



Supplier Terms and Conditions

Version: 1. Oct. 2026

The previous version is available [here](#).

These Supplier Terms and Conditions ("Agreement") are entered into between GetYourGuide Deutschland GmbH ("GetYourGuide"), located at Sonnenburger Straße 71-75, 10437 Berlin, Germany, and Supplier. Any capitalized term used in this Agreement will have the meaning assigned to it in Exhibit A or elsewhere in this Agreement. This Agreement governs the relationship between GetYourGuide and Supplier. The relationship between Supplier and a Customer is governed separately by the Supplier-Customer Contract.

The GetYourGuide Platform is available to Customers and Suppliers worldwide. If Supplier is established in the United States of America (including its territories and possessions), Exhibit B applies.

This Agreement has been drafted, and shall be construed, in the English language. Any translation of this Agreement is for reference only. In the event of inconsistency between the English language version and a translated version, the English language version of the Agreement shall prevail.

1. GetYourGuide Platform. Using the GetYourGuide Platform, Customers can purchase Services directly from Supplier. Supplier appoints GetYourGuide as its commercial agent, with authority to appoint Sub-Commercial Agents, solely for the purposes of: (i) facilitating the sale by Supplier of Supplier's Services to Customers, including concluding Supplier-Customer Contracts with Customers in the name and on behalf of Supplier, managing and canceling Bookings, and issuing Full or Partial Refunds to Customers; (ii) collecting payments from Customers on behalf of Supplier and transferring the applicable payouts to Supplier; (iii) providing customer service in relation to Supplier's Services; (iv) marketing Supplier's Services; and (v) performing any other services as may be agreed upon by the Parties from time to time.

2. Supplier Portal.

2.1 Supplier Account. Supplier may manage Supplier Content, including Product Offers, via its Supplier Account. Supplier will provide to GetYourGuide all information required to establish and maintain the Supplier Account, including: (i) insurance information in accordance with Section 11; (ii) current business license or registration; (iii) Supplier Payment Account details; (iv) a valid tax identification number and VAT ID (or local equivalent) where applicable and, for US Suppliers, an Employer Identification Number (EIN) or equivalent; and (v) any other information reasonably requested by GetYourGuide. Supplier will keep all such information complete, accurate, and up to date in the Supplier Account at all times. Furthermore, Supplier will provide all information and documents required for GetYourGuide to conduct Verification Checks and will cooperate with any follow-up requests. Supplier warrants that any person submitting information for the Verification Checks is an authorized representative of Supplier, and GetYourGuide may request proof of such authority at any time. Entry into and continuation of this Agreement are expressly conditioned upon Supplier's provision of the information required under this Section 2.1 and Supplier's successful completion of, and ongoing compliance with, the Verification Checks.



The Supplier Account is personal to Supplier. Supplier, its Affiliates, and any of Supplier's direct, indirect, or ultimate beneficial owners may not, directly or indirectly, maintain more than one Supplier Account without GetYourGuide's prior written consent. Supplier may not sell, lease, assign, or otherwise transfer the Supplier Account to any third party without GetYourGuide's prior written consent.

2.2 Login Credentials. Supplier shall maintain the confidentiality and security of its Login Credentials by adhering to recognized security standards and best practices, such as regular password updates and the use of multi-factor authentication. Supplier must not disclose its Login Credentials to any unauthorized third party. Supplier is fully responsible and liable for all activities conducted through its Supplier Account, including any activities by its employees or other authorized agents. Supplier must immediately notify GetYourGuide in writing if it knows or suspects that: (i) its Login Credentials have been lost, stolen, or compromised; or (ii) there has been unauthorized use of its Supplier Account. This notification must include all details of the incident, and the steps Supplier has taken to mitigate any resultant harm or prevent further unauthorized access.

3. Sale of Services on the GetYourGuide Platform.

3.1 Conclusion of Contract. When a Customer books Services via the GetYourGuide Platform, the Customer purchases such Services directly from Supplier pursuant to the Supplier-Customer Contract, which is concluded on Supplier's part by GetYourGuide acting as commercial agent of Supplier in the name and on behalf of Supplier. GetYourGuide may reject the conclusion of a Supplier-Customer Contract in its reasonable discretion (e.g., in the case of potential fraud or compliance concerns).

3.2 Product Offers. For each Service that Supplier wishes to sell via the GetYourGuide Platform, Supplier will create a complete and accurate Product Offer. The Product Offer must comply with the Guidelines and must include all Required Information. All critical information, particularly any health, safety, accessibility, or mandatory participation requirements, must be displayed in the "Important Information" section of the Product Offer. If any Required Information is omitted from the Product Offer, Supplier shall provide this information to the Customer without undue delay and in any event before the Service is scheduled to begin. GetYourGuide may reject, suspend, or remove any Product Offer that fails to comply with Applicable Laws or the Guidelines. In case of a material irregularity, complaint, or nonconformity relating to a Product Offer or the Services, a GYG Party may, at its sole discretion, (a) issue the Customer a Full or Partial Refund, or (b) offer the Customer alternative services (of an equal or better standard, but at a price not materially exceeding the Retail Price).

3.3 Availability. Supplier must keep the Product Offer, including Services Availability, up to date and accurate at all times. Adding Services Availability that is unconfirmed or unavailable is a material breach under this Agreement. Supplier must delete any canceled or invalid Product Offers immediately. Supplier is responsible for any Customer claim based on alleged or actual inaccuracies of the Product Offer, including Services Availability, or other Supplier Content.

3.4 Retail Price and Required Fees. Supplier sets the Retail Price at which Services will be sold to Customers. The Retail Price must include, and each Product Offer must clearly disclose, all Required Fees, and Supplier is strictly prohibited from collecting, or attempting to collect, any Required Fees from a Customer that are not already included in the Retail Price. Supplier may not require the Customer to purchase any additional goods or services on site to participate in or complete the core experience of the Service. This does not prohibit Supplier from offering genuinely optional items for sale on site (such as discretionary gratuities, food and drink, or souvenirs), provided that



Supplier clearly communicates to the Customer that such items are optional and not required to experience the Service.

3.5 Performance of Services. Supplier is solely responsible for the complete and proper performance of the Services as outlined in the Product Offer. Supplier may not subcontract performance of the Services without the prior written consent of GetYourGuide. Supplier shall remain fully liable for all acts, omissions, and negligence of such permitted subcontractors and their personnel as if they were Supplier's own. Supplier shall ensure that any such subcontractors are contractually bound to comply with all applicable obligations under this Agreement.

3.6 Payment Collection. Supplier instructs GetYourGuide, acting as its commercial agent, to collect payments from Customers in the name and on behalf of Supplier. GetYourGuide may, from time to time and in its sole discretion, appoint Sub-Commercial Agents to receive such payments directly from Customers. For any payment from a US Customer, Supplier appoints GetYourGuide Operations as its limited payment agent solely for the purpose of directly collecting such payments on behalf of Supplier. For these US Customer payments, GetYourGuide acts as Sub-Commercial Agent to GetYourGuide Operations. Supplier agrees that any payment made by a Customer to a Payment Collection Party extinguishes the Customer's payment obligation to Supplier and shall be considered the same as a payment made directly to Supplier. Supplier will provide Services to Customers in the agreed-upon manner as if Supplier had received the Customer's funds directly. Supplier acknowledges and agrees that it shall have no recourse against a Customer once the funds are tendered to a Payment Collection Party.

GetYourGuide uses payment service providers to process payments from Customers. GetYourGuide will bear the credit card and banking fees for the receipt of payment from Customers. GetYourGuide may charge Customers a foreign exchange fee if applicable.

3.7 Booking Modifications. Customers occasionally make mistakes when booking. Subject to Services Availability, GetYourGuide may change the date, time, language, or number of participants for a Booking up to two (2) hours after a Customer makes the Booking. Such changes will be made at no charge to the Customer or to GetYourGuide.

3.8 Chargebacks and Disputes.

(i) Pre-Service Chargebacks. If a Chargeback or other payment failure for a Booking occurs before Supplier provides the associated Service, including after the expiration of the Free Cancellation Period, GetYourGuide will inform Supplier and the Booking shall be canceled.

(ii) Post-Service Chargebacks. If a Chargeback or other payment failure occurs for a Completed Booking (i.e., after Supplier provides the associated Service), GetYourGuide will inform Supplier and ask Supplier to provide a response to the Chargeback within three (3) Business Days. GetYourGuide may forward Supplier's response to the applicable credit card issuer or payment provider.

(iii) Payment and Commission Consequences. Supplier acknowledges and agrees that GetYourGuide's obligation to pay Supplier is subject to and conditional upon successful receipt of the associated payments from Customers. Neither GetYourGuide nor any other Payment Collection Party acts as a guarantor for payment by Customers, nor is liable to Supplier in the event of a Chargeback or other nonpayment by a Customer. In the event of a canceled Booking pursuant to Section 3.8(i), or if a Chargeback or other event results in a failed payment for a Completed Booking pursuant to Section 3.8(ii), then: (a) GetYourGuide will make no payment to Supplier for the



affected Booking, and (b) GetYourGuide will receive no Commission for the affected Booking.

3.9 Customer Cancellations. Supplier will not directly accept cancellations of Bookings from Customers; if a Customer attempts to cancel directly with Supplier, Supplier must instruct the Customer to initiate the cancellation through the GetYourGuide Platform or by contacting GetYourGuide's customer service.

(i) Cancellation during the Free Cancellation Period. If a Customer cancels a Booking during the Free Cancellation Period, GetYourGuide will give the Customer a Full Refund.

(ii) After the Free Cancellation Period; No Shows. If a Customer cancels a Booking after the Free Cancellation Period has ended, or if the Customer is a No Show, the Booking is non-refundable and will be treated as a Completed Booking for purposes of payment.

