ONLINE AFFILIATE AGREEMENT

BY REGISTERING AND SIGNING UP TO THE AGODA PARTNER PROGRAM AS AFFILIATE PARTNER, THE AFFILIATE HEREBY HAS REVIEWED AND UNDERSTANDS, ACKNOWLEDGES AND ACCEPTS THE TERMS AND CONDITIONS OF THE ONLINE AFFILIATE AGREEMENT, AS SAME MAY BE UPDATED BY AGODA FROM TIME TO TIME (THE "AGREEMENT").

BETWEEN:

1. AGODA COMPANY PTE. LTD., a company incorporated under the laws of Singapore and having its registered office at 30 Cecil Street, Prudential Tower #19-08, Singapore 049712 ("Agoda"), and

2. THE AFFILIATE, whose details are set out in the Affiliate Partner Registration Form (the "Affiliate").

(Agoda and the Affiliate are a "Party" to this Agreement and are collectively referred to as the "Parties")

WHEREAS:

(i) Agoda operates an online accommodation reservation system, acting as booking facilitator (the "System"), through which participating Accommodations can make their rooms available for reservation, and through which visitors can make reservations at such Accommodations (the "Service");

(ii) Agoda maintains and exploits its own websites and also provides the Service and connection 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 Agoda desire for Affiliate to make the Service (directly or indirectly) available 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.

NOW, THEREFORE, THE PARTIES AGREE 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:

"Accommodation" means any form of accommodation, including but not limited to hotels, motels, guest houses, bed & breakfasts, hostels, villas, apartments (serviced or otherwise), lodges, inns, guest accommodations, resorts, condominiums, camping accommodations and any other type of accommodation or lodging provider (whether or not available on the Agoda Websites).

"Affiliate Group" means the Affiliate, its subsidiaries and the ultimate parent company of the Affiliate (including the group of companies or entities which are under the (direct or indirect) Control of (the ultimate holding company or shareholder(s) of) the Affiliate).

"Affiliate Partner Registration Form" means the registration form to be completed in full by the Affiliate or as submitted to Agoda through other requested means.

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"Affiliate Website(s)" means the website(s), mobile applications and mobile web owned, controlled, hosted and operated by the Affiliate on which the Service will be made available and as set out in the Affiliate Partner Registration Form.

"Agency Transaction" means a Materialized Transaction in which Agoda is not the merchant of record for the booking, but whereby Agoda facilitates the reservation between Guest and Accommodation and earns a commission for the Materialized Transaction.

"Agoda Competitor" means any direct or indirect competitor of Agoda (including Accommodations but excluding the Related Entities).

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

"Agoda Marks" means any term or keyword which is the same as or confusingly similar to (including any variations, translations, misspellings and singular/plural forms) of Agoda or its Related Entities (with or without any associated Internet domain names (with whatever (country code) top-level domain).

"Agoda Websites" means the website(s), mobile applications and mobile web of Agoda, including but not limited to agoda.com and all local or alternate versions thereof (with whatever top-level domain).

"Commission" means the amount in USD (excluding taxes) that Agoda will pay to the Affiliate for each Materialized Transaction in accordance with the formula set forth in Schedule A of this Agreement.

"Connections" means all links, deep links, hyperlinks, co-branded landing pages and/or API feeds created, hosted and maintained by Agoda.

"Content" means all descriptive information of Accommodations available on the Agoda Website including but not limited to descriptions, guest reviews, meta data, details of facilities, policies and general terms (including any translations thereof) photographs, images, and videos, (including any updates, modifications, replacements, additions or amendments).

"Control" means the possession of the power or the ability to (directly or indirectly, alone or in concert with others, whether through the ownership of voting securities or other ownership interests, a partnership or otherwise) (i) exercise or cause to exercise more than one-half of the voting rights in the shareholders' meeting of a company, (ii) appoint more than one-half of the ((non-)executive) directors or supervisory directors of a company, or (iii) direct or cause the direction of management relating to a company.

"Customer Data" means the personal data and/or personally identifiable information (as these terms are respectively understood under applicable data privacy laws, regulations and rules).

"Guest" means a visitor of the Websites that completed an Accommodation reservation via the Service.

"Hotel Brands" means any term or keyword which is the same as or confusingly similar to (including any variations, translations, misspellings and singular/plural forms of) any trademarks or trade name (whether registered or unregistered) belonging to or owned by any Accommodation.

"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

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relevant, any application for any such right, know-how, trade or business name, domain name (with whatever (country code) top-level domain) 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.

"Merchant Transaction" means a Materialized Transaction in which Agoda is the merchant of record, with Agoda collecting funds directly from the Guest for the reservation.

"Materialized Transaction(s)" means an Accommodation reservation by a visitor of the Affiliate Website(s) who, through the Connection, has concluded the reservation with an Accommodation, and which reservation has resulted in the actual consumption of the Accommodation reservation, as confirmed to Agoda by the Accommodation and as same may be adjusted for amendments, chargebacks, fraud, bad debt or otherwise.

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

"Price Comparison" means the comparison of Accommodation prices and/or availability made available from or by two or more online accommodation booking platforms.

Related Entities" means any entity under the Booking Holdings Inc. group of companies

"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 laws, policies, regulations, restrictions or obligations as from time to time prescribed (i) to prohibit or prevent double serving, cloaking or any similar technique or predatory method; or (ii) which contain such further restrictions or regulations in respect of spamming or preserving a unique user experience.

"Third Party Platforms" means any third party search engine, marketing provider, meta-search engine, search engine 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 forms of traffic hosting media, whether online or offline.

"Websites" means the Agoda Websites and those of its Related Entities, its affiliated companies and affiliated partners (including the Affiliate Website(s)) on which the product and service of Agoda 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 the Parties. Unless the Parties agree otherwise in writing, neither 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 Agoda 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 it is part of, endorsed by, or an official partner of Agoda.

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 affiliate of Agoda.

2.2 Service

2.2.1 For the Term of this Agreement, Parties have agreed that the Service shall be made available by Agoda to the Affiliate and on the Affiliate Website identified in the Affiliate Partner Registration Form.

2.2.2 When a booking is made by a visitor on or through the Affiliate Websites through the System, Agoda shall be responsible for the transmission of the relevant reservation details from the visitor to the Accommodation and the sending of the confirmation and/or voucher to the Guest.

2.2.3 The Service shall include customer service to and for the benefit of the Guests. All customer service queries in respect of the Service shall be referred by Affiliate to Agoda.

