

Travel Partner Agreement



This (this "**Agreement**") is between **Smiling House A.G.**, a Swiss company, of Mettlenstr. 16, CH-3780 Gstaad, Switzerland ("**SmilingHouse**") and the travel partner (the "**Agent**").

Whereas, Agent is a travel agency, travel agent, travel designer, concierge company or other agency or a company that is a channel for potential customers active in the region of

The agent wishes to gain access to SmilingHouse's network of exclusive private properties for the purpose of generating short term, long term, Sabbatical reservations and bookings, and/or sale of properties by utilizing the data-base, services and platform of SmilingHouse; and

Whereas, Smiling House represents a worldwide network of exclusive private high-end properties and connects travelers with unique chalets, villa, castles houses and apartments across the globe and has the experience and skills necessary to select, make available, advertise, present and book luxury properties to potential renters and/or buyers; and

Whereas, the parties wish to cooperate, on a non-exclusive basis, all as provided in this Agreement below;

Now, Therefore, in consideration of their mutual promises and undertakings, the sufficiency is acknowledged by the parties, the parties have agreed as follows:

1. SmilingHouse's Undertakings. During the Term (as defined below), SmilingHouse shall:

1. At SmilingHouse's reasonable discretion, advertise and expose properties in the Smiling House online Software for Agents (the "**Software**"), in a way that enables the Agent to browse, market, reserve (hold) and book any available property from the SmilingHouse collection, according to the terms as defined by this Agreement. Keep property details and relevant information required for the booking process updated and available, including marketing materials, calendar availability and rates.
2. Enable Agents to present SmilingHouse exclusive properties as unbranded.
3. Reasonably instruct and support users in the proper use of the Software.
4. Display properties' prices that are based on the net price plus a 10% commission for the Agent, unless otherwise agreed upon by the parties, on a case-by-case basis (the "**Commission**").
5. In the event that a renter pays SmilingHouse directly, pay Agent the agreed upon Commission.
6. Use reasonable commercial efforts to ensure that the information on SmilingHouse's calendar is accurate, it being agreed that actual availability is subject to final confirmation by SmilingHouse and written confirmation from SmilingHouse must be obtained before a reservation is deemed final. No intention to book may be taken as confirmed until you have received confirmation of such from a member of the team.
7. On a case-by-case basis allow a hold on a property for Agent while renter finalizes the decision, check flight availability etc., for a period of 24 to 48 hours. It being clarified that a hold is placed in the renter's name and referenced to the Agent.

2. Agent's Undertakings. During the Term Agent shall:

1. Refrain from allowing unauthorized personnel and/or any third parties redistributing the use of and/or access to the Software, in particular, Software login information shall only be disclosed by Agent to Agent employees who have a need to know them and on a limited distribution basis.
2. Treat all marketing information and property details provided by SmilingHouse as it treats Agent's sensitive information and use it exclusively for the purpose of marketing properties offered by SmilingHouse.
3. At SmilingHouse's request, provide name and details of prospective renters and/or buyers
4. Collect the applicable security deposit for a property from the renters and transfer it to SmilingHouse for transfer to the property owner or manager.

3. Payment & Cancellation. Agent will pay SmilingHouse for the rent of a property: (a) 50% within 2 business days of the booking of a property, and (b) 50% no later than 2 months before the first day of the property rent. Amounts paid are nonrefundable. Payments can be made by bank transfer or credit card; if payments are made by credit card a 3% charge will be added to the property fee.

4. Booking Confirmation. A booking of a property will not be confirmed until SmilingHouse has received payment in accordance with Section 3 above.

5. **Term and Termination.** This Agreement shall come into force on the Effective Date and shall remain in full force and effect for a period of 5 years thereafter (the "**Initial Term**"); following the Initial Term this Agreement shall automatically renew for additional periods of 1 year each (each, an "**Additional Period**" and together with the Initial Term, the "**Term**"). During the Term, either party shall be entitled to terminate this Agreement by serving the other party with written notice to that effect at least 15 days in advance.
6. **General Provisions.**
1. **Non-Circumvention.** Each of the parties undertakes and agrees not to contact, communicate, induce, and/or solicit (or attempt to solicit) any business (Properties or Introductions, as the case may be), nor interfere with, circumvent, attempt to circumvent, avoid or bypass any party from any transactions contemplated by this Agreement. Specifically, as the business concept is the seasonal rental of Properties, the parties agree that during the Term and for a period of 5 years thereafter, details, names and contact information of renters/potential renters and Property owners must be kept confidential by both parties with the exception of Property addresses that may be disclosed to renters once they confirm a booking.
 2. **Non-solicitation.** The parties agree that during the Term and for a period of 1 year from the date of termination of this Agreement, neither party will solicit or induce or encourage to leave employment any officer or employee of the other party.
 3. **Notices.** Other than routine communications made in the ordinary course of performing any obligations under this Agreement, all notices or other communications required or permitted to be given under this Agreement must be in writing and will be deemed to have been sufficiently given when delivered in person (with written confirmation of receipt), on the 4th business day after mailing via a responsible international courier, on the date sent by email, or other direct human-readable electronic means (with confirmation of transmission) if sent during normal business hours of the recipient, or on the 7th business day after mailing by registered or certified mail, postage prepaid, to the address stated on the first page of this Agreement or to such other address or individual as either party may specify from time to time in writing or transmitted electronically if confirmed in writing by one of the above methods.
 4. **No-Joint Venture Etc.** This Agreement shall not be construed to create a partnership, joint venture, employment, or agency relationship between the parties. Neither party shall be liable for any of the debts or obligations of the other party, nor shall either party have the right to bind, make any representations or warranties, accept service of process, or perform any act for or on behalf of the other party, except as otherwise expressly provided herein. Each party acknowledges that it is an independent entity and is not subject to the control of the other party except as otherwise expressly provided herein.
 5. **Governing Law and Legal Actions.** This Agreement shall be governed by and construed under the laws of Switzerland without regard to conflicts of law provisions thereof and the competent courts in Saanen, Berne, Switzerland, shall have sole and exclusive jurisdiction over any and all disputes arising between the parties.
 6. **Severability.** If any provision of this Agreement (other than a term or provision relating to any payment obligation) is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of this Agreement shall be valid and enforceable to the extent granted by law.
 7. **No Waiver.** No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.
 8. **Entire Agreement.** This Agreement, together with the preamble and the exhibit hereto, constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior negotiations, dealings, agreements and understandings of the parties in connection therewith.
 9. **Amendment.** No amendment, modification or alteration of this Agreement shall be valid unless it shall be in writing and signed by the parties hereto.
 10. **Headings.** The headings of the articles and paragraphs contained in this Agreement are inserted for convenience and are not intended to be part of or to affect the interpretation of this Agreement.
 11. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.