that the information described in Paragraph 1 is up to date and accurate and does not violate the rights of third parties or legal provisions.

(3) Hotel Consolidator is entitled to adjust, block or remove information provided by the Hotel at its own discretion, if objective circumstances give it reason to believe that the information infringes legal provisions and/or these Terms, for instance because it is inaccurate, misleading or incomplete.

Section 6: Provision of content by the Hotel, legal compliance, release

(1) The Hotel shall retain any existing rights it has to all content (in particular, but not limited to, image and text documents or files) that it makes available to Hotel Consolidator for the purpose of marketing the Hotel's services.

(2) Before transmitting the content to Hotel Consolidator or to third parties specified by Hotel Consolidator, the Hotel shall ensure that it holds the necessary rights (such as property rights, copyright, rights of use and exploitation) to all content it transmits, so that Hotel Consolidator and the affiliated partner companies in Hotel Consolidator's cooperation network can use the transmitted content commercially and promotionally for the sale of tourism services. Furthermore, upon signing this contract the Hotel warrants that, by using the content for the contractually agreed purposes, Hotel Consolidator and the affiliated partner companies will not be violating third-party rights, such as in particular name, brand, trademark rights and copyright, and that their use of the content in accordance with the agreement will not otherwise be in contravention of applicable laws. The above also applies accordingly with regard to all search terms (keywords) transmitted by the Hotel for use by Hotel Consolidator.

(3) The Hotel shall only transmit content to Hotel Consolidator if the author of the content has waived their right to be named as author with regard to the intended use and exploitation, or where the naming of the author is irrelevant for other reasons (e.g. copyright has expired, work created within an employment relationship, naming not common practice or standard in the industry with regard to the intended uses). If the Hotel transmits

General Terms & Conditions of Hotel Consolidator GmbH

content to Hotel Consolidator which does not fulfil the requirements set out in Sentence 1, said content shall always be accompanied by accurate and complete image credits (e.g. in the metadata).

(4) Hotel Consolidator will pass on the content provided by the Hotel to the partner companies, which will present the content when presenting the respective Hotel via their sales channels. Hotel Consolidator itself shall not make any changes to text and image material, although it has no influence on whether the partner companies will use the material in full and/or make any changes to it.

(5) The Hotel agrees that it shall, upon first request, release Hotel Consolidator from all third-party claims, in particular from claims arising from the violation of existing copyright or trademark rights, which may be asserted against Hotel Consolidator in the context of the contractually agreed use of the content. This release also includes compensation for the costs incurred by Hotel Consolidator as a result of prosecution/legal defence.

(6) The Hotel must notify Hotel Consolidator immediately, i.e. without culpable delay, if it becomes aware of any adverse effects on the rights covered by the contract.

Section 7: Defects of the brokerage service

Hotel Consolidator must be notified without delay of any defects of the brokerage service. Hotel Consolidator must be given an opportunity to provide relief. Should the Hotel be liable for having failed to give notification of the defect, then if reasonable relief by Hotel Consolidator would have been possible the Hotel's claims arising from the brokerage contract shall no longer apply.

Section 8: Cancellation, overbooking

(1) The Hotel undertakes to make the booked rooms available to the guest. If the Hotel is prevented from doing so, it must inform Hotel Consolidator of this without delay.

(2) In the case of overbooking, the Hotel shall be obliged to offer the guest at least one alternative accommodation option which corresponds to or constitutes an upgrade on the value and category of the accommodation booked originally. Alternatively, the partner company shall be entitled to offer the guest an alternative accommodation option which corresponds to the value and category of the accommodation booked originally. The Hotel shall bear any additional costs incurred if it is responsible for the overbooking. If the guest refuses the alternative accommodation option proposed by the Hotel or the partner company for legitimate reasons, they may withdraw from the contract free of charge.

(3) The Hotel shall not be entitled to cancel reservations it receives via Hotel Consolidator. Cancellations can only be made by the guest through the respective partner company and depend on the conditions of the partner company, as long as these have been effectively incorporated into the contract with the guest (Sections 305 ff. of the German Civil Code). If the guest addresses their cancellation request to the Hotel, the latter shall be obliged to notify the guest immediately that, in order to be effective, the declaration must be made to their contractual partner, i.e. the respective partner company.

(4) If third-party claims are asserted against Hotel Consolidator because of a failure to perform or a defective performance on the part of the Hotel, the Hotel shall upon first request release Hotel Consolidator from all claims against it arising from or in relation to the third-party claim.

Section 9: Transfer

Hotel Consolidator is entitled to commission a partner company or third parties with the provision of agreed services or the receipt of commission.

Section 10: Changes to the Terms

(1) Hotel Consolidator is entitled to change these Terms, provided this is justified by sound legal or economic reasons after considering the interests of both parties to the contract, e.g. in the case of major new technological developments, changes to the law or case law or other equivalent reasons. The Hotel shall be notified without delay in text form (e.g. by email) of any changes to the Terms. In addition, any changes shall require the customer's approval.

(2) The new Terms shall take effect no earlier than one month after delivery of the notification. If the Hotel does not object to the changed Terms during this period, then the Hotel's continued use of the service provided by Hotel Consolidator shall constitute its acceptance of the changes. If the Hotel is not prepared to accept the changed Terms, then it shall be entitled to end the contract.

Section 11: Liability

(1) Hotel Consolidator's liability under the brokerage contracts shall be subject to the legal provisions.

Hotel Consolidator assumes no liability for transmission errors caused by technical issues, transmission delays or downtime, unless Hotel Consolidator or its vicarious agents has or have caused these circumstances intentionally or through gross negligence. In particular, Hotel Consolidator assumes no liability for damage incurred by the Hotel as a result of faulty data transmission or any failure to perform or defective performance on the part of the technical service provider brought in by the Hotel.

(3) Hotel Consolidator shall not be liable for damages based on breaches of obligations by the Hotel or the Hotel's violation of its obligations to inform, such as in particular incorrect information on the part of the Hotel regarding cancellation conditions, bank and tax information. Hotel Consolidator shall not be liable for the functionality of the telephone lines to its server or in the case of power cuts or server failures over which it has no control.

Section 12: Applicable law, place of jurisdiction

(1) The applicable law shall be the law of the Federal Republic of Germany, excluding the relevant referral regulations under German private international law and the United Nations Convention on the International Sale of Goods.

(2) The sole place of jurisdiction for all disputes arising indirectly or directly from the business relationship shall be Leipzig.

(3) Text form (e.g. fax, email) is sufficient in order to comply with any written form requirements arising from these Terms.