2.3 Connection

2.3.1 The Affiliate shall, at its own cost, integrate and make the Connections available at such prominent place(s), and in such place, size and form on the Affiliate Website(s) as reasonably instructed by Agoda.

3. LICENSE

3.1 Mutual license

3.1.1 Subject to Clause 4.4, Agoda hereby grants the Affiliate a non-exclusive, revocable, non-sub-licensable, restricted, and royalty free license:

(a) to display such elements of the Agoda Data on the Affiliate Website(s), as provided or made available by Agoda to the Affiliate; and

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

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

(a) to incorporate, integrate, include and display the Connection 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 The Affiliate shall not (i) be entitled to sublicense the rights granted to it under Clause 3.1.1; or (ii) sublicense the Connection to any third party, including via) hyperlink to the Agoda Website via or in collaboration with the Affiliate Group and/or third parties.

3.2.2 The Affiliate shall not be entitled to, directly or indirectly, sell, use, transfer, (sub)license, communicate, disclose, make available, allow access to, divulge or otherwise disseminate the Agoda Data (i) to any third party; (ii) for Price Comparison purposes, sites, reviews or investigations; or (iii) for any other purpose not expressly provided in this Agreement.

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 endeavors to (i) customize the Affiliate Website(s) and integrate the Connections in such a way as to generate as much traffic as possible to the Agoda Website; and (ii) promote and market the option to book Accommodations through the Affiliate Website(s) across its commercial and internal network and for this purpose shall make its distribution network and channels available.

4.1.2 The Affiliate agrees not to take any action which may affect or interfere with Agoda's relationship with the Accommodations. The Affiliate agrees not to cause or permit to be done anything which may cause Agoda to be excluded from the process of booking with any Accommodation. Moreover, the Affiliate shall not in a negative or detrimental way speak (i.e. badmouth) of or comment on (the business of) Agoda and shall not persuade, induce or attempt to induce any Accommodation to terminate, reduce or modify the terms of its dealings and business with Agoda.

4.1.3 The Affiliate agrees not to communicate with any Accommodation in respect of bookings made through the System.

4.1.4 The Affiliate shall duly and diligently maintain and adjust the contents of the Affiliate Websites to ensure accuracy. The Affiliate shall promptly correct any errors or omissions identified on the Affiliate Website(s) and in the information relating to the Accommodations after becoming aware of such errors or being notified by Agoda.

4.1.5 The Affiliate shall not (a) programmatically evaluate or otherwise extract information (including guest reviews) from any part of the Agoda Website or attempt to do so and shall not, by any means, including, but not limited to, mechanical, electronic, photocopying, recording, or otherwise, copy, reproduce, modify, alter, adapt, disassemble, reverse engineer, scrape, or otherwise determine the source code of (or underlying ideas, algorithms, structure or organization of) the links or any content contained on or services provided by Agoda; (b) upload any virus, Trojan horse, worm, time bomb, robot commands or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (c) make any representations to visitors, to the general public or to any other party with respect to Agoda, the Services, the Connection or systems; (d) (attempt to) obtain credit or Commissions from Agoda by misrepresentation, false statements, fraudulent behavior or any other scheme or trick; or (e) otherwise (attempt to) cause detriment to Agoda or the Agoda Website. Any violation of the aforesaid provisions will be deemed a material breach of this Agreement by Affiliate, resulting in, among ither remedies forfeiture of any Commissions.

4.1.6 The Affiliate shall not make any static copy of the Content or any part of the Agoda Website.

4.1.7 The Affiliate shall not personally profit from bookings or reservations with any Accommodation on any Website subject to the terms of conditions of this Agreement. The Affiliate (including its employee and person under its authorization) shall not make any bookings or reservations with any Accommodation on the Agoda Website or the Affiliate Website with the purpose of reselling such booking or reservation to or for the benefit of a third party

("Reselling"). For the avoidance of doubt, Agoda has sole discretion to deem any booking or reservation as Reselling where the payment of such booking or reservation is not directly from the person in whose name(s) such booking or reservation is made.

Reselling is considered a material breach of this Agreement. In the case of suspected Reselling, Agoda reserves the right to reject bookings and/or cancel confirmed bookings without prior notification or refund. Agoda may also immediately terminate the Affiliate's participation in the program at its sole discretion, without prejudice to other remedies as set out in this Agreement.

4.1.8 Agoda will provide the Affiliate with a unique link to a secured affiliate partner website of Agoda (the "Partner Center"), user ID and password to enable Affiliate to monitor the booking of Accommodation attributable to the Affiliate Website(s). The Affiliate shall safeguard and keep the user ID and password confidential and safely stored and not disclose same to any person other than those who need to have access to the Partner Center. The Affiliate shall immediately notify Agoda of any suspected, threatened or actual security breach or improper use.

4.1.9 Bookings for Accommodation are at all times subject to Agoda Terms of Use and other policies, which may be updated from time to time.

4.1.10 The Affiliate agrees and acknowledges that the restrictive covenants, undertakings, commitments, obligations and restrictions set out in this Clause 4 are reasonable and of material importance to Agoda, in particular for (i) its willingness to enter into this Agreement with the Affiliate; and (ii) the protection of Agoda's goodwill, Intellectual Property and reputation of Agoda. Furthermore, the Affiliate, on behalf of itself, its users of the Service and the Affiliate Group, represents and warrants that all covenants, undertakings, commitments, warranties, obligations and restrictions set out in this Clause 4 shall be promptly, duly and diligently honored.

4.2 Goodwill, brand protection and traffic

4.2.1 In order to protect the Intellectual Property Rights, brand and goodwill of Agoda, the Affiliate hereby covenants, undertakes and warrants that the Affiliate Website(s) (including those other sites (directly or indirectly) owned, controlled or hosted by the Affiliate or the Affiliate Group) shall remain) sufficiently and substantially distinct and different from the Agoda Website and Agoda Marks (to be determined at Agoda sole discretion). Affiliate shall promptly comply at its own costs with any reasonable requests from Agoda to make such 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 Agoda Website.

4.2.1 The Affiliate will ensure a reasonable look-to-book ratio and avoid excessive low quality traffic, as reasonably determined by Agoda. If Affiliate sends excessive low quality traffic volumes to Agoda, Agoda may suspend the Affiliate in its sole discretion, without prejudice to other remedies as set out in this Agreement.

4.3 Intellectual Property Rights

4.3.1 The Affiliate acknowledges that Agoda and/or its licensors shall retain ownership of all rights, title and interest in and to all Intellectual Property Rights, including but not limited to that which is embodied in the Agoda Website and the Agoda Data. Nothing contained in this Agreement shall be construed to transfer any such right, title or interest to the Affiliate in any way.

