

Your Accommodation Agreement with Mitchell Corp NZ (2022) Ltd.

On behalf of Ezibed Limited.

This is a legal agreement between the following parties:

Mitchell Corp NZ (2022) Ltd. on behalf of Ezibed Limited

9B Sheffield Crescent, Burnside, Christchurch 8053, New Zealand
GST 083-405-600

The Property (Accommodation Provider)

Property Name:

Contact Person:

Company Name (legal entity):

Address (Legal Entity):

As an online marketplace provider Mitchell Corp NZ (2022) Ltd / Ezibed.com will need to be advised of your GST App Tax status:

GST Registered – Opted Out of GST App Tax: (continue to return GST directly to the IRD)

GST Registered – Ezibed.com is a zero-rated supplier (your invoices cannot include GST)

Not GST Registered

(If you are unsure of your GST App Tax status, we would recommend consulting with your accountant or tax adviser.)

Both parties have agreed as follows:

1. **Website Listings**
The property will be listed on Mitchell Corp NZ (2022) Ltd.'s retail website www.ezibed.com.
2. **Commission Percentage**
The commission percentage shall be 15%.
3. **Payment**
Payment for the nett amount will be made once an invoice has been received following the guests stay. Invoices will be sent to either Mitchell Corp accounts@mchg.co.nz or our reseller ANZCRO accounts@ANZCRO.com.au whichever is stipulated on the booking confirmation.
4. **Execution and performance**
The Agreement is only affective after approval and confirmation by Mitchell Corp NZ (2022) Ltd.
5. **General delivery terms**
This Agreement is subject to and governed by the General Terms (the 'Terms and Conditions'). The accommodation provider declares that it has read, understood and hereby accepts the terms and conditions.

Signed by Mitchell Corp NZ (2022) Ltd.
on behalf of Ezibed Limited

Signature:

Printed Name:

Title:

Date:

Signed by Property
on behalf of (Accommodation Provider)

Signature:

Printed Name:

Title:

Date:

Ezibed Mitchell Corp Connection

Please fill out the below table with the room types you wish to connect. Simply enter your information into the highlighted fields:

Room Name	Base Pax	Max Pax	Rack Rate \$	Extra Person \$	Bedding Configuration i.e 1 x queen & 2 x single

Ezibed.com connects with the below channel managers. Please select from the below who your PMS provider is:

Siteminder Staah Seekom Freeonlinebooking.com MotelMate
 NewBook RMS Channex Other, please specify

Cancellation Policy

Child Age

Contact Persons	Email Address	Phone Number
Reservations		
Accounts		
Sales		
Management		

Please return a signed copy of this document via email to **hello@ezibed.com**

DD: +64 (3) 358 0839 | P: 0800 394 233

General Terms

These general terms (the “Terms”) form an integral part of the Accommodation Agreement (the “Accommodation Agreement”, together with the Terms) entered into between an Accommodation Provider and Mitchell Corp NZ (2022) Ltd., on behalf of Ezibed Limited (each a “Party” and collectively the “Parties”).

1. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following definitions apply throughout this Agreement, unless the contrary intention appears:

“Mitchell Corp Platform” means the website(s), apps, tools, platforms or other devices of Mitchell Corp on which the Service is made available. The Accommodation Provider accepts that the rooms made available to Mitchell Corp NZ (2022) Ltd. will be made available for booking on the Mitchell Corp Platform. This includes, but is not limited to, ezibed.com, mitchellcorp.co.nz, goldenchain.co.nz or mainstay.co.nz.

“Customer Service” means the customer service desk of Mitchell Corp NZ (2022) Ltd. which can be reached at res@mchg.co.nz or such other address as set out in this Agreement.

“Distribution Channels and Systems” means the connection between Mitchell Corp NZ (2022) Ltd. and industry partners such as, Channel Managers, Wholesale Inbound Operators or other partners of Mitchell Corp on which the Service is made available. The Accommodation Provider accepts that the information provided to Mitchell Corp NZ (2022) Ltd. will be made available for booking on the Distribution Channels and Systems Mitchell Corp connects to. This includes, but is not limited to, ANZCRO, Infinity/Flight Centre, Lido, MotelMate, Pan Pacific, Seekom, STAAH, Siteminder, Tourplan, RMS, Newbook, Freeonlinebooking.com, Channex etc.

