

AFFILIATE PROGRAM AGREEMENT

BY REGISTERING AND SIGNING UP TO THE TAILORGO.COM AFFILIATE PROGRAM AS AFFILIATE PARTNER, THE AFFILIATE HEREBY AGREES, ACKNOWLEDGES, ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS OF THIS AFFILIATE AGREEMENT (THE "AGREEMENT").

BETWEEN:

1. **TAILORGO WORLD SL.**, a company having its registered office address CALLE BUEN SUCESO 16, 1-1, 28008 MADRID, SPAIN and its tax identification NIF B87904819 and registration in the Commercial Registry of Madrid Volume 36337 Folio 46 Sheet M-652853 Inscription 1, with the e-mail address info@tailorgo.com for contact purposes ("TailorGo"), which operates under the platform of its property hosted at the URLs www.tailorgo.com, or www.tailorgoplanners.com, or www.tailorgobuddies.com (the "Website(s)").

2. **THE AFFILIATE**, whose details are set out in the Affiliate Website(s) (the "Affiliate").

WHEREAS:

(i) TailorGo operates an online platform through which participating itinerary planners (the "Itinerary Planner") can make their itinerary planning services available for reservation, and through which visitors (the "Customer") can make reservations at such itinerary planning services and any additional services the Planner can offer, like "welcome meeting" or "whatsapp and phone assistance during the trip" (the "Service");

(ii) TailorGo maintains and exploits its own websites (the "Website(s)"), and also provides the Service and links to the Service on the websites of third parties;

(iii) the Affiliate owns, controls, hosts and/or operates one or more Internet domains and websites;

(iv) the Affiliate and TailorGo wish that the Affiliate advertises the Service (directly or indirectly) to its customers and visitors of the Affiliate Website(s) and in such form and on such terms and conditions as set out in this Agreement.

HAVE AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

“Affiliate” means the Party of which the relevant (contact) details are set out in the Affiliate Portal.

“Affiliate Portal” means the portal operated by TailorGo where Affiliate can log in and complete its profile, see all the available Offers and track its performances.

“Affiliate Website(s)” means the website owned, controlled, hosted and operated by the Affiliate on which the Service shall be made available.

“Black Hat” (also called spamdexing) means any attempt to redirect search results to particular target pages in a fashion or manner that is in violation of the Spamming Regulations. Black Hat SEO tactics include: keyword stuffing, hidden text and links, doorway and cloaked pages, link farming and blog comment spam.

“Cloaking” means a Black Hat search engine optimization (SEO) technique in which the content presented to the search engine spider is different to that presented to the user’s browser, with the purpose to deceive search engines so they display the page when it would not otherwise be displayed. Cloaking includes the doorway page technique and the Open Directory Project web directory.

“Commission” means the amount in Euro (including VAT) that TailorGo will pay to the Affiliate.

“Connections” means all links, landing pages and/or XML feeds and/or deeplinks and/or hyperlinks, created, hosted and maintained by TailorGo.

“Content” means all (descriptive) information of Itinerary Planners available on the TailorGo Portal including but not limited to Planner information and descriptions, Customers reviews, meta data, details of Planner’s area of coverage, photos, video, pictures, but excluding rates and availability (including any updates, modifications, replacements, additions or amendments).

“Customer Data” means the Customer’s name, address (including email address), credit card details and such other confidential and private information of a Guest.

“Double Serving” means multiple ads on the same results page of a search engine with the purpose to direct traffic to similar websites or pages with similar content.

“Effective Date” means the date on which the Service is starting advertising to the Customer on the Affiliate Website(s).

“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 (with whatever (country code) top-level domain, e.g. .com, .nl, .fr, .eu) 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.

“Link” means an embedded icon, object, graphic, or text within a web page or email that consists of a hypertext pointer to the URL address of TailorGo on the Affiliate Website(s).

“Materialized Transaction(s)” means the booking by a visitor of the Affiliate Website(s) who, through the Connection, has made a booking of an Itinerary Planner, and which booking has resulted in the actual provision for TailorGo.

“Micro Site” means all white label versions of the primary website of TailorGo, which are owned, created, hosted and maintained by TailorGo. The Micro Site may be marked with a ‘powered by TailorGo’ logo.

“Offer” means the TailorGo advertising proposal to the Affiliate, that the Affiliate can operate on its own Website(s). Offer’s Commission structure can be “pay-per-click”, “pay-per-lead” or “pay-per-sales”, with specific limitation and conditions by products, page, country, type of device. All available Offers are published and explained in the TailorGo Affiliate Portal.