(iii) Extenuating Circumstances. Notwithstanding Section 3.9(ii), GetYourGuide may issue a Full Refund to a Customer if the late cancellation or No Show was the result of Extenuating Circumstances or a Force Majeure Situation.

3.10 Supplier Cancellations.

(i) Unjustifiable Supplier Cancellations. If Supplier commits a Service Failure that is not justifiable under Section 3.10(ii), GetYourGuide will give the Customer a Full Refund and shall be entitled to a Cancellation Fee. GetYourGuide may, in its sole discretion, waive or reduce the Cancellation Fee, if Supplier provides an alternative but equivalent Service at the same date to the affected Customers. In addition to the remedies stated above, GetYourGuide may terminate this Agreement for Supplier's material breach in case of a repeated Service Failure.

(ii) Justifiable Supplier Cancellations. A cancellation or Service Failure is considered justifiable only if it is the direct result of a Force Majeure Situation. In such an event, Supplier must notify GetYourGuide's customer service immediately. GetYourGuide will issue a Full Refund to the Customer, and the Cancellation Fee will not apply. GetYourGuide reserves the right to require Supplier to provide reasonable evidence to verify the existence of the Force Majeure Situation.

(iii) Performance Standards. Supplier must meet the performance thresholds published in the Guidelines, including maximum Supplier cancellation and No Show rates (excluding Force Majeure Situations). Failure to meet these thresholds constitutes a material breach of this Agreement and is grounds for GetYourGuide to take measures under Section 14.4, up to and including termination in accordance with Section 14.3.

4. Payment.

4.1 GetYourGuide's Commission and Commission Increase. Supplier agrees to pay GetYourGuide a Commission for each Completed Booking. GetYourGuide's Commission is a percentage of the Retail Price for a Booking, as specified in the Supplier Account.

GetYourGuide may increase the Commission rate if and to the extent GetYourGuide's operating costs increase, with such increase applied uniformly to all Suppliers in similar service categories. If the Commission increase is twenty percent (20%) or more of the



then current Commission rate, Supplier may terminate this Agreement with immediate effect by providing written notice to GetYourGuide within thirty (30) days of receiving the increase notice. By way of example, if Supplier's current Commission rate is 25%, the increased Commission rate may not exceed 30% (i.e., 25% + 20% of 25%, which is 5 percentage points). GetYourGuide will provide Supplier with at least four (4) weeks' prior written notice of any Commission increase via email to the address specified in the Supplier Account. This notice shall include the Commission increase and/or new Commission rate, its effective date, and general rationale for the increase. Commission increases shall not be implemented more frequently than once per calendar year, except in case of cost increases resulting from regulatory changes or cost increases materially affecting GetYourGuide's business operations. Supplier shall keep the Commission rate confidential, including after termination of this Agreement.

4.2 Payment to Supplier. At Supplier's option, GetYourGuide will make payments to Supplier either once per month or twice per month. Supplier shall have the right to select the currency from the list of available currencies in which Supplier wishes to receive payouts. At any time, Supplier may change the currency for future payouts within the Supplier Portal. GetYourGuide reserves the right to modify the available currencies for payout. Such changes will be communicated to Supplier and will only affect payouts subsequent to the notification of the change.

(i) Payment Once Per Month. *This section is applicable if Supplier chooses to be paid once per month.* By the fifth Business Day of each month, GetYourGuide will transfer an amount to the Supplier Payment Account equal to: (a) the total amount collected from Customers for Completed Bookings occurring in the prior month, less (b) applicable Commission and other applicable deductions pursuant to this Agreement (if any).

(ii) Payment Twice Per Month. *This section is applicable if Supplier chooses to be paid twice per month.* By the fifth Business Day of each month, GetYourGuide will transfer an amount to the Supplier Payment Account equal to: (a) the total amount collected from Customers for Completed Bookings occurring from the 16th through the end of the prior month, less (b) applicable Commission, other applicable deductions pursuant to this Agreement (if any), and a 2% processing fee. By the twentieth Business Day of each month, GetYourGuide will transfer an amount to the Supplier Payment Account equal to: (a) the total amount collected from Customers for Completed Bookings occurring from the 1st through the 15th of the same month (i.e., the month of the payout), less (b) applicable Commission, other applicable deductions pursuant to this Agreement (if any), and a 2% processing fee.

(iii) Overpayments. If GetYourGuide transfers to Supplier an amount greater than properly due under this Agreement, whether due to a technical error, duplicate payment run, miscalculation, or any other reason, Supplier shall notify GetYourGuide upon becoming aware of it..

4.3 Transaction Fees. GetYourGuide shall pay the transaction fees charged by GetYourGuide's financial institution to transfer amounts to the Supplier Payment Account. Supplier will bear any fees charged by Supplier's own financial institution for the receipt of payments from GetYourGuide and, if applicable, any fees charged by the intermediary bank. If the transaction fees charged by the intermediary bank exceeds the payout due to Supplier, GetYourGuide may charge Supplier for the shortfall.

4.4 Taxes.

(i) Taxes on Retail Price. Supplier is solely responsible for the payment of all Applicable Taxes due for the sale of all Services through the GetYourGuide Platform, calculated on



the Retail Price. This clause does not affect GetYourGuide's own obligations (if any) to account for Applicable Taxes on the Commission it earns, which are addressed in Section 4.4(iv).

(ii) Tax Reporting. Supplier is solely responsible for determining its obligations to collect Applicable Taxes and for reporting and/or remitting such Applicable Taxes to the appropriate governmental entity. If Supplier requires GetYourGuide to collect any additional Applicable Taxes on Supplier's behalf, Supplier will inform GetYourGuide regarding the applicable rate(s) and the Parties will cooperate to establish a method for such collection. In addition, where Applicable Law requires GetYourGuide to withhold, add, collect, or remit Applicable Taxes on the Retail Price on Supplier's behalf, GetYourGuide may do so and will either deduct such amounts from payments otherwise due to Supplier or add the tax to the price provided by Supplier.

(iii) Supplier Obligations. Supplier shall provide and maintain a valid tax identification and/or registration number for each jurisdiction in which Services are taxable (as provided under Section 2.1), and shall keep such information current at all times via the Supplier Portal. Additionally, upon request from a GYG Party, Supplier will, within five (5) Business Days: (a) confirm or update its tax identification number and VAT ID (or local equivalent) where applicable and, for US Suppliers, an Employer Identification Number (EIN) or equivalent; (b) issue a valid tax invoice to the GYG Party in relation to any specified Services; (c) provide documentation to the GYG Party substantiating that Supplier remitted tax on such Services (including copies of returns, workpapers, and supporting transaction data reports); and (d) provide other cooperation as requested to confirm Supplier's compliance with tax obligations. Such information requests may be made directly to Supplier or via the Supplier Portal.

(iv) Tax on Commission. GetYourGuide's Commission is exclusive of tax. In the event Applicable Law in a jurisdiction imposes VAT or any other tax on Commission, GetYourGuide is authorized to and will add the amount of such VAT or any other tax to Commission. Supplier is responsible for determining if any tax credit is available under Applicable Law for payment of this VAT or any other tax on the Commission. GetYourGuide reserves the right to validate Supplier's VAT or any other tax registration number. Where GetYourGuide reasonably determines that Applicable Taxes due on the Retail Price have not been fully collected or remitted by Supplier, and that GetYourGuide could be held liable for such shortfall, GetYourGuide may remit the relevant amount and charge it to Supplier.

(v) Withholding Tax. All Commission amounts due to GetYourGuide under this Agreement will be free of any deduction or withholding tax (or equivalent), as may be required by Applicable Law. If any such withholding tax (domestic or cross-border) is required, Supplier will be responsible to pay such amounts in addition to the Commission, such that the net amount received by GetYourGuide is equal to the Commission due without any deduction. GetYourGuide will provide Supplier with any available tax forms and/or certificates that may be required in order for Supplier to reduce or eliminate any withholding tax in respect of any Commission amounts under this Agreement.

(vi) Japanese Consumption Tax (JCT). Notwithstanding anything to the contrary in this Section, if Supplier is located in Japan, Supplier shall be responsible for accounting for and remitting any applicable JCT on the Commission to the relevant tax authorities under the reverse charge mechanism. GetYourGuide shall not collect JCT on the Commission from such Suppliers.



(vii) Disclosure. In accordance with Applicable Law, and notwithstanding anything to the contrary contained herein, GetYourGuide may disclose Supplier information to a tax authority without notice to Supplier before or after the disclosure.

4.5 Reporting and Invoicing. For each invoicing period, GetYourGuide will make available to Supplier via the Supplier Portal or via email Invoicing Documents covering the Completed Bookings for that period. The Invoicing Documents will reflect, on both an aggregate and per-Completed-Booking basis: (i) the Completed Bookings during the payment period; (ii) the amount collected from Customers on Supplier's behalf for Completed Bookings; (iii) the amount transferred to Supplier Payment Account for Completed Bookings; (iv) the Commission earned by GetYourGuide; (v) any country-specific surcharge on the Commission; and (vi) the amount of Applicable Taxes collected and remitted on Supplier's behalf (if any). The Invoicing Documents include the Commission invoice GetYourGuide issues to Supplier in relation to GetYourGuide's services. The Invoicing Documents are the basis for payout by GetYourGuide. Unless Supplier provides written notice to GetYourGuide of a good faith dispute with regard to any Invoicing Document within thirty (30) days of receipt thereof, including reasonable detail in support of such dispute, such Invoicing Document will be deemed accepted. After such period, adjustments for discrepancies will be made at GetYourGuide's sole discretion. Without prejudice to the foregoing, no dispute may be raised, and no claim, action, or proceedings may be brought, against GetYourGuide in respect of any payment-related matter after: (a) the expiration of one (1) year from the date on which the payment at issue is due (or alleged to be due); or (b) where more than one payment is at issue, the expiration of one (1) year from the date on which the first of such payments at issue is due (or alleged to be due).