“Extranet” means the online system which can be accessed by the Accommodation Provider (after identification of the username and the password) through the website <http://cp.mitchellcorp.co.nz> for uploading, changes, verifying, updates and/or amendments of the Accommodation Provider’s Information (including rates, availability, rooms) and reservations.

“Force Majeure Event” means any of the following events affecting multiple Guests and multiple accommodations: act-of-God, volcanic eruptions, (natural) disaster, fire, (acts of) war, hostilities or any local or national emergency, invasion, compliance with any order or request of any national, provincial, port or other public authority, government regulation or intervention, military action, civil war or terrorism, (biological, chemical or nuclear) explosion, rebellion, riots, insurrection strikes, civil disorder (or the material or substantial threat or justified apprehension of any of the foregoing events), curtailment of transportation facilities, close down of airports or any other exceptional and catastrophic event, circumstance or emergency, making it impossible, illegal or prevents Guests from travelling to or staying at the accommodation.

“Guest” means a visitor of the Platforms or a customer or guest of the Accommodation Provider.

“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 relevant, any application for any such right, know-how, trade or business name, domain name (under whatever extension, e.g. .com, .co.nz, .nz, etc.) 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.

“Marketed Online” means marketed to the general public online by any means, including on mobile applications. This definition excludes in particular email, SMS and instant messaging communications that are not aimed at the general public.

“Offline Channel” means a channel that does not involve the use of the internet, such as bookings made in person at an Accommodation Provider’s reception, by telephoning an accommodation, or at a bricks and mortar travel agency.

“OTA” means any online reservation service that is not controlled, directly or indirectly by the Accommodation Provider or the chain (whether integrated or not) to which this Accommodation Provider belongs.

“Personal Data” means any information relating to an identified or identifiable natural person (including Customer Data and credit card data).

“Platforms” means the website(s), apps, tools, platforms and/or other devices of Mitchell Corp and its affiliated companies and business partners on or through which the Service is (made) available.

“Published Online” means made available to the general public online by any means, including on mobile applications. In the case of rates, publication includes the display of the actual rates or sufficient detail for the consumer to calculate rates (e.g. xx% off, \$yy discount).

“Rate” means the amount to be paid to the Accommodation Provider for each Room night booked via the Mitchell Corp NZ Ltd. platforms, including all terms and conditions (including, without limitation, cancellation, advance purchase, no show and loyalty program participation policies) applicable to a particular category of rooms. Mitchell Corp NZ (2022) Ltd. pays the Accommodation Provider the nett rate after commission has been deducted. The commission rate is 15% (subject to change).

“Service” means the online reservation system of Mitchell Corp NZ (2022) Ltd. through which accommodations can make their rooms available for reservation, and through which Guests can make reservations at such accommodations, the Facilitated Payment, customer service and the Communication Service.

“System” means the extranet that Accommodation Providers can access to use and utilize the services, functionalities and administration of the Accommodation on the Platform (including rates, booking policies, etc.).

“Unpublished” means not Published Online.

2. ACCOMMODATION OBLIGATIONS

2.1 Accommodation Information

2.1.1 Information provided by the Accommodation Provider for inclusion on the Mitchell Corp Platforms shall include information relating to the Accommodation (including pictures, photos and descriptions), its amenities and services and the rooms available for reservation, details of the rates (including all applicable taxes, levies, surcharges and fees) and availability, cancellation and no-show policies and other policies and restrictions (the “Accommodation Information”) and shall comply with formats and standards provided by Mitchell Corp NZ (2022) Ltd.

The Accommodation Information shall not contain any telephone or email (including skype) address or social media website/app/platform (including twitter and Facebook), with direct references to the Accommodation Provider or its websites, apps, platform, tools or other devices, or to websites, apps, platform, tools or other devices of third parties. Mitchell Corp NZ (2022) Ltd. reserves the right to edit or exclude any information on becoming aware that it is incorrect or incomplete or in violation of the terms and conditions of this Agreement.

