

General Terms and Conditions of Business (GTCB) for the Partner Contract

Preamble

Hotelcard AG, Burgstrasse 18, 3600 Thun (hereinafter "Hotelcard AG") markets and brokers hotel stays in Switzerland. Hotelcard AG members are issued a Hotelcard as proof of purchase. The Hotelcard entitles the members (hereinafter "Guest/Guests") to book hotel accommodation at a discounted rate as per the provisions below.

The contractual relationship between Hotelcard AG and the Guest is based exclusively on the "General Terms and Conditions of Business (GTCB) for the Purchase and Use of the Hotelcard and for the Purchase of Hotelcard Vouchers".

Conclusion of the partner contract

The Accommodating Party's hotel registration via the Hotelcard AG portal represents application to conclude a contract. The partner contract between the parties will be concluded by means of Hotelcard AG's written or electronic confirmation addressed to the Accommodating Party. The parties' signatures are not a prerequisite of validity. The contract becomes effective when Hotelcard AG issues a written or electronic confirmation addressed to the Accommodating Party.

Scope of validity

These Hotelcard AG General Terms and Conditions of Business for the Partner Contract (hereinafter "GTCB") are an integral element of the partner contract between Hotelcard AG and the accommodating party/tourism company (hereinafter "Accommodating Party"). By submitting the Accommodating Party's hotel registration via the Hotelcard AG homepage the Accommodating Party is declaring its consent to the GTCB.

The booking procedure

The Guest ascertains via the Hotelcard AG portal (www.hotelcard.com; www.hotelcard.ch) and/or by making a direct enquiry to the desired Accommodating Party whether the Accommodating Party offers overnight stays which can be booked at a reduced rate as a result of purchasing the Hotelcard. Bookings can, likewise, also be

entered via the Hotelcard AG portal or by means of a direct enquiry to the Accommodating Party. The Accommodating Party provides the Guest with confirmation of bookings. Upon confirmation of the booking the Accommodating Party and the Guest will enter into an accommodation agreement.

Rights and obligations of the Accommodating Party

Hotelcard AG acts as a broker between the Guest and the Accommodating Party. The accommodation agreement and all ancillary service obligations resulting from the accommodation agreement exist solely between the Guest and the Accommodating Party.

Hotelcard AG reproduces the Accommodating Party's offerings on the Hotelcard AG portal and offers the Guest the opportunity to place a booking with the Accommodating Party via the portal. The booking is automatically forwarded to the Accommodating Party for further processing.

Hotelcard AG makes an online-based platform (a so-called hotel extranet) available to the Accommodating Party on the Hotelcard AG portal. The hotel extranet provides the Accommodating Party with an individual, password-protected area for management and updating of the services offered by the Accommodating Party. The hotel extranet user name and password must be treated with strict confidentiality by both Hotelcard AG and the Accommodating Party.

Hotelcard AG is obliged to maintain its own portal and the hotel extranet. Any maintenance work must, where possible, be carried out at off-peak times. Hotelcard AG is, as regard the hotel extranet, not liable for interruptions to function and/or access of any kind whatsoever.

Hotelcard AG is, within the scope of reproducing the accommodating parties' offerings, permitted to use images and text material for which the Accommodating Party holds brand and/or copyright or other rights. It is, in

particular, permitted to reproduce, dissemination, change, process and/or publish this material.

Hotelcard AG is entitled to use the Accommodating Party's name and pictures as well as further information and all brands belonging to the Accommodating Party for Hotelcard AG marketing purposes.

After the Guest has completed their stay with the Accommodating Party Hotelcard AG is entitled to obtain a rating of the Accommodating Party from the Guest. Hotelcard AG is, furthermore, entitled to publish the rating verbatim or in words to the effect on its own portal. Hotelcard AG does not accept liability for the correctness of the rating's content. The Accommodating Party has no claim to deletion of the published rating.

The Accommodating Party is obliged to check the entitlement (comparison with identity card) and validity of the Guest's Hotelcard on arrival. The Guest's Hotelcard must be valid for the entire period of the stay.

The Accommodating Party is obliged to make at least 180 overnight stays – at the terms agreed below – available via the hotel extranet each calendar year (**the "minimum allocation"**). These overnight stays will be spread out over at least 180 different days within the corresponding calendar year (in the case of seasonal operators the 180 overnight stays must be spread out over at least 90 different days).

