

Supplier Agreement

This Supplier Agreement ("Agreement") is entered into between Viator, Inc. (a Delaware corporation, located at 360 3rd Street, Suite 400, San Francisco, CA 94107) on its own behalf and on behalf of other companies in the Viator group including without limitation Viator Limited, Viator Systems Pty Ltd, and Looktours.com LLC (individually and collectively, "Viator") and Pražská informační služba (a state-funded organization located at Arbesovo náměstí 70/4 150 00 Praha 5, Czech Republic) ("Supplier")

Overview: Supplier agrees to provide certain tours, activities and other travel-related destination services ("Products") that Viator may market and distribute through various owned, affiliated, related and third party online and offline marketing and travel distribution channels ("Distribution Channels") for purchase (i.e., booking) by end customers ("Customers") all as described further in this Agreement. Therefore, for good and valuable consideration, the receipt and sufficiency of which they each acknowledge, Viator and Supplier agree to be bound by the terms and conditions set forth below.

Accepted and acknowledged by a duly authorized representative of each party on 19 March 2018 (the "Effective Date")

Supplier: Pražská informační služba

Viator: Viator, Inc.

Signature

Name

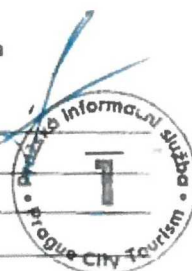
Petr Šlepička

Title

Interim CEO

Date

19 March 2018



Signature

Name

Title

Date

Laura G. Saum
Laura G. Saum
VP, Global Supply
23 March 2018

In addition to the "Viator Terms and Conditions" set forth below, the following provisions shall be part of this Agreement:

A. Currency: All amounts in this Agreement are expressed in EUR.

B. Term; Termination: This Agreement is effective as of the Effective Date and will remain in effect thereafter, unless terminated in accordance with this Agreement. Either party may terminate this Agreement (a) upon 30 days' written notice to the other of its intent to terminate this Agreement, (b) immediately upon written notice to the other if such other party commits an irremediable breach of this Agreement or commits a remediable breach and fails to correct such breach within 15 days following written notice specifying such breach, or (c) immediately upon an event of bankruptcy by Supplier or if Supplier ceases to do business in the ordinary course. Without prejudice to the rights of termination set out hereunder, Viator may elect to immediately take any one or more of the following steps either in lieu of, or as a precursor to, its termination of the Agreement (defined collectively as "Deactivation"): (i) deactivation of Supplier's Viator account; (ii) removal of Supplier from the Distribution Channels; and/or (iii) removal of any or all of Supplier's Product listings. References in this Agreement to rights and obligations of a party in connection with "termination" shall be deemed to include Deactivation, and post-termination obligations shall apply equally to Supplier for the duration of any such Deactivation.

Supplier will fulfill all Product purchases made prior to termination or expiration of this Agreement unless requested otherwise by Viator. Notwithstanding the foregoing, Viator reserves the right in its sole discretion to cancel pending Product bookings in circumstances where Viator believes that it is in the best interests of Customers. Upon any termination or expiration of this Agreement, Supplier will immediately cease all access to and use of the Viator Technology (defined in Attachment 2) and other products, services, technology, content, and/or materials provided by Viator to Supplier under this Agreement and Supplier shall cease to have any right to make Supplier's Products available through Viator's Distribution Channels.

C. Attachments. The following attachments to this Agreement ("Attachments") are incorporated into and made part of this Agreement by this reference:

Attachment 1 – Payment Terms
Attachment 2 – Operational Procedures and Technology
Attachment 3 – Insurance

The parties may mutually agree to and enter into additional written attachments during the Term, and all such attachments shall be executed by a duly authorized representative of each party upon which such attachments will be deemed incorporated by reference into this Agreement and subject to all terms and conditions hereof.

D. Notices: Unless otherwise provided herein, all notices under this Agreement shall be in writing and shall be delivered to the addresses first set forth above, and such notices shall be deemed to have been given upon receipt. Notwithstanding the foregoing, Viator may provide notices to Supplier via email, in connection with requesting Product rate information from Supplier or in Viator's other interactions with Supplier, which notices will be deemed to be given when sent.

E. Counterparts; Electronic Signatures: This Agreement may be executed in counterparts (including counterparts delivered by facsimile or other electronic means), which taken together shall form one legal instrument. A manually or electronically signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of the Agreement.

VIATOR TERMS AND CONDITIONS

1. RATES, FEES, PAYMENTS.

Supplier represents and warrants that the net wholesale rates ("Net Rates") offered to Viator are the lowest Net Rates offered by Supplier to any distributor of its Products. If Supplier offers Products or enters into an agreement to provide Products through or to a third party (including without limitation through any other distribution channel, such as coupons, deal-of-the-day or flash sale websites) for a lower price or rate or under a lower pricing or rate arrangement or formula (including without limitation for no fee) than the then-current Net Rates provided to Viator, then Supplier will promptly notify Viator and provide to Viator such lower price or rate or pricing or rate arrangement or formula retroactively as of the date first provided to such other third party. If Supplier fails to comply with this provision, Viator shall have the right, in its sole discretion, to either suspend Supplier or terminate this Agreement with fifteen (15) days prior written notice to Supplier.