4.3.2 The Affiliate shall not disclose, integrate, include, use, combine, exploit, incorporate or otherwise make the Agoda Data (or any part thereof) available (a) with its own content and/or the content of any Agoda Competitor; (b) to or for the benefit of (i) itself (save for enabling the Service and the System in accordance with the terms of this Agreement); or (ii) any Agoda Competitor, whether for promotion, marketing, reference, advertising or otherwise

for the interest of or to such party); or (c) for any other purpose or in any other manner 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 Agoda Data and will not include a (direct or indirect) link, reference, or connection to an Agoda Competitor.

4.3.3 The Affiliate shall (and shall procure that the companies within the Affiliate Group 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 "Agoda" or its Related Entities or any variations, translations or misspellings thereof, included as part of the address.

4.3.4 Nothing in this Agreement shall be construed as a waiver, expressed or implied, of any of its rights to which Agoda may be entitled in law, by contract or otherwise (now or in the future) in respect of Agoda's Intellectual Property Rights.

4.4 Promotion and marketing

4.4.1 During the Term of the Agreement, on behalf of itself and the Affiliate Group, the Affiliate represents and warrants that it will not (directly or indirectly) conduct, undertake, use, perform or exercise (a) any technique, method, or practice in violation of any Spamming Regulations; (b)Paid Search, SEM or SEO activities, (c) any activity to unfairly influence the results of Third Party Platforms; or (d) any other form of online targeted advertising (whether directly, indirectly, or via or through Third Party Platforms) in respect of the Service, Agoda Website, Agoda's Mark, Agoda Data, Hotel Brands (unless the owner of such Hotel Brand has given its prior written consent to the Affiliate or the Affiliate Website to the extent that the Paid Search, SEM, SEO or other online targeted advertising activities are related to (i) the offer, booking or reservation of Accommodation (whether through the Service or otherwise); or (ii) information in respect of Accommodation).

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 Agoda Marks and the Agoda Data) the Affiliate shall immediately comply with any request made by Agoda to adhere to and comply with this Clause 4.4, The failure to do so will constitute a material breach under this Agreement.

4.5 No Double Serving or Cloaking

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

4.5.2 The Affiliate shall not make the Service (directly or indirectly) available through or use for this purpose travel search or Price Comparison sites, unless agreed otherwise in writing by Agoda.

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 Agoda in this respect) in order to avoid any breach by Agoda 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 Agoda and hereby waives any (right of) defense or claims against Agoda in this respect.

4.7 Similar domain names

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

(a) acquire 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.

4.7.2 In respect of Similar Domain Names other than the Affiliate Website, Parties have agreed that (a) 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 (b) 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.

4.8 Price Comparison

4.8.1 In the event that the Affiliate offers Price Comparison on a relevant Affiliate Website(s) set out in the Affiliate Partner Registration Form, the Affiliate shall for that relevant Affiliate Website(s) solely be granted access to the rate(s) and availability data of relevant Accommodations as made available on the Agoda Website (collectively, the "Rates and Availability Data") pursuant to a direct connection to the Agoda web-servers (i.e. via an API connection). The Rates and Availability Data will be made available in accordance with such further terms and conditions as made available by Agoda.

4.8.2 The Rates and Availability Data does not include, and the Affiliate shall not be entitled to use, copy, refer to or include on its Affiliate Websites where Price Comparison is available, the Agoda Data or Content from Agoda Website or web servers or a third party website with whom Agoda has a contractual relationship.

4.8.3 In the event that the Affiliate offers Price Comparison, the Affiliate shall ensure that the room rates made available by all Agoda Competitors (including all Accommodation providers or booking or reservation center, intermediate or agent (collectively the "Third Party Providers")) on the Affiliate Website are accurate, correct and not misleading or deceiving compared to the actual rate(s) as made available on the website(s) of the Third Party Providers.

4.8.4 Agoda shall be treated at least as favorable on the Price Comparison website of the Affiliate (in respect of ranking, display and conversion opportunities) as the best converting Third Party Provider(s) on the Price Comparison platform of the Affiliate.

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

4.9.1 Parties agree and acknowledge that in the event of an (alleged or threatened) infringement or breach by the Affiliate of its obligations under Clause 4, immediate action is required to prevent or remedy the infringement or breach. The burden of proof is carried by the Affiliate.

4.9.2 On behalf of itself, the Affiliate Group and/or Third-Party Platforms, Affiliate will notify Agoda in the event of an actual or threatened breach under this Agreement.

4.9.3 Affiliate's failure to comply with the terms of this Clause 4 will entitle Agoda to suspend its obligations under this Agreement (including the offer of the Service, System and the Agoda Data and payment of Commission) or immediately terminate this Agreement, without prejudice to Agoda's rights or remedies under this Agreement, all of which are cumulative.

5. COMMISSION

5.1 Agoda will pay the Affiliate a Commission, generated by Materialized Transactions.

5.1.1 The Commission will be calculated as follows:

(a) The Commission for Merchant Transactions will be paid in accordance with the following formula:

Commission Payable = (BV - T) * ACP

BV = booking value (what the Guest paid to Agoda)

T = taxes and fees (including service charges, taxes, city taxes, etc.)

ACP = Affiliate Commission Percentage

(b) The Commission for Agency Transactions will be paid in accordance with the following formula:

Commission Payable = ACP * (SV - T)

ACP = Affiliate Commission Percentage

SV = booking value paid by Guest to Supplier / Principal

T = taxes and fees (including service charges, taxes, city taxes, etc.)

5.1.2 The ACP is based on the number of Materialized Transactions (Agency Transactions or Merchant Transactions) that directly attributed to the Affiliate's marketing efforts ("Affiliate Departures"), in a manner determined at the sole discretion of Agoda.

Agoda will make commercially reasonable efforts to ensure that all Affiliate Departures are tracked, reported and paid. Agoda's records will be final and the Affiliate shall have no recourse for any lost revenue or damages in the event that Agoda fails to accurately track or report Affiliate Departures, except in the case of gross misconduct or fraudulent behavior by Agoda. Except in these latter cases, the Affiliate's sole recourse shall be to terminate this Agreement and end its participation in the program.