4.6 Payment Accrual. Notwithstanding anything else to the contrary in this Agreement, GetYourGuide may postpone and accrue payments due to Supplier hereunder until the total amount payable is equal to at least EUR 50.00 (or an equivalent amount in the payout currency selected by Supplier under Section 4.2). GetYourGuide will transfer any accrued and unpaid amount to Supplier upon any termination of this Agreement.

4.7 Payment Withholding; Deductions. GetYourGuide may postpone or withhold payments due to Supplier hereunder if: (i) Supplier has failed to comply with the mandatory information requirements in Section 2.1 or Section 4.4(iii), and such failure: (a) prevents the successful completion of the Verification Checks; (b) prevents GetYourGuide from issuing a compliant invoice or processing payments to Supplier; or (c) exposes GetYourGuide to a risk of accounting for VAT or other Tax that it would not otherwise bear; (ii) a payment to Supplier would violate Applicable Law; or (iii) GetYourGuide is investigating suspected Fraudulent Activity or other material breach by Supplier, for as long as reasonably necessary to complete the investigation. Where this Agreement entitles GetYourGuide to recover, recoup, or charge Supplier any amount (including Cancellation Fees, refunded amounts, overpayments, the cost of alternative services, and Applicable Taxes), GetYourGuide may deduct that amount from any payment otherwise due to Supplier or invoice Supplier for the amount.

5. Customer Relations.

5.1 Restrictions on Customer Communications. Supplier's communication with Customers is strictly limited to the direct and necessary facilitation of a specific Booking made through the GetYourGuide Platform. To protect the integrity of the GetYourGuide Platform and ensure a consistent Customer experience, Supplier shall refrain from, directly or indirectly (e.g., through subcontractors or Affiliates), doing any of the following:



(i) Circumventing the Platform. Encouraging, soliciting, or facilitating a booking of any service outside the GetYourGuide Platform. If a Customer initiates a request to book or pay outside the GetYourGuide Platform, Supplier must decline and direct the Customer to use the GetYourGuide Platform.

(ii) Engaging in Unauthorized Marketing. Sending any marketing, promotional, or other unsolicited commercial communications to a Customer. This includes inserting promotional materials in any Customer communication.

(iii) Transmitting Prohibited Content. Transmitting Prohibited Content through the Communication Tools or by use of Customer Personal Data.

Supplier acknowledges that messages sent through the Communication Tools or forwarded via the GetYourGuide Platform may be monitored and stored by GetYourGuide for service quality purposes and to ensure compliance with this Agreement.

5.2 Communication with Customers. Supplier must check the messages received via GetYourGuide's Communication Tools or forwarded through the GetYourGuide Platform regularly and respond promptly to Customer inquiries, requests, and complaints, taking into account the time remaining before the Services are scheduled to begin. Supplier must respond to inquiries made by GetYourGuide within one (1) Business Day or without undue delay where the Services are scheduled to begin sooner.

5.3 Customer Invoices. As the provider of the Services under the Supplier-Customer Contract, Supplier is solely responsible for issuing to Customers any invoice, receipt, or other equivalent fiscal or tax document required in relation to the Service: (i) upon Customer request, or (ii) irrespective of a Customer request, if required by Applicable Law, including where such Applicable Law mandates issuance for every transaction. Supplier will issue such invoice, receipt or document without undue delay and in compliance with all local invoice, receipt, and tax requirements applicable to the transaction. Each such invoice, receipt, or document shall be issued in the name of the Customer (or as otherwise required by Applicable Law), shall name Supplier as the supplier of the Service, and shall reflect the full Retail Price paid by the Customer.

5.4 Service Levels and Business Conduct. Supplier shall provide all Services in a professional manner and to the highest standards of quality, safety, and care prevailing in the first-class travel and tourism industry. Supplier agrees that the Retail Prices, Services Availability, amenities, and restrictions for Services offered via the GetYourGuide Platform will be equal to or better than those made available through Supplier's or its Affiliates' own online shops. Customers who book a Service through the GetYourGuide Platform will be treated at least as well as Customers who book through those same channels. Supplier shall comply, and shall ensure its entire supply chain complies, with the Guidelines and all Applicable Laws at all times. Any failure by Supplier to comply with its obligations in this Section 5.4 shall constitute a material breach of this Agreement.

5.5 Tickets. Supplier must accept tickets generated by GetYourGuide, including both tickets printed on paper and tickets displayed on smartphones or other mobile devices.

5.6 Personnel Conduct. Supplier is solely responsible for the conduct of its personnel in connection with Customers or other persons. Supplier shall not, and shall ensure that its personnel shall not, discriminate against or harass any Customer, including on the



basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age, or sexual orientation.

5.7 Reviews. After performance of the Service, the Customer will have the opportunity to review the Services on the GetYourGuide Platform using GetYourGuide's review system. All review content is exclusively licensed to GetYourGuide or the applicable GYG Party. Supplier may not use or distribute any reviews from the GetYourGuide Platform without GetYourGuide's approval. All replies to Customer reviews must be made publicly through the review reply feature in the Supplier Portal and must adhere to the [Review Reply Guidelines](#). Contacting Customers privately about a review is not permitted. Supplier shall not engage in, commission, facilitate, or knowingly benefit from Review Manipulation. In case of Review Manipulation, GetYourGuide may take the measures set out in Section 14.4 and may additionally remove or withhold affected reviews, correct derived ratings, badges, and rankings, withhold payouts connected to Bookings made for manipulation purposes, and recover investigation costs and any resulting damages.

6. Marketing.

6.1 GetYourGuide Obligations. GetYourGuide is permitted to market and promote the Services and the Product Offers, on the GetYourGuide Platform as well as in offline and online marketing, including email marketing, paid search, display ads, and pay-per-click advertising. GetYourGuide may use the Supplier Content and Supplier Marks for such marketing and promotion, and GetYourGuide will bear the cost of its marketing and promotion efforts. The foregoing marketing and promotion efforts are consistent with GetYourGuide's general marketing and promotion of the GetYourGuide Platform. GetYourGuide will not engage in any dedicated marketing campaigns or efforts built around Supplier, its Services or the Product Offers, nor will GetYourGuide create unique marketing assets regarding Supplier, its Services, or the Product Offers, in each case without Supplier's prior written consent. Notwithstanding anything to the contrary herein, GetYourGuide may offer a Service at a price lower than the Retail Price stated in a Product Offer, provided that the full amount of the discount is borne by GetYourGuide by deducting the discount from the Commission that would otherwise be paid by Supplier.

6.2 Supplier Obligations. Supplier must offer Services under its generally used company and brand name. The Product Offer or other Supplier Content may not state or convey the impression, directly or indirectly, that: (i) GetYourGuide provides the Services, (ii) GetYourGuide has tested the quality of the Services, or (iii) GetYourGuide otherwise endorses Supplier or the Services.

6.3 Development. GetYourGuide may share Supplier Content and information and data relating to Supplier and the Services with Distribution Partners to promote the Services and with other third parties as necessary to further develop the GetYourGuide Platform (including its interfaces to third-party products and services). For example, GetYourGuide may transfer the necessary data to: (i) promote the Services via map providers, directories, search engines, or digital assistants, or (ii) develop and implement relevant interfaces between the GetYourGuide Platform and such products and services.

6.4 Ranking. GetYourGuide ranks Product Offers in search and browsing results algorithmically on the basis of a machine learning model, using the following main parameters: the predicted likelihood that a user will book or engage with a Product Offer; Customer review ratings and the number of reviews; the price and any applicable discount of the Product Offer; popularity among users for the Product Offer and its activity type; the relevance of the Product Offer to the individual user and context (ranking is personalized per user by default, taking into account signals including device/platform, intent, language, Product Offers interacted with in the past, and location); the revenue generated for GetYourGuide from the Product Offer (including the

Commission rate); and post-booking signals (such as cancellations, unresolved traveler contacts, and complaint rates). The historical performance of a Product Offer (based on signals including historical click-through rate, conversion, and Services Availability) is the most significant parameter; however, the weight of the individual parameters can change depending on the user's query and context. The parameters' relative importance reflects their contribution to helping users find relevant, high-quality, and available Services, while enabling the sustainable operation of the GetYourGuide Platform. Supplier may request to voluntarily increase its Commission rate as part of its marketing investment; this may have a positive effect on ranking, but does not guarantee any position or an increase in the overall number of Bookings. New Product Offers receive an initial assessment ranking until sufficient performance data is available. GetYourGuide may adjust the ranking algorithm from time to time.

7. Compliance. Supplier shall render all Services in compliance with all Applicable Laws, including: (i) fire and safety laws; (ii) consumer protection laws; (iii) information and consultation laws; (iv) licensing regulations; (v) health and hygiene laws (including any laws or regulations relating to communicable diseases); and (vi) other laws related to the Services or Supplier's business. Upon request by a GYG Party, Supplier will provide, within five (5) Business Days: (a) copies of registrations, licenses, permits, approvals, and authorizations related to Supplier or the Services; (b) proof of insurance; and (c) documentation demonstrating compliance with Applicable Law. In the event of alleged non-compliance in relation to the Services, Supplier shall promptly cooperate, at its own expense, with any investigation by any competent authority.

