

Agreement

between

Musement S.p.A., whose registered office is at Via Polesine 13, 20139 Milan, Tax and VAT code IT07978000961, Milan Companies Registry MI-1995020 (hereinafter also referred to as MUSEMENT)

and

the Tour Operator, DMC, Transfer Company, Incoming Agency, Event Organizer, Licensed Tour Guide and/or Museum (hereinafter also referred to as the Supplier) identified in the <https://business.musement.com> web application

each one referred to herein individually as a Party and collectively as the Parties.

Whereas

- A. MUSEMENT – an authorized online travel agency – has developed a technological platform for the aggregation of online booking services mainly accessible through the www.musement.com portal and apps on various technological platforms, including Android and iOS (hereinafter the **Portals**), in addition MUSEMENT markets certain products related to leisure and travel also in physical venues and through third party resellers (the **Retail Channels**), which may also use their own trade name in connection with the sales under this agreement.
- B. The Supplier, a company that is engaged principally in the business of developing, performing, managing, marketing and selling tourist, cultural and leisure services (hereinafter the **Services**), wishes to appoint MUSEMENT for the sale to the Portals' users and to the clients of the Retail Channels (hereinafter the **Users**) of vouchers or tickets granting the right to use the **Services** (hereinafter the "**Products**"),
- C. The Supplier declares that it knows and accepts how the Portals work and the manner in which the Services and the Products are presented and promoted thereon,

the Recitals are an integral, essential and substantive part hereof,

NOW THEREFORE, the Parties agree as follows.

1. SUBJECT MATTER OF THE AGREEMENT

- 1.1. MUSEMENT undertakes to offer the Products in relation to the Services proposed by the Supplier for online or offline sale through the Portals, publishing thereon the information about the Services as furnished by the Supplier. The Supplier agrees that MUSEMENT can – at its own discretion – sell the Products also through the Retail Channels (including, but not limited to, travel agencies, sale points managed by MUSEMENT and third party resellers) publishing thereon the information about the Services as furnished by the Supplier, both under MUSEMENT trade name and/or other trademarks or trade names. Until all the places available for the relevant Service have been filled in the relevant day, the Supplier undertakes to provide MUSEMENT– on equal terms with other suppliers of

Vouchers, including the Supplier – with the Products for their sale through the Portals and/or in the Retail Channels.

- 1.2. The Parties acknowledge that as at the date of signature of the Agreement, the provisions of this Agreement apply to the Supplier's Services specified in the information and material provided by the Supplier. The Parties agree that they may mutually agree to extend the provisions of this Agreement to further Services organised from time to time by the Supplier that are communicated to MUSEMENT, subject to acceptance by MUSEMENT.
- 1.3. MUSEMENT shall enjoy full technical, editorial and creative freedom in relation to every component of the Portals and (if applicable) other Retail Channels, and in relation to the terms and conditions of use thereof by the Users.

2. MUSEMENT'S OBLIGATIONS CONCERNING SALES

- 2.1. In the event a maximum overall selling price is agreed, MUSEMENT shall offer the Products for sale to the Users at an overall price which is not higher than this maximum overall selling price set by the Supplier.
- 2.2. MUSEMENT shall provide the User with the Products in the form of a voucher, ticket or applicable document reviewed by the Supplier, and the Supplier with the following data in relation to each Product sold: (a) city; (b) service purchased; (c) User's name and surname; (d) purchase/booking code; (e) date and time of commencement of use of the Service; (f) number of participants.
- 2.3. Should a User who has duly purchased a Product not be able to fully and timely enjoy the Service for any reason whatsoever attributable to the Supplier, or should the User (or any attendee) have been otherwise damaged in the use of the services offered by the Supplier, liability therefor and the burden of refunding the price of the Product and of compensating possible damages in favour of the User or third parties shall be borne exclusively by the Supplier.

3. MUSEMENT'S OBLIGATIONS CONCERNING PRESENTATION OF THE SERVICES

- 3.1. MUSEMENT undertakes to publish the information on each Service on a dedicated page of the Portals, and to display dedicated material on each Product and/or Service in any other Retail Channel, elaborating on the material furnished by the Supplier pursuant to article 5.1 below.
- 3.2. MUSEMENT assumes no obligation regarding the possible temporary or stable placement of information/banners relating to the Service on the home page (and/or other particular page and/or section) of the Portals, maintaining its total freedom in choosing all of the contents published thereon.

4. TECHNICAL AND OPERATING CHARACTERISTICS

- 4.1. The Supplier may access an online dashboard at the back-end of the page of the Portal reserved for its Services (hereinafter the "Account") by inserting a username and password (hereinafter the "Authentication Tools") at the <http://supplier.musement.com/en/supplier> webpage. Through the Account the Supplier's representative may check at any time all of the information indicated in article 2.2 above in relation to every Product sold.