5.2 Affiliate Commission Percentage

5.2.1 The following scale shall be used to calculate the ACP.

Number of Affiliate Departures (per month)	Affiliate Commission Percentage
1-50	4%
51 – 300	4.5%
301-1,000+	5%

Agoda reserves the right to change or alter the ACP effective on the first day of any calendar month. In such event, a notice shall be posted in Partner Center, and notified to the registered e-mail provided by the Affiliate. Notification shall occur at least 15 days prior to any change. Agoda shall have no responsibility to ensure that communications about changes in the program are received by the Affiliate. In the event of disagreement, the Affiliate's sole recourse shall be to end its participation in the program.

5.3 Calculation and Payment of the Commission

5.3.1 The Commission will be calculated for each calendar month, in US Dollars (USD), based on the month's departures. The Affiliate and Agoda agree that any adjustments to reservations that Agoda is notified about after the end of the month or after payments have been made to the Affiliate shall be adjusted (whether positive or negative) accordingly in the next month's payment.

5.3.2 With respect to Merchant Transactions, the Affiliate shall be paid by the end of the month following the departure date. If the Affiliate requires payment by International Money Transfer (TT) a US\$10 bank charge will be deducted from the payment to cover the cost of the International Money Transfer. The minimum payment amount is set at US\$200 with any outstanding balances being accrued.

5.3.3 With respect to Agency Transactions, Affiliates shall be paid 60 days after the end of the month in which the Guest has departed, unless the amount of Commission due to the Affiliate at that time is less than US\$200, in which event Agoda will be entitled to postpone payment until the month when such threshold is achieved.

5.4 The Affiliate is responsible for ensuring the accuracy of the bank information maintained in Agoda's profile. If the bank account number is provided incorrectly, an additional processing fee will be levied by the banks. Agoda will deduct this processing fee from the next Commission payment. In the case that the bank account provided by the Affiliate is closed or frozen or not able to receive/reflect payments for reasons not attributable to Agoda, Agoda's payment obligation under this Agreement shall be released as long as Agoda's records show the payment attempt has been made.

5.5 The Commission specified shall be the sole compensation that the Affiliate is entitled to receive under this Agreement. It is the Affiliate's responsibility to verify all Commission payments upon receipt and promptly raise alleged errors. No claims for overpayment or underpayment may be made by Affiliate after ninety (90) calendar days

following the payment due date. All orders are subject to acceptance by Agoda in accordance with its policies at the time of the booking request. Agoda's policies are subject to change without notice.

5.6 The Affiliate will also have access to payment reports via the Partner Center, which will display projected earnings and payment history. Should Agoda fail to keep accurate records or audit, the Affiliate's sole recourse shall be to terminate this Agreement and end its participation in the program.

6. REPRESENTATIONS AND WARRANTIES

6.1 Affiliate warranties

On behalf of itself and the Affiliate Group, the Affiliate hereby represents and warrants to Agoda that for the Term of this Agreement:

(i) it 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 integrate the Connection on the Affiliate Website(s);

(ii) it will not (a) engage in black hat tactics, violate Spamming Regulations, public policy and morals; (b) display any inappropriate, improper or unlawful content, reference, material, information, links or banners, defamatory statements, elements which violate the privacy of third parties or are abusive, offensive or obscene; (c) copy or resemble the design, domain names (including sub-domains), look and feel of, or create the impression that it is part of the Agoda Website or those of its Related Entities; (d) advocate discrimination; (e) promote or engage in illegal activities; (f) violate intellectual property rights of third parties; (g) disclose or discuss the contents of this Agreement; (h) knowingly adversely affect Agoda's position in the market, with Accommodations, its brand or its goodwill; or (i) issue any reward or promotion in the form of e-money or crypto-currency, or require any Guest to use or redeem e-money or crypto-currency in order to make a booking through the Affiliate Websites. Any violation of the aforesaid provisions will constitute a material breach of this Agreement .

(iii) it will not use any predatory advertising methods designed to generate traffic away from any website owned or operated by Agoda or any of its Related Entities. In addition, Affiliate shall prohibit websites that Affiliate controls from such predatory advertising methods. "Predatory advertising" is defined as any method that creates or overlays links or banners on websites, spawns browser windows, or any method invented to generate traffic from a website without that website owner's, knowledge, permission, and participation. Examples include, but are not limited to, keyword parsing browser plugins such as Text Enhance, TopText and +Surf, banner replacement technology such as Gator, browser spawning technology that is not website dependent, as well as using Agoda Marks in search engine advertisement texts (e.g. Google AdWords, Yahoo! Search Marketing,) or equivalent and in general any other methods which could misleadingly lead potential customers to believe that they will be directed to an Agoda Website. Any violation of the aforesaid provisions will constitute a material breach of this Agreement.

(iv) it holds and has complied with all permits, licenses and other governmental authorizations necessary for conducting, carrying out and continuing its operations and business;

(v) it is an independent contractor for all purposes, and will be solely responsible and liable for its own taxes, social contributions and all other tax related matters;

(vi) it is not be (a) a person identified on the "List of Specially Designated Nationals and Other Blocked Persons," maintained by the U.S. Treasury Department's Office of Foreign Assets Control (the "List"); or (b) a person owned or controlled by, whether directly or indirectly, a person that is identified on the List; or (c) a person acting for or on behalf of, whether directly or indirectly, any person that is identified on the List, or (d) a person that is otherwise

affected in any way by any trade sanction program , including but not limited to UN sanctions, US trade sanctions not mentioned above, EU trade sanctions or restrictive measures under the CFSP or otherwise, and any other international, regional or national trade sanctions. Agoda performs certain checks against sanction "blacklists", including but not necessarily limited to the List. In the event of a match or suspected match, Agoda reserves the right to cancel such booking;

(vii) it complies with all applicable laws and regulations, including but not limited to, the United States Foreign Corrupt Practices Act, UK Bribery Act, and other applicable anti-corruption legislation. Affiliate confirms that it has read and understood such applicable laws and regulations prohibiting foreign bribery and improper payments; and

(viii) it will not make or offer to make any payment, gift or transfer of anything of value: (a) to or for the use or benefit of any government official or government employee (including employees of government-owned entities or corporations); (b) to any political party (including its officials or candidates); or (c) to an intermediary for payment to any of the foregoing, in order to induce the recipient to do or omit to do an act in violation of the lawful duty of such recipient, to obtain or retain business or to secure any improper advantage.