8. Intellectual Property.

8.1 Supplier Content. Supplier grants to GetYourGuide a non-exclusive, sublicensable (through one or more tiers), worldwide, fully paid-up and royalty-free license, in any and all media now known or later developed, to use, reproduce, adapt, translate, make derivative works of, modify, publicly display, publicly perform, transmit, and distribute Supplier Content including: (i) on or through the GetYourGuide Platform, (ii) in online and offline marketing materials, and (iii) as otherwise contemplated by this Agreement. Supplier is solely responsible for Supplier Content, and may provide only Supplier Content that it either owns or otherwise has the right to provide to GetYourGuide under this Agreement. Supplier shall not provide Supplier Content that is, contains, or references Prohibited Content. GetYourGuide may remove from the GetYourGuide Platform any Supplier Content that, in GetYourGuide's good faith determination, does or may violate this Agreement or Applicable Law. Alternatively, GetYourGuide may request Supplier to correct any such non-conforming Supplier Content within two (2) Business Days of notice. GetYourGuide will regularly sublicense Supplier Content to Distribution Partners.

8.2 Supplier Marks. Supplier grants to GetYourGuide a non-exclusive, sublicensable (through one or more tiers), paid-up and royalty-free license to use Supplier Marks to market the Services. GetYourGuide's use of Supplier Marks shall inure solely to the benefit of Supplier and will not create any right, title, or interest for GetYourGuide in Supplier Marks other than the license granted under this Agreement.

8.3 Retention of Rights. Supplier Content and Supplier Marks, and all worldwide Intellectual Property Rights therein, are the exclusive property of Supplier (and its licensors). All rights in and to Supplier Content and Supplier Marks not expressly granted to GetYourGuide in this Agreement are reserved by Supplier (and its licensors).

8.4 GetYourGuide Materials. The GetYourGuide Content and GetYourGuide Platform, and all worldwide Intellectual Property Rights therein, are the exclusive property of GetYourGuide. Supplier may not use, copy, store, reproduce, adapt, translate, modify,



distribute, publicly display, publicly perform, transmit, or otherwise exploit any GetYourGuide Content, or any GetYourGuide trademark, logo, or slogan, during or after the term of this Agreement, without GetYourGuide's prior written consent. Text and Data Mining is expressly prohibited.

8.5 Restrictions. Supplier agrees not to directly or indirectly: (i) use any robot, spider, crawler, scraper, or other automated means or process to access, collect data or other content from, or otherwise interact with the GetYourGuide Platform for any purpose; (ii) avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented to protect the GetYourGuide Platform; (iii) attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the GetYourGuide Platform; or (iv) take any action that damages or adversely affects, or could damage or adversely affect, the performance or proper functioning of the GetYourGuide Platform.

8.6 Artificial Intelligence and Automated Processing. GetYourGuide may use AI technologies and automated processes to analyze, categorize, enhance, modify, edit, or otherwise process Supplier Content including for any Content Modifications GetYourGuide is entitled to make under this Agreement. GetYourGuide may also make AI-powered tools available to Supplier through the Supplier Portal.

GetYourGuide may make minor modifications to Supplier Content without prior notice, including translation, correction of obvious errors, formatting, categorization, and attribute tagging. Supplier acknowledges that such minor modifications may occur on an ongoing basis. Supplier can view the current version of its Product Offers, including any minor modifications, in the Supplier Portal at any time and shall notify GetYourGuide of any errors. For AI-generated content that goes beyond minor modifications, Supplier can review and, where applicable, accept or reject such content in the Supplier Portal. Where Supplier (i) actively accepts AI-suggested or AI-produced content, or (ii) leaves such content live in the Product Offer, the content shall be deemed Supplier Content and GetYourGuide is not responsible for any inaccuracies. Supplier further grants GetYourGuide the right to use any data derived from the use of AI technologies and automated processes on Supplier Content to improve GetYourGuide's services, AI algorithms, and automated processes.

8.7 Feedback. If Supplier or any of its employees or agents provides any ideas, suggestions, comments, or other feedback regarding the GetYourGuide Platform, GetYourGuide's services, or GetYourGuide's business ("Feedback"), GetYourGuide shall be free to use, disclose, reproduce, license, distribute, create derivative works of, and otherwise commercialize such Feedback in any way, without any obligation of confidentiality or compensation, or any other restriction of any kind.

8.8 Aggregated Data. GetYourGuide has access to data provided by Supplier or Customers or generated through the use of the GetYourGuide Platform (including Supplier Account data, Supplier Content, Booking and transaction data, and reviews), and retains such data after termination of this Agreement in accordance with Applicable Laws. Supplier has access, via the Supplier Portal, to data relating to its own use of the GetYourGuide Platform; Supplier does not have access to non-aggregated data of other suppliers, or to any data after termination of this Agreement beyond the Invoicing Documents already provided. GetYourGuide shares data with third parties as described in Sections 6.3, 13, and 15.

GetYourGuide may collect, analyze, and aggregate usage and performance data relating to the GetYourGuide Platform ("Aggregated Data"). GetYourGuide owns the Aggregated Data and may use it for any lawful purpose, including analytics, research, industry



insights, and benchmarking reports. GetYourGuide may make insights, benchmarks, and recommendations (for example, regarding pricing, content, or availability) derived from Aggregated Data available to Supplier and other suppliers on the GetYourGuide Platform. Recommendations are provided for information purposes only and without warranty; whether to act on them remains Supplier's own commercial decision, and Supplier alone sets the Retail Price.

9. Representations and Warranties.

9.1 Mutual. Each Party represents and warrants that upon execution, this Agreement constitutes a valid and binding obligation enforceable against it in accordance with its terms.

9.2 By Supplier. Supplier represents and warrants that: (i) Supplier is the owner of the Supplier Content, or otherwise has the right to provide Supplier Content to GetYourGuide under this Agreement; (ii) Supplier Content, including any guide profiles, does not violate any Applicable Law or the Intellectual Property Rights or privacy rights of any third party; (iii) all information with regard to any Product Offer is and shall remain true, accurate, and not misleading; (iv) all Services shall be rendered in compliance with, and Supplier shall operate its business in compliance with, Applicable Law and industry-standard safety practices; (v) Supplier has and will maintain, during the term of this Agreement and thereafter until all Bookings have been fulfilled, all registrations, licenses, permits, approvals, and authorizations required by Applicable Law, or by the operator of any venue or attraction whose admission or tickets Supplier resells, for Supplier's business and the provision of Services; (vi) Supplier's tax identification and registration information provided to GetYourGuide is and shall remain valid, current, and accurate; (vii) any Supplier personnel providing Services possess sufficient skills, training, qualifications, experience, licenses, and permits to perform those Services in a professional manner consistent with Applicable Law and industry best practices; (viii) Supplier, its Affiliates, directors, and direct, indirect, and ultimate beneficial owners are not subject to sanctions or export controls under Applicable Law; and (ix) the person executing this Agreement on behalf of Supplier is authorized to bind Supplier.

9.3 Disclaimers. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE ACTIVITIES AND SERVICES CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. The GetYourGuide Platform and GetYourGuide Content are provided "as is," without warranty of any kind, either express or implied. GetYourGuide does not warrant that (i) the GetYourGuide Platform will meet any or all of Supplier's requirements or that performance of the GetYourGuide Platform will be uninterrupted, virus-free, secure, or error-free; or (ii) the GetYourGuide Content will be complete, accurate, or free from technical defects or changes by unauthorized third parties. GetYourGuide is not responsible for the accuracy or completeness of Customer-related data. GetYourGuide does not guarantee that Supplier will sell a minimum volume of Services through the GetYourGuide Platform. GetYourGuide reserves the right to change, supplement, or remove the contents of the GetYourGuide Platform.

10. Indemnification. The Indemnifying Party shall defend, indemnify, and hold the Indemnified Party harmless from and against any and all liabilities, damages, fines, penalties, settlements, losses, and expenses, of whatever kind (including legal and accounting fees, court costs, and taxes) incurred or suffered in connection with a

Covered Claim. The Indemnifying Party shall assume the defense of such claim at its own expense, as soon as such claim is tendered, using counsel reasonably satisfactory to the Indemnified Party, and shall pay all costs associated with the defense, including attorneys' fees. The Indemnifying Party shall have full control over such defense, including any settlement discussions or agreement, provided that, the Indemnified Party: (i) may, at its option and at its own cost, participate in the defense of such claim, and (ii) shall have the right to approve any settlement agreement if the settlement includes or results in any admission, obligation, or liability on behalf of the Indemnified Party or purports to judicially bind the Indemnified Party, provided however that such approval shall not be unreasonably withheld. Notwithstanding the foregoing, in the event of a Supplier Content Infringement Claim: (a) Supplier shall keep GetYourGuide fully updated with Supplier's handling of such claim, and (b) if Supplier has not resolved or made significant progress in resolving such claim within 15 days after notice of such claim, GetYourGuide may, at its option, assume control over the defense of such claim at Supplier's expense using counsel reasonably satisfactory to Supplier. Supplier: (1) may elect to participate in the defense of, and any settlement discussions (in or outside of a court proceeding), relating to such claim, and (2) shall have the right to approve any settlement agreement if the settlement includes or results in any admission, obligation, or liability on behalf of Supplier or might have a judicially binding effect on Supplier, provided, however, that such approval shall not be unreasonably withheld.