“Paid Search” means any form of online advertising that ties the presentation of an ad to a specific keyword-based search request.

“Pay-per-click” means that the Commission is recognized to the Affiliate when the visitor on TailorGo Website(s) is coming from an Affiliate Website(s).

“Pay-per-lead” means that the Commission is recognized to the Affiliate only when the visitor coming from an Affiliate Website(s), has performed specific action on TailorGo Website(s) like: register as a new customer user, fill in the form to request an Itinerary Planner, and other action specified in the Affiliate.

“Pay-per-sales” means that the Commission is recognized to the Affiliate only when the visitor coming from an Affiliate Website(s), has made a booking of an Itinerary Planner (Materialized Transaction).

“Parties” means TailorGo and the Affiliate (each individually a “Party”).

“SEM” means search engine marketing and includes any form of online marketing that seeks to promote websites by increasing their visibility in search engine result

pages through the use of search engine optimization, paid placement, contextual advertising or paid inclusion.

“SEO” means search engine optimization and includes the process of (i) improving the volume or quality of traffic to a web site or a web page from search engines via “natural” or un-paid (“organic” or “algorithmic”) search results, or (ii) realizing or creating an improved or better ranking in search engine results for a specific keyword or keywords.

“Spamming Regulations” means any policies, regulations, restrictions or obligations as from time to time prescribed, declared applicable or announced by Third Party Platforms which (i) prohibit or prevent Double Serving, Cloaking or any similar technique or method, or (ii) contain such further restrictions or regulations in respect of spamming or preserving a unique user experience.

“TailorGo Data” means the Intellectual Property Rights of TailorGo and the Content as provided to the Affiliate under this Agreement and such other information from time to time owned or used by TailorGo or embodied or included in TailorGo Portals or made available by TailorGo to the Affiliate.

“Third Party Platforms” means any (third party) search engine (marketing provider), website, meta-search engine, search engines spiders, travel search sites, price comparison sites, social networking communities, browsers, content sharing and hosting services and multimedia blogging services or other (similar) channels or other forms of (traffic hosting) media, whether online or offline.

“Customer” means a visitor of the Portals that completed a Itinerary Planner reservation via the Service.

“Websites” means the website(s) of TailorGo and its affiliated companies and affiliated partners (including the Affiliate Website(s)) on which the product and service of TailorGo is available.

1.2 No Partnership

1.2.1 This Agreement is not intended, nor should anything herein or in any of the arrangements contemplated herein, be construed, to create a joint venture or the relationship of partners, partnership or principal and agent between or among the Parties. Unless the Parties agree otherwise in writing, none of them shall (i) enter into any contract or commitment with third parties as agent for or on behalf of the other Party, (ii) describe or present itself as such an agent or in any way hold itself out as being such an agent, or (iii) act on behalf of or represent the other Party in any manner, or for any purpose.

1.2.2 Unless agreed otherwise in writing by TailorGo or save as set out otherwise in this Agreement, the Affiliate shall not publish anywhere on the Affiliate Website(s) any statement, either express or implied, that the website is part of, endorsed by, or an official website of TailorGo.

2. SCOPE OF THIS AGREEMENT

2.1 Non-exclusivity

Subject to the terms and conditions of this Agreement, the Affiliate shall operate as a non-exclusive distributor (affiliate) of TailorGo.

2.2 Service

2.2.1 For the term of this Agreement, Parties have agreed that the Service shall be made available by TailorGo to the Affiliate Portal and on the website(s) as set out in Affiliate Portal (i.e. the Affiliate Website(s)).

2.2.2 When a booking is made by a visitor on or through the Affiliate Websites, TailorGo shall be solely responsible for the transmit of the relevant booking details from the visitor who completed a booking to the Itinerary Planner and (sending of) the subsequent (email) confirmation to the Customer.

2.2.3 The Affiliate shall promptly refer and/or forward all customer service related issues and questions in respect of the Service, (the consummation of) the booking (including any amendment or cancellation of the booking), the Itinerary Planner and all other relevant (payment) issues, complaints and questions directly to TailorGo and not provide any further services in this respect.

2.3 Link or Micro Site

2.3.1 In the event that the Service is made available through the Link, the Affiliate shall at its own costs integrate and make the Link available at such prominent place(s), web-pages and in such place, size and form on the Affiliate Website(s) as mutually agreed upon by Parties.