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:
 - a) it has the full corporate power and authority to enter into and perform its obligations under this Agreement;
 - b) it has taken all corporate action required by it to authorize the execution and performance of this Agreement;
 - c) this Agreement constitutes legal valid and binding obligations of that Party in accordance with its terms and
 - (d) it will observe the highest ethical standards, and on behalf of itself, its affiliates, contractors and agents, will adhere to the Related Entities' Code of Conduct at <u>https://www.bookingholdings.com/supplier-code-of-conduct/, as same may be updated from time to time.</u>

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

6.2.3 For the purpose of determining compliance with clause 6.2.3 set forth above, Agoda shall have the right, at its expense, to conduct a site inspection and audit of all the relevant accounting and sales books, records, agreements, facilities, computer systems, contracts and documents of Affiliate, during regular business hours at Affiliate's offices and in such a manner as not to interfere unreasonably with Affiliate's normal business activities. Such audits shall not be conducted hereunder more frequently than two times every twelve (12) months.

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. Agoda provides the Service on an "as is" and "as available" basis and does not guarantee uptime. For the avoidance of doubt, Agoda shall not be liable for any temporary (scheduled or unscheduled) and/or breakdown or downtime, in whole or in part (for maintenance, updates or otherwise), of the Agoda Websites, the Partner Center, the System and/or the Service.

7. INDEMNIFICATION AND LIABILITY

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7.1 Indemnification

The Affiliate shall indemnify and hold Agoda harmless for and against any direct damages, losses, obligations, costs, claims, claims of any kind, interest, penalties, legal proceedings and expenses (including, without limitation, reasonable attorneys' fees and expenses) ("Claims") actually paid, suffered or incurred by Agoda arising from pursuant to:

- (a) a breach of obligations under this Agreement by the Affiliate;
- (b) any breach of Affiliates' representations and warranties;
- (c) any violation of applicable law; or
- (d) any claim from any third party based on any (alleged) infringement of the third party's Intellectual Property Right by the Affiliate.

7.2 Maximum liability

7.2.1 Save for any liability arising out of breach of Clause 7.1 or that which cannot otherwise be limited as a matter of law, 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 six (6) months or USD 50,000 (whichever is higher), except in the event of fraud or willful misconduct of indemnifying Party.

7.3 Third Party Claim

In the event of a third party claim, Affiliate shall promptly notify the Agoda and Parties shall act in good faith and use their commercially reasonable efforts to consult, cooperate and assist in the defense and/or settlement of such claim at its own expense. Affiliate shall not 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 Agoda (which shall not unreasonably be withheld, delayed or conditioned).

7.4 Limitation of Liability

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 following Affiliate's acknowledgement n Partner Center in accordance with policies and continue indefinitely until or unless terminated by its terms ("Term"). For the avoidance of doubt, continued participation as an Affiliate with Agoda will constitute acceptance of the Agreement's terms and conditions as same may be modified from time tot time.

8.1.2 Either Party may terminate this Agreement with immediate effect at any time and for any reason, by written notice to the other Party.

8.1.3 Either Party may terminate this Agreement with immediate effect and without a notice of default being required in case of:

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(a) 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 Agoda reserves the right to terminate this Agreement with immediate effect in the event no Materialized Transactions have occurred in a period of 6 consecutive months.

8.1.5 Following termination of this Agreement by Agoda under Clause 8.1.2, Agoda shall pay to the Affiliate any outstanding Commission in accordance with Article 5 for a period of 3 months after the termination date, provided Agoda has the correct contact and banking details for the Affiliate during that period. Should the Affiliate fail to claim any unpaid Commission within that 3 month period, such failure shall constitute an effective waiver of the Affiliate's right to claim such Commission. For the avoidance of doubt, Affiliate shall not be entitled to any Commission in the event Affiliate has engaged in willful misconduct, gross negligence, fraud or a breach of its obligations under this Agreement.

8.1.6 Upon termination and save as set out otherwise, this Agreement shall absolutely and entirely terminate and cease to have effect without prejudice to a Party's rights and remedies in respect of an indemnification or a breach by the other Party of this Agreement. Clauses 4, 6, 7, 9, 10, 11 and 12 shall survive termination of this Agreement.

8.1.7 Immediately upon the termination taking effect, Affiliate will remove any and all links to the Agoda Websites, all Agoda-related content, links, banners, logos, and other references to Agoda.

9. BOOKS, RECORDS AND AUDIT RIGHT

9.1 Books and records

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

9.2 Audit right

Each of Affiliate and Agoda will maintain complete and accurate books and records with respect to any payments, commissions or discounts and any reports required for a period of not less than two (2) years following the effective date of termination of this Agreement. Affiliate agrees to allow a mutually acceptable independent certified public accountant to audit its relevant books and records of account relating to any payments, commissions, discounts or reports, provided that such auditor agrees in advance to maintain all information obtained during such audit in confidence pursuant to a written agreement that provides no less protection of such information than the terms of Clause 10 of this Agreement. All information received by either Party and/or its auditor in connection with an audit hereunder shall be deemed Confidential Information. Agoda shall bear the expense of any such audit unless the auditor determines otherwise on the basis of reasonableness and fairness. Any such audit will be permitted within sixty (60) days of the other Party's written request, during normal business hours and at times mutually agreed upon by the Parties. The Auditor will provide both Parties with a copy of his/her report of results and findings. Affiliate shall take such actions as are necessary to correct any discrepancies based on the audit report.

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 and sensitive 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 availability, pricing policies, conversion data, volume of click-throughs and other related statistics, personal data of Guests, any software or information regarding software provided or used by Agoda in connection with this Agreement (including the Partner Center), 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. Agoda is entitled to disclose this Agreement in confidence to its Related Entities.

10.4 Customer Data

The 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 applicable laws and regulations on the processing of personal data and the protection of privacy. The Parties will at all times use reasonable and appropriate security measures to prevent corruption of and unauthorized access to Customer Data. Such measures will include, among other things, data encryption and channel encryption. Where relevant, the Affiliate must notify Agoda of any security breach as promptly as possible (not later than 1 day after discovering the breach). Each Party represents and warrants that it shall comply with the Data Protection Exhibit (together with all its Annexes), attached hereto as <u>Schedule C</u>.

10.5 Announcements

Neither Party shall create, publish, distribute, or permit any written materials, which makes reference to the other Party without first submitting to the other Party such material and receiving prior written consent from the non-submitting party. This consent shall not to be unreasonably withheld or delayed.

11. MISCELLANEOUS

11.1 Notices

11.1.1 All notices and communications to Agoda must be in English, in writing, and sent by internationally recognized overnight air courier to the address set out in this Agreement. Notices are deemed delivered and received one business day after the date of delivery by a recognized overnight air courier.