11. Insurance.

11.1 General Liability Insurance. During the term of this Agreement, and for not less than two (2) years after all Remnant Bookings have been fulfilled, Supplier shall maintain comprehensive general liability insurance covering the relevant risks related to Supplier's business and the Services. The policy shall be written on an occurrence form for an appropriate value in light of the nature of the Services, Supplier's location, and industry standards. The policy must extend to cover Supplier's indemnification obligations to the GYG Parties under Section 10. Insurance shall be primary and non-contributory. Supplier waives, and shall cause its insurers to waive, all rights of subrogation against the GYG Parties to the extent permitted by law. If Supplier engages subcontractors to perform any part of the Services, Supplier shall ensure that such subcontractors either (i) are covered as additional insureds or otherwise insured under Supplier's own policies required under this Section, or (ii) maintain their own insurance meeting the requirements of this Section 11, and Supplier shall remain fully liable for any subcontractor's failure to maintain such coverage. Upon any reasonable request by GetYourGuide, subject to no less than fifteen (15) days' prior written notice, Supplier shall, at its sole cost and expense, at any time during the term of this Agreement: (a) obtain other types and limits of insurance; or (b) name GetYourGuide as an additional insured under any policy it is obligated to maintain under this Section.

11.2 Automobile Related Insurance. If one or more automobiles (including motorbikes, vans, busses or similar motorized vehicles) are used in the performance of the Services, Supplier shall maintain automobile liability insurance: (i) if the Services are provided in the United States or Canada with limits of not less than US\$1,000,000 (one million US dollars), or an equivalent amount in Supplier's local currency, combined single limit per accident, or (ii) if the Services are provided in another country, at limits and scope of coverage no less than the compulsory requirements for the country where the Services are provided.

11.3 Information Obligations. Supplier must provide, via the Supplier Portal, detailed information about the insurance provider, the policy and the insurance expiration date, and update the insurance information whenever Supplier changes its insurance or the prior certificate expires. Supplier must inform GetYourGuide of any change in the required insurance policies, including non-renewal. Upon request, Supplier shall provide



GetYourGuide with a copy of the applicable insurance policy and proof of payment of the relevant premiums.

11.4 Specific Rules for Suppliers in the United States or Canada. If Supplier is located in the United States or Canada, Supplier shall add GetYourGuide and its Affiliates as additional insureds to the insurance policies required under Sections 11.1 and 11.2 and provide a certificate of insurance evidencing such coverage to GetYourGuide upon request.

12. Liability. GetYourGuide shall be liable to Supplier solely for (i) any damages to Supplier due to GetYourGuide's willful or grossly negligent act, (ii) any damages to Supplier's life, body, or health due to GetYourGuide's simple negligence, and (iii) any damages to Supplier due to GetYourGuide's breach of its material obligation under the Agreement. In the event of GetYourGuide's breach of its material obligation due to simple negligence, GetYourGuide's liability shall be limited to foreseeable damages typical for the type of contract. For purposes of this Section, the term "material obligation" means any obligation whose fulfillment is essential for GetYourGuide's proper performance of this Agreement and on whose compliance Supplier may regularly rely. GetYourGuide's liability is otherwise excluded. Without limiting the foregoing, GetYourGuide shall not be liable for damages that occur due to interruptions or restrictions of the operation of the GetYourGuide Platform due to necessary maintenance work, a Force Majeure Situation, or other events for which GetYourGuide is not responsible. GetYourGuide shall be liable for loss of data only up to the amount of typical recovery costs that would have arisen if proper and regular data backup measures had been taken. In no event shall GetYourGuide be liable to Supplier for any acts or omissions of any Distribution Partner.

13. Data Protection. With regard to Customer Personal Data, both GetYourGuide and Supplier act separately as Data Controllers. Customer Personal Data collected by GetYourGuide may only be transferred to Supplier to the extent necessary for the performance of the Services and in compliance with a data protection transfer mechanism. Supplier shall comply with all applicable Data Protection Laws when Processing Customer Personal Data. Supplier shall maintain adequate security procedures and controls to prevent any unintended disclosure of, unauthorized access to, or misappropriation of Customer Personal Data. If Supplier chooses to use any third-party tools or systems to manage the Supplier Account, Bookings, or Customer Personal Data, Supplier remains fully responsible for such tools and shall ensure they comply with Data Protection Laws. Upon GetYourGuide's request, Supplier will provide evidence that Supplier has established and maintains technical and organizational security measures governing the Processing of Customer Personal Data in accordance with this Section.

14. Term, Termination and Enforcement Measures.

14.1 Term. This Agreement shall remain in effect until terminated in accordance with its terms. Neither Party shall be liable to the other for any damages resulting solely from termination as permitted herein.

14.2 Termination without Cause. Supplier may terminate this Agreement, in whole or in part, at any time and for any reason, effective upon thirty (30) days' notice, including by using the termination function in the Supplier Account; a deactivation of the Supplier Account constitutes a termination.



GetYourGuide may terminate this Agreement, in whole or in part, for reasons including operational, commercial, or strategic reasons, including the discontinuation or restructuring of activity categories, markets, or services, changes to its sourcing or distribution model (including sourcing tickets or admission directly from venues, attractions, or operators) or a sustained lack of Bookings, effective upon thirty (30) days' notice or such longer notice period as mandatory law requires. GetYourGuide will provide a statement of reason(s) in accordance with Applicable Law, where required. Sections 14.3 and 14.4 remain unaffected.

14.3 Termination for Cause.

14.3.1 Termination after Breach Notice. If a Party breaches this Agreement and the breach is capable of cure, the non-breaching Party may terminate this Agreement for cause only if it has notified the breaching Party of the breach in writing and the breach has not been cured within seven (7) days of receipt of the breach notice (or such longer cure period as the notifying Party grants in writing). GetYourGuide may combine the breach notice with the termination notice and the statement of reasons, in which case the termination takes effect no earlier than thirty (30) days after the notice and will not take effect if the breach is cured within the cure period.

14.3.2 Immediate Termination. Either Party may terminate this Agreement for cause with immediate effect, without a prior breach notice or cure period, if: (i) the other Party commits a breach that is incapable of cure or that destroys the trust required for the continuation of this Agreement, including Fraudulent Activity or serious Review Manipulation; (ii) the other Party repeatedly infringes Applicable Law or this Agreement after a prior warning or breach notice; (iii) insolvency or comparable proceedings are opened over the other Party's assets or their opening is rejected for insufficiency of assets; or (iv) the continuation of this Agreement would expose the terminating Party to a breach of a legal or regulatory obligation, or termination is justified by an imperative reason under Applicable Law.

In addition, GetYourGuide may terminate this Agreement with immediate effect, without a prior breach notice or cure period, if: (v) Supplier does not hold, loses, or fails to evidence upon request under Section 7 any registration, license, permit, or authorization required by Applicable Law for its business or the Services, or does not complete or maintain the Verification Checks under Section 2.1; (vi) Supplier's actions create a serious risk to the safety or security of Customers, other suppliers, or the GetYourGuide Platform, including serious security incidents; (vii) Supplier is established in, or provides Services from, a jurisdiction identified in the Guidelines as ineligible; (viii) Supplier fails to maintain the insurance coverage required under Section 11, or fails to provide evidence of such coverage upon GetYourGuide's reasonable request; or (ix) Supplier commits a material breach of Data Protection Laws in connection with Customer Personal Data, or of its obligations under Section 13, including any personal data breach that creates a material risk to Customers. The Parties' statutory rights to terminate this Agreement for cause remain unaffected.

14.3.3 Form; Statement of Reasons. Termination can be effected using the applicable function in the Supplier Account. Where GetYourGuide terminates this Agreement under Section 14.3.1, it will provide the statement of reasons under Section 14.4.3 at least thirty (30) days before the termination takes effect. The statement of reasons may be combined with the breach notice and the termination notice. Where GetYourGuide terminates this Agreement under Section 14.3.2, it will provide the statement of reasons without undue delay, unless not required or prohibited by a legal or regulatory obligation.

14.4 Enforcement Measures.

14.4.1 Grounds. GetYourGuide may take the measures set out in Section 14.4.2 if it reasonably determines that: (i) Supplier has breached this Agreement (including the Guidelines); (ii) Supplier Content or a Product Offer is illegal or does not comply with Applicable Law or the Guidelines; (iii) Supplier's actions create a risk for Customers, other suppliers, or the integrity of the GetYourGuide Platform, including suspected Fraudulent Activity, Review Manipulation, data/security incidents, or safety concerns; (iv) Supplier has not completed or maintained the Verification Checks or has not provided or updated the information required under Section 2.1 or Section 4.4; or (v) a measure is required by a legal or regulatory obligation or requested by a competent authority.

14.4.2 Measures. Taking into account the nature, gravity, and frequency of the issue, GetYourGuide may: (i) issue a warning; (ii) remove or restrict the visibility of Product Offers, reviews, or other Supplier Content; (iii) temporarily restrict or suspend Supplier's use of the GetYourGuide Platform or individual features; (iv) stop accepting new Bookings; (v) cancel affected Bookings; (vi) give Customers a Full or Partial Refund, or offer alternative services (of an equal or better standard); (vii) withhold payouts reasonably connected to the affected Bookings or reasonably necessary to cover anticipated Chargebacks, refunds, damages, or fees; and/or (viii) terminate this Agreement in accordance with Section 14.3. Measures are cumulative and do not limit GetYourGuide's other rights and remedies under this Agreement or Applicable Law.

14.4.3 Statement of Reasons. Where GetYourGuide restricts or suspends its services to Supplier under this Section 14.4, it will provide Supplier with a statement of reasons on a durable medium (email sufficient) at the latest when the measure takes effect. Where GetYourGuide terminates this Agreement in its entirety, the statement of reasons will be provided within the timelines set out in Section 14.2 or Section 14.3.3 (as applicable). No statement of reasons is required where GetYourGuide is legally entitled not to provide one or, in the case of termination, where Supplier has repeatedly infringed this Agreement.

14.4.4 Reinstatement. If a measure is revoked following a complaint under Section 14.6, GetYourGuide will reinstate Supplier, including any affected Product Offers and Supplier Content, and release any withheld payouts to which Supplier is entitled, without undue delay.

