



Whitelabel - Collaboration Agreement

MTS GLOBE CYPRUS LTD & HOTEL

In Cyprus

6/27/2022



Whitelabel - Collaboration Agreement

June 27, 2022

1. **CONTRACTING PARTIES**

Between:

Hotel Company Name

Address

Company reg. No.

VAT No.:

Acting on its behalf, Mr of legal age, with ID number and with domicile only for this purpose at

- Hereinafter referred to as "HOTEL"-

And:

MTS GLOBE CYPRUS LTD.

4 Makarios III avenue

Larnaca

Cyprus

VAT: 10155020X

Reg. Number: HE 155020

Acting on its behalf Mr. Charis Papacharalambous, of legal age, holder of ID number 688592 and with domicile only for this purpose at the company's domicile

- Hereinafter referred to as "MTS"-

The above, individually referred to as "**Party**" and collectively as "**Parties**", have agreed upon the following:

I. Definitions

The Services: means the requested services as per the section II below and that provide the coverage spectrum of the rendered services.

The Obligations: means the proper and efficient performance of the Services in the manner agreed upon hereafter and not causing any damage or failure to the Parties and whereby the liability of the parties to this Agreement could be affected.

Web App: means the Whitelabel online solution, which permits the incorporation of a platform managed by MTS in the HOTEL's website to allow the booking of Touristic Services. This solution is incorporated in the HOTEL's website integrating the appearance of the HOTEL (Look&Feel).

Touristic Services: means any service offered within the Web App, related to excursions, transfers, events or any other touristic and assistance services offered through MTS.

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II. Object of the Agreement

The purpose of this Agreement is to set out the terms and conditions between MTS and the HOTEL for rendering services related to the use of the Web App for selling Touristic Services, and any other additional services linked with the use of the Web App (hereinafter, the “**Services**”). The Touristic Services are included in the Web App and they may be modified by MTS according to their availability. The Services offered through the Whitelabel will be provided by MTS directly or in conjunction with third party suppliers and the HOTEL will act only as agent on behalf of MTS/Service Providers.

III. Duration of the Collaboration

Unless otherwise specified, this Agreement will be valid for an initial period (hereinafter the “Initial Period”) starting on the date of signature as defined on page 1 herein until 31st December 2022. After this period, the Agreement will automatically be renewed from year to year for additional one-year periods unless terminated as per conditions herein. Each party may terminate this Agreement by two (2) months prior written notice period, unless otherwise agreed by the parties.

IV. Means and Staff

MTS shall provide all the necessary professional staff, infrastructure and means to assist and grant an adequate performance and maintenance of the Web App and the booking services offered, and it shall be solely responsible for being compliance with all legal requirement on labor matters with such staff, which shall not have any labor relationship with the HOTEL.

V. Use of the Web App

a) Purpose of the Web App

The HOTEL engages to integrate and use of the Web App in its website according to the applicable laws and the dispositions referred to in this Agreement, for the purpose of permitting its clients to book the Touristic Services. The Web App will be a tool that grants the HOTEL’s clients full access with several service providers, and will allow it to hire those services through MTS.

The HOTEL will make the Web App and its Services available to its clients and will make use of these in a responsible and cooperative manner.

b) Restrictions to the Use of the Web App

While the term of this Agreement, the HOTEL must not do the following actions when using the Web App:

- Use for purposes other than the booking any personal information, including names, login details or password without obtaining the necessary permissions;
- Make any fraudulent, speculative or false enquires, bookings, reservations or requests using the Web App;
- Use the Web App while impersonating another person;
- Post or transmit to or via the Web App any unlawful, threatening, defamatory, libelous, obscene, indecent, inflammatory or pornographic material or any material that could arise civil or criminal proceedings;
- Tamper with, hinder the operation of or make unauthorized modifications to the Web App;

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- Delete data from the Web App without MTS' permission;
- Knowingly transmit or cause any virus or other disabling feature to the Web App;
- Breach any third party's rights (including intellectual property rights and obligations of confidentiality owed to third parties) or infringe any law in any jurisdiction in using the Web App;
- Frame or link this Web App as part of another website for commercial benefits without the proper authorization of MTS;
- Commit any act that may amount to a criminal offence or civil breach of any other jurisdiction;
- Attempt to do any of the above acts; or
- Knowingly permit another person to do any of the above acts.

VI. Access and Warranties of Use

If applicable, the HOTEL will be granted with a unique and confidential code of access to the Web App. Such access shall not be disclosed or transferred to any third party. In case of an unauthorized disclosure of said access for any reason, the HOTEL shall inform immediately MTS and MTS reserves its right to take appropriate action.

In this regard, MTS will not be liable for any unauthorized access resulting in non-authorized bookings or payment for bookings being cancelled without express authorization.