The Accommodating Party is obliged to give all staff working for the Accommodating Party and/or employees and third parties who come into contact with Guests concerning the Hotelcard and the Guests' corresponding rights.

The Accommodating Party is obliged to provide Hotelcard AG with all information and documents required to reproduce the Accommodating Party's offering. This includes, in particular, details about the accommodation (images, photos, amenities, etc.); the room type offered; prices and availabilities.

The Accommodating Party is responsible for the currentness of its offers (in particular prices, type and availabilities of the rooms available for booking) on the hotel extranet. The Accommodating Party is obliged to

inform Hotelcard AG promptly concerning any (suspected) abuse of access to the hotel extranet.

The terms published on the Hotelcard AG portal at the time of the booking are binding for the Accommodating Party. The Accommodating Party may not charge the Guest a higher price than the one offered to him at the time he sent the booking.

Should the offer no longer be available although it was offered on the Hotelcard AG portal, then the Accommodating Party is obliged to inform the Guest promptly. The Accommodating Party is obliged to offer alternative solutions of the same or a better quality. The Accommodating Party must, without exception, bear any additional costs incurred.

Should it only become clear on the Guest's arrival at the Accommodating Party that the room booked is no longer available, then the Accommodating Party is obliged to immediately organize alternative accommodation at a nearby location. This accommodation not be of inferior quality to the accommodation originally booked. Any additional costs incurred must be borne by the Accommodating Party with whom the Guest originally placed the booking.

Accommodation contract

The accommodation contract is concluded between the Accommodating Party and the Guest at the moment at which the Accommodating Party confirms the booking. The Accommodating Party undertakes to implement the specifications of the partner contract including these GTCB when drafting accommodation contracts.

The Accommodating Party is obliged to confirm all bookings made by a Guest within twelve hours.

The Accommodating Party is obliged, to accept the Guest's booking (i.e. to make a booking) insofar as a corresponding offer was published on the Hotelcard AG portal at the time of the booking.

The Accommodating Party will, with the exception of the costs, extras and fees stated in the booking confirmation, not charge the customer (irrespective of the latter's method of payment) any processing fees or administration costs.

The Accommodating Party is solely responsible for complaint management with regard to services arising from the accommodation contract. Hotelcard AG must provide Guests with some form of assistance in connection with their rights when defending their rights vis-à-vis the Accommodating Party.

Accommodating Party prices

The Accommodating Party will publish binding prices and further terms for booking rooms on the Hotelcard AG portal. The price of the room offered by the Accommodating Party for the guest shall be, at most, half of the rate displayed on the official – managed by the Accommodating Party – price list. When publishing the offer on the hotel extranet, the Accommodating Party will ensure that no cheaper price may be found either online or offline for the same room on the available dates (**“best price guarantee”/parity of rates**). The amount of the price for further services (e.g. extra beds, half-board, etc.) shall, insofar as legally permissible, be at the Accommodating Party’s discretion.

The Accommodating Party is obliged to also offer all offer specifications (in particular full-, half-board, extra bed, etc.) and additional and ancillary services which it offers simultaneously for the same room itself or via third parties on the Hotelcard AG portal. Likewise, the offer on the hotel extranet as regards room and/or bed category, date, number of guests and board as well as all other additional offers respectively limitations must be structured to be identical or more attractive for the Guest. The Accommodating Party is permitted not to offer additional services and/or other specifications on the Hotelcard AG portal insofar as, in such cases, the price to the Guest is reduced proportionately.

The price specification is limited to bookings for a maximum of three consecutive nights. In the case of bookings which exceed this period the Accommodating Party is entitled to charge the price on the official hotel price list (without a reduction).

Should a Guest or Hotelcard AG provide proof that the Accommodating Party has not complied with the best price guarantee and/or the price provisions as per this section, then the Accommodating Party is obliged to only charge the Guest the cheaper price or the price to which the Guest would have been entitled. The Accommodating

Party must, furthermore, immediately reduce the price offered on the hotel extranet by the corresponding sum. An increase in the price offered directly or indirectly by the Accommodating Party does not release the Accommodating Party from the obligation to revise the offer with the corresponding price on the hotel extranet, respectively to reduce the price of the offer previously published on the hotel extranet.