2.3.2 In the event that the Service is made available through the Micro Site, the Affiliate shall at its own costs integrate and make the Connections and/or the Micro Site available at such prominent place(s), web-pages and in such place, size and form on the Affiliate Website(s) as mutually agreed upon by Parties.

3. LICENSE

3.1 Mutual license

3.1.1 Subject to Clause 4.4, TailorGo hereby grants the Affiliate a non-exclusive, royalty free and worldwide right and license (or sublicense as applicable):

(a) to display such elements of the TailorGo Data and such further information of the Itinerary Planners on the Affiliate Website(s), all as provided or made available by TailorGo to the Affiliate;

(b) to promote and market the Service subject to the terms set out in this Agreement.

3.1.2 The Affiliate hereby grants TailorGo a royalty free and worldwide right and license:

(a) to incorporate, integrate, include and display the Link, the Micro Site and/or the Connection (as applicable) on the Affiliate Website(s), and

(b) to make the Service available on the Affiliate Website(s).

3.2 No sublicense right and non-disclosure

3.2.1 Unless agreed otherwise in writing by TailorGo, the Affiliate shall not (i) be entitled to sublicense the rights granted to it under Clause 3.1.1, or (ii) sublicense the Link or Connection to any third party, or (iii) hyperlink to the TailorGo Website(s) via or in collaboration with (the websites of) companies within the affiliate holding group and/or third parties.

3.2.2 Unless agreed otherwise by TailorGo in writing or save as set out otherwise in this Agreement, the Affiliate shall not directly or indirectly be entitled to sell, use, transfer, (sub)license, communicate, disclose, make available, allow access to, divulge or otherwise disseminate the TailorGo Data or the Content (i) to any third party, (ii) for price/availability comparison purposes, sites, reviews or investigations, or (iii) for any other purpose other than (generating Hotel reservations through) the Service.

4. COVENANTS AND UNDERTAKINGS

4.1 General covenants, undertakings and obligations

4.1.1 Subject to the terms of this Agreement, the Affiliate agrees to use commercially reasonable endeavours to (i) customize the Affiliate Website(s) and integrate the Link, Connections and/or the Micro Site in such a way as to generate as much traffic as possible to the TailorGo Website(s), and (ii) promote and market the Itinerary Planners and TailorGo brand on the Affiliate Website(s) within its commercial and

internal network and for this purpose shall make its distribution network and channels (e.g. its internet and intranet) available.

4.1.2 The Affiliate agrees not to take or omit to take any action which may affect TailorGo's relationship with the Itinerary Planners available on the TailorGo Website(s). The Affiliate agrees not to cause or permit to be done anything which may cause TailorGo to be excluded from the process of booking with any Itinerary Planner, moreover, the Affiliate shall not in a negative or detrimental way speak (i.e. badmouth) of or comment on (the business of) TailorGo and shall not persuade, induce or attempt to induce any Itinerary Planner to terminate its contract with or reduce its dealings and business with TailorGo.

4.1.3 The Affiliate agrees not to communicate with any Itinerary Planner in respect of (consumed) bookings made.

4.1.4 The Affiliate shall duly and diligently maintain and adjust the contents of the Affiliate Websites and shall keep the Affiliate Website(s) up-to-date and accurate. The Affiliate shall promptly correct any errors or omissions on the Affiliate Website(s) and in the information relating to the Itinerary Planner after becoming aware of such errors or being notified by TailorGo.

4.1.5 The Affiliate shall not programmatically evaluate and extract information (including Customers reviews) from any part of the TailorGo Website(s) (e.g. screen scrape).

4.1.6 The Affiliate shall not make any static copy of the Content or any part of the TailorGo Website(s) on the Affiliate's own server (including Customers reviews).

4.1.7 The Affiliate shall not make any bookings or reservations with any Itinerary Planner on the TailorGo Website(s) or the Affiliate Website with the purpose of reselling such booking or reservation to or for the benefit of a third party.

4.1.8 TailorGo will provide the Affiliate with a unique link to a secured website of TailorGo (the "Secured Website"), user ID and password which allows the Affiliate to monitor the booking of Itinerary Planners through the Affiliate Website(s) and all relevant management information made available by TailorGo online. The Affiliate 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 Secured Website. The Affiliate shall immediately notify TailorGo of any (suspected) security breach or improper use.

