

GDTs Booking.com BV v1014

These general delivery terms (the "**Terms**") form an integral part of the Accommodation Agreement (the "**Accommodation Agreement**" and together with the Terms, "**Agreement**") entered into between the Accommodation and Booking.com (each a "**Party**" and collectively the "**Parties**").

1. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following definitions apply throughout this Agreement, unless a contrary indication appears :

"**Best Price Guarantee**" means the guarantee issued by Booking.com (under this or any similar name) stating that Booking.com offers the best rate for a room and that no lower rate can be found online for the equivalent room with the same check-in and check-out dates and the same booking conditions.

"**Booking.com Platform**" means the website(s), apps, tools, platforms or other devices of Booking.com on which the Service is made available.

"**Customer Service**" means the customer service desk of Booking.com which can be reached at customer.service@booking.com or such other address as set out in this Agreement.

"**Direct Debit**" means the instruction given by the Accommodation to its bank such that Booking.com is authorized to collect the relevant amount under this Agreement directly from the bank account of the Accommodation.

"**Extranet**" means the online system which can be accessed by the Accommodation (after identification of the username and the password) through the website www.booking.com/hotelaccess, for uploading, changing, verifying, updating and/or amending the Accommodation Information (including rates, availability, rooms) and reservations.

"**Force Majeure Event**" means any of the following events affecting multiple Guests and multiple accommodations: act-of-God, volcanic eruptions, (natural) disaster, fire, (acts of) war, hostilities or any local or national emergency, invasion, compliance with any order or request of any national, provincial, port or other public authority, government regulation or intervention, military action, civil war or terrorism, (biological, chemical or nuclear) explosion, rebellion, riots, insurrection strikes, civil disorder (or the material or substantial threat or justified apprehension of any of the foregoing events), curtailment of transportation facilities, closing of airports or any other exceptional and catastrophic event, circumstance or emergency, making it impossible, illegal or preventing Guests from traveling to or staying at the Accommodation.

"**Guest**" means a visitor of the Platforms or a customer or guest of the Accommodation.

"**Intellectual Property Right**" means any patent, copyright, inventions, database rights, design right, registered design, trade mark, trade name, brand, logos, service mark, know-how, utility model, unregistered design or, where relevant, any application for any such right, know-how, trade or business name, domain name (under whatever extension, e.g. .com, .nl,

.fr, .eu, etc.) or other similar right or obligation whether registered or unregistered or other industrial or intellectual property right subsisting in any territory or jurisdiction in the world.

"**Platforms**" means the website(s), apps, tools, platforms and/or other devices of Booking.com and its affiliated companies and business partners on which the Service is (made) available.

"**Service**" means the online hotel reservation system of Booking.com through which accommodation providers can make their rooms available for reservation, and through which Guests can make reservations at such accommodation providers.

2. ACCOMMODATION OBLIGATIONS

2.1 Accommodation Information

2.1.1 Information provided by the Accommodation for inclusion on the Platforms shall include information relating to the Accommodation (including pictures, photos and descriptions), its amenities and services and the rooms available for reservation, details of the rates (including all applicable taxes, levies, surcharges and fees) and availability, cancellation and no-show policies and other policies and restrictions (the "**Accommodation Information**") and shall comply with formats and standards provided by Booking.com. The Accommodation Information shall not contain any telephone or fax numbers or e-mail (including Skype) address or social media website/app/platform (including Twitter and Facebook), with direct references to the Accommodation or its websites, apps, platform, tools or other devices, or to websites, apps, platform, tools or other devices of third parties. Booking.com reserves the right to edit or exclude any information on becoming aware that it is incorrect or incomplete or in violation of the terms and conditions of this Agreement.

2.1.2 The Accommodation represents and covenants that the Accommodation Information shall at all times be true, accurate and not misleading. The Accommodation is at all times responsible for a correct and up-to-date statement of the Accommodation Information, including additional availability of rooms for certain periods or any extraordinary (material adverse) events or situations (e.g. renovation or construction at or near the facility). The Accommodation shall update the Accommodation Information on a daily basis (or such more frequent basis as may be required) and may -at any time- change via the Extranet (i) the rate of its available rooms bookable, and (ii) the number or type of available rooms, subject to the Minimum Allocation (as defined below).

2.1.3 The information provided by the Accommodation for the Platforms shall remain the exclusive property of the Accommodation. Information provided by the Accommodation may be edited or modified by Booking.com and subsequently be translated into other languages, whereas the translations remain the exclusive property of Booking.com. The edited and translated content shall be for the exclusive use by Booking.com on the Platforms and shall not be used (in any way or form) by the Accommodation for any other distribution or sales channel or purposes. Changes to or updates of the descriptive information of the Accommodation are not allowed unless prior written approval has been obtained from Booking.com.

2.1.4 Unless Booking.com agrees otherwise, all changes, updates and/or amendments of the Accommodation Information (including rates, availability, rooms) shall be made by the

Accommodation directly and online through the Extranet or such other ways as Booking.com may reasonably indicate. Updates and changes in respect to pictures, photos and descriptions will be as soon as reasonably possible processed by Booking.com.

2.2 Parity and room restrictions

2.2.1 The Accommodation shall give Booking.com rate and availability parity ("**Parity**").

Rate Parity means the same or better rates for the same accommodation, same room type, same dates, same bed type, same number of guests, same or better restrictions and policies such as breakfast, reservation changes and cancellation policy as are available on the Accommodation's websites, apps or call centers (including the customer reservation system), or directly at the Accommodation, with any competitor of Booking.com (which includes any online or offline reservation or booking agency or intermediary) and/or with any other (online or offline) third party that is a business partner of or in any other way related with or connected to the Accommodation. Rate parity does not apply in respect to rates intended for a closed user group ("closed user group" means a group with defined limitations where membership is not automatic and where: (i) consumers actively opt in to become a member, (ii) any online or mobile interface used by closed user group members is password protected, (iii) closed user group members have completed a customer profile, and (iv) the consumer to which the rate is offered or made available has already made at least one prior booking as a member of the closed user group) provided that such rates are not (directly or indirectly) publicly (made) available. In the event that a closed user group rate is (directly or indirectly) publicly (made) available by the Accommodation, a (direct/indirect) competitor of Booking.com or on any third party (platform) (including any (meta-) search engine or price comparison website), Booking.com is entitled to rate parity for such rate.