If to Agoda:

Agoda Company Pte. Ltd., at the address first stated above Attn. Manager Distribution and Submitted electronically to: <u>https://affiliates.support.agoda.com/kb/s/</u>

With a copy to: Legal Department c/o Agoda Services Co., Ltd. 999/9 Rama I Road The Offices at Central World, 6th, 7th + 27th floors Patumwan, Bangkok 10330, Thailand Email: legal@agoda.com

If to the Affiliate: All notices to Affiliate will be sent electronically to the registered email address in the Affiliate Partner Registration Form.

11.1.2 The Affiliate shall clearly include in all correspondence (e.g. in the reference or subject line) its assigned Affiliate ID number, failing which it shall be solely responsible for possible delays.

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 Agoda, 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 Affiliate Partner Registration Form, schedules, annexes and appendixes, as same may be modified from time to time) constitutes the entire agreement and understanding of the Parties and supersedes all prior agreements, arrangements, 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 Agoda 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 its Related Entities without consent of the Affiliate.

11.4.2 This Agreement is concluded for the benefit of the Parties and their 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 herein.

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 Modifications and Translation

11.6.1 Agoda reserves the right modify any of the terms and conditions contained in this Agreement, at any time and in its sole discretion, by notification to Affiliate's registered email, effective on the first of the following month. IF ANY MODIFICATION IS UNACCEPTABLE TO THE AFFILIATE, THE AFFILIATE'S ONLY RECOURSE IS TO TERMINATE THE AGREEMENT. IT IS THE AFFILIATE'S RESPONSIBILITY TO CHECK THE PARTNER CENTER AFTER THE 1ST OF ANY MONTH FOR CHANGES IN THE PROGRAM OR AGREEMENT. CONTINUED PARTICIPATION IN THE PROGRAM, FOLLOWING POSTING OF A CHANGE NOTICE OR REVISED AGREEMENT ON THE PARTNER CENTER, WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE. SHOULD AGODA STOP PROVIDING THE SERVICES TO ALL AFFILIATES, THIS AGREEMENT SHALL IMMEDIATELY TERMINATE WITH OR WITHOUT NOTICE TO THE AFFILIATES. Affiliate shall have no right to modify the terms of this Agreement.

11.6.2 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 for information purposes 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 and effect

11.7.1 The Agreement only enters into force and effect upon written confirmation of acceptance and approval of the Affiliate by Agoda. In registering and signing up to the Agoda partner program as an affiliate partner, the Affiliate agrees, acknowledges and accepts the terms and conditions of this Agreement, as same may be modified from time to time.

11.8 Force Majeure

11.8.1 Neither Party shall have any liability or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of the Party ("Force Majeure Event") whose performance is affected, including but not limited to natural disasters, governmental or regulatory actions or restrictions, sanctions, embargoes, hostilities of any kind, wars, civil wars, terrorist acts, riots, insurrections, nuclear incidents, EMP, pandemic, strike, and essential utilities failure. A Force

Majeure Event shall not prevent the Parties from exercising their right to terminate this Agreement in accordance with the relevant provisions set out herein.

11.9 Independent Investigation

THE AGREEMENT HAS BEEN READ AND ALL THE TERMS AND CONDITIONS HAVE BEEN AGREED TO BY THE AFFILIATE. THE AFFILIATE UNDERSTANDS THAT AGODA MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEBSITES THAT ARE SIMILAR TO OR COMPETE WITH THE AFFILIATE'S WEBSITE. THE AFFILIATE HAS INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATION IN THE PROGRAM AND IS NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT. THE AFFILIATE EXPLICITLY AGREES THAT ELECTRONIC ACCEPTANCE OF THIS AGREEMENT AND ITS TERMS AND CONDITIONS, INCLUDING THOSE RELATED TO MODIFICATIONS, IS VALID, BINDING AND ENFORCEABLE.

11.10 Heading

The headings in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. Words denoting the singular shall include the plural and vice versa. Words denoting any gender shall include all genders. Words denoting persons shall include corporations and vice versa.

11.11 No Control

Agoda does not in any way (directly or indirectly, independently or in conjunction with any party) own, manage, operate or control any Accommodations, or any room in such Accommodations.

12. GOVERNING LAW AND JURISDICTION

12.1 Governing law

This Agreement shall be exclusively governed by and construed in accordance with the laws of Singapore. The Contracts (Rights of Third Parties) Act 2001 shall not apply to this Agreement. The Parties will in any event attempt to settle their disputes in an amicable manner out of court by first conducting good faith discussions and negotiations.

12.2 Jurisdiction

ANY DISPUTES ARISING OUT OR IN CONNECTION WITH THIS AGREEMENT SHALL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT COURTS IN SINGAPORE, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES.

SCHEDULE A - DATA PROTECTION EXHIBIT

1. Processing Operations and Purpose

- 1.1. The parties agree that each party may receive, use, store, disclose, access, or otherwise process (collectively, "**Process**," "**Processing**") information that could be used to identify an individual customer of the other party ("**Personal Data**") as a data controller, as defined by applicable data privacy laws, rules, and regulations (collectively, "**Privacy Laws**"), and shall have all related rights and obligations with respect to such Personal Data. Notwithstanding the Partner's roles as data controller, it may only Process Personal Data for the limited purposes set out in the Agreement. Except where necessary to perform its obligations under the Agreement, a party shall not disclose any Personal Data to any third party without the prior written consent of the other party.
- 1.2. Each party represents that it will comply with applicable Privacy Laws, and otherwise ensure that the requirements of applicable Privacy Laws are met in performing its obligations under the Agreement.
- 1.3. If, and to the extent that doing so would be necessary in order to comply with applicable Privacy Law, each party shall make all commercially reasonable efforts to enter into one or more additional agreements covering the Processing of Personal Data. The parties will agree on the necessary changes in good faith, taking into account the obligation to carry out this contractual relationship in compliance with applicable Privacy Laws.

2. Data Security & Security Incident

- 2.1. Each party will at all times use reasonable and appropriate technical, organization, and security measures to prevent loss, misuse, corruption, or disclosure of and/or unauthorized access, alteration or destruction to Personal Data held in its custody under the Agreement. Such measures will include, among other things, data encryption, channel encryption and storage of Personal Data in a secure environment.
- 2.2. Partner must notify Agoda in writing if Partner (or its software or business partners, agents, or subcontractors) discovers, is notified of, or reasonably suspects a security incident involving Personal Data, leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data ("Security Incident"), as promptly as possible (not later than three (3) days after discovering, being notified of, or reasonably suspecting a Security Incident). Notwithstanding anything to the contrary in the Agreement, to the extent that a Security Incident arises from or is related to Partner's or its software or business partners, subcontractors or agents' Processing of Personal Data or use of or access to Agoda's systems in breach of this exhibit, Partner is responsible for the costs of mitigating the Security Incident. The costs of mitigating the Security Incident includes but is not limited to, forensic review, Security Incident. Notwithstanding anything to the contrary in the Agreement, credit monitoring, and any other costs arising out of or relating to a Security Incident. Notwithstanding anything to the contrary in the Agreement, Partner shall indemnify, defend, and hold harmless Agoda and its successors, assigns, affiliates, related companies, directors, officers, employees, and agents from and against any fines, claims, actions, damages, liabilities, costs, expenses, or penalties, including reasonable attorneys' fees and expenses arising from a third-party claim related to its Processing of Personal Data in breach of this exhibit.

