

PARTNER COOPERATION AGREEMENT FOR MANAWA

xxx is a company incorporated under xxx, having its registered office at xxx; identified under xxx, hereby represented by xxx.

I *agree to the below Partner Terms and Conditions.*

ADRENALINE HUNTER SAS, trading as MANAWA (“**MANAWA**”) is a company incorporated under French law with a share capital of 35,851.54 euros, having its registered office at 116 rue Réaumur, 75002 PARIS, FRANCE; identified under RCS Paris N°813 255 783.

MANAWAMANAWA owns and operates the manawa.com website (the “**Platform**”), an online booking platform through which participating partners (the “**Partner(s)**”), subject to the terms and conditions set forth herein, can promote and sell sport activities and related services, and enables Platform users to book said activities online.

In order to benefit from the services offered by MANAWA and have access to the Platform, Partners must agree to the terms of service defined in this agreement (hereinafter the “**Terms**” or the “**Agreement**”).

Words with initial capital letters used hereinafter shall have the meanings ascribed to them in the relevant paragraph.

ARTICLE 1 AGREEMENT

Partners are in the business of providing sport activities and related services (the “**Activity(ies)**”) and is interested in promoting and selling said Activities through the Platform under its own name and trademark.

This Agreement, which governs Partner’s access and usage of the Platform and related services, is made and entered into by and between MANAWA and Partners (the “**Parties**” or individually a “**Party**”).

If a Partner is a corporate entity, the individual whom accepts and agrees to these Terms represents that he has the right and authority to legally bind such entity or organization to enter into this Agreement.

ARTICLE 2 DESCRIPTION OF MANAWA’S SERVICES

MANAWA acts as an intermediary between Partners and end users or Customers and shall never and under no circumstances be considered a party to contracts concluded between Partners and Platform users who entered into a Transaction (as defined hereafter) with Partners through the Platform (the “**Customers**”). i.e. a Client booking through the Platform is therefore legally equivalent to a booking made directly with the Partner.

The services provided by MANAWA to Partners through the Platform (the “**Platform Services**”) consist in:

- referencing on the Platform all or part of Partner’s activities (the “**Activities**”), using information provided by a Partner;
- allowing users to send booking requests to Partners or purchase Activities in the form of gift vouchers, as further described in Section “**Booking Procedure**” of the Terms;
- enabling payments to be made between the Customer and a Partner, on behalf of the Partner, as further described in Section “**Payment Services**” of the Terms;
- allowing Partners and Customers to cancel Activities, with automatized subsequent payments, subject to cancellation policies;
- granting Partners access to a personal account (the “**Account**”) on the Platform through which Partners will be able to access the list and description of its Activities, and manage bookings for its Activities.

If a Partner wishes so, MANAWA may be able to provide additional services (ie. highlighting Partner’s Activities by producing specific content and/or sending newsletters to Platform users). Such additional services may involve an extra-cost for Partners as set forth either in MANAWA’s rates provided to Partners or in a separate agreement concluded between the Parties.

In particular, the Partner may opt in to use the possibility to allow booking and payment on the Partner’s own website (or other media), using MANAWA’s booking and payment services (the “**Widget**”). In which case, such Transactions will be tracked and identified separately.

To the extent permitted by applicable law, MANAWA makes no representation, commitment or warranties, whether expressed, implied or statutory, related to or arising in any way out of the Agreement or the Platform Services (including regarding merchantability, satisfactory quality or fitness for purpose), except for the representations, commitments and warranties expressly and unequivocally set forth under these Terms. In particular, MANAWA makes no warranty regarding the Platform's availability on an interrupted, timely, secure, or bug/error free basis, or the fact that it will meet Partner's and/or the Customer's needs, requirements or expectations.

MANAWA's Platform is designed for professional Partners only. Furthermore, MANAWA shall always be able to decide, at its entire and sole discretion, which Partners and or Activities are listed on the Platform.