Availability Parity means that the Accommodation shall provide Booking.com with such availability (i.e. rooms available for booking on the Platform) that is at least as favorable as that provided to any competitor of Booking.com (which includes any online or offline reservation or booking agency or intermediary) and/or with any other (online or offline) third party that is a business partner of or in any other way related with or connected to the Accommodation.

2.2.2 The restrictions and conditions (including the room price) for rooms made available for reservation on the Booking.com Platform shall at all times be in accordance with Clause 2.2.1 and make sense for all parties involved (including consumers).

2.2.3 Booking.com shall be entitled to give a discount on the room price - at its own costs up to the level of the Commission - to its closed user group members.

2.2.4 Within the spirit of this Agreement and subject at all times to the availability parity set out in Clause 2.2.1, the Accommodation is encouraged to provide Booking.com with fair access to all room types (including various policies and restrictions) and rates available during the term of the Agreement (during periods of low and high demand (including during fairs, congresses and special events)).

2.3 Commission

2.3.1 For each reservation made on the Platforms by a Guest for a Room, the Accommodation shall pay Booking.com a commission (the "**Commission**") calculated in accordance with Clause 2.3.2. Payment shall be made in accordance with Clause 2.4.

The aggregate Commission per reservation is equal to the multiple of (i) the number of nights stayed at the Accommodation by the Guest, (ii) the booked rate per room per night (excluding sales taxes and such other applicable national, governmental, provincial, state, municipal or local taxes or levies (the "**Taxes**")) and such other extras, fees and surcharges which are included in the offered rate at the time of booking of the room by a Guest on the Platforms (such as breakfasts, meals (half board or full board), bicycle rental, late check-out/early check-in fees, extra person charges, resort fees, roll-away beds, theater tickets, service fees, etc.), (iii) the number of booked rooms by the Guest, and (iv) the relevant Commission percentage set out in the Agreement (plus VAT/taxes (if applicable)). For the avoidance of doubt, in the event of payment of the room price by the Guest to the Accommodation in accordance with Clause 4.4 (Booking.com Managed Payment Model), Booking.com shall calculate the Commission in the event of no-show or cancellation in accordance with Clause 4.4.8. In all other events, Commission will be charged in the event of overbooking or a no-show (unless the Accommodation has notified Booking.com of the relevant no-show within 2 business days after the scheduled date of arrival of the Guest) or a charged cancellation (cancellation in violation of the free cancellation policy of the Accommodation) and shall be calculated in accordance with the confirmed booking.

2.3.3 Unless otherwise agreed upon in the Agreement, the rate shown to Guests on the Platforms shall be inclusive of VAT, sales tax, charges and all such other (national, governmental, provincial, state, municipal or local) taxes, fees, charges or levies (to the extent that such other taxes, fees and levies can be reasonably calculated up front without further information).

2.3.4 In the event that pursuant to (amendment or entering into force of) the applicable law, rules and legislation applicable to the Accommodation, the rates must be shown to Guests inclusive of sales tax and all such other (national, governmental, provincial, state, municipal or local) taxes, fees or levies, the Accommodation shall adjust the rates through the Extranet in accordance with the terms of Clause 2.1.2 and 2.1.4 as soon as possible, but in any event within 5 business days after (i) amendment or entering into force of the relevant law, rules and legislation in this respect applicable to such Accommodation, or (ii) notification thereof by Booking.com.

2.3.5 The Extranet shows details of all reservations made at the Accommodation through the Platforms and the corresponding Commission. On the 1st day of each month, an online reservation statement (the "**Online Reservation Statement**") is available on the Extranet showing the reservations of all Guests whose date of departure fell in the previous month.

2.4 Payment of Commission

2.4.1 Commission for bookings in a calendar month that contains the (scheduled) departure date of the Guest in such month will be invoiced (save for free cancellations made through Booking.com and in accordance with the cancellation policy of the Accommodation) and paid in the subsequent month in accordance with the following terms:

(a) Invoices are processed on a monthly basis and shall be sent to the Accommodation by mail, fax or e-mail.

(b) The Commission invoiced with respect to a month shall be paid by the Accommodation within 14 days from the invoice date.

(c) Payment shall be made by the Accommodation directly to Booking.com by means of Direct Debit, or in case this is not available in the banking system of the bank where the payment is made from, by wire transfer (to such bank account as identified by Booking.com) or insofar the Accommodation is using the Booking.com Managed Payment Model by means of settlement pursuant to Clause 4.4. For the avoidance of doubt, other means of payment (such as by check or via "payment agencies") cannot be processed by Booking.com and therefore will not be accepted. The Accommodation shall bear all costs as charged by the banks for the transfer of the funds.

(d) All Commission payments to be made under this Agreement shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority. If the Accommodation is compelled to make any such deduction or withholding, it will pay to Booking.com such additional amounts as are necessary to ensure receipt by Booking.com of the full (net) amount as set out in the invoice which Booking.com would have received but for the deduction. The Accommodation is responsible and liable for the payment and remittance of any taxes, levies, imports, duties, charges, fees and withholdings over and above the full (net) Commission payment due from the Accommodation to Booking.com.

(e) The commission invoiced with respect to a month shall be paid by the Accommodation in the relevant currency (and if applicable at the exchange rate) as specified in the invoice. Booking.com may at its sole discretion prepare invoices either in a major currency (e.g. EUR/USD) or the relevant local currency of the Accommodation and subsequently convert the relevant final amount in the local currency or a major currency on the basis of the exchange rate of the last day of the relevant month for which the invoice is issued (and not on the day of check-out). The exchange rate used shall be the interbank rate (closing rate as of 4 P.M. EST) as used or promulgated by major international financial banks or service companies from time to time selected by Booking.com.