14.5 Effect of Termination. The terms of this Agreement, except Sections 2.2, 3.6, 4.3, 6.1, 14.2, and 14.3, shall remain in effect until all Remnant Bookings are resolved (i.e. all Remnant Bookings have either become Completed Bookings or have been canceled), provided, however, that GetYourGuide shall make no new Bookings after the termination date of this Agreement. At GetYourGuide's option, it may cancel some or all Remnant Bookings and offer affected Customers either a Full Refund or alternative services. Any Remnant Booking that is not canceled will be performed as scheduled. Sections 8.1 and 8.2 will survive termination of this Agreement for ninety (90) days with respect to materials provided to Distribution Partners. Once all Remnant Bookings are resolved, GetYourGuide will remove all Supplier Content and Supplier Marks from the GetYourGuide site, and Sections 4.4, 8.1 & 8.2 (solely with regard to marketing materials created prior to the termination of the Agreement), 8.3, 8.4, 8.8, 9.3, 10, 11.1-11.4, 12, 13, 14.5, 14.6, 16.2, 16.7-16.9, and Exhibit A shall continue to survive termination of this Agreement.

14.6 Complaints, Notices, and Appeals. Supplier may contest any termination under Section 14.3 and any measure taken under Section 14.4 and raise other complaints regarding GetYourGuide's compliance with Regulation (EU) 2019/1150 or technological or operational issues materially affecting Supplier, free of charge via GetYourGuide's internal complaint-handling system in the Supplier Portal, within six (6) months of the relevant measure or issue. GetYourGuide will handle complaints diligently and in a

non-discriminatory manner and inform Supplier of the outcome without undue delay. Supplier's right to pursue mediation under Section 16.2.2, out-of-court dispute settlement under Art 21 of Regulation (EU) 2022/2065 (information on certified bodies is available in the Supplier Portal help center), or court proceedings remains unaffected.

15. Connectivity.

If Supplier uses a Connectivity Partner to make its Services available to the GetYourGuide Platform, this section shall apply. Supplier is responsible, at its own cost, for: (i) its contractual relationship with the Connectivity Partner; (ii) any equipment and software required for Supplier's use of the Connectivity Partner; and (iii) any integration costs, as well as transaction or service fees charged by the Connectivity Partner to facilitate and manage the Bookings. Supplier shall ensure that the Connectivity Partner does not use any of GetYourGuide's Confidential Information or any information transmitted between GetYourGuide and Supplier via the API: (a) for any competitive purpose, (b) to perform data analytics or Text and Data Mining, or (c) for any purpose other than to enable GetYourGuide to provide the services described in this Agreement. The Connectivity Partner processes Customer Personal Data on behalf of Supplier. Supplier, as Controller, shall ensure that such processing is in compliance with applicable Data Protection Laws. Supplier remains fully responsible for all acts and omissions of its Connectivity Partner as if they were Supplier's own, including where the Connectivity Partner manages Supplier Content. GetYourGuide will not be responsible for any losses or damages arising from or in connection with any failure of connectivity or the acts or omissions of the Connectivity Partner.

If Supplier chooses to connect to GetYourGuide's systems via Supplier's own API, Supplier shall create an account in [GetYourGuide's Integrator Portal](#).

16. General.

16.1 Non-Exclusive Relationship. The relationship between Supplier and GetYourGuide is non-exclusive. Supplier may sell the Services through other marketplaces (including competitors of GetYourGuide), and GetYourGuide may promote and offer services substantially similar to or competitive with Services.

16.2 Governing Law; Dispute Resolution. This Agreement shall be governed by and construed in accordance with the provisions of German law, to the exclusion of its conflict of law rules. Any Dispute arising out of or relating to the Agreement will be resolved in accordance with this Section.

16.2.1 Negotiations. In the event of any Dispute, the Parties agree to first attempt to resolve the matter through good faith negotiations. Each Party will nominate an executive or other representative who will meet to try to resolve the Dispute. If the Parties are unable to resolve such Dispute within thirty (30) Business Days after such Dispute was first referred to them, either Party may submit the Dispute for resolution by mediation under Section 16.2.2.

16.2.2 Mediation. If the Dispute cannot be resolved through negotiations pursuant to Section 16.2.1, either Party may request mediation. GetYourGuide identifies the following mediators with which it is willing to engage: (i) ADROIT.LEGAL (RGOAL LTD., Office 6, The Westin, Dragonara Road, STJ 3143, St. Julians, Malta, <https://adroit.legal/>) and (ii) Sebastian Blinn, basta@smartunicorn.de. The Parties may mutually agree on a different mediator. Mediation will be conducted in English and by remote means, unless otherwise agreed. The Party requesting mediation shall pay the mediator's case administration fee of EUR 150, which forms part of the total costs of the mediation; the allocation of the total costs of the mediation remains unaffected. Where Supplier is not

established in the European Union, the Parties shall agree on the allocation of mediation costs in the mediation contract. Mediation does not affect either Party's right to initiate court proceedings at any time.

16.2.3 Litigation. If the Parties are unable to resolve such Dispute within sixty (60) Business Days either Party may then seek resolution through court proceedings. The place of performance and exclusive legal venue for any disputes arising from or in connection with the performed services shall be Berlin provided that Supplier is a merchant or legal person under public law or has no place of business or domicile in the Federal Republic of Germany.

16.3 Amendments. GetYourGuide may propose amendments to this Agreement (including changes to Commission beyond those permitted under Section 4.1) by providing Supplier with at least four (4) weeks' prior written notice via email to the address specified in the Supplier Account. The notice shall include a description of the proposed amendment(s), the effective date, the full text of the amended provisions or a link to view the amended Agreement, a statement whether the amendment(s) require Supplier's acceptance under Section 16.3.1 or are subject to deemed acceptance under Section 16.3.2, and Supplier's right to terminate as described in this Section 16.3.

16.3.1 Amendments Requiring Acceptance. The following amendments shall come into effect only upon Supplier's acceptance: (i) changes to the Commission rate or Commission structure beyond those permitted under Section 4.1; and (ii) amendments that materially and adversely alter the contractual balance of performance and consideration between the Parties or Supplier's essential rights under this Agreement. Supplier may accept such amendment(s) by written or electronic declaration, by confirmation within the Supplier Account, or by another express affirmative action indicated in the amendment notice; continued use of the GetYourGuide Platform alone shall not constitute acceptance. If Supplier does not accept the amendment(s) by the proposed effective date, the Agreement continues unamended; in that case, GetYourGuide may terminate this Agreement in accordance with Section 14.2.

16.3.2 All Other Amendments. All amendments not falling under Section 16.3.1 (including clarifications and administrative updates; amendments required to comply with Applicable Law, regulation, or an order of a court or competent authority; amendments reflecting new or modified features, products, or services of the GetYourGuide Platform; amendments addressing security, fraud prevention, or the integrity of the GetYourGuide Platform; and operational or process changes that do not materially and adversely affect Supplier) shall be deemed accepted if Supplier continues to provide Services via the GetYourGuide Platform after the amendment effective date and does not terminate this Agreement in accordance with Section 16.3.3. GetYourGuide will expressly inform Supplier of this effect in the amendment notice.

16.3.3 Termination Right. In case of any amendment(s) pursuant to this Section 16.3, Supplier may, unless it has expressly accepted the respective amendment(s), terminate this Agreement before the amendment effective date with ten (10) days' written notice, including by using the termination function in the Supplier Account. All Bookings made prior to the amendment effective date or such termination remain subject to the pre-amendment terms of this Agreement.

16.3.4 Contact Information. Supplier is responsible for maintaining current contact information in the Supplier Account and for reviewing amendment notices sent by GetYourGuide. GetYourGuide is not liable for Supplier's failure to receive or review amendment notices due to incorrect contact information.

16.3.5 Commission Adjustments. Commission adjustments made in accordance with Section 4.1 do not constitute amendments under this Section 16.3 and take effect as set out in Section 4.1.

16.4 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld, conditioned, or delayed). Notwithstanding the foregoing: (i) either Party may assign this Agreement in its entirety, without consent of the other Party, (a) to an affiliate of that Party, or (b) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party; and (ii) GetYourGuide may delegate or assign any right or remedy under this Agreement to a GYG Party. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their successors, and permitted assigns.

16.5 Notices. Any notice under this Agreement will be in writing and delivered by personal delivery, overnight courier, confirmed email, or certified or registered mail. In addition, GetYourGuide may send notices to Supplier using the Communication Tools. Notices will be sent to a Party at its address set forth in this Agreement or such other address as that Party may specify in writing pursuant to this Section.

16.6 Force Majeure. If either Party is prevented from performing any of its duties or obligations hereunder in a timely manner by a Force Majeure Situation, the afflicted Party, upon giving prompt notice to the other Party, shall be excused from such performance: (i) to the extent that the afflicted Party is prevented from performing such duties or obligations, and (ii) for the duration of the disruption caused by the Force Majeure Situation. If a Force Majeure Situation detrimentally affects a Party's performance for fourteen (14) days or longer, the other Party may terminate this Agreement.

16.7 Interpretation. In this Agreement: (i) "including" means "including but not limited to," and (ii) general words shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters, or things. Captions and Section headings used in this Agreement are for convenience only, are not a part of this Agreement, and shall not be used in construing it. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. Each Party has participated equally in the preparation and negotiation of this Agreement and waives to the fullest extent permitted by law any rule of interpretation or construction requiring that this Agreement be interpreted or construed against the drafting Party.

16.8 Confidentiality. Each Party agrees that it will not use or disclose to any third party any Confidential Information disclosed to it by the other, except: (i) as required to perform under this Agreement or as otherwise permitted in this Agreement, or (ii) as required by a court or other governmental authority. GetYourGuide may disclose Confidential Information to the GYG Parties. Each Party will take all commercially reasonable measures to maintain the confidentiality of all Confidential Information of the other Party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance.

