

**Agreement
regarding the mediation of
products and services
through the Experience Shop**

between

Engadin St. Moritz Tourismus AG

Via Maistra 1, 7500 St. Moritz
(hereinafter referred to as «ESTM AG»)

and

Service Partner

Name:
(hereinafter referred to as «Service Partner» or «SP»)

Preamble

With the Experience Shop, ESTM AG aims to provide the guest with a destination-wide consistent inspirational and booking platform. The offers of all participating SP are combined in the Experience Shop as a one-stop-shop. The focus is on the optimal customer experience and the simplicity of the offer information, the booking, the redemption, and the follow-up booking. The Experience Shop offers various interfaces to all relevant systems of the SP in the tourist destination as well as to other sales platforms and payment providers. The Experience Shop increases the visibility of all offers and, in conjunction with targeted marketing measures, contributes to improving the sales and redemption process and ultimately to increasing the added value for the entire region.

Subject of the contract

Booking by the customer with SP, ESTM AG as intermediary

In the Experience Shop, the customer puts together a shopping cart tailored to their needs from the wide range of SP services that can be booked online. The customer selects one of the preconfigured packages or compiles the services individually.

The booking of several services from different SPs can be completed via a single shopping cart and purchase and payment process. Legally, the booking of the customer is always done directly with the respective SP and also the money flow is always done directly from the customer to the SP. The SP transfers to ESTM AG the necessary mediation and closing authority including the power of collection. ESTM AG thus acts as the intermediary of the SP. The contractual partner of the customer and thus the respective obligated supplier or service provider is the SP.

Contingents, prices

The SP enables ESTM AG to access its booking or administration system which is common in the industry so that the offers contained therein and released accordingly can be displayed at the Engadin Experience Shop or St. Moritz Shop or records its performance in the recording and administration system provided by ESTM AG. The prices provided or recorded by the SP are binding. The pricing sovereignty remains exclusively with the SP.

Collection

By having the collection authority, ESTM AG ensures with its payment processing partner that the customer can firstly meet their payment obligation via a variety of the common payment methods and secondly that the fee is paid directly by the customer to the SP. ESTM AG ensures that all payment obligations of the customer which have to be settled in advance are actually guaranteed before the booking confirmations are issued. If the guest chooses "payment on site" and this payment method is

available at the SP, the SP is by way of exception responsible for the collection. ESTM AG reserves the right to transfer the collection for the payment method «payment on account» to an external collection agency.

Redemption

The customer receives the booking confirmation and the necessary authorizations (QR codes, vouchers, etc.) electronically from ESTM AG after the booking has been made. The authorizations are also stored in the customer's profile in the Experience Shop, which means that they can be accessed at any time via the profile. Furthermore, it is possible for the customer to store and manage their authorizations on their mobile device in their profile. The booking process is fully digitized. The redemption process is also to be fully digitized via the service provider to the customer. However, at the explicit request of the customer, the authorizations can also be printed out.

If the SP has integrated its booking and administration system directly into the Experience Shop, the booking confirmation to the SP is sent via the interface to the integrated booking and administration system. If the services of the SP are recorded in the recording system of ESTM AG, the booking confirmation to the SP is sent by e-mail.

Cancellations

The customer cannot make cancellations, rebookings, or changes. If the customer wants to make cancellations, rebookings, or changes, the customer has to contact Experience Shop Support of ESTM AG.

Obligations of the contracting parties

Commissions

ESTM AG provides its services (see section 3.2) free of commission. Commissions from external providers in the area of payment processing (such as credit/debit card fees, collection on account, payment splitting and handling, etc.) as well as administration and distribution platforms shall be borne by the SP. Commissions from third party platforms, such as those from the marketplaces / OTA's connected to the Experience Shop, will be disclosed to the SP openly and in accordance with VAT and deducted directly from the fee. The list with the connected marketplaces, which can be selected if interested, can be found in the appendix.

The corresponding commission rates of the third party providers may change during the contract period. ESTM AG will conduct the negotiations with the third party providers and will do its utmost to keep the commission rates in line with the industry standards.

Changes will be communicated by ESTM AG to the SP three (3) months prior to the change.