2.4.2 The Accommodation is responsible for withholding and reporting relevant taxes (i.e. mentioned above in 2.4.1 under d) applicable to the Commission due to [Booking.com](https://www.booking.com) according to the relevant tax regulations and the practices and requests of the tax authorities. The Accommodation shall bear and be responsible for the payment and remittance of the taxes applicable to the Commission (payments) and the associated late payment interests and penalties imposed by the tax authority for failing to withhold and report any taxes applicable to the Commission. If required, the Accommodation shall be solely responsible to negotiate and agree with the relevant tax authorities on the tax treatments of the Commission (payments). The Accommodation shall upon first request of Booking.com provide Booking.com with (scanned/photo-) copies of tax payment certificates/tax exemption certificates upon each remittance of the Commission.

The Accommodation represents and covenants that it is duly registered with all relevant tax authorities (including applicable statutory (local) revenue collection authorities) as a hotel or other accommodation provider.

2.4.3 In the event of a dispute between Booking.com and the Accommodation (e.g. on the amount of the Commission), any undisputed amount of the Commission will be paid in accordance with the terms of this Agreement, notwithstanding the status or nature of the dispute.

2.4.4 In the case of late payment, Booking.com reserves the right to claim statutory interest, to suspend its service under the Agreement (e.g. by suspending the Accommodation from the Platforms), and/or to ask for a bank guarantee or other form of financial security from the Accommodation.

2.4.5 The Accommodation shall upon first request of Booking.com pay a deposit the amount of which shall be at least equal to the sum of the 3 highest invoices of operations with Booking.com or such other amount as determined by Booking.com at its discretion (the "**Deposit**"). The Deposit will be held by Booking.com as a security for performance of the (payment) obligations of the Accommodation under the Agreement. Upon termination of this Agreement, the Deposit, or any balance thereof after deducting outstanding Commission, shortfall payments and other costs due to Booking.com will be repaid to the Accommodation within 30 days after settlement in full of the outstanding obligations and liabilities (including the payment of the outstanding Commission). Upon first request of Booking.com, the Accommodation shall pay as further Deposit such additional amount as requested by Booking.com if the outstanding Commission exceeds the Deposit or if the Accommodation frequently fails to pay the Commission when due. At any point during the term of the Agreement, Booking.com will monitor the (payment) performance of the Accommodation and may decide to repay the Deposit to the Accommodation after review (using criteria at the discretion of Booking.com). The amount of the Deposit shall in no way limit or cap the liability of the Accommodation under this Agreement. The Deposit shall not bear any interest.

2.5 Reservation, Guest Reservation, complaints and Best Price Guarantee

2.5.1 When a reservation is made by a Guest on the Platform, the Accommodation shall receive a confirmation for every reservation made via Booking.com, which confirmation shall include the date of arrival, the number of nights, the room type (including smoking preference (if available)), the room rate, the Guest's name, address and credit card details (collectively "**Customer Data**") and such other specific request(s) made by the Guest. Booking.com is not responsible for the correctness and completeness of the information (including credit card details) and dates provided by Guests and Booking.com is not responsible for the payment obligations of the Guests relating to their (online) reservation. For the avoidance of doubt, the Accommodation shall on a regular basis (but at least on a daily basis) check and verify on the Extranet (the status of) the reservations made.

2.5.2 By making a reservation through the Platforms a direct contract (and therefore legal relationship) is created solely between the Accommodation and the Guest (the "**Guest Reservation**").

2.5.3 The Accommodation is bound to accept a Guest as its contractual party, and to handle the online reservation in compliance with the Accommodation Information (including rate) contained on the Platforms at the time the reservation was made and the reservation confirmation, including any supplementary information and/or wishes made known by the Guest.

2.5.4 Other than the fees, extras and (sur-)charges as set out in the confirmed booking, the Accommodation shall not charge the customer any transaction/administration fee or charge for the use of any payment method (e.g. credit card charge).

2.5.5 Complaints or claims with respect to (the products or service offered, rendered or provided by) the Accommodation or specific requests made by Guests are to be dealt with by the Accommodation, without mediation by or interference of Booking.com. Booking.com is not responsible for and disclaims any liability with respect to such claims from the Guests. Booking.com may at all times and at its sole discretion (a) offer customer (support) services to a Guest, (b) act as intermediate between the Accommodation and a Guest, (c) provide -at the costs and expenses of the Accommodation- alternative accommodations of an equal or better standard in the event of an overbooking or other material irregularities or complaints with respect to the Accommodation, or (d) otherwise assist a Guest in its communication with or actions against the Accommodation.

2.5.6 In the event of a valid claim of a Guest under the Best Price Guarantee, Booking.com shall promptly notify the Accommodation of such claim and provide the Accommodation with the relevant details of the claim. The Accommodation shall immediately adjust -to the extent applicable- the rate(s) made available at the Booking.com Platform such that the lower rate is available for further booking(s). Furthermore, the Accommodation shall immediately adjust the rate in the reservation made by the relevant Guest in its administration. Upon check-out of the Guest, the Accommodation shall offer the room for the lower rate and shall either (i) settle the difference between the booked rate and the lower rate by charging the Guest for the lower rate, or (ii) refund (in cash) to the Guest the difference between the two rates.

2.6 Overbooking and cancellation

2.6.1 The Accommodation shall provide the rooms booked and in the event that the Accommodation is not able to meet its obligations under this Agreement for any reason whatsoever, the Accommodation shall promptly inform Booking.com via Customer Service (customer.service@booking.com; whereas the subject line of each e-mail shall state "overbooking"). Unless Booking.com has arranged alternative accommodations (to be verified by the Accommodation with Booking.com), the Accommodation will use its best endeavors to procure alternative arrangements of equal or superior quality at the expense of the Accommodation and in the event that no Room is available on arrival, the Accommodation will:

(a) find suitable alternative accommodations of an equal or better standard to the Accommodation holding the Guest's guaranteed booking;

(b) provide free private transportation to the alternative accommodations for the Guest and other members of the Guest's party who are listed in the Guest's guaranteed booking, and

(c) reimburse and compensate Booking.com and/or the Guest for all reasonable costs and expenses (e.g. costs of alternative accommodations, transportation, telephone costs) made, suffered, paid or incurred by the Guest and/or Booking.com due to or caused by the overbooking. Any amount charged by Booking.com in this respect shall be paid within 14 days after receipt of the invoice.