For each Product, Supplier will provide Viator the following rates: Net Rate (i.e., net wholesale rate) and suggested retail rate. Net Rates will include all applicable per person fees and all applicable taxes and other charges. Supplier shall be solely responsible for the payment of any and all applicable taxes, including without limitation value added tax, sales and use tax, and any other taxes applicable to the resale of the Products ("Taxes"). Viator has the right to set the resale price of each Product. The Net Rates provided by Supplier will be valid until such time as (a) Supplier modifies such Net Rates through the Viator Technology, or (b) where Viator has agreed to permit Supplier to modify Net Rates in any manner other than through use of the Viator Technology, upon written notice to Viator, delivered in any manner previously approved by Viator. Viator will have up to two (2) weeks to implement any modification to Net Rates regardless of the manner that such modification is effected, and Viator shall pay the prior Net Rate for all Product bookings during this time period.

Viator will make any payments of Net Rates owed to Supplier under this Agreement pursuant to the payment terms set forth in Attachment 1. With respect to any amount to be paid by Viator under this Agreement, Viator may set-off against such amount any amount that Supplier is obligated to pay to Viator or for which Supplier is required to reimburse Viator under this Agreement.

Supplier hereby appoints Viator as its limited payment collection agent solely for the purpose of accepting funds from Customers on behalf of Supplier. As such, Viator will be responsible for collecting funds from Customers for Products purchased by Customers via the Distribution Channels. Viator will be responsible for any applicable related merchant fees incurred by Viator in collecting funds from Customers. Supplier agrees that payment made by a Customer to Viator through the Distribution Channels shall be considered the same as a payment made directly to Supplier, and Supplier will provide the Products to Customers in the agreed-upon manner as if Supplier had received the Customers' funds directly. Supplier acknowledges and agrees that Viator accepts payments from Customers as Supplier's limited payment collection agent and that Viator's obligation to pay Supplier is subject to and conditional upon successful receipt of the associated payments from Customers. As such, Viator shall not be liable to Supplier for amounts that have not been successfully received by Viator from Customers or for amounts that are received by Viator but are subsequently the subject of a chargeback or other payment reversal. In accepting appointment as the limited payment collection agent of Supplier, Viator assumes no liability for any acts or omissions of the Supplier.

Supplier shall not use the Distribution Channels to process a payment transaction or to transfer funds between Supplier and a Customer unless such activity results directly from that Customer's purchase of a Product through the Distribution Channels. Furthermore, Supplier shall not engage in any form of payment fraud including but not limited to fraud by use of payment methods such as credit card, debit card, PayPal, Apple Pay, and Android Pay. If Viator has reason to believe that Supplier is in breach of this provision of the Agreement, Viator may terminate this Agreement and withhold any outstanding payments to Supplier. Viator also reserves the right to terminate this Agreement in the event that an excessive number of payments are the subject of a chargeback or other payment reversal for any reason and, in such circumstances, Viator may withhold all outstanding payments to Supplier. For the avoidance of doubt, liability in respect of Customer chargebacks lies with Supplier and not Viator. Viator may apply any or all withheld funds towards the costs incurred by Viator as a result of Supplier's fraudulent activity and/or excessive chargebacks (as applicable) without prejudice to any other rights and remedies Viator may have against Supplier in connection with the same.

2. AVAILABILITY; PRODUCT UPDATES.

Supplier will follow the operational procedures set forth in Attachment 2, including without limitation those with respect to Product bookings, changes, and availability, and any updates or revisions to Attachment 2 as may be provided by Viator to Supplier from time to time. Viator will use reasonable efforts to give Supplier at least ten (10) business days' prior written notice of any updates or revisions to Attachment 2.

For each Product that Supplier offers (including without limitation to any third party through coupons, deal-of-the-day or flash sale websites, or any other distribution channel), Supplier will make that Product available to Viator for marketing and distribution through the Distribution Channels. Supplier will ensure that all Products that Viator markets and distributes through the Distribution Channels are available for booking by Customers, unless Viator receives proper notice in advance from Supplier in accordance with the procedures set forth in Attachment 2. For the avoidance of doubt, the decision as to whether to list any Product of Supplier on the Distribution Channels shall at all times remain within the sole discretion of Viator.

If a Product is booked by a Customer via the Distribution Channels, Supplier will follow the Customer redemption procedures set forth in Attachment 2.

If Supplier changes any element of a Product after a Customer has booked the Product but before such Customer has started to receive the Product, Supplier will offer such Customer an alternative Product of the same or higher quality as the Product originally booked and Supplier will accommodate such Customer to the Customer's reasonable satisfaction. If a Customer cannot be accommodated to the Customer's reasonable satisfaction, Supplier agrees that Customer may cancel its booking and Viator may process a refund or refunds for that Customer. In this situation, Supplier will not be owed (and Viator is not obligated to pay) any amount(s) for that booked Product, and any amount(s) already paid for such booked Product may be adjusted on any subsequent payment owed by Viator. Viator reserves the right to charge Supplier reasonable fees related to the foregoing, including but not limited to merchant and customer service fees.