ARTICLE 3 PARTNER'S OBLIGATIONS

3.1 Information

Partners may complete a registration form and provide MANAWA with any and all useful additional information and/or documents reasonably requested by MANAWA, including but not limited to:

- o any information and up-to-date document needed to check its identity, legal status, shareholders and payment details;
- o professional licenses, diplomas, certifications, etc.;
- o insurance policy, as described below;
- o any information regarding its Activities.

3.2 Representations and warranties

The Partner represents and warrants that it is a duly established company or professional, that it will remain solely responsible for any and all Activities booked through the Platform and that it has and will continue, during the whole duration of the Agreement, to:

- have the rights, power and authority necessary to enter into the Agreement and execute the Agreement in every respect;
- be duly organized, validly exist and be in good standing under the laws of the country in which its business is registered and that it is registered to perform its Activities within such country;
- hold all necessary licenses, consents, permits, authorizations and agreements required for it to comply with its obligations under this Agreement;
- hold all the permits, authorizations, licenses, diplomas, qualifications and other authorizations required or necessary for the performance of its operation and to provide the Activities (including but not limited to any professional qualifications in relation with the Activity concerned) and provide and execute all Activities in a professional and workmanlike manner with a high degree of care and diligence and in compliance with all legal standards (including safety, health, etc.) of relevant professional organizations or associations;
- ensure that the Activities offered do not violate any applicable laws or regulations, third party rights or morality;
- provide the Activities booked by Customers (without prejudice to 3.6 below) and ensure best possible customer service and experience;
- supervise, control and take full responsibility for the actions (or lack of action) of any and all workers, employees, temporary personnel, agents, contractors, directors, representatives, and more generally anybody involved in or contributing to the provision of the Activity(ies) (the "**Personnel**").

The Partner commits to inform MANAWA immediately if any of the above representation and warranties cannot be met or if there are other imminent circumstances that could result in same not being met.

Partners expressly acknowledges that it is not MANAWA's duty to advise Partners regarding compliance and obligations, including tax related obligations, imposed by the law or other regulations, and that Partners solely bear this responsibility.

Unless expressly agreed otherwise by MANAWA, Partners shall provide and perform the Activities itself. Partners shall under no circumstance act as a reseller or agent for third Parties and/or offer Activities in fact performed by sub-contractors.

Partners are responsible for all after-sales customer service relating to or arising from its Activities, including, without limitation, management of the Customer or third party claims, complaints, requests, recourses or litigation. In the event that

MANAWA receives such calls or any other type of communications from Customers or third parties regarding the Activities, MANAWA will do its best efforts to answer, but may redirect them to Partner.

3.3 Pricing Policy

Partners shall ensure that the prices of the Activities set forth on the Platform are not higher than the prices offered by Partners on its own website, catalog or through any other platform or channel, including direct sales at the location of execution of the Activities.

The price for each Activity shall include all taxes, fees, etc. Partners shall under no circumstances ask the Customer to pay any further taxes, dues, commissions or other expenses in connection with the Activities, with the exception of optional ancillary services (photos, videos etc.).

Partners agree that changes in Activities' prices occurring after the purchase of a gift voucher shall not affect said voucher and that the price applicable at the time of the purchase will remain so during the voucher's validity period.

3.4 Content

Partners describe their Activities in accordance with the principles and requirements of the Platform. The Activity descriptions shall be complete and accurate at all time (Partners shall immediately inform MANAWA and update its information in case of a change or if an Activity becomes unavailable). Partners remain solely responsible for providing Platform users and Customers with accurate information, including but not limited to correct descriptions of the Activities and prices.

Furthermore, a Partner shall prevent itself from sending nor posting Content which could or may (i) infringe any applicable laws or regulations or (ii) violate the rights, including intellectual property rights, of any third party, and/or (iii) promote any political/religious/sexual activity or preference and/or in any way be considered offensive by a user (for the purpose of these Terms, "**Content**" shall mean any information and other elements provided to MANAWA by Partners, either directly or through a Partners own website, as the case may be, or delivered by Partners through the Platform Services, including but not limited to the documents, photos, texts, trademarks and information relating to the presentation of the Activities).