2.6.2 The Accommodation is not allowed to cancel any online reservation.

2.6.3 Cancellations made by Guests before the time and date beyond which a cancellation fee applies will not attract commission. Cancellations made by Guests after the time and date beyond which a cancellation fee applies will attract commission in accordance with the terms of this Agreement.

2.7 Credit Card guarantee

2.7.1 Save for reservations paid through Booking.com Managed Payment Model (in which event this Clause 2.7 is not applicable), Guarantee of the booking is based on the credit card details provided by the Guest or the person responsible for the booking. The Accommodation shall at all times accept all major credit cards (including Master Card, Visa and American Express) for guarantee of a booking. The Accommodation is responsible for the verification of the validity of these credit card details, the (pre-) authorization of the credit card and the limit of credit on the date of the overnight stay(s) booked. The Accommodation shall, upon receipt of a booking, promptly verify and pre-authorize the credit card. If the credit card offers no guarantee, the Accommodation will immediately notify Booking.com, which subsequently invites the Guest to guarantee the booking in an alternative manner. If the Guest is unable or unwilling to do this, Booking.com may cancel the booking upon request of the Accommodation. If the credit card (or any alternative guarantee made by the Guest) is not effective or valid for any reason, this shall always be at the risk and for the account of the Accommodation. Bookings which are canceled by Booking.com pursuant to this Clause 2.7.1 will not attract any Commission.

2.7.2 The Accommodation which wishes to take payment from the credit card before the date of check-in must ensure that the up-front payment condition (including the (special) rate restrictions, terms and conditions for or connected with such prepayment) are clearly explained to Guests in the information made available to the Guest prior to making a reservation and included in the Accommodation Information.

2.7.3 The Accommodation shall be responsible for charging the Guest for the consumed stay, no-show fee or charged cancellation (including applicable Taxes for which the Accommodation shall be liable and remit to the relevant tax authorities). Credit cards shall be charged in the same currency as set out in the reservation of a Guest. To the extent that this is not possible, the Accommodation may charge the credit card of the Guest in a different currency with a reasonable and fair exchange rate.

2.7.4 In the event of offering rooms for cash payment only, no credit card details will be made available by Booking.com to the Accommodation as guarantee for the booking.

2.8 Security of Credit Card Data

2.8.1 The Accommodation is required to comply, and to have its service providers comply on an ongoing basis, with the requirements, compliance criteria and validation processes as set forth in the Payment Card Industry ("PCI") Data Security Standard as promulgated from time to time by the major credit card companies.

2.8.2 The Accommodation acknowledges that it is responsible for the security of cardholder data it processes within the context of this Agreement and Booking.com acknowledges that it is responsible for the security of cardholder data it processes within the context of this Agreement.

2.9 Direct marketing to Guests

The Accommodation agrees not to specifically target Guests that have been obtained via Booking.com in either online or offline marketing promotions or solicited or unsolicited mail.

2.10 Extranet

Booking.com will provide the Accommodation with a user ID and password which allows the Accommodation to access the Extranet. The Accommodation shall safeguard and keep the user ID and password confidential and safely stored and not disclose it to any person other than those who need to have access to the Extranet. The Accommodation shall immediately notify Booking.com of any (suspected) security breach or improper use.

2.11 Force Majeure Event

In the event of a Force Majeure Event, the Accommodation shall not charge (and shall repay (if applicable)) the Guests affected by the Force Majeure Event any fee, costs, expenses or other amount (including the (non-refundable) rate or the no-show, (change of) reservation or cancellation fee) for (i) any cancellation or change of the reservation made by the Guests, or (ii) that part of the reservation that was not consumed, due to the Force Majeure Event. In the event of reasonable and justified doubt, the Accommodation may ask a Guest to provide reasonable evidence of the causality between the Force Majeure Event and cancellation, no-show or change of reservation (and provide Booking.com, upon request, with a copy of such evidence). In order for Booking.com to register any cancellation, no-show or amendment of the reservation due to a Force Majeure Event, the Accommodation shall inform Booking.com within 2 business days after (a) the scheduled check-out date of the no-show or cancellation, or (b) check-out, the number of days actually stayed. Booking.com will not charge any commission in the event of a registered no-show or cancellation or over that part of the booking which is not consumed due to the Force Majeure Event.

3. LICENSE

3.1 The Accommodation hereby grants Booking.com a non-exclusive, royalty free and worldwide right and license (or sublicense as applicable):

(a) to use, reproduce, have reproduced, distribute, sublicense, communicate and make available in any method and display those agreed upon elements of the Intellectual Property Rights of the Accommodation as provided to Booking.com by the Accommodation pursuant to this Agreement and which are necessary for Booking.com to exercise its rights and perform its obligations under this Agreement;

(b) to use, reproduce, have reproduced, process, distribute, sublicense, display and utilize (including without limitation to publicly perform, modify, adapt, communicate, reproduce, copy and make available to the public in any manner whatsoever) the Accommodation Information.

3.2 Booking.com may sublicense, make available, disclose and offer the Accommodation Information (including the relevant Intellectual Property Rights) of the Accommodation and special offers made available by the Accommodation on the Platforms and all such further rights and licenses set out in this Agreement via or in collaboration with (the websites, apps, platform, tools or other devices of) affiliated companies and/or third parties (the "**Third Party Platforms**").

3.3 In no event shall Booking.com be liable to the Accommodation for any acts or omissions on the part of any Third Party Platforms. The sole remedy for the Accommodation with respect to such Third Party Platforms is (i) to request Booking.com (which has the right and not the obligation) to disable and disconnect with such Third Party Platform, or (ii) termination of this Agreement, all in accordance with the terms of this Agreement.

4. RANKING, GUEST REVIEWS AND MARKETING AND BOOKING.COM MANAGED PAYMENT MODEL

4.1 Ranking

4.1.1 The order in which the Accommodation is listed on the Platforms (the "**Ranking**"), is determined automatically and unilaterally by Booking.com. Ranking is based on and influenced by various factors, including but not limited to the commission percentage (to be) paid by the Accommodation, the minimum availability stated by the Accommodation, the number of bookings related to the number of visits to the relevant Accommodation's page on the Platform (the "**Conversion**"), the volume realized by the Accommodation, the ratio of cancellations, the guest review scores, the customer service history, the number and type of complaints from Guests and the on-time payment record of the Accommodation.