If Supplier cancels a Product or no longer makes a Product available to a Customer (e.g., a sold-out date) after a Customer has booked the Product but not yet received the Product, Supplier will accommodate such Customer to the Customer's reasonable satisfaction. If a Customer cannot be accommodated to the Customer's reasonable satisfaction, Supplier agrees that Viator may process a refund or refunds for that Customer. In this situation, Supplier will not be owed (and Viator is not obligated to pay) any amount(s) for that booked Product, and any amount(s) already paid for such booked Product may be adjusted on any subsequent payment owed by Viator. Viator reserves the right to charge the Supplier reasonable fees related to Supplier's cancellation of or failure to make available the Product, including but not limited to merchant and customer service fees.

3. CUSTOMER CANCELLATIONS. Supplier will not directly accept Customer cancellations for Products purchased via the Distribution Channels. All cancellations for purchased Products must be made by the Customer directly through Viator within the applicable cancellation time period, as set forth in Attachment 2. Viator has no obligation to provide refunds to Customers who do not contact Viator to cancel within the applicable cancellation time period. In the event of a Customer cancellation due to a Force Majeure Event (defined in Section 14 below), Viator shall not be required to pay the Net Rate for the Product so long as Viator has received sufficient evidence from the Customer that the Force Majeure Event has prevented Customer from using the Product.

4. CUSTOMER CONTACT; CUSTOMER SERVICE.

If Supplier needs to contact a Customer in connection with providing Products purchased by such Customer, Supplier will follow the procedures set forth in this Agreement, including without limitation Attachment 2, and such other reasonable Viator processes and procedures as may be communicated by Viator to Supplier from time to time.

Supplier will ensure a smooth customer service process, including answering any Customer complaints in writing (e.g. by email or an interface made available by Viator) within five (5) days after complaint submission. Viator reserves the right at any time to respond to Customer complaints, including by contacting Customers directly, provided, however, that prior to resolving the complaint and/or providing compensation to Customers (which Viator reserves the right to do in its sole discretion), Viator will first attempt to contact Supplier to discuss the complaint. If Viator provides compensation to a Customer in connection with a Customer complaint, Supplier will not be owed (and Viator is not obligated to pay) the Net Rate pertaining to the booking(s) at issue. Furthermore, any sums that (a) Viator may have already paid to Supplier in respect of such booking(s), and/or that (b) Viator may have made to a Customer by way of compensatory payment (up to the full amount paid by the Customer for such booking(s)) may (along with any other amounts expressly agreed to by the Supplier) be adjusted on any subsequent payment made to Supplier by Viator.

After a Customer has purchased a Product, Supplier will not, without Viator's prior consent, contact such Customer for purposes of marketing or selling tours, activities or other travel-related destination services and/or products to such Customer or for any other purpose other than to fulfil the Product purchased or to answer a Customer complaint.

5. INSURANCE. Supplier will comply with the insurance requirements set forth on **Attachment 3**.

6. DISTRIBUTION CHANNELS. Viator will have sole discretion over the Distribution Channels utilized and the Product placement within such Distribution Channels. Viator will be responsible for any applicable travel agents' commissions and other third-party intermediaries' fees for sale of Products through the Distribution Channels.

7. SUPPLIER CONTENT AND MATERIALS. Supplier hereby grants and agrees to grant to Viator the nonexclusive, perpetual, irrevocable, transferable, sublicenseable (through one or more tiers), worldwide right (but not the obligation) in its sole discretion to reproduce, modify, reformat, create derivative works based upon, publicly display and perform, and otherwise use any and all text, images, videos, and other content and materials provided by Supplier ("Supplier Content") (i) to advertise, market, promote, and distribute Products on or through the Distribution Channels, including without limitation on the web sites of Viator and its Distribution Channels, (ii) to advertise, market and promote destinations and activities on or through the Distribution Channels and to market and promote the Distribution Channels generally, provided, however, that Viator shall have no right to use the Supplier Content to market or promote competing products, and (iii) to otherwise perform Viator's obligations and exercise Viator's rights under this Agreement. Supplier represents warrants and covenants that (a) Supplier owns or has rights sufficient to grant the rights granted to Viator in this Agreement with respect to all Supplier Content provided to Viator, (b) Supplier Content will be accurate and complete and will not be misleading or fraudulent, and (c) Supplier Content (and Viator's exercise of its rights with respect to Supplier Content) does not and will not infringe, violate or misappropriate any third party's proprietary or intellectual property rights, including without limitation any copyright rights or trademark rights or rights of privacy or publicity. Supplier hereby acknowledges and agrees that Viator shall own all right, title and interest in and to any derivative works of the Supplier Content created by or on behalf of Viator, whether prior to or after the Effective Date and hereby assigns to Viator any and all right, title, or interest that Supplier may have to such derivative works.