Knowledge of the Authentication Tools by third parties would allow them to access the Account and change the data therein contained. Therefore, the Supplier must keep the Authentication Tools totally confidential and use them with the utmost care. MUSEMENT

shall not be held liable under any circumstances for any direct and/or indirect loss whatsoever arising out of the Supplier's failure to exhibit the care specified just now.

5. THE SUPPLIER'S OBLIGATIONS AND DUTIES

- 5.1. The Supplier undertakes to send MUSEMENT – within 5 (five) business days after the acceptance of the Agreement as regards the Services specified in the information and material provided by the Supplier and with not delay for any further Service that is subsequently covered by the Agreement – a sufficient amount of editorial content (including text, reviews, images and, where available, video) presenting each Service, in English and in any other language the Supplier might have available, and complying with the format and quality requirements from time to time specified by MUSEMENT. The Supplier undertakes to update the material in question whenever it is necessary in order to provide the Users with clear and complete information on the Services.
- 5.2. By means of this Agreement and for the entire term hereof the Supplier grants MUSEMENT the right to copy and develop the material in question with full creative and editorial freedom in order to create (using the said material alone or in combination with other works) the pages of the presentation referred to in article 3.1 above for publication on the Portals and (if applicable) in the Retail Channels; and banners or other promotional material of the Services, the Supplier, the Portals and the Retail Channels that may be communicated to the public through Portals and/or the Retail Channels and/or any other means of communication without limit as time or territory.
- 5.3. The Supplier undertakes to notify MUSEMENT at least 7 (seven) business days in advance any temporary or permanent change to and/or limitation on the times and/or availability of the Services. Should use of the Service prove to be limited or precluded for unforeseeable reasons of force majeure, the Supplier shall immediately inform MUSEMENT so as to permit the latter to suspend the sale of the Vouchers and, where possible, to inform the purchaser of the impossibility to use the Service.
- 5.4. The Supplier will accept the Products presented by the Users both as paper print-outs or as electronic copies (in PDF or other equivalent formats) on smartphones or other electronic devices pertaining to the Users.

6. USE OF THE PARTIES' TRADEMARKS AND OTHER DISTINCTIVE SIGNS

- 6.1. For the entire term of Agreement, the Supplier authorises MUSEMENT to 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.

7. PRICES, FEES AND PAYMENTS

- 7.1. Without prejudice to MUSEMENT's right to set the selling price of the Products and to apply ancillary transaction fees at its own discretion (including prices lower than the Supplier Consideration in specific promotional periods), MUSEMENT undertakes to pay the Supplier the price/compensation which will be separately agreed by the Parties (hereinafter the "Supplier Consideration"). The Supplier Consideration for any price category (for example full or reduced vouchers): (a) shall include any applicable tax or charge; and (b) shall not be higher than the price applied to other resellers of the Products and/or by the Supplier at its premises.
- 7.2. The Supplier, with reference to each month of validity of this Agreement, shall issue an invoice to MUSEMENT that shall specify the overall amount of the Supplier

Consideration accrued in the previous month minus the refunds and compensations made by MUSEMENT in favour of Users, if any. MUSEMENT shall pay the Supplier the Supplier Considerations, plus VAT (where applicable), out of payment charges, by the end of the month in which MUSEMENT has received a valid and correct invoice from the Supplier.

- 7.3. All of the invoices issued by Supplier to MUSEMENT shall be made out to Musement S.p.A. and sent to finance@musement.com.

8. MUSEMENT'S WARRANTIES AND SERVICE LEVELS

- 8.1. MUSEMENT undertakes to perform the services covered by this Agreement with the expertise expected of a professional operator.
- 8.2. Save as otherwise established by mandatory provisions of law for fraud or gross negligence, MUSEMENT shall not be liable for any direct or indirect loss of any nature and extent that may be suffered by the Supplier or third parties as a result of the use and/or failure to use the Portals, including in the case of delays or interruptions or by virtue of errors in and/or the malfunctioning of the Portals.