It is reminded, and the Partner acknowledges and agrees, that the display and inclusion of any Activity and/or Content on the Platform is at the sole discretion of MANAWA. MANAWA therefore reserves the right to refuse to offer an Activity on the Platform and/or post a Content. In addition, MANAWA is entitled to change, update or remove Activities and/or Content on/from the Platform, at any time. Any changes made by MANAWA to Partners' Content shall be notified to the Partner within a reasonable delay. Notwithstanding the foregoing, MANAWA is not entitled to make any change affecting the substance of the Activity and/or its price.

Upon conclusion of this Agreement, if the Partner so wishes, the Partner and MANAWA may include links to their respective websites and the Partner may post MANAWA's logo, with a direct link to the Platform, on its own website, for SEO optimization.

3.5 Booking procedure

If an availability check is needed, the Platform user enters his/her payment details (payment pre-authorization) and submits a booking request through the Platform. The booking request will be automatically transmitted to Partners, by email, SMS, or other communication means.

Partners shall answer requests within forty-eight (48) hours. If a Partner does not answer the request within 48 hours, MANAWA may suggest another similar Activity provided by another Partner to the Platform user, and/or cancel the credit card (or other payment means) pre-authorization.

If the request is accepted, the booking is confirmed, MANAWA collects the Activity's price by debiting the Customer's credit card (or other payment means) and the contract between a Partner and the Customer becomes binding (the "**Transaction**").

If no availability check is needed, or if the Partner uses a third-party booking management software to which MANAWA is connected to and which enables showing live availability on the Platform, the Platform user can directly book the Activity and pay through the Platform via credit card or any other accepted payment means, and therefore complete the Transaction.

In the case of gift vouchers, MANAWA collects the Activity's price and debits the Customer's credit card upfront. To book its activity, the beneficiary of the gift voucher follows the same booking procedure as detailed above, and Partners are informed of the booking through the same means.

3.6 Cancellation

General Principle

When creating a new Activity under its Account, Partners will choose one of the four cancellation policies. This Activity-specific cancellation policy will be readily available to Platform users and communicated to Customers as part of the booking process. The cancellation policy forms an integral part of the Transaction.

Cancellation by the Customer

The Customer may cancel a Transaction at any time and any refund will be subject to the applicable cancellation policy.

Should the Customer contact directly the Partner to cancel a Transaction, a Partner shall notify MANAWA as soon as practically possible.

Cancellation by Partner

Partners commit to provide the Activities booked by Customers. Partners may cancel a Transaction only if unforeseeable or unavoidable external circumstances render the performance of the activity impossible or dangerous (e.g. due to weather conditions or Force Majeure).

Partners will inform MANAWA and the Customer as soon as possible, either directly or through the Platform.

Consequences of a cancellation

Once MANAWA is notified of the cancellation, MANAWA will process, if applicable, a refund to the Customer, in accordance with the cancellation policy applicable to the Activity and Transaction. When a partial refund is due to the Customer, the left-over money will be paid to Partner, minus MANAWA's Commission (as defined below).

If a Customer does not check-in at time of executing the booked Activity (No Show), Partner shall notify MANAWA within one (1) day of the check-in date. In such a case the amount charged to the Customer by MANAWA on behalf of Partner will be dealt as if the Activity had actually been performed, and will be paid to Partner, minus MANAWA's Commission (as defined below).

3.7 Insurance

The Partner represents that it has taken out, and will maintain for as long as the Terms will remain applicable, adequate civil, professional and public insurance with a first rank insurance company to cover any and all direct and indirect damages, including but not limited to, bodily injuries (including death) and damages to property (i) arising out of or relating to the performance of the Activities that are directly or indirectly ascribable to Partner, its Personnel and/or associates, or any individual or legal entity working or acting for it in any capacity whatsoever, and/or (ii) in connection with Partner's obligations and warranties under these Terms.

A Partner undertakes to provide MANAWA upon acceptance of the Terms and each year with a copy of (all) the insurance certificate(s) held by Partner in connection with its business and Activity(ies).

MANAWA reserves the right to suspend any payments due to the Partner, until the Partner has submitted the abovementioned valid insurance certificate(s).