Free rooms

Hotelcard AG has an annual claim to two free overnight stays, each for two people, in one of the Accommodating Party’s rooms. This room shall be chosen at Hotelcard AG’s discretion.

Duration of the contract and termination

The orderly duration of the contract is based on the individual agreement made between Hotelcard AG and the Accommodating Party. Should no individual agreement have been made, then the duration of the contract will be twelve months and will, in the absence of a termination, be extended for a further period of twelve months at a time. The termination must be made in writing or electronically and must be sent taking into consideration the 30-day period of notice. The date on which the recipient received the termination is definitive for compliance with the period of notice.

Hotelcard AG is entitled to extraordinarily terminate the contract without complying with a period of notice if (1) the Accommodating Party fails to maintain the best price guarantee or (2) the Accommodating Party does not update the information on the hotel extranet despite being requested to do so or (3) the Accommodating Party is in default of payment or declares bankruptcy respectively is bankrupt.

Hotelcard AG is entitled to temporarily cease to offer its services to the Accommodating Party resulting from this agreement if (1) the Accommodating Party does not update its offers on the hotel extranet or publishes misleading or insufficient information on the hotel extranet or (2) the Accommodating Party does not respond to a Guest’ booking within the specified period or (3) the Accommodating Party charges the Guest a price which is too high or (4) Hotelcard AG receives complaints from several guests relating to the accommodation

concerned or (5) Accommodating Party behaves inappropriately and/or unprofessionally vis-à-vis Guests.

Liability, indemnity and offsetting

Hotelcard AG liability and/or warranty arising from the partner contract is, insofar as legally permissible, excluded. Hotelcard AG is not, in particular, liable for its auxiliary persons.

Hotelcard AG excludes any and all liability with regard to the functionality and/or operation of its portal including the hotel extranet. It does not, in particular, grant the Accommodating Party any minimum number of bookings and/or minimum number of guest overnight stays in the accommodation.

Hotelcard AG is, on no account, liable for non- or improper performance of the accommodation contract by the Accommodating Party and/or the Guest. Should, as a result of (alleged) non- or improper performance of the accommodation contract by the Accommodating Party, Hotelcard AG consider it necessary to make a payment or take some other action to the benefit of the Guest or a third party, then the Accommodating Party is, without further action, obliged to fully indemnify Hotelcard AG.

The above provisions reserved, each contracting party bears any costs which it incurs as a result of non- or improper performance of this agreement. The following in particular are not payable: damages in the case of interruption of operation (loss of profit) and/or der compensation for indirect damages. Civil procedure law provisions concerning compensation of court costs and parties' legal costs remain reserved.

Should the Accommodating Party be entitled to claims of any kind against Hotelcard AG, then the Accommodating Party waives the option of offsetting its claims against any on the part of Hotelcard AG (**waiver of offsetting**), unless the offsetting takes place with Hotelcard AG's written consent.

Severance clause

Should a provision of this contract or an annex of this contract be or become invalid, then this shall not affect the validity of the remaining provisions. The contracting parties will replace the invalid provision with a valid provision which comes as close as possible to the desired

economic purpose of the invalid provision. The same shall also apply to any loopholes in the contract.

Other provisions

This contract replaces all prior contracts, agreements or other arrangements. This partner contract replaces any verbal agreements in their entirety.

Amendments to prices and the GTCB

Hotelcard AG is entitled to amend these GTCB. The Accommodating Party shall, in the case of substantial amendments and adjustments to the GTCB following conclusion of the contract and which are to its detriment, be informed by email concerning these amendments and adjustments. Should the amendments and adjustments be to the detriment of the Accommodating Party, then the Accommodating Party may, up until the point at which the amendment or adjustment comes into force, terminate the contract to that date. **Should the Accommodating Party fail to do so, then it will have accepted the amendments.** The new GTCB replace the GTCB which were previously in force in their entirety.

Applicable law and place of jurisdiction

The agreements in connection with these GTCB are, unless otherwise specified by other legal provisions, exclusively subject to Swiss law. The place of performance; the place for debt collection – the latter only for persons domiciled outside of Switzerland – and the sole place of jurisdiction for all disputes arising in connection with this agreement is – insofar as not otherwise stipulated by civil procedure law – **Thun**.

Current as of: 08.02.2018

Hotelcard AG