The HOTEL warrants that:

- a) It will be liable for any obligation or responsibility derived from the misuse of the Web App by the HOTEL.
- b) It is responsible (financially and otherwise) for all uses of this Web App by itself and those using the Web App with the login details, including password, assigned to the HOTEL; and
- c) The information that the HOTEL supplies via the Web App will be accurate and not misleading, deceptive or likely to be misled or deceive.
- d) The authorized personnel of the HOTEL will be of sufficient legal age to use the Web App, and create legal binding obligations for any liability that HOTEL may incur as a result of using the Web App.

VII. Fees and Payment Conditions

- a) Price for the Use of the Web App

The use of the Web App, whenever such is provided by MTS to the HOTEL shall be free of charge.

- b) Rates and Cancellation Fees

Rates

The rates applicable to each Touristic service offered in the Web App will be displayed in the Web App at each moment. MTS shall maintain such rates up-to-date at all times.

These rates are confidential and shall not be disclosed to any third party. Rates are commissionable and include taxes. MTS will inform of any increase in tax, non-elective property charges such as energy surcharges etc., and will amend the rates accordingly. Any tourist/city/resort taxes will be directly charged to the final user by the provider and applicable according to the governing law.

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The HOTEL hereby commits not to use the rates on the Web App to contact suppliers disclosing such rates, for the purpose of negotiating new rates and/or any other commercial meaning for its own benefit.

Cancellation Fees

Modifications can be made up to 48 hours before the Service, directly by the customer via email guest.experiences.cy@mtsglobe.com . After this period, the customer must contact MTS who will confirm whether the modification is possible.

All bookings may be cancelled at no cost until 24 hours before the Service starts via e-mail at guest.experiences.cy@mtsglobe.com . Following this time limit full cancellation fees shall apply.

In case different rules may apply as a consequence of individual terms of the third-party service supplier, the specific agreed cancellation policies will supersede the above mentioned per default cancellation fees.

c) Commission Fee

MTS engages to pay the HOTEL a commission fee for its collaboration with the promotion and use of the Web App by their clients. This commission fee is based on a percentage (defined in **Annex II** of this Agreement) of the total income obtained by MTS for the effective sale of Touristic Services through the Web App. Said commission shall be calculated by applying the relevant percentage to the retail price of the Touristic Services offered through the Web App. The commission fee will include the applicable VAT.

d) Payment Terms

All payments made using the Web App will be collected by MTS directly through its payment gateway, which will be integrated in the Whitelabel solution.

During the first days of each month, MTS will provide the HOTEL with a list detailing all touristic services effectively sold by through the Web App during the preceding month, and the commission to be paid to the HOTEL. Any claim, differences, errors or any other accounting objections shall be communicated by the HOTEL within the term of 3 days upon receipt. After these 3 days, the HOTEL shall issue the corresponding invoice to MTS for the commissions on the sales of Touristic Services.

MTS will make the payments for the commission fee within 30 days after receipt of the invoice to the following bank account:

	HOTEL
Bank	
Country	CYPRUS
SWIFT	
IBAN	

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e) Assignment

Hereby MTS states that it is part of MTS-OTS Group. In this regard, MTS will be entitled, at any time and at its own discretion, to allocate payments, Early Bookings, Down payments, Prepayments and Debtor/Creditor Positions among companies of MTS-OTS group. The netting of Debit and Credit positions cross-company (OTS-MTS companies) is herewith permitted. MTS-OTS Group will be entitled to cancel the services and use the money received to compensate payments within the Group in case HOTEL fails to make the payments due to any OTS-MTS Group company.

VIII. Intellectual Property

The material contained on the Web App, including (without limitation) the software, design, text and graphics (including trademarks) comprised in this Web App and the selection and layout of this Web App, are owned or licensed by MTS, and are protected by national and international intellectual property laws, including copyright.

The HOTEL must not use, copy, modify, transmit, store, publish or distribute the material on the Web App, or create any other material using material on the Web App, without obtaining MTS prior written consent.

Trademarks (whether registered or unregistered) and logos must not be used or modified in any way without obtaining MTS prior written consent, except the ones referring to the HOTEL.

The Web App, including trademarks, service-marks, business names, company names, logos, trade-names, get-up (trade dress), products, technology and processes contained therein may be the subject of other intellectual property rights owned by MTS or by third parties. No license is granted in respect of those intellectual property rights other than as set out in this Agreement. The use of this Web App must not in any way infringe the intellectual property rights of any person in any jurisdiction.

IX. Termination

Either Party may terminate the Agreement, in whole or in part, in the event that the other Party does not comply with any of the obligations provided therein and said breach was not remedied, to the full satisfaction expressed in writing by the other Party, within a period of fifteen (15) days following the communication to the non-fulfilling Party specifying said non-compliance.