3. International Data Transfers

3.1 **EU Standard Contractual Clauses:** To the extent that Personal Data includes information about individuals who are located in the European Economic Area ("EEA"), UK and/or Switzerland, and Partner or any of their subcontractors store or otherwise obtain access to such Personal Data outside of the EEA, UK and/or Switzerland ("Third Countries"), the parties agree to adduce the SCCs (as defined in Annexes I-III) or any amendments to same from time to time, as an adequate transfer mechanism for such Personal Data, SCCs which will be deemed incorporated into and form a part of this Data Protection Exhibit (as set out in

Annexes I-III of this Data Protection Exhibit), where Agoda and the Partner's roles and the description of transfers are defined

3.2. **US**: To the extent that Reservation Data includes information about any individuals who are residents of the state of California, USA, all terms as defined by the California Consumer Privacy Act ("CCPA"), Cal. Civ. Code Title 1.81.5 § 1798.100 et seq., as amended by the California Privacy Rights Act ("CPRA") or other similar legislation, together with any implementing regulations (collectively, "California Privacy Law"), shall apply, and the following additional supplemental terms:

3.2.1. **No Selling or Sharing.** No Reservation Data obtained by Partner may be Sold or Shared (as defined under California Privacy Law), assigned, leased, or otherwise disposed of to a Third Party by or for Partner or commercially exploited by or on behalf of Partner without the express written direction from Agoda. Partner further acknowledges and confirms that it does not receive any Personal Data from Agoda as consideration for any services or other items. Partner may not derive any benefits from Personal Data.

3.2.2. **Certification.** Partner certifies and warrants that it understands and will comply with the rules, requirements, restrictions, and definitions of California Privacy Law and agrees to refrain from taking any action that would cause any transfers of Personal Data between the parties to qualify as selling or sharing, or otherwise use personal information beyond the limited purposes set out in this Agreement.

3.4 Partner shall notify Agoda immediately if it makes a determination that it can no longer meet the obligations as set out in this Data Protection Exhibit. In such event (or if otherwise Agoda determines that the Partner does not provide sufficient protection of the Personal Data provided under this Data Protection Exhibit), at the election of Agoda, Partner shall cease processing of the relevant Personal Data or take other actions instructed by Agoda as reasonable and appropriate to remediate the issue and Agoda may seek remedy in accordance with the provisions of the Agreement. This shall not absolve the Partner from its obligations under this section and any other legal obligations under applicable Privacy Laws.

4. Other Provisions

4.1 Notwithstanding any limitations of liability and disclaimers in the Agreement to the contrary, in the event of a breach of this Data Protection Exhibit, the maximum liability for all claims and costs in the aggregate shall be the greater of \$1,000,000, the limitation under the Agreement, or the amounts paid under the Agreement during the 12-month period preceding the date on which the last event giving rise to the claim or cost occurs.

4.2 Should any provision of this Data Protection Exhibit be invalid or unenforceable, then the remainder of this Data Protection Exhibit shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, should this not be possible; (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein. The foregoing shall also apply if this Data Protection Exhibit contains any omission.

4.3 In the event of a conflict between any of the terms of the Agreement, the provisions of the following documents (in order of precedence) shall prevail: (a) the relevant SCCs; (b) this Data Protection Exhibit (c) the Agreement.

4.4 The parties agree that acceptance and execution of this Data Protection Exhibit shall constitute acceptance and execution of the SCC clauses by both parties and shall apply to any processing activity in accordance with the SCC requirements.

4.5 Defined terms not otherwise defined herein shall have the same meaning provided to them in the body of the Agreement.

The following is applicable, to the extent required, under the SCCs

Annex 1

A. LIST OF PARTIES

Data exporter(s):

Name and address:	Agoda Company Pte. Ltd. as per the Agreement
Contact person's name,	Data Protection Office of Agoda; privacy.response@agoda.com
position and contact details	
Activities relevant to the data	As provided in the Agreement.
transferred under these	
Clauses	
Signature and date:	As per clause 4.4 of this Data Protection Exhibit
Role (controller/processor):	Controller

Data importer(s):

Name and address:	Partner, as per the Agreement
Contact person's name,	As provided in Agoda's Partner Center
position and contact details	
Activities relevant to the data	As provided in the Agreement.
transferred under these	
Clauses	
Signature and date:	As per clause 4.4 of this Data Protection Exhibit
Role (controller/processor):	Controller

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred Categories of personal data transferred:	 Guests Business representatives of the parties Contact details (such as name, email address, phone numbers) Online tracking data, such as cookies, tags, IP address, location information, device name, domain name, and similar tracking technologies Any other data transferred by data exporter to data importer necessary for the provision of service
Sensitive data	Not applicable For the avoidance of doubt, sensitive data can only be transferred upon applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose

	limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.
The frequency of the transfer	Personal data may be transferred from time to time in accordance with the Agreement.
Nature of the processing	Provision of services specified in the Agreement
Purpose(s) of the data transfer and further processing	Provision of service specified in the Agreement.
The period for which the personal data will be retained	As necessary for the performance of the obligations under the Agreement and as may be necessary to comply with any applicable legal obligations.
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing	To the extent Partner may share Personal Data with its Third Parties it must apply the requirements in this Data Protection Exhibit.

C. COMPETENT SUPERVISORY AUTHORITY

As per Annex III

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

To the extent that Agoda provides to the Partner or the Partner otherwise accesses Agoda's Personal Data in connection with this Attachment A to the Data Protection Exhibit, the Partner shall implement an Information Security Program that includes administrative, technical and physical safeguards to ensure the confidentiality, integrity and availability of Personal Data, protect against any reasonably anticipated threats or hazards to the confidentiality, integrity and availability of Personal Data. In particular, the Partner's Information Security Program shall include, but not be limited to the following safeguards where appropriate or necessary to ensure the protection of Personal Data:

(i) Access Controls – policies, procedures and physical and technical controls: (a) to limit physical access to its information systems and the facility or facilities in which they are housed to properly authorized persons; (b) to ensure that all members of its workforce who require access to Personal Data have appropriately controlled access, and to prevent those workforce members and others who should not have access from obtaining access; (c) to authenticate and permit access only to authorized individuals and to prevent members of its workforce from providing Personal Data or information relating thereto to unauthorized individuals; and (d) to encrypt and decrypt Personal Data where appropriate.