4.1.9 The Affiliate agrees and acknowledges that the restrictive covenants, undertakings, commitments, obligations and restrictions set out in this Clause 4 are of material importance to TailorGo, in particular for (i) its willingness to enter into this Agreement with the Affiliate and make the Service, the Content and the TailorGo

Intellectual Property Rights (directly or indirectly) available to the Affiliate, and (ii) the protection of goodwill, product, service and (market) reputation of TailorGo. Furthermore, the Affiliate agrees and acknowledges that all covenants, undertakings, commitments, warranties, obligations and restrictions set out in this Clause 4 shall (a) be promptly, duly and diligently complied with by the Affiliate, and (b) also apply in respect of the companies within the Affiliate holding group and the Affiliate shall procure, warrant and undertake that the companies within the Affiliate Group shall observe, adhere to, comply with and act in accordance with the terms and conditions set out in this Clause 4.

4.2 Goodwill and brand protection

4.2.1 In order to protect the product, service, brand and goodwill of TailorGo, the Affiliate hereby covenants, undertakes and warrants that the Affiliate Website(s) (including all other websites (directly or indirectly) owned, controlled or hosted by the Affiliate or companies within the Affiliate Group) save for the Micro Site, is (and shall remain) sufficiently and substantially distinct and different from the TailorGo Website(s) (to be determined at TailorGo sole discretion). The Affiliate hereby agrees and acknowledges that for the term of this Agreement and continuing thereafter:

(a) the look and feel of the Affiliate Website(s) (including all other websites (directly or indirectly) owned, controlled or hosted by the Affiliate) shall be distinctly and significantly different to the TailorGo Website including in respect of the color scheme, the composition, the typefaces, the design and the layout (including the brand), the (click) buttons, boxes and banners and the available features (save for those features reasonably required for the performance of the Affiliate's obligations under this Agreement);

(b) any logo(s) used on the Affiliate Website(s) (including all other websites owned, controlled or hosted by the Affiliate) shall be distinctly different to the TailorGo logo (save for any logo that may be provided by TailorGo for use by the Affiliate under or pursuant to this Agreement);

(c) the Affiliate shall not in any way imitate or copy the TailorGo Website(s) (in general or in respect of certain (new) features, pages, form, composition or aspects), and

(d) the Affiliate shall promptly comply at its own costs with any reasonable requests from TailorGo to make such (further) changes, alterations or amendments to any aspect of the Affiliate Website(s) which is or can be regarded to be confusingly or significantly similar to any element of the TailorGo Website(s).

4.3 Intellectual Property Rights

4.3.1 The Affiliate acknowledges that TailorGo and/or its licensors shall retain ownership of all rights, title and interest in and to all Intellectual Property Rights of TailorGo or embodied in the TailorGo Website(s), including (but not exclusively) the TailorGo logo and the Content.

4.3.2 The Affiliate shall not (directly or indirectly) disclose, integrate, include, use, combine, exploit, incorporate or otherwise make the TailorGo Data (or any part thereof) available (a) with its own content and/or the content of any TailorGo competitor, or (b) to or for the benefit of (i) itself (save for enabling the Service in accordance with the terms of this Agreement), or (ii) any third party (including any TailorGo competitor) (whether for the promotion of, marketing of, reference to, promotion of, advertising of or otherwise in the interest of or to such party), or (c) for any other purpose or in any other manner and/or on or through Third Party Platforms except as expressly provided for in this Agreement. The Affiliate shall not amend, alter, modify, distort, create derivative and/or new works based on and/or derived from the TailorGo Data and the TailorGo Data shall not include a (direct or indirect) link, reference, click-through or reference to (the website of) a TailorGo competitor. Upon termination or expiration of this Agreement, the Affiliate shall destroy, delete or upon first request of TailorGo return all TailorGo Data (including all hard and soft copies).

4.3.3 The Affiliate shall not (directly or indirectly) register, acquire, use, purchase or obtain Internet domain name which incorporates any word or words which are identical, or confusingly or substantially similar to "TailorGo" or any variations, translations or misspellings thereof, included as part of the address.

4.3.4 By entering into this Agreement, TailorGo does not (explicitly or tacitly) waive or forfeit any of its rights to which it is entitled by any law, contract or otherwise (now or in the future) in respect of the TailorGo Intellectual Property Rights vis-à-vis the Affiliate or other third parties.