Both Parties reserve the right to terminate the Agreement without the need to allege any cause or reason at any time of validity by notifying the other Party within thirty (30) days prior to the effective resolution of the Agreement.

This Agreement shall be terminated forthwith upon either Party being declared bankrupt or becoming subject to any similar procedure of compulsory liquidation under the provisions of applicable law.

The non-submission of an ordinary termination within this time, will lead to an automatic successive extension of the Agreement for periods of one (1) year, unless otherwise agreed in writing by the Parties.

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Any breach of the obligations referred in this Agreement, may result in the termination of this Agreement, notwithstanding the legal actions that MTS is entitled to by this Agreement.

X. Liability and Force Majeure

MTS shall not be liable for failures due to a Force Majeure event such as war, civil war or public disorder brought about by civil war or industrial disputes, epidemic diseases, natural disasters, arrests, levies of execution and restraints by state institution or other persons, strike, riots, quarantine or other events of equal consequence which make it considerably more difficult to carry out the Services and no longer allow the business to be properly run, and therefore, those circumstances allow MTS to suspend any Service, or terminate this Agreement, by giving written notice to the other party, with immediate effect without incurring in any penalty, charge or liability whatsoever. In case of the abovementioned event, the decision taken by the Parties in this regard shall be communicated to the potentially affected final users.

XI. Indemnity

The HOTEL shall indemnify MTS and its officers, employees and agents against all losses, costs, damages, claims and expenses arising from any breach of this Agreement, Data Protection Legislation and any applicable law caused by an act or omission of the HOTEL or its officer, employee or agent. The indemnity includes, but it is not limited to, any claim, action, demand or proceeding by a third party against MTS or its officers, employees or agents arising from such breach by the HOTEL or its officer, employee or agent.

XII. Liability

MTS states and warrants to comply with applicable legal requirements necessary to carry out his activity, and shall make its best efforts to assure its providers fulfill with the applicable law.

MTS will procure the accuracy of the content offered in the Web App. It does not represent that any of the travel products and services set out on the Web App will be suitable for certain purposes or clients.

The access granted to the client to this Web App is subject to factors beyond MTS' control. MTS does not represent or warrants that this Web App, the server that makes it available or any of the products or services supplied through this Web App will be free of errors, viruses or defects or that the service will be uninterrupted or timely. Because of the nature of the Internet, MTS does not warrant that this Web App will be completely secured, and MTS will not be liable for any disruptions to the Web App. Notwithstanding the aforementioned, MTS shall use its best endeavors to remedy any situation arising from the unavailability or disruptions of the Web App, particularly, in order to help serving final customers better.

The HOTEL will not be liable for the provision of the Touristic Services. MTS and/or the effective service provider will respond before the final customers for any claim. Notwithstanding the above, MTS will not be liable for any losses or damages occurred to personal belongings during the performance of the services.

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MTS will not be liable for intended bookings of Touristic Services which have not been effectively booked. Services will be considered effectively booked once the system provides with a booking reference confirmation. HOTEL will not be responsible for system errors/failures not caused by HOTEL once the booking reference confirmation has been provided.

XIII. Complaints

In the event of complaints from HOTEL clients, MTS and/or the service provider will assist to efficiently settle them and liaise with the clients and Service Providers.

MTS and/or the services provider's liability to the final customer will in no circumstances exceed the booking price of the Touristic Service rendered.

XIV. Data Protection

For the purpose of the performance of the Services and obligations described in this Agreement, the Parties will:

- i. In respect of the processing of any personal data, comply with all applicable data protection laws, including the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("Data Protection law") as amended or superseded from time to time;
- ii. Implement reasonable technical and organizational measures to protect the personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction or damage to the personal data and having regard to the nature of the personal data which is to be protected according to the Data Protection law;
- iii. Use the personal data only to the extent, and in such manner, as is necessary for the provision of the Services offered herein;

Furthermore, MTS engages to handle the personal information of the HOTEL' clients, in accordance with the above, and the terms and conditions set out in MTS' privacy policy. At all times, MTS may retain the right to monitor, retain and disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. MTS may disclose aggregated information about users and use statistics relating to the Web App and aggregated information about its sales and trading patterns to others.

In compliance with the national and European regulations on personal data protection, we inform you that the personal data provided by you regarding the contractual relation you have with us will be processed by MTS as data controller, for the purposes of formalizing and managing such relation, and to manage and pay the taxes arising from the invoices of the rendered services, as the case may be.

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The legitimate basis of this process is the execution of this Agreement. Likewise, in case of accepting the receipt of commercial communications, the legitimate basis of the process will be the consent. The Parties will keep the data during the term of the contractual relationship.