4.1.2 The Accommodation has the ability to influence its own ranking by changing the commission percentage and availability for certain periods, and continuously improving the other factors. The Accommodation shall not make any claim against Booking.com regarding the Ranking of Accommodation; the Ranking system is automated. The automated Ranking (as defined hereafter) system uses on-time payment as a factor so failure to pay Commissions on time will result in a lower Ranking.

4.2 Guest reviews

4.2.1 Guests who have stayed at the Accommodation will be asked by Booking.com to comment on their stay at the Accommodation and to provide a score for certain aspects of their stay.

4.2.2 Booking.com reserves the right to post these comments and scores on the Platforms. The Accommodation acknowledges that Booking.com is a distributor (without any obligation to verify) and not a publisher of these comments.

4.2.3 Booking.com gives its best effort to monitor and review Guest reviews with respect to obscenities or the mention of an individual's name. Booking.com reserves the right to refuse, edit or remove unfavorable reviews in the event that such reviews include obscenities or mention an individual's name.

4.2.4 Booking.com will not enter into any discussion, negotiation or correspondence with the Accommodation with respect to (the content of, or consequences of the publication or distribution of) the Guest reviews.

4.2.5 Booking.com shall not have and disclaims any liability and responsibility for the content and consequences of (the publication or distribution of) any comments or reviews howsoever or whatsoever.

4.2.6 The guest reviews are for exclusive use by Booking.com and can be made available on such Platforms as from time to time made available by Booking.com. Booking.com exclusively retains ownership of all rights, title and interest in and to (all intellectual property rights of) the guest reviews and the Accommodation is not entitled to (directly or indirectly) publish, market, promote, copy, scrape, (hyper-/deep)link to, integrate, obtain, utilize, combine, share or otherwise use the guest reviews without prior written approval of Booking.com.

4.3 (Online) marketing and PPC advertising

4.3.1 Booking.com is entitled to promote the Accommodation using the Accommodation's name(s) in online marketing, including e-mail marketing and/or pay-per-click (PPC) advertising. Booking.com runs online marketing campaigns at its own costs and discretion.

4.3.2 The Accommodation is aware of the working methods of search engines, such as spidering of content and ranking of URLs. Booking.com agrees that if the Accommodation becomes aware of behavior by Third Party Platforms that breaches the Accommodation's Intellectual Property Rights, then the Accommodation will notify Booking.com in writing with details of the conduct and Booking.com will use its commercially reasonable endeavors to ensure that the relevant third party takes steps to remedy the breach.

4.3.3 The Accommodation agrees not to specifically target the Booking.com brand directly through keyword purchases that use Booking.com's Intellectual Property Rights.

4.4 Booking.com Managed Payment Agency Model

4.4.1 The Accommodation agrees and acknowledges that Booking.com may - from time to time and in certain jurisdictions and for certain properties - offer and facilitate (alternative) payment methods (managed by Booking.com or other third party) (each a "**Booking.com Managed Payment Agency Model**") for the (pre-/down) payment of the Room Price (as defined below) by Guests through a third party payment processor (as from time to time engaged by Booking.com; the relevant party processing the payment hereafter the "**Payment Processor**") to the Accommodation pursuant to which (as available) bank transfer, credit card payments or other forms of online payment can be made and processed through the payment platform of the Payment Processor for and on behalf of the Accommodation.

4.4.2 The Accommodation agrees and acknowledges that for each reservation, the relevant total amount of the reservation (including all applicable Taxes, fees, extras and add-ons made or included during the reservation process (e.g. breakfast) to the extent disclosed to Booking.com by the Accommodation (unless indicated otherwise by Booking.com)) will be collected and processed by the Payment Processor (the relevant amount hereafter the "**Room Price**") in accordance with the applicable payment policy of the Accommodation for the relevant reservation and disclosed on the Platform.

4.4.3 The Accommodation agrees and acknowledges that Booking.com may from time to time use and utilize the Booking.com Managed Payment Agency Model (including other (online) payment methods such as virtual credit cards) for (i) (pre-/down) payment of the Room Price by the Guest to the Accommodation through the Payment Processor, and (ii) settlement and payment of the due and outstanding Commission by setting off the due and outstanding Commissions and such other amounts due by the Accommodation to Booking.com (including the fee and costs for the collection, transfer, conversion and pay out of the relevant funds) with the total amount of all the Room Prices processed at any time through the Payment Processor. Insofar there are insufficient funds to settle and pay all amounts due to Booking.com, Booking.com shall be entitled to collect the relevant deficit by means of Direct Debit (if available) or the Accommodation shall upon first request of Booking.com pay the relevant deficit to such bank account as from time to time identified by Booking.com.

4.4.4 The Accommodation agrees and acknowledges that it is responsible at all times for the collection, remittance, withholding and payment to the relevant (tax) authorities (as applicable) of the relevant Taxes, (sur)charges, extras and fees over the Room Price (including the relevant Taxes, (sur)charges, extras, amounts and fees not included in the Room Price) and remittance, withholding and payment (as applicable) of the Taxes over the Commission, to the relevant tax authorities. Unless Booking.com has indicated that certain Taxes, fees, charges add-ons (e.g. breakfast) or other amounts are not included in the Room Price (the "Excluded Elements"), the Accommodation shall not further charge, request payment of or collect any amount from the Guest that has not already been included in the Room Price (save for the Excluded Elements (if applicable)).