4.4 Promotion and marketing

4.4.1 During the term of the Agreement, the Affiliate agrees and warrants that it shall not conduct, undertake, use, perform or exercise (or have or authorize third parties (to) conduct, undertake, use, perform or exercise) (a) Paid Search, SEM or SEO activities, (b) any activity to unfairly influence the results of Third Party Platforms, or (c) any other form of online targeted advertising (whether directly, indirectly, or via or through Third Party Platforms) in respect of:

- (i) the Service;
- (ii) the TailorGo Website(s);
- (iii) the Content;

(iv) the TailorGo Data;

(v) the TailorGo Brands;

Clause 4.4.1 in respect of paragraph (i) up to and including (v) shall survive termination of this Agreement.

4.4.2 The Affiliate shall not use, exploit or otherwise employ, directly or indirectly, any Third Party Platforms, to seek to avoid or circumvent its covenants, obligations or restrictions under this Agreement or those restrictions or covenants of which the Affiliate could reasonably expect that any such actions fall under the scope of this Agreement.

4.4.3 The Affiliate shall not exploit or use the Content for any purpose or in any manner and/or on or through Third Party Platforms except as expressly provided for in this Agreement.

4.4.4 During the term of this Agreement (and continuing thereafter in respect of the TailorGo Brands and the TailorGo Data) the Affiliate shall immediately comply with any request made by TailorGo to adhere to and comply with this Clause 4.4.

4.5 No Double Serving or Cloaking

4.5.1 The Affiliate Websites shall not be (directly or indirectly) linked to the TailorGo Website(s) due to Double Serving or any similar technique or method or such other restrictions as set out in any Spamming Regulations.

4.5.2 In the event that the Service is made available through the Link or the Micro Site, the Affiliate shall not make the Service (directly or indirectly) available through or use for this purpose travel search sites or price comparison sites, unless agreed otherwise in writing by TailorGo.

4.5.3 The Affiliate shall not (directly or indirectly) make the Affiliate Website(s), the Content or the Service available or present the Content, to the Third Party Platforms with the intention or purpose of or by (trying to) mislead(ing), deceive (deceiving), trick(ing) or fool(ing) human editors, computer search engine spiders, web-crawlers or (meta) search engines (including any similar tools or engines) of Third Party Platforms in order to give the Affiliate Website(s) a higher ranking or display when it would not otherwise be displayed or higher ranked if it would not have been using Cloaking or any similar technique or method.

4.5.4 The Affiliate covenants, undertakes and warrants to promptly adhere to, observe and comply with the Spamming Regulations (and all reasonable requests made by TailorGo in this respect) in order to avoid any breach by TailorGo or the Affiliate Website(s) of such policies due to or in respect of the Affiliate Website(s).

For the avoidance of doubt, the Affiliate cannot enforce any rights in this respect towards or vis-à-vis TailorGo and hereby waives any (right of) defense or claims against TailorGo in this respect.

4.6 Similar domain names

4.6.1 In the event that the Affiliate has or uses a domain name (confusingly) similar to the TailorGo Brands (the "Similar Domain Name") for the Affiliate Website(s) (to be determined at TailorGo discretion) or in the event that the Affiliate wishes to register, acquire, use, purchase or obtain a Similar Domain Name (subject to TailorGo prior written approval), the following applies. The Affiliate shall (and shall procure that the companies which it Controls shall) not, directly or indirectly:

(a) bid on or purchase internet placement rights for the Similar Domain Name or any part or similarities thereof in any manner in any of its advertising, including but not limited to, internet and web advertising.

(b) include the Similar Domain Name or any part thereof, or similar variations, translations or misspellings, in the meta tags of any web site code. This includes the meta title, meta keywords or meta description.

(c) purchase, obtain or use, directly or indirectly, any keywords from Third Party Platforms so as to redirect traffic to the Similar Domain Name, and

(d) purchase the Similar Domain Name or any part thereof, or any variations, translations or misspellings thereof, for use in text links, banner ads, pop-up ads or any other type of ad that could be associated with a keyword campaign.

4.6.2 In respect of Similar Domain Names other than the Affiliate Website, Parties have agreed that (i) all such Similar Domain Names shall be directly linked to the Affiliate Website through or via a direct re-direct and not actively be available or online for whatever purpose, and (ii) the Affiliate (nor any of the Affiliated Group) shall not in any way (online or offline) market, promote, dispose, sell, offer, advertise, (sub)license, make available, allow access to, refer to, publish or distribute the Similar Domain Names.