3.8 Loyalty

All Customer inquiries and other Customer's requests received by Partners directly or indirectly via the Platform shall be handled through the Platform. If a prospective customer coming from the Platform, books an Activity outside of the Platform, Partners shall in good faith refer him to the Platform. The Commission(s) on such Transaction(s) concluded outside of the Platform shall be payable just as if it(they) had been concluded on the Platform.

3.9 Login and password

Partners are responsible for maintaining the confidentiality of its login and password to access Partner's extranet on the Platform. As a precaution, MANAWA recommends changing passwords periodically.

Partners will be fully responsible for any actions on the Platform by any person who obtained access to its Account through the use of its login and password. MANAWA is not responsible for any damages or losses resulting from any breach of security caused by Partner's failure to maintain its login and password confidential.

ARTICLE 4 PAYMENTS AND COMMISSIONS

4.1 Initial Customer payment & Invoicing

Partners hereby mandate MANAWA to act as its agent for purposes of processing payments and refunds pertaining to the Transactions.

As a result, the Parties agree that upon completion of a Transaction, MANAWA shall process the payment corresponding to the full price of the Activity.

Partners will help MANAWA fight credit card fraud (e.g. fraudulent booking arising from the theft and unauthorized use of a third party's credit card information) which can occur from Transactions. As such, MANAWA may ask Partners to verify and provide Customer identification (e.g. passport, ID card) prior to commencing the Activity.

Regarding invoices, Partners shall be solely responsible for:

- establishing invoices to Customers as per its usual business practice;
- determining whether Taxes (as defined below) apply to the Transaction and collect, report, and remit the correct Taxes to the appropriate tax authority (for the purpose of these Terms "**Tax(es)**" shall mean any and all taxes sales, goods and services, use, excise, import, export, value added, consumption and other taxes and duties assessed, incurred or required to be collected or paid for any reason in connection with any advertisement, offer or sale of Activities by Partners on or through the Platform, or otherwise in connection with any action, inaction or omission of Partners or any of its Personnel).

4.2 Platform Services' cost

In respect to Transactions completed through the Platform, the Partner will pay to MANAWA a commission of 25% of the total booking value (including VAT). In respect to Transactions completed through the Platform, via the Widget (if used by Partner), the Partner will pay to MANAWA a commission of 7% of the total booking value (including VAT) (together, the "**Commission**"). The Commission will also apply to any amount retained from the Customer in case of cancellation, as applicable. Partners are responsible for any Taxes due and Partners will pay MANAWA the Commission without any reduction for these amounts.

The Commission itself may be subject to VAT, in accordance with applicable laws.

The Commission will be invoiced by MANAWA to Partners monthly, as detailed below. Corresponding invoices will be transmitted by e-mail and will be accessible on the Platform using the Partner's account.

4.3 Balance Payment Process

All financial transactions are handled by MANAWA's financial services' partner(s) and paid to MANAWA's accounts. As per the Balance Payment Process described below, MANAWA becomes the Partner's debtor until the corresponding balance payment has been settled. MANAWA

On the 14th day following the end of each month, MANAWA will calculate the amount due to Partners (the "**Balance**"), as per the following principles:

- total amount paid by the Customers for the Activities performed and completed during the previous month, as well as all amounts retained from Customers in case of cancellations;

- minus amounts corresponding to Transactions challenged by Customers (amounts corresponding to Transactions or Activities giving rise to a dispute will not be paid to the Partner until the dispute has been resolved);
- minus the Commission due to MANAWA by Partners and any other fees or amounts that may be due by Partners to MANAWA (such as fees pertaining to additional services provided by MANAWA).

The amount corresponding to the Balance will be wired to Partner's bank account no more than sixteen (16) days following the end of each month, provided that all documentation required by applicable laws and regulations (often referred to as "KYC documents") as well as (valid) insurance and professional documents have been provided by Partner to MANAWA and/or its financial services' partner(s), and that such payment does not infringe any laws or regulation.

Standard banking fees and other transaction costs are at the expense of MANAWA, except if. the particular situation of the Partner generates non-standard transaction costs (e.g. due to Partner's bank account, to its banking system or to the chosen currency).