The HOTEL's clients will be entitled to exercise the rights of access, deletion, rectification, opposition, portability and limitation, by contacting the relevant party at any time to postal mail.

XV. Confidentiality

The Parties shall (except as expressly permitted by this Agreement or with MTS written consent):

- a) Keep all confidential information as secret, understanding that "confidential information" means all information of a confidential nature in any medium or format (written, oral, visual or electronic, and whether or not marked or described as "confidential"), together with copies, which relates to the Parties, its Group, or to its Group members, employees, officers, customers or suppliers, and which is directly or indirectly disclosed by the Parties in the course of this Agreement, Web App, services, at any time.
- b) Only use or make copies of confidential information in connection with and to the extent necessary for the purposes of this Agreement;
- c) Ensure that, within the HOTEL organization, the confidential information is not made available to any person who is not an authorized person for the purpose of this Agreement; and
- d) Ensure that confidential information received is kept securely protected against theft or unauthorized access, and in any event shall maintain its security, integrity and confidentiality to at least the same standard as it applies to its own confidential information.

The HOTEL shall not issue press releases concerning the existence of this Agreement, Web App and services, provided that MTS have given prior approval of the content and release in writing.

This clause shall continue in force without limit in time and shall survive termination of the collaboration.

The following information is not "Confidential Information" for the purposes of this Agreement:

- a) Information which is in the public domain other than as a result of breach of this Agreement or any separate confidentiality undertaking between the Parties;
- b) Information which a Party can demonstrate in writing was received, free of any obligation of confidence, from a third party which itself was not under any obligation of confidence in relation to that information; and
- c) Information which a Party can demonstrate in writing was developed or created independently by itself.

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XVI. Transfer of rights

MTS is allowed to transfer this agreement in total or partially to any entity of its Group. The HOTEL shall not be allowed to transfer this agreement in total or partially without prior written consent of MTS.

XVII. Notification

For all private and legal communications related with this Agreement, the Parties establish as their domicile address those referred in the header of this Agreement, for the purpose of notification.

XVIII. Miscellaneous

- a) MTS does not have any exclusivity towards the HOTEL for the provision of services.
- b) This Agreement establishes a commercial relationship between the Parties, with no other link to each other different from the above. Therefore, there is no labor relationship between the working personnel of one Party with the other Party, neither its affiliates or other companies of the group.
- c) The parties guarantee that the terms and conditions of this Agreement will not be disclosed to third parties unconnected with the provisions of this Agreement except for the transfer of information relating to advertising purposes and unless this is agreed upon by both parties to this Agreement.
- d) In the case that any of the provisions in this Agreement ceases to apply, or it is deemed as invalid, this will not affect any of the other terms and conditions of the Agreement.
- e) Any changes or amendments to this Agreement must be in writing. Any other deal will leave this Agreement unaffected.

XIX. Law and Jurisdiction

This Agreement is governed by and construed in accordance with the law of the Republic of Cyprus. In relation to the interpretation of this Agreement or actions arising thereunder the parties agree to submit to the exclusive jurisdiction of the courts of Cyprus unless where otherwise agreed.

IN WITNESS WHEREOF the Parties have executed this Agreement, in two originals, as of the date and place first above written.

Name
Hotel Company Name

Charis Papacharalambous
MTS GLOBE CYPRUS LTD

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ANNEX I Transfer, Excursion Services

a) **MTS Assistance Services:**

- Portfolio: MTS will offer an excursion portfolio from its own list of providers contracted, that will allow the HOTEL to customize its own portfolio according to its guest's needs.
- Training: if requested, MTS will grant a training session to the HOTEL's authorized staff free of charge for the proper use of the Web App and to have a comprehensive perspective of its benefits.
- Assistance B2B:
 - Excursion bookings: MTS Excursions Department will be available from 9:00 – 18:00hrs, from Monday until Friday. Outside the office opening hours, MTS may be contacted for Emergencies at: +357 99 594208.
 - Transfer booking: 24/7 Call Center for EMERGENCIAS is available for customers at +357 99 40 49 91.
- 24/7 B2C- Customer Service: Above numbers may also be used by customers when in an emergency.
- Release: all new bookings shall have a 24 hours release, for both transfer and excursion services.

Name
Hotel Company Name

Charis Papacharalambous
MTS GLOBE CYPRUS LTD

ANNEX II

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Commission Fees

a) Commission Fees

Transfer Services:	15%
Excursion Services	
Daily Excursions:	15%
Nights & Boat Excursions:	15%
Ticket only:	15%

Vat is included in the commissionable amount.

Name
Hotel Company Name

Charis Papacharalambous
MTS GLOBE CYPRUS LTD