4.7 Burden of proof, compliance, injunctive relief and further remedies

4.7.1 Parties agree and acknowledge that in the event of an (alleged or threatening) infringement or breach by the Affiliate of its obligations under this Clause 4, the burden of proof is carried by the Affiliate. In other words, TailorGo carries the benefit of assumption and the Affiliate needs to provide and deliver sufficient and satisfactorily evidence (i.e. conclusive and irrefutable) in order to defend or reject a claim.

4.7.2 In the event that a TailorGo Website(s), campaign or advertisement is linked to the Affiliate Website(s) or the Affiliate's campaign or advertisement (or vice-versa) or in the event of a (threatening) breach of the Spamming Regulations by the Affiliate, the Affiliate shall (i) promptly notify TailorGo of such (threatening) breach after becoming aware of such breach, and (ii) upon first request of TailorGo promptly implement, comply with and abide by all of the terms, restrictions and prohibitions set out in this Agreement or requested by TailorGo. The Affiliate shall promptly contact each Third Party Platform or third party agency, and revise the Affiliate Website(s) and all ad copy, titles, descriptions, keywords, URL's, text links, advertisements, including all meta tags (meta titles, meta keywords and meta descriptions) to comply with the terms of this Agreement or as requested by TailorGo.

4.7.3 The Affiliate agrees and acknowledges that pending any compliance or implementation of the reasonable requests made by TailorGo or in the event that the Affiliate does not promptly comply with or adhere to all such requests of TailorGo under or pursuant to this Clause 4, TailorGo shall be entitled to postpone its obligations under this Agreement or immediately terminate this Agreement.

4.7.4 In the event of a breach of the covenants, undertakings, restrictions, obligations and/or warranties set out under this Clause 4 by or attributable to the Affiliate, TailorGo shall be entitled to exercise the following actions and rights, notwithstanding the remedies and actions for specific performance, damage compensation or injunctive or equitable relief available by law or contract:

(a) suspension of its (payment) obligations under or termination of this Agreement with immediate effect;

(b) TailorGo shall be entitled to use a Percentage Commission of 0% for all bookings made and/or each Materialised Transaction during the term that the Affiliate breaches the relevant obligations set out in Clause 4 or has not remedied its breach of the relevant obligations as set out in Clause 4 in full, and

(c) in the event of the use of a Similar Domain Name (or ownership or registration by the Affiliate of a website with a (confusingly) similar domain name as owned or used by TailorGo) and a repeated and/or material breach of Clause 4, the Affiliate shall transfer, assign and register the Similar Domain Name (including the website(s) with a (confusingly) similar domain name) to and in the name of TailorGo through a domain name registrar company of TailorGo's choice to be completed within 20 business days after the occurrence of a breach. In the event the Affiliate does not (cooperate with and effectuate the) set over, assignment and transfer (of) the relevant domain names, the Affiliate hereby irrevocably and unconditionally authorizes, empowers and gives a power of attorney to and in favor of TailorGo to sign and/or execute all documents that are necessary or useful in relation to or

required for the assignment, registration, set over and transfer of the domain names to and in the name of TailorGo.

5. OFFERS AND COMMISSION

5.1 Offers and Commission

5.1.1 In the TailorGo Affiliate Website(s) are listed all the available Offers, with the details concerning: the Commission structure that could be "Pay-per-visit", "Pay-per-lead" or "Pay-per-sale", the limitations and conditions of the Offer, the URL links and Content that the Affiliate can use to place on its Website(s).

5.2 Self-invoicing and invoice

5.2.1 TailorGo operates, and the Affiliate accepts, a "self-invoicing" system for any Commission owed to the Affiliate.

5.2.2 On or before the 20th business day of each month (the actual date being the "Release Date"), TailorGo shall provide the Affiliate with a credit invoice stating the Commission payable that month (the "Invoice"), referred to the previous month.

5.3 Payment and transfer Commission

5.3.1 TailorGo shall pay Commission to the Affiliate on a monthly basis, 60 days after the end of the month in which the guest departs, unless the amount of Commission due to the Affiliate at that time is less than €50, in which event TailorGo will be entitled to postpone payment until the month when such amount is due or until the amount is claimed by the Affiliate after the termination of this Agreement.

5.3.2 All Commission payments shall be made by direct bank transfer, into the bank account specified by the Affiliate in the Affiliate Website(s).