4.4.5 In order to transfer the relevant collected amount (after deducting and set-off with the due and outstanding Commissions and such other amounts due to Booking.com), the Accommodation shall provide Booking.com with the relevant bank details to which the relevant amount shall be paid. Payment of the relevant collected Room Price shall be made approximately 2 weeks before the relevant check-in date to which the Room Price is related (the "**Payment Date**") or such later date insofar the Payment Processor has not collected the full amount of the Room Price, in which event payment shall be made within approximately 5 business days upon receipt of the full amount of the Room Price (unless indicated otherwise by Booking.com). The Accommodation acknowledges that the first payment shall only be made upon materialization of the first reservation. The Accommodation accepts and acknowledges that due to fluctuating currency exchange rates and costs/fees charged by banks, credit card companies and other intermediaries (for the collection, processing and paying the relevant funds), there may be differences between Room Price (as uploaded by the Accommodation in the system), the collected amount and the amount paid to the Accommodation. The Accommodation shall bear the currency exchange risk and the costs and fees as charged by the credit card companies and banks for the collection, transfer, payment and conversion of the Room Price; whereas Booking.com shall charge the

Accommodation a fee as set out in the Extranet for the Booking.com Managed Payment Agency Model services to cover the costs and fees. The funds held by the Payment Processor or any other party for and on behalf of the Accommodation will not bear any interest.

4.4.6 In the event of a chargeback, or an unsuccessful charge or collection of (all or part of) the Room Price (which shall be at the Accommodation's risk and account), Booking.com shall use commercially reasonable efforts to ask the Guest to provide an alternative payment method. If the Guest is unable or unwilling to do this or in the event of a chargeback, Booking.com reserves the right to (a) cancel the reservation and promptly inform the Accommodation accordingly, or (b) inform the Accommodation and cancel the reservation upon the Accommodation's request. In the event of a cancellation, the Commission shall be charged in accordance with Clause 4.4.8. The Accommodation agrees and acknowledges that Booking.com shall use commercially reasonable efforts to procure that the Room Price shall be collected in accordance with the relevant payment policy of the reservation disclosed on the Platform, but Booking.com shall be under no obligation whatsoever or howsoever to collect (in or outside court) or pay the Room Price (or any interest or collection fee) insofar the collection cannot be (in whole or in part) successfully made by the Payment Processor upon making the reservation or any subsequent due date for payment of the remaining amount under the offered (down) payment policy (if applicable). Any failure of collection, or any refund or chargeback of (all or part of) the Room Price (each a "**Payment Issue**") shall be for the risk and account of the Accommodation and in the event of a Payment Issue, the Accommodation waives its right to claim payment of (the remaining part of) the Room Price from Booking.com or the Payment Processor. Insofar a Guest has made a chargeback, or if Booking.com is required by law, court order, (semi) governmental instruction or orders, arbitral decision (or similar ruling), subpoena or cancellation policy to make a refund, of all or part of the Room Price, Booking.com reserves the right to claim from the Accommodation repayment of such amount (re)paid to Guest (and received by the Accommodation).

4.4.7 Insofar the Accommodation agrees to a refund of a wholly or partly paid non-refundable Room Price (or part thereof), Booking.com shall be entitled to settle the relevant amount paid to the Guest with other amounts collected by the Payment Processor or - if requested by the Accommodation and approved by Booking.com - the relevant amount shall be paid and transferred to Booking.com within 14 days upon approval by Booking.com.

4.4.8 In the event of a no-show or cancellation, Booking.com shall be entitled to charge commission over the relevant amount of the room price collected and transferred to the Accommodation. In the event of an overbooking, the Commission shall be calculated in accordance with Clause 2.3.2.

4.4.9 The Accommodation shall only issue an invoice to the Guest for the full amount of the reservation (and provide such Guest upon his/her first request with an invoice) for the full amount of the reservation (including or plus (as required by applicable laws) of all applicable Taxes, surcharges and fees). The Accommodation shall not invoice (or send an invoice to) Booking.com for the reservation or stay.

5. REPRESENTATIONS AND WARRANTIES

5.1 The Accommodation represents and warrants to Booking.com that for the term of this Agreement:

(i) the Accommodation has all necessary rights, power and authority to use, operate, own (as applicable), (sub)license and have Booking.com make available on the Platforms (a) the relevant accommodations, and (b) the Intellectual Property Rights with respect to, as set out or referred to in the Accommodation Information made available on the Platforms;

(ii) the Accommodation holds and complies with all permits, licenses and other governmental authorizations and requirements necessary for conducting, carrying out and continuing its operations and business and making the Accommodation available on the Platforms for reservation (including for short-term stay);

(iii) the price for the rooms advertised on the Platforms correspond to the best available price for an equivalent stay with the Accommodation and a better price cannot be obtained by a Guest making a reservation with the Accommodation directly or via another (third) party or via another medium or channel; and

(iv) the Accommodation and its directors and (direct, indirect and ultimate (beneficial)) owners (and their directors) are not in any way connected to, part of, involved in or related to or under the control, management or ownership of:

(a) terrorists or terrorist organizations;

(b) parties/persons (i) listed as (special) designated nationals/entities or blocked person/entities, or (ii) otherwise subject to trade embargo, or financial, economic and trade sanctions, and

(c) parties/persons guilty of money laundering, bribery, fraud or corruption.

The Accommodation shall immediately notify Booking.com in the event of a breach of this Clause 5.1 paragraph (iv).

5.2 Each Party represents and warrants to the other Party that for the term of this Agreement:

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

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

(iii) this Agreement constitutes legally valid and binding obligations of that Party in accordance with its terms, and

(iv) each Party shall comply with all applicable governmental laws, codes, regulations, ordinances and rules of the country, state or municipality under which law the relevant Party is incorporated with respect to the products (to be) offered and/or services (to be) rendered by such Party.

5.3 Except as otherwise expressly provided in this Agreement, neither Party makes any representations or warranties, express or implied, in connection with the subject matter of this Agreement and hereby disclaims any and all implied warranties, including all implied

warranties of merchantability or fitness for a particular purpose regarding such subject matter.

5.4 Booking.com disclaims and excludes any and all liability with respect to the Accommodation which is related to any (temporary and/or partial) breakdown, outages, downtime, interruption or unavailability of the Platforms, the Service and/or the Extranet.