Obligations of ESTM AG

- Integration of the SP with the Experience Shop and the payment provider. Unless otherwise agreed, one-time and recurring costs of the integration with the Experience Shop and the administration system and the payment provider on the part of ESTM AG shall be borne by ESTM AG and one-time and recurring costs on the part of the booking and administration platform of the SP shall be borne by the SP.
- Operation of the Experience Shop: ESTM AG is responsible for the proper operation of the online store. ESTM AG makes every effort to ensure a permanent availability of the online store. Possible failures of the online store (e.g. also due to maintenance work) do not entitle SP to any claims for compensation.
- Customer support: ESTM AG is responsible for the setup and coordination of the customer support. Customer support is provided by the ESTM AG team 365 days a year. Support times and contacts can be found in the appendix of this agreement.

Obligations of SP

- Obligation to fulfill the service: SP is obliged to fulfill the tendered service in full. In case of non-fulfillment or incomplete fulfillment of the tendered service or further liability claims of the customer, SP is exclusively liable. Should ESTM AG nevertheless be prosecuted by the customer, it will be held harmless by SP.
- Valid permits: SP guarantees that it is in possession of all necessary permits for the offered services.
- Price quotations: SP is obliged to provide ESTM AG with the correct price information for the offered services. Furthermore SP is liable for the correct indication of legal taxes and duties included in the prices, especially for the currently valid VAT. The correct accounting of VAT on the service charge is likewise the duty of SP.
- Access to interfaces: SP grants ESTM AG free access to its interface and its interface definitions (etc.) as far as the installation, maintenance, and further development of the software as required.

Contractor systems

Functionality of the systems

The contracting parties shall ensure the smooth functioning of their systems in accordance with the «best effort» principle and that they are secured in accordance with the legal requirements.

Experience Shop Backend Access

If necessary for booking management, SPs can get their own access to the backend of the vacation store, where they can manage their offers / services.

Waiver of mutual offsetting

The contracting parties waive any mutual charging of costs incurred in connection with the administration in the course of the cooperation and the interconnection of their systems (subject to section 3.3 above).

General Terms and Conditions (GTC)

The general terms and conditions of ESTM AG regarding the customers, which are posted in the Experience Shop, include all cooperation partners and service providers who link their services in the Experience Shop. Likewise any additional current general terms and conditions of the SP are linked. The SP is obliged to inform ESTM AG in case of changes of the GTC or to transmit the changed GTC. The GTC of ESTM AG can be found in the appendix.

Privacy

The contracting parties are obligated to comply with the currently applicable regulations with regard to the protection of personal data, in particular due to the EU General Data Protection Regulation (GDPR). The contracting parties agree to enter into appropriate arrangements for the protection of personal data in accordance with the GDPR in order to clearly define their roles, obligations, etc. in the area of data protection.

Effective date and term

The agreement becomes effective upon signing and is valid for an indefinite period. The present agreement may be terminated in writing by either party subject to a notice period of three months. Termination of the agreement for good cause (e.g. bankruptcy of a contractual partner) is possible without notice by written notification to the respective contractual partner.

Final provisions

Written form requirement/changes

Amendments and/or supplements, a cancellation or termination of this contract must be made in writing to be legally effective. This shall also apply to any waiver of the written form requirement. Verbal collateral agreements do not exist

Changes of company name or address

The contracting parties are obliged to immediately notify the other contracting parties in writing of any changes in the company name and address. The delivery of documents can be made legally effective to the address last announced in each case.

Severability clause

Should individual provisions of this contract be or become invalid, the validity of the remaining provisions shall not be affected thereby and the invalid provisions shall be replaced by a valid provision which the contracting parties would have agreed upon at the time of the conclusion of the contract, had they been aware of the defect, in order to achieve a comparable economic success. This shall also apply to the interpretation of loopholes in the contract.

Services by third parties

ESTM AG is entitled to have the services to be rendered by it under this agreement also rendered by third parties.

Jurisdiction

For all disputes arising from this contract, the contracting parties agree on the exclusive jurisdiction of the court in St. Moritz.

Supplements:

- a) Connected marketplaces
- b) Support hours and contacts
- c) General terms and conditions of the Experience Shop of ESTM AG

1 Signatures

For ESTM AG:

Place, date

Thomas Rechberger

Marijana Jakic

For (SP):

Place, date

Name:

1.1 Support hours and contact

Support hours:

Monday - Friday 08:00 - 18:00

Saturday - Sunday: on-call service 08:00 - 16:00 guaranteed

Response time: 0 - 45 minutes

Contact:

ferienshop@engadin.ch

1.2 General terms and conditions of the Experience Shop of ESTM AG

See: GTC and cancellation | Engadin St. Moritz, Schweiz