6. REPRESENTATIONS AND WARRANTIES

6.1 Affiliate warranties

The Affiliate hereby represents and warrants to TailorGo that for the term of this Agreement:

(i) the Affiliate has all necessary rights, title to, power and authority to own, operate and use the Affiliate Website(s) (including the relevant domain name(s)) and to include the Link, the Micro Site or the Connection (as applicable) on the Affiliate Website(s);

(ii) the Affiliate Website(s) shall not (a) violate Spamming Regulations, public policy and morals, or (b) contain any inappropriate, improper or unlawful content, reference, material, information, links or banners (e.g. in respect of porn or racism),

defamatory statements, elements which violate the privacy of third parties or are abusive, offensive or obscene;

(iii) the Affiliate holds and has complied with all permits, licenses and other governmental authorisations necessary for conducting, carrying out and continuing its operations and business, and

(iv) the Affiliate is an independent contractor for all purposes, and will be responsible and liable for its own taxes, social contributions and all other tax related matters.

6.2 Parties warranties and undertakings

6.2.1 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 authorise the execution and performance of this Agreement;

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

6.2.2 Each Party shall use its commercially reasonable efforts to protect and safeguard its Website(s).

6.3 Disclaimer

6.3.1 Except as otherwise expressly provided in this Agreement, neither Party makes any representation or warranty, 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. TailorGo provides the Service on an “as is” and “as available” basis.

6.3.2 Each Party acknowledges the difficulties inherent to the use of the Internet, in particular, varying speeds and congestion in the network can cause interruptions and difficulties in accessing a Website. Each Party excludes any and all liability in respect of the other Party which is related to any (temporary (scheduled or unscheduled) and/or partial or wholly) breakdown or downtime (for maintenance, updates or otherwise) of the Websites, the Secured Website and/or the Service.

7. INDEMNIFICATION AND LIABILITY

7.1 Indemnification

Each Party (the “Indemnifying Party”) shall be liable towards, and compensate, indemnify and hold the other Party (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.

7.2 Maximum liability

7.2.1 Save as otherwise provided for in this Agreement, the maximum liability of a Party for all claims made against such party by the other 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 1,000 (whichever is higher), unless in the event of fraud or wilful misconduct of Indemnifying Party, in which event the limitation of liability is not applicable for such liable party.

7.3 Third Party Claim

In the event of a third party claim, the indemnified Party shall promptly notify the other Party and Parties shall act in good faith and use their commercially reasonable efforts to consult, cooperate and assist each other in the defence and/or settlement of such claim, whereas the indemnifying Party shall be entitled to take over a claim and assume the defence and settlement (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).

7.4 Waiver of consequential damages etc.

In no event shall any Party be liable to the other Party for 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 indirect, special, punitive, incidental or consequential damages or losses whether such damages are alleged as a result of a breach of contract, tort or otherwise. All such damages and losses are hereby expressly waived and disclaimed.

8. TERM, TERMINATION AND SUSPENSION

8.1 Term, termination and suspension

8.1.1 Unless agreed otherwise, this Agreement shall commence on the date hereof for indefinite period of time.

8.1.2 Each Party may terminate this Agreement with immediate effect at any time and for any reason.

8.1.3 Each Party may terminate this Agreement or suspend this Agreement in respect of 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;
- (b) (filing of a request for) bankruptcy or suspension of payment (or similar action) in respect of the other Party, or
- (c) a (direct or indirect) change of Control in respect of the other Party.

8.1.4 Upon termination of this Agreement TailorGo shall continue to pay to the Affiliate any outstanding Commission in accordance with Article 5 for a period of 12 months after the termination date, on the condition that TailorGo has the correct contact and banking details for the Affiliate during that period. Should the Affiliate fail to claim any unpaid Commission within that 12 month period, such failure shall constitute an effective waiver of the Affiliate's right to claim such Commission.

8.1.5 Upon termination and save as set out otherwise, this Agreement shall absolutely and entirely terminate and cease to have effect without prejudice to Party's rights and remedies in respect of an indemnification or a breach by the other party of this Agreement.

9. BOOKS, RECORDS AND AUDIT RIGHT

9.1 Books and records

9.1.1 The systems, books and records of TailorGo (including Extranet, faxes and/or emails) shall be considered conclusive evidence in respect of the amount of the Commission due to the Affiliate under this Agreement.

9.2 Audit right

9.2.1 If TailorGo in good faith has reason to believe that the Affiliate has breached its obligations in respect of this Agreement, TailorGo may audit such systems, records and books (of account) of the Affiliate for the purpose of verification, review, and

investigation (as applicable) of the obligations of the Affiliate under this Agreement, in accordance with the following:

(a) Parties shall promptly appoint an independent certified auditor (the "Auditor"), reasonably acceptable to both Parties, who will be permitted to conduct an audit in respect of the relevant ((alleged) breached) covenant, undertaking, warranty or obligation under this Agreement.