2.1.2 The Accommodation Provider is responsible for keeping its property details, room type descriptions and administration details on the website up to date. The Accommodation Provider represents and covenants that the Accommodation Information shall at all times be true, accurate and not misleading. The Accommodation Provider is at all times responsible for a correct and up-to-date statement of the Accommodation Information, including additional availability of rooms for certain periods or any extraordinary (material adverse) events or situations (e.g. renovation or construction at or near the facility). The Accommodation Provider shall update the Accommodation Information on a daily basis (or more/less frequent basis as may be required) and may –at any time– change via the Extranet or your channel manager (i) the rate of its available rooms bookable, and (ii) the number or type of available rooms.

2.1.3 When the Accommodation Provider uses a ‘Channel Manager’ to manage their property information, availability or pricing it is the responsibility of the Accommodation Provider to ensure that the information is correct and up to date at all times between the ‘Channel Manager’ and the website provider.

2.1.4 The Accommodation Provider shall make available for booking through the Mitchell Corp Platforms at least the same number and type of rooms as are made available through the Accommodation Providers own or any other distribution channels.

2.1.5 The information provided by the Accommodation

Provider for the Platforms shall remain the exclusive property of the Accommodation Provider. Mitchell Corp NZ (2022) Ltd. reserves the right to edit or exclude any information on becoming aware that it is incorrect or incomplete or in violation of the terms and conditions of this Agreement.

2.1.6 Unless Mitchell Corp NZ Ltd. agrees otherwise, all changes, updates and/or amendments of the Accommodation Information (including rates, availability, rooms) shall be made by the Accommodation Provider directly and on-line through the Extranet or Channel Manager or other ways as Mitchell Corp NZ Ltd. may reasonably indicate. Updates and changes in respect of pictures, photos and descriptions will be processed as soon as reasonably possible by Mitchell Corp NZ (2022) Ltd.

2.2 Parity

2.2.1 The Accommodation Provider shall give Mitchell Corp NZ (2022) Ltd. Rate and Conditions Parity. “Rate and Conditions Parity” means the same or better rates for the same accommodation, same room type, same dates, same bed type, same number of guests, same or better amenities and add-ons (e.g. free breakfast, wifi, early/late checkout), same or better restrictions and policies such as reservation changes and cancellation policy as made available by the Accommodation Provider.

Rate and Conditions Parity does not apply in respect of rates and conditions:

- offered on any other OTA;
- offered on Offline Channels, provided that these room rates are not published online or marketed online;
- and /or
- that are unpublished, provided that these room rates are not marketed online.

2.2.2 The restrictions and conditions (including the room price) for rooms made available for reservation on the Mitchell Corp NZ (2022) Ltd. Platforms shall at all times be in accordance with Clause 2.2.1 and make sense for all parties involved (including consumers).

2.2.3 Mitchell Corp NZ (2022) Ltd. shall be entitled to give a discount on the room price at its own costs up to the amount of the commission.

2.2.4 Within the spirit of this Agreement and subject at all times to Clause 2.2.1, the Accommodation Provider agrees to give, for each calendar date, (subject to availability) some availability for all rooms and room types and is encouraged to provide Mitchell Corp NZ (2022) Ltd. with fair access to all rooms and room types (including various applicable policies and restrictions) and rates available during the term of the Agreement (during periods of low and high demand (including during fairs, congresses and special events).

2.3 Commission and Payments

2.3.1 For each reservation made on the Mitchell Corp NZ (2022) Ltd. Platforms by a Guest for a Room, the Accommodation Provider shall pay Mitchell Corp NZ (2022) Ltd. a commission (the “Commission”) calculated in accordance with Clause 2.3.2.