16.9 Miscellaneous. The Parties are independent contractors, and no partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. GetYourGuide and any subagents disclaim, and Supplier waives, any duty arising from the creation of an agency relationship (including any duty of loyalty or care) to the maximum extent permitted by Applicable Law. Except as otherwise expressly provided herein, all remedies provided for herein are cumulative, in addition to and not in lieu of any other remedies available to either Party at law, in equity, or otherwise. The GYG Parties are expressly named as third-party beneficiaries to this Agreement, and each of the GYG Parties has the right to enforce this Agreement against Supplier as this Agreement pertains to its respective rights as a third-party beneficiary, including the service levels specified in Section 5.4. Except as provided in this Section, all rights and

obligations of the Parties hereunder are personal to them, and this Agreement is not intended to benefit, nor shall it be deemed to give rise to, any rights in any third party. This Agreement sets forth the entire understanding and agreement of the Parties and supersedes any and all oral or written agreements or understandings between the Parties as to the subject matter of the Agreement. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.



Exhibit A - Definitions

Affiliate(s): any subsidiary or affiliate within the meaning of Section 15 German Stock Corporation Act (Aktiengesetz).

Applicable Law: any (i) applicable local, state, provincial, national, or other law or regulation, and (ii) anti-slavery, anti-human trafficking, anti-corruption, or anti-bribery law or regulation, anti-money-laundering or counter-terrorist-financing law or regulation, export control law or regulation, or any trade or financial sanctions, administered, imposed, enacted, or enforced by (a) the United States of America, (b) the United Nations Security Council, (c) the European Union or any of its member states, or (d) the United Kingdom.

Applicable Taxes: all taxes, charges, fees, levies or other assessments, including sales, use, excise, value added (VAT), goods and services, consumption, withholding, and other similar taxes and duties, imposed by any governmental entity, excluding taxes based on GetYourGuide's net income, net worth, asset value, property value, or employment.

Booking: a purchase of Services by a Customer via the GetYourGuide Platform.

Business Day: Monday through Friday of each week, except for public holidays observed in Berlin, Germany.

Cancellation Fee: a fee, calculated as twenty-five percent (25%) of the Retail Price of the affected Services, payable by Supplier to GetYourGuide as liquidated damages for each Customer affected by an unjustifiable cancellation or failure to provide Services under Section 3.10(i). The Parties acknowledge and agree that it would be impractical to estimate the actual damages arising from such a cancellation or failure, including damage to GetYourGuide's reputation and additional operational costs, and that the Cancellation Fee is a reasonable estimate of those damages.

Chargeback: a credit card chargeback or any other reversal of a transfer of funds.

Commission: the portion of the Retail Price invoiced and earned by GetYourGuide for services provided to Supplier, comprising: (i) brokering and facilitation of the Supplier-Customer Contract, (ii) marketing and promotional services, (iii) customer service and support provided on behalf of Supplier (including handling of complaints, disputes, rebookings and cancellations), and (iv) other related services performed hereunder by GetYourGuide.

Communication Tools: the tools provided on the GetYourGuide Platform to enable communication: (i) between Supplier and a Customer, or (ii) between GetYourGuide and Supplier.

Completed Booking: a Booking which has resulted in the actual provision of Services by Supplier to the Customer.

Confidential Information: information about the disclosing Party's business, products, technologies, strategies, customers, finances, operations or activities, including all business, financial, technical and other information disclosed by the disclosing Party. Confidential Information will not include information that the receiving Party can establish: (i) is in or enters the public domain without breach of this Agreement; (ii) the



receiving Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or (iii) the receiving Party knew prior to receiving such information from the disclosing Party.

Connectivity Partner: any third-party reservation system, ticketing system, channel manager, or other system or intermediary that Supplier uses to connect to the GetYourGuide Platform or to manage Supplier Content, Bookings, or Customer Personal Data in connection with this Agreement.

Content Modifications: all adaptations, translations, or other modifications to Supplier Content.

Covered Claim: (i) when GetYourGuide is the Indemnifying Party, any third-party claim, suit, demand, action, audit, or investigation brought against Supplier arising out of or related to the GetYourGuide Content, including any allegation that the GetYourGuide Content infringes any third party rights, and (ii) when Supplier is the Indemnifying Party, any third-party claim, suit, demand, action, audit, or investigation brought against a GYG Party arising out of or related to (a) Supplier's breach of this Agreement or improper use of the GetYourGuide Platform; (b) Supplier's interaction with any Customer; (c) the Services or any injury, death, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind occurring or arising in connection therewith; (d) a Customer's passenger rights, travel law rights, package travel directive rights, or similar rights or remedies; (e) Supplier's violation of Applicable Laws or third party rights; (f) Supplier Content or Supplier Marks, including any allegation that the use of Supplier Content or Supplier Marks by the GYG Parties as permitted by this Agreement infringes any third party rights ("Supplier Content Infringement Claim"); or (g) any failure to collect or remit, or any erroneous collection or remission of, any Applicable Taxes.

Customer: an end-user who purchases Services from a Supplier via the GetYourGuide Platform or any person who receives Services from a Supplier as a result of a Booking made via the GetYourGuide Platform (e.g., tour participants).

Customer Personal Data: the name, address, telephone number, e-mail address, IP address, Booking information, and any other non-public, identifying information about Customers available to Supplier as a result of Supplier's relationship with GetYourGuide or any purchase of Services by Customers.

Data Protection Laws: any applicable law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) that relates to the protection of individuals with regards to the processing of personal data, including the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") and all laws promulgated thereunder. Terms such as "controller", "processor", "processing", and "personal data" have the meanings given to them in the GDPR.

Dispute: any and all disagreements, controversies, or claims of any sort between the Parties arising out of, or in any way relating to, this Agreement, any of the Parties' respective rights and obligations arising out of this Agreement, or the making, performance, breach, interpretation, or termination of this Agreement, including any claims based in tort.

Distribution Partner: any third party that is contractually authorized by GetYourGuide to market, promote and distribute the Services. This includes, but is not limited to, (online)



travel agencies, airlines, hotels, and marketing affiliates. GetYourGuide may authorize certain Distribution Partners to act as intermediaries, which may include collecting payments from Customers on behalf of Supplier. In such cases, payment by the Customer to the authorized Distribution Partner shall be considered as payment to Supplier, discharging the Customer's payment obligation.

Extenuating Circumstances: significant, unforeseen, and non-pre-existing personal events beyond a Customer's reasonable control that make it impossible for the Customer to participate in the Service. Such circumstances may include, but are not limited to, a serious illness or death of the Customer or a member of their direct traveling party, significant flight or train cancellations preventing arrival at the destination, or government-issued travel advisories issued after the time of Booking. GetYourGuide retains sole discretion to determine whether a situation qualifies as an Extenuating Circumstance and may require the Customer to provide reasonable proof.

Force Majeure Situation: circumstances beyond a person or entity's reasonable control, including earthquakes, floods, fires, other natural catastrophes, adverse weather conditions that render performance of the Service unsafe or impracticable, acts of war, acts of terrorism, riots, civil disturbances, pandemics, epidemics, government actions, nuclear or chemical contamination, electrical or internet outages, failures of public infrastructure, and strikes.

Fraudulent Activity: any act of fraud or intentional deception in connection with the GetYourGuide Platform, including payment fraud, Chargeback abuse, fictitious Bookings, and misrepresentation of Supplier's identity, licenses, or qualifications.

Free Cancellation Period: the period starting when a Booking is made, and ending 24 hours before a Service is scheduled to begin.

Full Refund: a Booking for which (i) the GYG Party refunds the Customer the full amount paid; (ii) Supplier receives no payment, and (iii) GetYourGuide receives no Commission for such Booking.

GetYourGuide Content: all content on the GetYourGuide Platform, including customer reviews and Content Modifications, but excluding Supplier Content.

GetYourGuide Platform: the internet booking platform operated by GetYourGuide accessible via www.getyourguide.com, related websites, affiliate websites, Distribution Partner websites, apps, tools, and platforms, devices, or other facilities.

GetYourGuide Operations: GetYourGuide Operations Inc.

Guidelines: any guidelines, policies, standards, or requirements made available by GetYourGuide on the Supply Partner Help Center and updated from time to time, including the [Restricted Products FAQ](#), [Activity Quality Guidelines](#), [Safety, Ethical, and Legal Standards](#), [Animal Welfare Policy](#), [Performance Quality Standards](#), [Unique Activity Guidelines](#), [Review Reply Guidelines](#) and the [Supplier Code of Conduct](#).

GYG Party / Parties: GetYourGuide and its Affiliates, Distribution Partners, and advertising platforms, and each of their respective officers, directors, employees and agents.



Indemnified Party / Parties: an entity (either Supplier or a GYG Party) who seeks indemnification protection pursuant to Section 10 of the Agreement.

Indemnifying Party / Parties: the Party requested to provide indemnification protection pursuant to Section 10 of the Agreement.

Intellectual Property Rights: all copyright, trade secret, trademark, patent, database, moral rights, or other intellectual property rights recognized by the laws of any jurisdiction or country.

Invoicing Documents: the reporting and invoicing documents that GetYourGuide makes available to Supplier once per invoicing period in accordance with Section 4.5, including the Commission invoice issued by GetYourGuide to Supplier.

Login Credentials: the user IDs, passwords, and any other information used to access the Supplier Account(s).

No Show: a Customer who fails to appear for booked Services through no fault of Supplier.

Partial Refund: a Booking for which (i) the GYG Party will refund the Customer a portion of the amount paid for the Booking, in an amount determined by the GYG Party in its sole discretion; (ii) the payment due to Supplier for the Booking will be reduced by the refunded amount; and (iii) GetYourGuide's Commission for the Booking will be reduced proportionally.