6. INDEMNIFICATION AND LIABILITY

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

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

6.2 The Accommodation shall fully indemnify, compensate and hold Booking.com (or its directors, officers, employees, agents, affiliated companies and subcontractors) harmless for and against any liabilities, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), damages, losses, obligations, claims of any kind, interest, penalties and legal proceedings paid, suffered or incurred by Booking.com (or its directors, officers, agents, affiliated companies and subcontractors) in connection with:

- (i) all claims made by Guests concerning inaccurate, erroneous or misleading information of the Accommodation on the Platforms;
- (ii) all claims made by Guests concerning or related to a stay at the Accommodation, overbooking or (partly) canceled or wrong reservations or repayment, refund or chargeback of the Room Price;
- (iii) to the extent that any claims under or pursuant to the Best Price Guarantee are not settled between the Guest and the Accommodation upon check-out of the Guest (by payment of the lower rate), all claims made by Guests regarding or pursuant to the Best Price Guarantee;
- (iv) all other claims from Guests which are wholly or partly attributable to or for the risk and account of the Accommodation (including its directors, employees, agents, representatives and the premises of the Accommodation) (including claims related to (lack of) services provided or product offered by the Accommodation) or which arise due to tort, fraud, willful misconduct, negligence or breach of contract (including the Guest Reservation) by or attributable to the Accommodation (including its directors, employees, agents, representatives and the premises of the Accommodation) with respect to a Guest or its property; and

(v) all claims against Booking.com in relation to or as a result of the failure of the Accommodation to (a) properly register with relevant tax authorities, or (b) pay, collect, remit or withhold any applicable Taxes, fees and (sur)charges levied or based on the services or other charges hereunder in the relevant jurisdiction (including room price and commission payments).

6.3 Except as otherwise provided for in this Agreement, the maximum liability of one Party to any other party in aggregate for all claims made against such party under or in connection with this Agreement in a year shall not exceed the aggregate commission received or paid by such Party in the preceding year or EUR 100,000 (whichever is higher), unless in the event of tort, fraud, willful misconduct, gross negligence, deliberate non-disclosure or deliberate deception on the part of the liable Party (i.e. the Indemnifying Party), in which event the limitation of liability is not applicable for such liable party. Parties agree and acknowledge that none of the limitations of liability set out in Clause 6 shall apply to any of the indemnifications with respect to third-party claims (e.g. claims from Guests as described in 6.2) or third-party liabilities.

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

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

6.6 Each Party acknowledges that remedies at law may be inadequate to protect the other Party against any breach of this Agreement and, without prejudice to any other rights and remedies otherwise available to the other Party, each Party will be entitled to injunctive relief and specific performance.

7. TERM, TERMINATION AND SUSPENSION

7.1 Unless agreed otherwise, this Agreement shall commence on the date hereof for indefinite period of time. Each Party may terminate this Agreement at any time and for any reason, by written notice to the other Party with due observance of a notice period of 14 days.

7.2 Each Party may terminate this Agreement (and close the Accommodation on the Platforms) or suspend this Agreement with respect to the other Party, with immediate effect and without a notice of default being required in case of:

(a) a material breach by the other Party of any term of this Agreement (e.g. delay of payment, insolvency, breach of rate parity guarantee, the provision of wrong information or receipt of a significant number of Guest complaints); or

(b) (filing or submission of request for) bankruptcy or suspension of payment (or similar action or event) with respect to the other Party.

7.3 Any notice or communication by Booking.com of "closure" ("close", "closed") of the Accommodation on the website (or similar wording) shall mean termination of the Agreement. After termination, suspension or closure, the Accommodation shall honor outstanding reservations for Guests and shall pay all commissions (plus costs, expenses, interest if applicable) due on those reservations in accordance with the terms of this Agreement.

7.4 The following events shall in any event be regarded as a material breach and entitle Booking.com to immediately terminate (close) or suspend the Agreement (without a notice of default):

(i) the Accommodation fails to pay Commission on or before the due date;

(ii) the Accommodation posts incorrect or misleading Accommodation Information on the Extranet;

(iii) the Accommodation fails to maintain Information on the Extranet resulting in overbookings at the Accommodation;

(iv) the Accommodation fails to accept a reservation at the price shown on a reservation;

(v) the Accommodation overcharges one or more guests;

(vi) the Accommodation charges a guest's credit card prior to arrival of the guest without an express agreement from the guest (a guest provides express agreement if they select a non-refundable or an advance-purchase room type);

(vii) Booking.com receives one or more legitimate and serious complaint(s) from one or more guest(s) who made reservations with the Accommodation;

(viii) misuse of the Guest review process through any behavior that results in a review appearing on the Platforms that is not an honest expression of a real stay by a real guest at the Accommodation;

(ix) inappropriate, unlawful or unprofessional behavior towards guests or Booking.com staff;
or

(x) any (alleged) safety, privacy or health issues or problems with respect to the Accommodation or its facilities (the Accommodation shall at its own costs and upon first request of Booking.com deliver the relevant permits, licenses, certificates or such statements issued by an independent expert evidencing and supporting its compliance with applicable (privacy, safety and health) laws and legislation).

7.5 Upon termination and except as set out otherwise, this Agreement shall absolutely and entirely terminate with respect to the terminating Party and cease to have effect without prejudice to the other Party's rights and remedies with respect to an indemnification or a breach by the other (terminating) Party of this Agreement. Clauses 2.4, 6, 8, 9 and 10 shall survive termination.

8. BOOKS AND RECORDS

8.1 The systems, books and records of Booking.com (including Extranet, the Online Reservation Statement, faxes and/or e-mails) shall be considered conclusive evidence of the existence and receipt by the Accommodation of the reservations made by the Guest and the amount of the commission of the Accommodation or damages or costs due to Booking.com under this Agreement, unless the Accommodation can provide reasonable and credible counter-evidence.

8.2 The Accommodation shall upon first request of Booking.com fully cooperate and assist Booking.com with (and disclose all reasonably requested information with respect to) the identification of the (ultimate) owner, manager and/or controller of the Accommodation.

9. CONFIDENTIALITY

9.1 Parties understand and agree that in the performance of this Agreement, each Party may have access to or may be exposed to, directly or indirectly, confidential information of the other party (the "**Confidential Information**"). Confidential Information includes Customer Data, transaction volume, marketing and business plans, business, financial, technical, operational and such other non-public information that either a disclosing party designates as being private or confidential or of which a receiving party should reasonably know that it should be treated as private and confidential.