Due to bank transfer costs in certain geographies (making the use of SWIFT compulsory), MANAWA may decide to postpone payment of the Balance to the Partner until the Balance reaches a minimum of up to 1000€ or an equivalent amount in Partner's payment currency.

ARTICLE 5 INTELLECTUAL PROPERTY

Partners acknowledge that MANAWA owns all right (including intellectual property rights) pertaining to the Platform and associated trademarks, logos, contents, source code, etc. (the "**Properties**"). The Agreement does not grant Partners any rights, implied or otherwise, regarding/on the Properties.

For the purpose of promoting the Activities and the Platform and for performing the Platform Services, Partners authorize MANAWA to use, reproduce and adapt any and all elements of the Content. This worldwide license is given free of charge as the Partner understands that it is necessary, and in his interest, to allow MANAWA to promote the Activities and the Platform. This license includes the right for MANAWA to use and display the Content, including Partner's trademarks and logos *via* different marketing media.

The rights hereby granted to MANAWA can be sublicensed by the latter to any subsidiary, subcontractors or partners, especially affiliate partners through which the Activities could be offered, or advertised (e.g. travel guides, sport & travel bloggers etc.).

The Partner shall obtain any consents, licenses or approvals required to allow MANAWA to use, exploit and/or adapt the Content. Partners shall indemnify and hold MANAWA harmless against any and all liabilities arising from Partner's failure to comply with this obligation.

ARTICLE 6 DATA PROTECTION

Each Party warrants and undertakes that it will duly observe all its respective obligations under all applicable data protection laws ("**Data Protection Laws**").

The Partner remains solely responsible in its capacity as personal data controller for determining the purposes and means of MANAWA's processing of a Partner personal data under the Agreement, being specified that a Partner personal data includes the Customer's personal data processed by the Partner.

Partners shall indemnify and hold MANAWA harmless against any and all costs, claims, damages, losses, expenses and liabilities arising as a result of or in connection with any notice, action, claim, demand or allegation that any processing of Partner's personal data undertaken by MANAWA in accordance with Partner's instructions infringes the rights of any third party or is in any way contrary to the provisions of Data Protection Laws.

ARTICLE 7 WARRANTY AND LIABILITY

[MANAWA is not a party to the transaction concluded between the Partner and the customer]

MANAWA acts as a mere intermediary between end users and Partners and is therefore not a party to contracts formed between Partners and Customers nor involved in the execution of the Activities or Transactions.

[MANAWA shall not bear any liability in connection with the Activities]

MANAWA shall under no circumstances be liable in the event of prejudice, loss or damage caused by the Customer to Partners or by Partners to the Customer or by/to third parties in connection with the Activities, regardless of the nature of the damage or loss (whether it is direct, indirect, consequential or otherwise). If a dispute shall arise between a Partner and the Customer or a third party, Partner releases MANAWA, its subcontractors and their respective agents, officers and employees, from claims, demands and damages of any kind and nature, known and unknown, suspected and unsuspected, arising out of or in any way connected with such disputes. *Inter alia*, as an example, MANAWA assumes no liability for personal injury or property damage arising as a result of or in connection with the Activities and/or of the execution or non-execution of a contract concluded between Partner and a Customer or a third party, and Partners shall indemnify and hold MANAWA harmless against all costs, losses, damages and/or expenses in that respect.

[Partner shall defend and hold MANAWA harmless against any claim in connection with the Activities]

Partners shall defend, indemnify and hold MANAWA, its subsidiaries and their respective officers, directors, employees and agents harmless against any claim, loss, expenditures, costs, damage or judgment directly or indirectly arising from or in connection with the execution of the Activities (or the cancellation or non-execution of the Activities by Partners for any reason whatsoever).

[If MANAWA was found liable, its liability shall be limited to direct damages and to the amount of Commissions paid by a Partner to MANAWAS over the previous 6 month. Furthermore, any claim shall be filed within a 1 year limitation period. All the limitation of liabilities provided herein will survive the termination of the Agreement and shall apply even if the Agreement is invalid or unenforceable.]