Party: either Supplier or GetYourGuide, as appropriate; **"Parties"** means both Supplier and GetYourGuide.

Payment Collection Party: (i) GetYourGuide, (ii) any Sub-Commercial Agent appointed by GetYourGuide under Section 3.6 (which may include Affiliates and Distribution Partners), and (iii) GetYourGuide Operations in its capacity as Supplier's limited payment agent for US Customers, in each case solely when acting to collect payments from Customers on Supplier's behalf.

Product Offer: an offer on the GetYourGuide Platform stating that Supplier will make a specific Service available at a specified Retail Price.

Prohibited Content: content that: (i) contains a virus, worm, or other harmful code, (ii) violates any Applicable Law, (iii) infringes the rights of any third party, including privacy rights, (iv) is pornographic, obscene, insulting, objectionable or otherwise inappropriate, or (v) is defamatory or libelous.

Remnant Booking: a Booking made prior to the termination date of this Agreement, but that is scheduled to be completed after the termination date of this Agreement.

Required Fees: all Applicable Taxes, expenses, fees, charges and any other amounts that are applicable to, or that are required for Supplier to perform the applicable Service.



Required Information: all information necessary for a Customer to make an informed booking decision and safely participate in the Service, including: (i) suitability and accessibility information (e.g., minimum age, mobility requirements, required skills or permits, fitness level, and inherent risks including risks to persons with pre-existing medical conditions); (ii) logistical information (e.g., meeting point, meeting time, duration, and required or recommended clothing and equipment); and (iii) any other information reasonably requested by GetYourGuide or required by Applicable Laws.

Retail Price: the retail price (including any Applicable Taxes and fees) at which Services will be sold to Customers through the GetYourGuide Platform.

Review Manipulation: any conduct aimed at distorting the authenticity, volume, or rating of reviews on the GetYourGuide Platform, or the ranking, badges, or awards derived from them. This includes submitting or procuring reviews of Supplier's own or other suppliers' services; making Bookings for the purpose of generating reviews or performance data; offering a Customer any benefit in exchange for a review or its modification or removal; selectively soliciting reviews (review gating); pressuring a Customer in connection with a review; submitting knowingly unfounded reports against other suppliers' reviews; or using AI or other tools to generate content presented as genuine Customer feedback.

Service Failure: Supplier's cancellation of a Booking or failure to provide the Services as required by a Booking, including (i) a cancellation resulting from Supplier's failure to provide accurate Services Availability information on the GetYourGuide Platform, and (ii) Supplier's failure to provide an invoice to a Customer where requested by Customer.

Services: Supplier's tours or activities offered by Supplier to Customers through the GetYourGuide Platform. If Supplier operates an attraction, the term "Services" includes the operation of the attraction and making the attraction available to Customers.

Services Availability: Supplier's inventory of Services that are immediately available for Customers to book via the GetYourGuide Platform.

Sub-Commercial Agent: means an entity (including Distribution Partners) appointed by GetYourGuide to act as agent of GetYourGuide in its role as commercial agent to Supplier. In case GetYourGuide Operations acts as a commercial agent, Sub-Commercial Agent refers to GetYourGuide.

Supplier: a person or entity acting in a professional capacity with a view to long-term profit that enters into this Agreement.

Supplier Account: Supplier's account in the Supplier Portal.

Supplier Content: any content provided by Supplier to GetYourGuide, via the Supplier Portal or otherwise, including Product Offers, photographs, videos, and postings.

Supplier-Customer Contract: the contract which governs the relationship between Supplier and a Customer who purchases Services from Supplier via the GetYourGuide Platform. Supplier may upload its own terms and conditions via the Supplier Portal that are accepted by Customers during the booking process. If Supplier does not upload its own terms, GetYourGuide's standard Supplier-Customer Contract terms apply, as



incorporated into the [General Terms and Conditions](#). Supplier and Customer are the sole parties to the Supplier-Customer Contract; GetYourGuide is not a party thereto.

Supplier Marks: the names, logos and trademarks of Supplier and any third parties used by Supplier in connection with the Services.

Supplier Payment Account: The bank account or other payment account specified by Supplier for receiving payout transfers from GetYourGuide.

Supplier Portal: the online tool that allows suppliers to access the GetYourGuide Platform and to manage their Supplier Account and Supplier Content.

Text and Data Mining: the automated analysis of digital or digitized works to extract information from them, particularly regarding patterns, trends and correlations.

US Customer: a Customer residing in the United States or any Customer that uses a credit or debit card issued in the United States for payment of the transaction.

Verification Checks: the know-your-business (KYB), know-your-customer (KYC), and identity verification processes conducted by GetYourGuide (or its designated service provider, including Persona Identities Inc.) in respect of Supplier and its beneficial owners, directors, authorized representatives, and any other individuals or entities as required by Applicable Law.

Exhibit B

Applicable if Supplier is established in the United States of America (including its territories and possessions).

The following clauses hereby replace the corresponding clause within, and are hereby incorporated into, the Agreement.

A12. Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST DATA, LOST PROFITS, LOST REVENUE OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE), AND WHETHER OR NOT THAT PARTY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY STATED HEREIN. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO: (i) SUPPLIER'S BREACH OF SECTION 4.4 (TAXES), SECTION 8.1 (SUPPLIER CONTENT), SECTION 13 (DATA PROTECTION), SECTION 15 (CONNECTIVITY), AND SECTION 16.8 (CONFIDENTIALITY), OR (ii) EITHER PARTY'S: (a) INDEMNIFICATION OBLIGATIONS UNDER SECTION 10 (INDEMNIFICATION), OR (b) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT FOR GETYOURGUIDE'S PAYMENT OBLIGATION PURSUANT TO SECTION 4.2, IN NO EVENT SHALL GETYOURGUIDE'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (WHEN AGGREGATED WITH GETYOURGUIDE'S LIABILITY FOR ALL OTHER CLAIMS ARISING OUT OF THIS AGREEMENT) EXCEED THE TOTAL AMOUNT OF COMMISSION EARNED BY GETYOURGUIDE HEREUNDER, OR FIFTY THOUSAND U.S. DOLLARS (US\$50,000), IF NO SUCH INCOME HAS BEEN EARNED. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING PROVISIONS REPRESENT A REASONABLE ALLOCATION OF RISK AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH PROVISIONS.

A16.2. Governing Law; Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States without regard to conflicts of laws principles. Any Dispute arising out of or relating to the Agreement will be resolved in accordance with this Section. Either Party may initiate the dispute resolution procedure of this Section by written notice of a Dispute to the other Party.

A16.2.1. Negotiations. In the event of any Dispute, the Parties agree to first attempt to resolve the matter through good faith negotiations. Each party will nominate an executive or other representative who will meet to try to resolve the Dispute. If the Parties are unable to resolve such Dispute within thirty (30) Business Days after such Dispute was first referred to them, either Party may submit the Dispute for resolution by mediation under Section A16.2.2.

A16.2.2. Mediation. Either Party may initiate the mediation process by giving notice in writing, requesting mediation, to the other party ("**Mediation Notice**"). The Parties shall submit the Dispute for mediation administered by the International Chamber of Commerce (the "**ICC**") under the ICC Mediation Rules ("**Mediation Rules**"). The Parties shall cooperate with each other and the ICC in selecting a neutral mediator; provided that if the Parties are unable to agree on a neutral mediator within fifteen (15) Business

Days after submission of the Mediation Notice, the Parties shall cause the ICC to appoint a neutral mediator on the Parties' behalf in accordance with the Mediation Rules. The mediation shall take place in New York, New York, United States and the language of the mediation shall be English. The Parties shall participate in such mediation in good faith after appointment of the mediator. The Parties shall bear equally the costs of any mediation, including any fees or expenses of the applicable mediator; provided that each Party shall bear its own costs in connection with participating in such mediation. If a resolution of the Dispute is not reached, either party may refer the Dispute to binding arbitration in accordance with the provisions of Clause A16.2.3 below.

A16.2.3. Arbitration. Any Dispute that the Parties are unable to resolve under Sections A16.2.1 or A16.2.2 shall be submitted for final and binding arbitration in accordance with this Section A16.2.3. Except as set forth in this Section, any Dispute shall be settled by arbitration: (i) before one neutral arbitrator appointed in accordance with the Arbitration Rules of the International Chamber of Commerce ("**ICC Rules**"), (ii) conducted in English, (iii) under the ICC Rules together with the IBA Rules on the Taking of Evidence in International Commercial Arbitration (1999) (the "**IBA Rules**") (where there is inconsistency between the ICC Rules and the IBA Rules, the IBA Rules shall prevail, but solely as regards the taking of evidence), and (iv) where (a) neither Party is permitted to make any application pursuant to 28 U.S.C. § 1782, (b) the arbitrator shall be empowered to award only those damages which are permitted in this Agreement, subject to any disclaimers or damages and liability limits set forth in this Agreement, and (c) the award rendered by the arbitrator shall include costs of the arbitration, reasonable attorneys' fees and reasonable costs for experts and other witnesses. The seat or place of arbitration shall be New York, New York, United States. THE PARTIES AGREE THAT ANY PROCEEDING, WHETHER IN MEDIATION, ARBITRATION OR IN COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. Notwithstanding the tribunal's power to rule on its own jurisdiction and the validity or enforceability of the agreement to arbitrate, the tribunal has no power to rule on the validity or enforceability of the agreement to arbitrate solely on an individual basis. Nothing in this Agreement shall be deemed to prevent either Party from seeking provisional relief from any court of competent jurisdiction, in order to protect that Party's Intellectual Property Rights.