8. SUPPLIER CONDUCT; NO SUBCONTRACTORS. Supplier represents warrants and covenants that (a) Supplier has and maintains all registrations, licenses, permits, approvals, and authorizations applicable to Supplier's business and provision of Supplier's Products, (b) Supplier will ensure that Supplier's activities, operations, products and services (and Supplier's provision of the foregoing, including without limitation in connection with providing Products to Customers) are operated and provided in good faith and in accordance with standards consistent with best practices in the tours and activities industry and, if appropriate or recommended based on the nature of Supplier's Products, Supplier will perform background checks of its personnel consistent with best industry practices, (c) Supplier's personnel will be properly trained, have all necessary skills to deliver the Products, and will deliver the Products in a professional manner consistent with best industry practices, (d) Supplier will comply with all applicable international, federal, state and local laws and regulations (including fire, health and safety procedures and consumer protection and data privacy laws), and (e) Supplier will not do or omit to do any act (including by virtue of its provision of any Supplier Content or its offer and/or delivery of any Product) that, in Viator's sole opinion, may be likely to cause Viator or the Distribution Channels to be disparaged, defamed, discredited or brought into disrepute. In addition, Supplier represents warrants and covenants that it will comply with Viator's Supplier Code of Conduct set forth at [Supplier Code of Conduct](https://cache-graphics.lib.viator.com/graphics/lib/mkg/supplier/Viator-preferred-code-of-practice-2016.pdf) (available at the following link: <https://cache-graphics.lib.viator.com/graphics/lib/mkg/supplier/Viator-preferred-code-of-practice-2016.pdf>), as such may be updated by Viator from time to time. Supplier may not subcontract or otherwise transfer any of its rights or obligations under this Agreement, provided, however that Supplier may subcontract delivery of the Products with the prior written consent of Viator (which consent may be provided by Viator by e-mail). In the event the Supplier uses a subcontractor, Supplier will nevertheless remain responsible for the satisfactory delivery of Products and shall be liable for such subcontractor's compliance with the terms and conditions of this Agreement and any breach or failure of such subcontractor to comply herewith. If Viator believes that Supplier is in breach of this Agreement (including without limitation Supplier's representations, warranties and covenants in this Agreement), Viator

may, without limiting its other remedies, terminate this Agreement. If Viator terminates this Agreement pursuant to the foregoing, Viator may (again, without limiting Viator's other remedies) require Supplier to (and Supplier will) fulfill all Product purchases made prior to termination, or assist Viator in procuring alternate suppliers to fulfill such Product purchases in pursuance of the preservation of Viator's reputation and goodwill (in which case (i) Supplier will not be owed, and Viator is not obligated to pay, any fees for such Product, (ii) any amounts already paid for such Product will be promptly refunded by Supplier to Viator; and (iii) Supplier shall pay to Viator on demand a sum equivalent to the difference between the alternate supplier's retail rate and Supplier's Net Rate (if the former is higher) in respect of such Product).

9. PUBLICITY; TRADEMARKS. Supplier grants to Viator the right to, and the right to authorize its Distribution Channels to, use and display Supplier's and its Products' names, logos, marks and trademarks and to display any third-party names, logos, marks and trademarks used by Supplier with respect to the Products (collectively, all of the foregoing the "Marks"), in each case for the purposes of advertising the availability of the Products and marketing and promoting the Products through the Distribution Channels. Further, Viator may issue a press release, advertisement or public statement that references Supplier, the relationship of the parties, and the Supplier's Products without Supplier's prior written consent if such press release, advertisement or public statement includes Supplier in a list of other companies that have similar relationships with Viator. Supplier represents and warrants that it has all rights and licenses required to grant Viator the rights granted in this Section 9. Except as expressly permitted by the foregoing, neither party will issue a press release, advertisement or public statement concerning this Agreement, the contents of this Agreement or the relationship of the parties without the prior written consent of the other party.

10. CONFIDENTIALITY; PRIVACY. Any information disclosed by or on behalf of one party to the other party during the term of this Agreement that is identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, including, without limitation, all information pertaining to Net Rates, commissions and margins, the amount of Supplier Remittances, Distribution Channels, Viator Technology, and the terms of this Agreement, are "Confidential Information." The party receiving Confidential Information of the disclosing party will maintain safeguards against its destruction, loss, alteration or disclosure, which safeguards shall be consistent with industry best practices and no less rigorous than the protections afforded by the receiving party to its own proprietary information and will not, during or after the term of this Agreement, (a) use any such Confidential Information for any purpose other than to perform the receiving party's obligations or exercise the receiving party's rights under this Agreement and (b) disclose any such Confidential Information to any third party, other than disclosures made by Viator to its Distribution Channels pursuant to the activities contemplated in this Agreement. Notwithstanding the foregoing, the obligations of this Section do not apply to information which is (i) generally available to the public without any obligation of confidentiality, other than by a breach of this Agreement by the receiving party, (ii) rightfully received by the receiving party from a third party without any obligation of confidentiality, (iii) independently developed by the receiving party without reference to or reliance on the other party's Confidential Information, or (iv) generally made available to third parties by the disclosing party without restriction on disclosure. Upon termination of this Agreement, or upon the disclosing party's earlier request, the receiving party will return all of the disclosing party's Confidential Information in the receiving party's possession or under the receiving party's control and will cease all use of such Confidential Information.