Without prejudice to the foregoing, it is expressly agreed that in any case:

- in no event shall MANAWA be liable for indirect damages, including but without limitation, loss of profits, loss of goodwill, loss of business, loss of revenue, loss of contracts, loss of anticipated savings, loss of data, loss of clients, damage to or corruption of data or business information;
- except and only to the extent the foregoing exclusion of responsibility is expressly prohibited by applicable law, MANAWA's total aggregate liability, for the period of the Agreement, for all claims and damages arising from negligence, breach of contract, warranty or indemnity, or any other reason or legal ground, under or in connection with the Agreement and/or the Platform Services, shall not exceed an amount equivalent to the Commissions (excluding taxes) payable or paid by a Partner to MANAWA under the Agreement during the six (6) months immediately preceding the (most recent) event giving rise to the liability;
- to the extent possible under applicable law (as per Article 12), any claim or cause of action arising out of or related to the Platform or the Platform Services, or in relation with this Agreement must be filed within one year after such claim or cause of action arose or be forever barred;
- any and all limitation of liability provision contained in this Article 7 shall survive the expiration or termination of the Agreement for any reason,
- the limitations of liability provided under this Article 7 include and are applicable to both any liability expressly provided for under this Agreement and to any liability arising by reason of the invalidity or unenforceability of any term of this Agreement.

ARTICLE 8 MODIFICATIONS

MANAWA has the right to occasionally update the Terms present. The most current version will be available at any time on the Platform and/or on Partner's Account.

MANAWA may ask Partners to consent to updated Terms in a specific manner (via email notification or other communicational means). If Partners does not agree to such updated terms, Partners shall notify MANAWA and stop using the Platform and the Platform Services. Otherwise Partners will be deemed to have accepted the changes.

ARTICLE 9 TERM AND TERMINATION

This Agreement shall come into force upon acceptance by the Partner of these Terms and will be enforceable for as long as the Partner offers Activities on the Platform.

Either Party may terminate this Agreement at any time, for any reason and without providing justification to the other Party, by giving one month's written notice to the other Party. In this case, Partners shall immediately cease proposing Activities on the Platform. If any Activity(ies) already booked and paid for by a Customer are scheduled after this 30 days period, said Activity(ies) shall be carried out by Partners and the corresponding Commissions shall be paid. In this case, the Terms will remain applicable to the extent necessary to cover said Activity(ies).

In addition, MANAWA may immediately, without notice, terminate this Agreement and stop providing access to the Platform and cancel all pending Transactions if (i) A Partner has materially breached its obligations under these Terms, (ii) A Partner has violated applicable laws, regulations or third party rights, or (iii) MANAWA believes in good faith that such action is reasonably necessary to protect the personal safety and property of clients/third parties/MANAWA, the Platform.

Upon termination of the Agreement for any reason, the clauses of these Terms that reasonably should survive termination of the Agreement will remain in effect, including with respect to Partner's liability regarding Activities booked and/or performed prior to the termination.

ARTICLE 10 INDEPENDANT CONTRACTOR

Partners will act as an independent contractor. Nothing contained herein will be construed to create the relationship of principal and agent, subcontractor, employer and employee, partners or joint venture.

ARTICLE 11 MISCELLANEOUS

Partners and MANAWA reciprocally authorize each other to make reference to the Platform, a Partner and/or its Activities on any communication medium in order to promote the Platform and/or the Activities.

Partners shall keep these Terms (in particular any provision regarding the Commissions) confidential. This obligation shall remain valid for five (5) years following the expiration or termination of the Agreement.

If a Partner has a change in ownership or transfers part or all of its business to another party, Partners must advise MANAWA in writing of the anticipated changes at least fourteen days prior to such change occurring. Provision of notification to MANAWA does not constitute an assignment of the Agreement.

This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the Parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

ARTICLE 12 DISPUTE RESOLUTION – APPLICABLE LAW - JURISDICTION

This Agreement shall be governed and enforced in accordance with the laws of France. Any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, interpretation, termination, or validity hereof which cannot be resolved by mutual agreement of the Parties shall be submitted to the exclusive jurisdiction of the Paris Commercial court (*Tribunal de commerce de Paris*).