2.3.2 The nett amount is the sell price of the room less the

15% commission which is retained by Mitchell Corp NZ Ltd. The Accommodation Provider will receive an email once a booking has been made advising of the total amount to invoice and whom to invoice, e.g. Mitchell Corp NZ (2022) Ltd. or contracted resellers, such as e.g. ANZCRO-EZIBED, Anzcro

2.3.3 Unless agreed otherwise in the Agreement, the rate shown to Guests on the Platforms shall be inclusive of GST, sales tax, charges and all such other (national, governmental, provincial, state, municipal or local) taxes, fees, charges or levies (to the extent that such other taxes, fees and levies can be reasonably calculated upfront without further information).

2.3.4 In the event that pursuant to (amendment or entering into force of) the applicable law, rules and legislation applicable to the Accommodation, the rates must be shown to Guests inclusive of GST, sales tax and all such other (national, governmental, provincial, state, municipal or local) taxes, fees or levies, the Accommodation Provider shall adjust the rates through the Extranet in accordance with the terms of Clause 2.1.2 and 2.1.4 as soon as possible, but in any event within 5 business days after (i) amendment or entering into force of the relevant law, rules and legislation in this respect applicable to such Accommodation, or (ii) notification thereof by Mitchell Corp NZ (2022) Ltd.

2.3.5 The Extranet shows details of all reservations made at the Accommodation through the Platforms and will list the reservation information.

2.3.6 The Accommodation Provider will invoice Mitchell Corp NZ (2022) Ltd or our contracted reseller Anzcro for these bookings less 15% commission and payment will be on the 20th of the following month. Invoices must be received within 24 hours or a maximum of 30 days following guest check out for prompt payment.

2.4 Reservation, Guest Reservation, Complaints

2.4.1 When a reservation is made by a Guest on any Mitchell Corp NZ (2022) Ltd. Platform, the Accommodation Provider shall receive a confirmation for every reservation made via Mitchell Corp NZ (2022) Ltd., which confirmation shall include the date of arrival, the number of nights, the room type, the room rate, the Guest's name, and the Guest's contact details (collectively "Customer Data") and such other specific request(s) made by the Guest. Mitchell Corp NZ (2022) Ltd. is not responsible for the correctness and completeness of the information and dates provided by Guests, and Mitchell Corp NZ (2022) Ltd. is not responsible for the payment obligations of the Guests relating to their (online) reservation. For the avoidance of doubt, the Accommodation Provider shall on a regular basis (but at least on a daily basis) check and verify on the Extranet (the status of) the reservations made.

2.4.2 By making a reservation through the Platforms a direct contract (and therefore legal relationship) is created solely between the Accommodation Provider and the Guest (the "Guest Reservation").

2.4.3 The Accommodation Provider is bound to accept a Guest as its contractual party, and to handle the online reservation in compliance with the Accommodation

Information (including rate) contained on the Platforms at the time the reservation was made and the reservation confirmation, including any supplementary information and/or wishes made known by the Guest.

2.4.4 Other than the fees, extra's and (sur)charges as set out in the confirmed booking, the Accommodation Provider shall not charge the customer any transaction/administration fee or charge for the use of any payment method (e.g. credit card charge).

2.4.5 Complaints or claims in respect of (the products or service offered, rendered or provided by) the Accommodation Provider or specific requests made by Guests are to be dealt with by the Accommodation, without mediation by or interference of Mitchell Corp NZ (2022) Ltd. Mitchell Corp NZ (2022) Ltd. is not responsible for and disclaims any liability in respect of such claims from the Guests. Mitchell Corp NZ (2022) Ltd. may at all times and at its sole discretion (a) offer customer (support) services to a Guest, (b) act as intermediate between the Accommodation Provider and a Guest, (c) provide -at the costs and expenses of the Accommodation Provider - alternative accommodation of an equal or better standard in the event of an overbooking or other material irregularities or complaints in respect of the Accommodation, or (d) otherwise assist a Guest in its communication with or actions against the Accommodation.