(b) Parties shall provide the Auditor with all such information, data, co-operation, assistance and access to books and records of account, documents, files and papers and information stored electronically as the Auditor may reasonably request for the purpose of completing the scope of his/her assignment in a timely manner.

(c) The Auditor will provide both Parties with a copy of his/her report (the "Report") which Report shall provide for the results and finding of the audit.

(d) Audits will be conducted on business days during regular business hours.

(e) TailorGo shall bear the costs and expenses of the Auditor unless the Auditor determines otherwise on the basis of reasonableness and fairness.

10. CONFIDENTIALITY

10.1 Confidential Information

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 and operational information, usage statistics, ranking data, information in respect of rate, product and availability parity, pricing policies, conversion data and volume of click-throughs, and other related statistics, personal data of Customers, any software or information regarding software provided or used by TailorGo in connection with this Agreement, the terms of this Agreement 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.

10.2 Protect and safeguard Confidential Information

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 and who need to know such information in furtherance of this Agreement, (d) it shall not, and shall use prudent methods to ensure that Permitted Persons do not (i) copy, publish, transmit, reproduce, divulge, disclose or make the Confidential Information available to any third party, or (ii) use or store it in an unprotected retrieval system or data base (other than pursuant to the terms hereof), and (e) it shall return or destroy all ((hard and soft) copies of) Confidential Information upon written request of the other Party.

10.3 Permitted disclosure

Notwithstanding the foregoing, 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.

10.4 Customer Data

Parties shall use commercially reasonable efforts to safeguard the confidentiality and privacy of Customer Data and to protect it from unauthorized use or release. Parties agree to comply with Directives 95/46/EC and 2002/58/EC on the processing of personal data and the protection of privacy.

11. MISCELLANEOUS

11.1 Notices

11.1.1 All notices and communications must be in English, in writing, and sent by facsimile or nationally recognized overnight air courier to the applicable facsimile number or address set out in this Agreement. Notices are deemed delivered and received upon successful facsimile transmission or one business day after the date of delivery by a recognized overnight air courier.

If to TailorGo: TailorGo World SL, Calle Buen Suceso 1-1, 28008 Madrid (Spain) - email: info@tailorgo.com

If to the Affiliate: See Affiliate Partner Registration Form.

Any notice or communication to be provided to the Affiliate under this Agreement shall be sent to the email address as provided by the affiliate in the Affiliate Website(s).

11.1.2 The Affiliate shall clearly include in all correspondence (e.g. in the reference or subject line) its assigned Affiliate ID number.

11.2 Covenant and undertaking

11.2.1 Each Party shall, at its own costs and expenses, use all reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable law or upon reasonable request of TailorGo, and execute and deliver such instruments of assignment, transfer, deeds, documents and other papers, as may be reasonably required to carry out the provisions of this Agreement or perform under or in accordance with the Agreement.

11.3 Whole Agreement

11.3.1 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.

11.4 Assignment and third party beneficiary

11.4.1 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 TailorGo 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 Affiliate.

11.4.2 This Agreement is concluded for the benefit of the Parties and their respective successors and permitted assigns, and nothing herein is intended to or shall implicitly confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement, except to the extent explicitly stated otherwise in this Agreement.

11.5 Partial invalidity

11.5.1 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.

11.6 Translation

11.6.1 The original English version of this Agreement may have been translated into other languages. The translated version of this Agreement is a courtesy and office

translation only and the Affiliate 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 this Agreement, the English language version shall apply and prevail and be conclusive and binding. The English version shall be used in legal proceedings.

11.7 Execution, performance and effect

11.7.1 The Agreement only enters into force and effect upon written confirmation of acceptance and approval of the Affiliate by TailorGo. By registering and signing up to the TailorGo Affiliate Programme as affiliate partner, the Affiliate agrees, acknowledges and accepts the terms and conditions of this Agreement.

12. GOVERNING LAW AND JURISDICTION

12.1 Governing law

This Agreement shall be exclusively governed by and construed in accordance with the laws of Spain.

12.2 Jurisdiction

Any disputes arising out or in connection with this Agreement shall exclusively be submitted to and dealt with by the competent court in Madrid, Spain.