9.2 Each Party agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party and receiving party shall not use any Confidential Information for any purpose except in furtherance of this Agreement; (b) it shall maintain, and shall use prudent methods to cause its employees, officers, representatives, contracting parties and agents (the "**Permitted Persons**") to maintain, the confidentiality and secrecy of the Confidential Information; (c) it shall disclose Confidential Information only to those Permitted Persons who need to know such information in furtherance of this Agreement; (d) it shall not, and shall use prudent methods to ensure that the Permitted Persons do not, copy, publish, disclose to others or use (other than pursuant to the terms hereof) the Confidential Information; and (e) it shall return or destroy all ((hard and soft) copies of) Confidential Information upon written request of the other Party.

9.3 Notwithstanding the foregoing, (a) Confidential Information shall not include any information to the extent it (i) is or becomes part of the public domain through no act or omission on the part of the receiving party, (ii) was possessed by the receiving party prior to the date of this Agreement, (iii) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto, or (iv) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, and (b) nothing in this Agreement shall prevent, limit or restrict a Party from disclosing this Agreement (including any technical, operational, performance and financial data (but excluding any Customer Data)) in confidence to an affiliated (group) company.

9.4 Parties shall use commercially reasonable efforts to safeguard the confidentiality and privacy of Customer Data and to protect it from unauthorized use or release. Each party agrees to comply with all applicable (data and privacy) laws, rules and regulations of the jurisdiction where such Party is incorporated (including (if applicable) Directives 95/46/EC and 2002/58/EC (as amended) on the processing of personal data and the protection of privacy).

10. MISCELLANEOUS

10.1 Neither party shall be entitled to assign, transfer, encumber any of its rights and/or the obligations under this Agreement without the prior written consent of the other party, provided that Booking.com may assign, transfer, encumber any of its rights and/or the obligations under this Agreement (in whole or in part or from time to time) to an affiliated company without the prior written consent of the Accommodation. Any assignment or transfer by the Accommodation shall not relieve the assignor of its obligations under the Agreement.

10.2 All notices and communications must be in English, in writing, and sent by facsimile, e-mail or nationally recognized overnight air courier to the applicable facsimile number or address set out in the Agreement.

10.3 This Agreement (including the schedules, annexes and appendixes, which form an integral part of this Agreement) constitutes the entire agreement and understanding of the Parties with respect to its subject matter and replaces and supersedes all prior agreements, arrangements, ((non-) binding) offers, undertakings or statements regarding such subject matter (including vis-à-vis the Accommodation).

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

10.5 Except as set out otherwise in this Agreement, this Agreement shall be exclusively governed by and construed in accordance with the laws of the Netherlands. Except as set out otherwise in this Agreement, any disputes arising out of or in connection with this Agreement shall exclusively be submitted to and dealt with by the competent court in Amsterdam, the Netherlands.

10.6 Parties agree and acknowledge that notwithstanding this Clause 10.5, nothing in this Agreement shall prevent or limit Booking.com in its right to bring or initiate any action or proceeding or seek interim injunctive relief or (specific) performance before or in any competent courts where the Accommodation is established or registered under the laws of the relevant jurisdiction where the Accommodation is established or registered and for this purpose, the Accommodation waives its right to claim any other jurisdiction or applicable law to which it might have a right.

10.7 The original English version of these Terms may have been translated into other languages. The translated version of the English Terms is a courtesy and office translation only and the Accommodation cannot derive any rights from the translated version. In the

event of a dispute about the contents or interpretation of these terms and conditions of this Agreement or in the event of a conflict, ambiguity, inconsistency or discrepancy between the English version and any other language version of these Terms, the English language version shall prevail, apply and be binding and conclusive. The English version shall be used in legal proceedings. The English version is available on the following website <https://admin.bookings.org/hotelreg/terms-and-conditions.html?language=en;cc1=gb> and shall be sent to you upon written request.

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

10.9 The Agreement may be entered into online or by way of executing a separate counterpart or by PDF or fax copy, each of which (copies) shall be deemed an original, valid and binding. The Agreement only enters into force and effect upon written confirmation of acceptance and approval of the Accommodation by Booking.com. By registering and signing up to the Booking.com partner program as accommodation partner, the Accommodation agrees, acknowledges and accepts the terms and conditions of this Agreement. The Agreement does not need any stamp or seal to make it valid, binding and enforceable.

10.10 Due to applicable anti-money laundering, anti-corruption, anti-terrorists financing and anti-tax evasion laws and legislation, Booking.com is restricted from making the Service available to and accepting payments from or making, processing or facilitating payments to a bank account (the "**Bank Account**") that is not related to the jurisdiction where the Accommodation is located or insofar as any of the following warranties is untrue. The Accommodation hereby represents and warrants that (notwithstanding the jurisdiction of the Bank Account):

(i) it holds and complies with all permits, licenses and other governmental licenses, permits and authorizations necessary for conducting, carrying out and continuing its operations and business (including holding and using of the Bank Account);

(ii) it is the holder of the Bank Account;

(iii) the payment and transfer to/from the Bank Account is at arm's length and in accordance with all applicable laws, legislation, codes, regulations, ordinances and rules and not in violation of any applicable anti-money laundering, anti-corruption, anti-terrorists financing or anti-tax evasion (tax) law, treaty, regulation, code or legislation, and

(iv) the Bank Account is not (directly or indirectly) used for money laundering, terrorists financing, tax evasion, tax avoidance or other illegal activities.

The Accommodation hereby agrees to fully compensate and indemnify Booking.com B.V. for all damages, losses, claims, penalties, fines, costs and expenses suffered, paid or incurred

by Booking.com B.V (or any of its affiliated group companies (including any of its/their directors, officers, employees, agents or representatives)) for any (threatening or alleged) claim (including penalty) from any government, authority, organization, company, party or person that the payment to, through or from the Bank Account is illegal or a violation of any applicable (anti-corruption, anti-money laundering/anti-tax evasion/anti-terrorists financing) laws, regulations, codes or legislation.