Supplier will adhere to all applicable laws and Viator's current Privacy Policy (available at the following link: <https://www.viator.com/privacy-policy>, as such may be updated from time to time) with respect to Supplier's use and disclosure of Customer Information provided to Supplier by Viator or otherwise collected, obtained or received by Supplier in exercising its rights or fulfilling its obligations under this Agreement. Supplier will use such Customer Information only for purposes of providing to the applicable Customer the Products booked by such Customer. For all Customer Information (including without limitation Customer Information provided to Supplier by Viator) in Supplier's possession or under Supplier's control, Supplier will (a) adopt and adhere to a Privacy Policy consistent with applicable laws, rules, regulations and guidelines and Viator's Privacy Policy, (b) employ reasonable, industry standard physical, technical and administrative measures to protect the Customer Information, including without limitation storing the Customer Information in secured environments that are not accessible to the general public and having security measures in place at Supplier's facilities to protect against the loss, misuse, corruption, unauthorized disclosure, or alteration of the information by Supplier's employees or third parties, and (c) shall ensure that any collection, use and disclosure of Customer Information obtained by Supplier pursuant to the Agreement complies with all applicable laws, regulations and privacy policies. Supplier agrees not to send any unsolicited, commercial email or other online communication (e.g., "spam") to Customers. For purposes of this Agreement, "Customer Information" means name, mailing address, telephone number, e-mail address, credit card information, IP address, order and order processing information and any other non-public identifying information available to Supplier as a result of Supplier's relationship with Viator and any purchase of Supplier's Products by consumers through the Distribution Channels.

11. MUTUAL REPRESENTATIONS AND WARRANTIES; DISCLAIMER OF WARRANTIES. Each party represents and warrants to the other party that (a) the representing and warranting party has the full power and authority to enter

into this Agreement and to perform its obligations hereunder and (b) the execution, delivery and performance of this Agreement does not and will not contravene or constitute a default under, and is not and will not be inconsistent with, any judgment, decree or order, or any contract, agreement, or other undertaking applicable to such party. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT TO THE EXTENT AS MAY BE SET FORTH IN THIS AGREEMENT OR A SEPARATE WRITTEN AGREEMENT BETWEEN THE PARTIES, VIATOR PROVIDES THE DISTRIBUTION CHANNELS AND ANY OTHER SERVICES, TECHNOLOGY AND MATERIALS UNDER THIS AGREEMENT 'AS IS' AND VIATOR EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OF THE FOREGOING OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

12. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE) FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES OF ANY KIND, OR FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS RESULTING FROM INTERRUPTION OF BUSINESS OR LOSS OF USE OR DATA, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT, HOWEVER CAUSED, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VIATOR'S LIABILITY TO SUPPLIER FOR DIRECT DAMAGES UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE NET RATE PAID BY VIATOR TO SUPPLIER IN THE THREE MONTHS IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE.

THE FOREGOING LIMITATIONS SHALL NOT APPLY TO SUPPLIER'S BREACH OF SECTIONS 5 (Insurance), 7 (Supplier Content and Materials), 8 (Supplier Conduct, No Subcontractors), 10 (Confidentiality, Privacy) OR SUPPLIER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 13 (Indemnification).

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.

13. INDEMNIFICATION. Supplier will indemnify and hold harmless, and at Viator's request defend Viator (including without limitation all companies in the Viator group and Viator's affiliates and channel partners) and any of their respective directors, officers, employees, agents, suppliers, licensors, vendors, distributors and service providers (each a "Viator Indemnified Party") from and against any and all claims, losses, liabilities, damages, fines, penalties, settlements, expenses and costs (including attorneys' fees and court costs) incurred or suffered by a Viator Indemnified Party in connection with any third party claim, suit, demand, action, or investigation brought against a Viator Indemnified Party directly or indirectly arising out of or relating to (a) Supplier's activities, operations, products or services, including without limitation in connection with providing Products to Customers; (b) the Products, Supplier Content or the Marks; (c) Supplier's breach (or a claim that, if true, would be a breach) of this Agreement, including without limitation any and all of Supplier's representations and warranties in this Agreement and any breach of the confidentiality or privacy provisions in Section 10 or Supplier's breach of its Privacy Policy required pursuant to Section 10; or (d) Taxes arising out of the sale of the Products via the Distribution Channels.

Viator will (i) provide prompt written notice to Supplier of any claim giving rise to the indemnification obligation, and (ii) if requesting defense by Supplier, provide reasonable cooperation and assistance with respect to the claim (at Supplier's request and expense) and permit Supplier to assume sole control over the defense and settlement of the claim (provided, however, that Viator shall have the right to approve counsel selected by Supplier, such approval not to be unreasonably withheld or delayed) and, if Supplier fails to promptly assume the defense and settlement of the claim after Viator's request, Viator may do so at Supplier's sole cost and expense. Neither party will compromise or settle the claim without the other party's prior written consent, which will not be unreasonably withheld or delayed.

14. FORCE MAJEURE. If either party is prevented from performing any of its duties and obligations hereunder in a timely manner by reason of any act of God, strike, labor dispute, earthquake, fire, flood, public disaster, equipment, software or technical malfunctions or failures, power failures or interruptions, acts of terrorism, war, civil unrest, riots or any other reason beyond its reasonable control (each a "Force Majeure Event"), such party will be excused from performance of any such duty or obligation for the period during which such condition exists.