(ii) Security Awareness and Training – a security awareness and training program for all members of the Partner's workforce (including management), which includes training on how to implement and comply with its Information Security Program.

(iii) Security Incident Procedures – policies and procedures to detect, respond to and otherwise address security incidents, including procedures to monitor systems and to detect actual and attempted attacks on or intrusions into Personal Data or information systems relating thereto, and procedures to identify and respond to suspected or

known security incidents, mitigate harmful effects of security incidents, and document security incidents and their outcomes.

(iv) Contingency Planning – policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure and natural disaster) that damages Personal Data or systems that contain Personal Data, including a data backup plan and a disaster recovery plan.

(v) Device and Media Controls – policies and procedures that govern the receipt and removal of hardware and electronic media that contain Personal Data into and out of a Partner facility, and the movement of these items within a Partner facility, including policies and procedures to address the final disposition of Personal Data and/or the hardware or electronic media on which it is stored, and procedures for removal of Personal Data from electronic media before the media are made available for re-use.

(vi) Audit Controls – hardware, software and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic information, including appropriate logs and reports concerning these security requirements and compliance therewith.

(vii) Data Integrity – policies and procedures to ensure the confidentiality, integrity and availability of Personal Data and protect it from disclosure, improper alteration or destruction.

(viii) Storage and Transmission Security – technical security measures to guard against unauthorized access to Personal Data that is being transmitted over an electronic communications network, including a mechanism to encrypt electronic information whenever appropriate, such as while in transit or in storage on networks or systems to which unauthorized individuals may have access.

(ix) Secure Disposal – policies and procedures regarding the disposal of Personal Data, and tangible property containing Personal Data, taking into account available technology so that Personal Data cannot be practicably read or reconstructed.

(x) Assigned Security Responsibility – the Partner shall designate a security official responsible for the development, implementation and maintenance of its Information Security Program. The Partner shall inform Agoda as to the person responsible for security.

(xi) Testing – the Partner shall regularly and no less than one time per year test the key controls, systems and procedures of its Information Security Program to ensure that they are properly implemented and effective in addressing the threats and risks identified. Tests should be conducted or reviewed by independent third parties or staff independent of those that develop or maintain the security programs.

(xii) Adjust the Program – the Partner shall monitor, evaluate and adjust, as appropriate, the Information Security Program in light of any relevant changes in technology or industry security standards, the sensitivity of Personal Data, internal or external threats to the Partner or Personal Data, requirements of applicable work orders, and the Partner's own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements and changes to information systems

Annex III

STANDARD CONTRACTUAL CLAUSES FOR EEA, SWITZERLAND, AND THE UK

For the purpose of data transfers between Agoda and Partner, the following SCCs are incorporated:

- SCC C-to-C Transfer Clauses, which means the Standard Contractual Clauses for the Transfer of Reservation Data to Third Countries (controller-to-controller module) as described in Article 46 of the GDPR and adopted by the Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as available at https://eurlex.europa.eu/eli/dec_impl/2021/914/oj, to the extent they reference Module One (Controller-to-Controller) and as completed in below;
- Swiss SCC, which means the applicable standard data protection clauses issued, approved or recognized by the Swiss Federal Data Protection and Information Commissioner and as completed below; and
- UK Addendum, which means the applicable standard data protection clauses adopted pursuant to Article 46(2)(c) or (d) of the UK GDPR including the standard data protection clauses issued by the commissioner under s119A(1) of the UK DPA 2018, also available at https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf, as revised from time to time and as completed below.

together the "SCCs"

EUROPEAN UNION

Data Exporter	Specified in Annex 1
Data importer	Specified in Annex 1
Clause 7 of the EU SCCs	Will apply.
Clause 11 of the EU SCCs	The optional language will not apply
Clause 13(a) of the EU SCCs	Hungarian supervisory authority
Clause 12 of the EU SCCs	The data exporter's liability under Clause 12 of the SCCs C-to-C Transfer Clauses and this Data Protection Exhibit will be subject the limits of the main Agreement
Clause 18 of the EU SCCs	Courts of Hungary
Annexes I and II of the EU SCCs	Specified in Annex I and Annex II below.

UNITED KINGDOM

In relation to transfers of Personal Data protected by the privacy laws of the United Kingdom, the UK Addendum will further apply to such transfers subject to the following:

Parties	Specified in Annex I.
(Table 1)	
Selected SCCs, Modules and Selected	Please refer to the selected modules and clauses of the SCC C-to-C Transfer
Clauses	Clauses specified above.
(Table 2)	
Appendix Information	Please refer to the relevant information from Annexes I and II above.
(Table 3)	
Ending this Addendum when the Approved	Both Parties may end the UK Addendum in accordance with the terms of the UK
Addendum Changes	Addendum
(Table 4)	

SWITZERLAND

In relation to transfers of Personal Data protected by the privacy laws of Switzerland, subject to the following:

- a) any references in the SCC C-to-C Transfer Clauses to "Directive 95/46/EC" or "Regulation (EU) 2016/679" will be interpreted as references to the Swiss DPA;
- b) Any references to "EU", "Union" and "Member State law" will be interpreted as references to Swiss law; and
- c) Any references to the "competent supervisory authority" and "competent courts" will be interpreted as references to the relevant data protection authority and courts in Switzerland;

unless the SCC C-to-C Transfer Clauses as implemented herein cannot be used to lawfully transfer such Personal Data in compliance with the Swiss privacy laws, in which event the Swiss SCC will instead be incorporated by reference and will apply to such transfers. Where this is the case, the relevant Annexes or Appendices of the Swiss SCC will be populated using the information contained in Annexes I and II of this Data Processing Agreement.

Nothing in this Data Protection Exhibit is intended to modify or contradict the SCCs notwithstanding Clauses 7, 11, 12, 13, 18 which are additional commercial clauses relating to the SCCs C-to-C Transfer Clauses as permitted by Clause 2(a) of the SCCs C-to-C Transfer Clauses, the UK Addendum and Swiss SCCs.