9. THE SUPPLIER'S WARRANTIES

- 9.1. The Supplier represents and warrants:
- (a) That the Services will be accessible in the manner and at the times communicated to MUSEMENT pursuant to the Agreement, and will have the content described in the material furnished to MUSEMENT pursuant to article 5.1 above;
 - (b) That the material furnished to MUSEMENT pursuant to article 5.1 above is and will be correct and true, not breaching the personal and intellectual property rights of third parties;
 - (c) That it will bear all VAT (if payable), stamp duties and other taxes or deductions payable, on foot of the tax rules applicable from time to time, in connection with or relating in any way to the Products and the Services as well as to the collection of the price for the sale of Products and Services;
 - (d) That it is currently insured with a primary insurance institution against damages caused to third parties in the exercise of the Services.
- 9.2. The Supplier shall indemnify and hold MUSEMENT harmless against any claim, nuisance objection or demand by third parties that conflicts in any way with the warranties given above, and to this end at its own expense it shall take all appropriate action against those third parties and directly pay those third parties any sum that may be due to them in relation to the claims and nuisance in question, indemnifying and holding MUSEMENT harmless in respect of the costs, including unrecoverable ones, stemming from the said claims and nuisance.
- 9.3. Without prejudice to other remedies available to MUSEMENT based on the law and/or the Agreement, in case of breach of any of the provision of the Agreement by the Supplier, MUSEMENT shall have the right, at its own discretion, to withdraw any Supplier's Product or Service or content, to restrict the Supplier's use of the Portals, temporarily or permanently exclude (block) the Supplier from the Portals, or cancel existing bookings in the name of the Supplier without taking into account the applicable cancellation policies, and reject Users' offers for the conclusion of a purchase with the Supplier.

10. PRIVACY AND COMMUNICATION WITH THE USERS

- 10.1. The Users' personal data specified in article 2.2 above (and communicated by MUSEMENT to the Supplier) shall be processed by MUSEMENT and by the Supplier, each within its own sphere of competence, as independent data controllers in compliance with the provisions of the applicable law.
- 10.2. MUSEMENT shall provide the Users with appropriate information relating to the processing of their personal data for the purposes of issuing and managing Vouchers. In the absence of specific and further consent given by the Users, the personal data in question may be processed by the Supplier for the sole purpose of enabling and managing the performance of the Service and (regarding solely the data strictly necessary to that end) and complying with tax and accounting obligations and/or mandatory provisions of law.

11. TERM AND WITHDRAWAL

- 11.1. This Agreement is for an indefinite term commencing from the date of signature hereof. MUSEMENT and the Supplier agree that either of them may withdraw from this Agreement at any time by registered letter (with return receipt) giving notice of 60 (sixty) business days.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. MUSEMENT and its predecessors in title are the exclusive owners of all of the intellectual property rights (including copyright) in all elements of the Portal, including the software that enables it to operate.

13. FINAL PROVISIONS

- 13.1. The Parties are autonomous entities and are not in any manner linked to each other by a permanent relationship or coordination obligation. Each of the parties expressly excludes any intention to establish a subordinate, associative, or joint venture relationship between them.
- 13.2. The Supplier shall not cede and/or transfer this Agreement to third parties in any manner.
- 13.3. This Agreement constitutes the entire agreement between the Parties with respect to the matters dealt with herein. This Agreement cancels and supersedes all previous accords between the parties in relation to the subject matter of the Agreement.
- 13.4. The Agreement may be amended only by written deed signed by the parties on penalty of invalidity.
- 13.5. No waiver of an entitlement to assert a right or non-fulfilment shall be considered valid unless it is expressly stated in writing and signed by the Party issuing the waiver.
- 13.6. All the communications and materials indicated at articles 1, 2 and 5 herein above shall be transmitted by the Supplier to MUSEMENT via email at the following address: partners@musement.com. Save as otherwise provided in this Agreement, any other written communication to MUSEMENT relating to the Agreement is valid and effective if made by fax or registered mail with return receipt to the following addresses: as for Musement S.p.A.: email partners@musement.com as for the Supplier: email as indicated in the relevant "Supplier" section at the <http://business.musement.com> web application. For communications: by registered mail with return receipt, the date of receipt shall be the date indicated on the advice of delivery. Communications by registered letter may

be sent in advance by fax, in which case the date indicated on the fax shall prevail over the date indicated on the advice of delivery of the registered letter.

13.7. This Agreement has been the subject of comprehensive and analytical negotiations between the Parties, which have examined every individual clause and fully assessed its effects. This Agreement shall therefore be deemed to have been drawn up jointly by the Parties and no presumption may arise in the sense of favouring or prejudicing the Party that drafted any particular provision hereof.

14. APPLICABLE LAW AND VENUE

14.1. This Agreement is governed by Italian law. Any dispute in any manner related to the interpretation, validity, performance or termination of the Agreement shall be subject to the exclusive competence of the Court of Milan, notwithstanding any possible connection and/or consolidation of actions.

Without prejudice to clause 13.7 above, pursuant to Art. 1341 of Italian Civil Code the Supplier in any case expressly accepts and undersigns clauses 2.3 (refunds to third parties); 8.1 (limitations of MUSEMENT's liability); 9.3 (right to withdraw Products or Service or suspend access to the Portal); 11 (term and withdrawal); 13.2 (prohibition of transferring the agreement); 14 (applicable law and exclusive jurisdiction of the Court of Milan) of this Agreement.