15. CHANGES TO THE AGREEMENT. Viator reserves the right to update or otherwise make changes to this Agreement (including to any Attachment or document referenced herein) from time to time on at least thirty (30) days' notice ("Notice Period"), which notice Viator will provide to Supplier by any reasonable means (including via email, via the Viator Technology, in connection with requesting Product rate information from Supplier, or other electronic or other

interactions with Supplier) If Supplier objects to the revised version of this Agreement (or any Attachment or document) Supplier will within the Notice Period notify Viator of Supplier's objection. If Supplier so notifies Viator, the revised version will not apply to Supplier and the parties will negotiate in good faith to resolve Supplier's objection within sixty (60) days after Viator first provided notice of the revised terms. If the parties do not reach agreement within such sixty (60) day period, at Viator's option in Viator's sole discretion, this Agreement will continue in accordance with its terms in effect prior to such notice or may be terminated by Viator. If Supplier does not notify Viator of Supplier's objection during the Notice Period, Supplier's continued access to and/or use of Viator Technology and other products, services and materials provided by Viator to Supplier under this Agreement after the effective date of such revised version of this Agreement will be deemed Supplier's acceptance of such revised version, however, changes to this Agreement will not apply to any dispute between the parties based on a claim filed before the effective date of the changes. Except as set forth in this Section, no amendment, modification or rescission to this Agreement or any Attachment or document will be effective unless it is made in writing and signed by both parties.

16. DISPUTE RESOLUTION. Any controversy, claim or dispute arising out of or relating to this Agreement, or the obligation of a party hereunder, will be settled exclusively in accordance with this Section, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. Each party will nominate a representative to negotiate in good faith to promptly resolve the controversy, claim or dispute for a period of up to fourteen (14) days following notification of the controversy, claim or dispute. In the event the controversy, claim or dispute has not been settled between the nominated representatives then, unless Viator designates an alternative method of dispute resolution that the parties shall follow (which it may do in its sole discretion), the parties will submit to final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury and, in such circumstances, the parties each waive the right to trial by a jury. Supplier agrees that any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted and Supplier is agreeing to give up the ability to participate in a class action. Any arbitration will be conducted in accordance with the currently prevailing commercial arbitration rules of the American Arbitration Association. The parties agree to abide by any decision and award rendered in the proceedings. The decision and award will be final and conclusive and may be entered in any court having jurisdiction thereof. The English language version of this Agreement shall govern and all proceedings conducted shall be conducted in English. Any arbitration hearing will be held in San Francisco, California. The applicable governing law will be as set forth in Section 18 (provided that with respect to arbitrability issues, federal arbitration law will govern). The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof.

17. ANTI-CORRUPTION. It is the intent of the parties that no payments or transfers of anything of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage. Supplier shall comply with all international anti-corruption laws, such as the United States Foreign Corrupt Practices Act and the United Kingdom Bribery Act, and that, with respect to Supplier's performance of any of its activities under this Agreement:

(a) No portion of any fees paid or payable by Viator to Supplier will be paid to, or accrued directly or indirectly for the benefit of, any person, firm, corporation or other entity other than Supplier.

(b) Supplier has not, and will not at any time, directly or indirectly, pay, offer, authorize or promise to pay, offer, or authorize the payment of, any monies or any other thing of value to: (i) any officer or employee of any government, department, agency or instrumentality thereof, (ii) any other person acting in an official capacity for or on behalf of any government, department, agency or instrumentality thereof, (iii) any political party, political committee, or any official or employee thereof, (iv) any candidate for political office, (v) any other person, firm, corporation or other entity at the suggestion, request or direction of, or for the benefit of, any government officer or employee, political party, political committee, or official or employee thereof, or candidate for political office, or (vi) any other person, firm, corporation or other entity with knowledge that some or all of those monies or other thing of value will be paid over to any officer or employee of any government, department, agency or instrumentality, political party, political committee, or officer or employee thereof, or candidate for political office.

(c) At Viator's request, Supplier shall provide a certification to Viator that Supplier is in compliance with the foregoing.

18. GENERAL. This Agreement, including Viator's Supplier Code of Conduct and Privacy Policy, and the Attachments, contains the entire understanding of the parties relating to the subject matter contained in this Agreement and supersedes all prior and contemporaneous agreements, arrangements and understandings between the parties. Any offer by Viator and any acceptance of such an offer by Supplier is limited to the terms in this Agreement only. Viator objects to any additional or different terms, and Viator's acceptance of any offer is expressly made conditional on assent to the terms of this Agreement. This Agreement will be governed by the laws of the State of California without regard



to its conflicts of law provisions and by entering into this Agreement, Supplier waives any claims that may arise under the laws of other countries or territories. The UN Convention on the International Sale of Goods shall not apply to this Agreement and is expressly disclaimed. In connection with Viator's performance of its obligations and exercise of its rights hereunder, Viator may have such obligations performed and such rights exercised on its behalf by the Viator group and any of Viator's affiliates and their respective agents, contractors, distributors, and service providers. The waiver or failure to require the performance of any provision herein will not be deemed to constitute a waiver of a later breach of the same or any other provision herein, and no such waiver will be effective unless in writing. Viator may assign or otherwise transfer this Agreement in whole or in part. Supplier may not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder, by operation of law or otherwise, without Viator's prior written consent and, for purposes hereof, a merger or change of control in which Supplier is not the surviving party will be deemed an assignment. Any attempted assignment in violation of the foregoing will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's successors and permitted assigns. Except as explicitly set forth in this Agreement, this Agreement will not be construed as creating an agency, partnership, joint venture or any other form of association for tax purposes or otherwise between the parties, and the parties will at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, and except for the sale of Supplier's Products by Viator as described herein, neither party will have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect and the parties will modify such provision so as to be valid and enforceable if possible in such jurisdiction and conform to the parties' intent. Any remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity. Sections 8 (Supplier Conduct), 10 (Confidentiality, Privacy), 11 (Mutual Representations and Warranties, Disclaimer), 12 (Limitation of Liability), 13 (Indemnification), 16 (Dispute Resolution) and this Section 18 (General) shall survive any termination or expiration of this Agreement.

Attachment 1
Payment Terms

On a monthly basis, Viator (or its designee) will pay Supplier a "Supplier Remittance" in an amount equal to the sum of the Net Rate for each Product purchased via the Distribution Channels and delivered by Supplier to Customers, less any adjustments, including for cancellations or refunds provided to Customers. Viator will make payment by Electronic Funds Transfer (EFT) within twenty-one (21) business days after the end of the Settlement Period (defined below). In calculating such payment amount, the Net Rate will be based on the lowest applicable wholesale rate at the time the Customer booked the Product. In the event that the Supplier Remittance payable to Supplier is less than fifty United States dollars (US\$50) or its equivalent in a given Settlement Period (the "Minimum Remittance Threshold"), Viator reserves the right to withhold payment of the Supplier Remittance until the aggregate Supplier Remittance meets or exceeds the Minimum Remittance Threshold.

Supplier will notify Viator of any billing discrepancies by email within forty-five (45) days after the date on which the Product was provided by Supplier to the Customer or thirty (30) days after receipt of remittance advice, whichever is later. After such period, adjustments for billing discrepancies will be made in Viator's sole discretion. Without prejudice to the foregoing, no dispute may be raised, and no claim, action or proceedings may be brought, against Viator in respect of any payment-related matter (including but not limited to matters relating to Net Rates and Supplier Remittances) after (a) the expiry of one (1) year from the date on which the payment at issue is due (or alleged to be due) by Viator, or (b) where more than one payment is at issue, the expiry of one (1) year from the date on which the first of such payments at issue is due (or alleged to be due) by Viator.

Viator will pay by EFT into the Supplier bank account provided by Supplier. If Supplier fails to provide, maintain or update the bank account details required by Viator (including all relevant tax information), Viator reserves the right to withhold payment until such time as this information has been provided. If Supplier requests payment in a form other than EFT or into an account or in a currency that is not denominated in United States Dollars, Pound Sterling, Euros or Australian Dollars, Viator reserves the right to apply a transaction fee and/or a currency conversion fee for such payment, which such fee or fees will not exceed Viator's cost. For each payment, Viator will make available to Supplier a remittance advice detailing the transaction ID and other booking information for each Product transaction included in the Supplier Remittance. **UNLESS SPECIFICALLY REQUIRED BY THIS ATTACHMENT, SUPPLIER WILL NOT SEND INVOICES TO VIATOR.** Any Supplier invoices sent to Viator are hereby rejected, and Viator has no obligation to pay, and no liability with respect to, any Supplier invoices sent to Viator.

"Settlement Period" for a given Supplier is based on the Viator-approved currency in which such Supplier is to be paid. Payment timeframes may be found at <http://supplier.viator.com/fag/payment-settlement-periods> or such other Uniform Resource Locator ("URL") as Viator establishes, as such may be updated from time to time.

Attachment 2
Operational Procedures & Technology

Product Bookings, Changes & Availability

All Products will be subject to "Freesale Booking" unless Viator and Supplier mutually agree that Freesale Booking is not commercially possible for a specific Product or that a Product is subject to On Request Booking (defined below). For Freesale Bookings, Supplier authorizes Viator to accept all requests from Customers for the purchase of Supplier's Products and to send confirmation of Product purchases to Customers. For avoidance of doubt, Supplier will accept all Freesale Booking requests and may not reject a Freesale Booking. If a Freesale Booking request lacks certain Customer Information, Supplier shall follow Viator's then-current customer contact procedures (defined below) (and to be clear, Supplier will not reject the booking). The parties may mutually agree that a specific Product is subject to "On Request Booking" in which case Supplier may accept or reject a booking request for the Product before the Customer receives confirmation from Viator. For On Request Bookings, Supplier agrees to accept or reject the booking request within forty-eight (48) hours. If Supplier accepts the request, the Product will be deemed purchased and confirmed.

Supplier will manage Product bookings, including without limitation accepting, rejecting and confirming Product bookings, using the interface made available by Viator. Supplier will keep Product availability current at all times.

All bookings not rejected by Supplier or Supplier's technology provider through an interface made available by Viator will be deemed accepted by Supplier. If a Customer is able to book a particular Product because Supplier appears to have availability for such Product through the Viator interface, Supplier will accept such booking. If booking through the Viator interface becomes disabled, regardless of fault and with or without notice, Supplier agrees to immediately revert to managing booking confirmations either through emailed booking confirmations sent from Viator or through other technology made available by Viator.

Supplier will notify Viator of any changes (e.g., changes to itineraries or timings), cancellations (e.g., tour cancellations, sold-out dates) and any other updates with respect to Products at least six (6) months in advance. If such advance notice is not possible, Supplier will notify Viator immediately upon becoming aware of such changes, cancellations or updates. If Supplier does not notify Viator in advance of such changes, cancellations and updates and Viator refunds Customers for the applicable Products as a result of the changes, cancellations or updates, Supplier agrees to compensate Viator for all amounts forfeited by Viator and pay reasonable amounts for Viator's efforts.

Cancellation and No-Show Policy

For each Product, Supplier will adhere to Viator's cancellation policy as set forth on the Viator.com website at the time of Product booking. Notwithstanding the foregoing, in any event, Supplier will not impose a more restrictive cancellation policy on Customers booking via the Distribution Channels than the cancellation policies Supplier imposes on customers booking directly with Supplier or through any third party (including, without limitation, through coupons, deal-of-the-day or flash sale websites, or any other distribution channel) (the "Supplier No Show Policy"). Unless cancelled by Viator, all Products booked by Customers through the Distribution Channels will remain available to the Customers in accordance with the Supplier No Show Policy. Supplier will use commercially reasonable efforts to accommodate Customers arriving after any no-show cut-off time.

Supplier Interaction with Viator

Supplier's use of the Distribution Channels and any associated tools, interfaces, application programming interfaces, extranets, computer software and any other Viator technology (collectively, the "Viator Technology") is subject to and conditioned on Supplier's compliance with the terms and conditions of this Agreement, including without limitation this Attachment. Supplier or its third-party service providers shall access and use the Viator Technology in accordance with the applicable documentation for such Viator Technology and any written instructions received from Viator. Viator may suspend Supplier's and/or its third-party service providers' access to and use of Viator Technology at any time if Viator believes that Supplier and/or its third-party service providers are in breach of this Agreement (including without limitation Supplier's representations and warranties). Supplier shall be responsible for the compliance of its third-party providers with the terms and conditions of this Agreement and shall be liable for any breach of this Agreement by such third-party providers. Supplier acknowledges and agrees that Viator owns all right, title and interest in and to the Viator Technology and reserves all rights not granted herein. Supplier shall not, and shall not permit any third party to: (a) copy, modify, adapt, transfer, distribute, resell, rent, lease, sublicense or loan the Viator Technology or create or prepare derivative works based upon the Viator Technology or any part thereof; (b) use the Viator Technology for any purpose other than as expressly permitted under this Agreement; (c) use the Viator Technology in contravention to any applicable laws or government regulations; or (d) attempt to decompile, disassemble or otherwise reverse engineer the Viator Technology.



Supplier (and not Viator) is responsible for obtaining, maintaining and configuring all telecommunications, broadband computer and other hardware, equipment, software and services needed to access and use the Viator Technology and paying all charges related thereto. If Supplier intends to engage a third-party service provider to obtain, maintain and/or configure Supplier's access to the Viator Technology, Supplier will notify Viator in advance and Supplier assumes responsibility for actions taken by such third party and such third party's compliance with this Attachment.

Supplier Interactions with Customers:

If Supplier needs to contact a Customer, Supplier shall use only the interface made available by Viator, unless agreed to otherwise by Viator, and any such use shall only be in furtherance of the sale of a Product through the Distribution Channels.

Customer Redemption: If Supplier requires a voucher or confirmation of purchase, Supplier will accept an electronic voucher for each Product sold through the Distribution Channels. If Supplier cannot accept electronic vouchers for a certain Product, Supplier must request approval from Viator and Viator may in its sole and absolute discretion waive the electronic voucher requirement, which waiver may be provided by Viator by e-mail.

Additional Restrictions:

Supplier is not authorized to systematically analyze, scrape or otherwise extract information or data (including without limitation guest reviews) from the Distribution Channels, or any other websites of Viator or the Viator group of companies, or any Viator affiliate. Supplier is not authorized to publicly display on Supplier's websites any of the content, text, images, materials, videos or other materials displayed on the Distribution Channels or any other websites of Viator or the Viator group of companies or any Viator affiliate (other than the Supplier Content).



**Attachment 3
Insurance**

If required by Viator, Supplier will procure and maintain a current Public (Product) Liability Insurance (PLI) and errors and omissions insurance with coverage limits consistent with industry standards and as may be required by applicable laws, rules and regulations. Such insurance will be provided through an insurer acceptable to Viator with an A.M. Best (or its equivalent) financial strength rating of A-VII or higher, and will include, without limitation, completed operations, blanket contractual liability, and personal injury and advertising liability. On Viator's request (which may be made by e-mail), Supplier will add Viator as an additional insured to such insurance policies and will provide a certificate of insurance evidencing all of the coverage described in this Section and that Viator has been added as an additional insured. Such insurance carried by Supplier will be primary to any insurance carried by Viator.

Notwithstanding the foregoing, Viator reserves the right to require specific additional coverage or increased coverage, or to waive the foregoing insurance requirements, based on Supplier's Product offerings, and Supplier will maintain its insurance at such levels upon Viator's request (which may be made by e-mail). Viator does not represent that the coverage it may require will be adequate to protect Supplier and such coverage and limits will not be deemed to be a limitation on Supplier's liability to Viator, if any, arising under this Agreement.

If Supplier fails to comply with the foregoing requirements, and fails to cure such failure within fifteen (15) days from receipt of Viator's written notice, Viator may elect to either (x) notify Supplier of a Deactivation or (y) terminate this Agreement.