2.4.6 In the event of a valid claim of a Guest, Mitchell Corp NZ (2022) Ltd. shall insofar it is entitled to Rate and Conditions Parity promptly notify the Accommodation Provider of such claim and provide the Accommodation Provider with the relevant details of the claim. Insofar as Mitchell Corp NZ (2022) Ltd. is entitled to Rate and Conditions Parity, the Accommodation Provider shall immediately adjust –to the extent applicable– the rate(s) made available at the Mitchell Corp NZ Ltd. Platform such that the lower rate is available for further booking(s). Furthermore, the Accommodation Provider shall immediately adjust the rate in the reservation made by the relevant Guest in its administration. Upon check out of the Guest, the Accommodation Provider shall offer the room for the lower rate and shall either (i) settle the difference between the booked rate and the lower rate by charging the Guest for the lower rate, or (ii) refund to the Guest the difference between the two rates.

2.5 Overbooking, cancellation and no-shows

2.5.1 The Accommodation Provider shall provide the rooms booked and in the event that the Accommodation Provider is not able to meet its obligations under this Agreement for any reason whatsoever, the Accommodation Provider shall promptly inform Mitchell Corp NZ (2022) Ltd. via Customer Service (res@mchg.co.nz); whereas the subject line of each email shall state "overbooking". Unless Mitchell Corp NZ (2022) Ltd. has arranged for alternative accommodation (to be verified by the Accommodation Provider with Mitchell Corp NZ (2022) Ltd.), the Accommodation Provider will use its best endeavours to procure alternative arrangements of equal or superior quality at the expense of the Accommodation Provider and in the event that no Room is available on arrival, the Accommodation Provider will:

(a) find suitable alternative accommodation of an equal or better standard to the Accommodation holding the Guest's guaranteed booking;

(b) provide free private transportation to the alternative accommodation for the Guest and other members of the Guest's party who are listed in the Guest's guaranteed booking, and

(c) reimburse and compensate Mitchell Corp NZ (2022) Ltd. and/or the Guest for all reasonable costs and expenses (e.g. costs alternative accommodation, transportation, telephone costs) made, suffered, paid or incurred by the Guest and/or Mitchell Corp NZ (2022) Ltd. due to or caused by the overbooking. Any amount charged by Mitchell Corp NZ (2022) Ltd. in this respect shall be paid within 14 days after receipt of the invoice.

2.5.2 The Accommodation Provider is not allowed to cancel any confirmed online reservation.

2.5.3 The Accommodation Provider's individual cancellation policy applies for Ezibed retail bookings and can be updated through the Mitchell Corp extranet on cp.mitchellcorp.co.nz. You will receive login credentials once your property is setup and mapped in our system.

2.5.4 In the event of a no show the Accommodation Provider must notify Mitchell Corp NZ (2022) Ltd. in writing no later than 10.00am the following morning. The notification should be emailed to the Central Reservations Team at res@mchg.co.nz as a reply to the original reservation with the endorsement "no show" in the subject line.

This procedure will facilitate investigation with the booking agent. Please note: if the original reservation is for two nights or more and the customer "no shows" on the first night; unless otherwise advised by Mitchell Corp NZ (2022) Ltd., the Accommodation Provider should release any remaining nights and invoice Mitchell Corp NZ (2022) Ltd. for the 1st night stay. It is important to note that "no show" payments may take longer to process and that these payments may fall outside our normal terms.

2.6 Data Privacy, Messaging and Usage

The Accommodation Provider understands and agrees that the Mitchell Corp NZ (2022) Ltd. Data Privacy and Messaging Guidelines apply and form an integral part of this Agreement. The Mitchell Corp NZ (2022) Ltd. Data Privacy and Messaging Guidelines are set out in the Mitchell Corp NZ (2022) Ltd. Privacy Policy Documentation.

2.7 Force Majeure Event

In the event of a Force Majeure Event, the Accommodation Provider shall not charge (and shall repay (if applicable)) the Guests affected by the Force Majeure Event any fee, costs, expenses or other amount (including the (non-refundable) rate or the no-show, (change of) reservation or cancellation fee) for (i) any cancellation or change of the reservation made by the Guests, or (ii) that part of the reservation that was not consumed, due to the Force Majeure Event. In the event of reasonable and justified doubt, the Accommodation Provider may ask a Guest to provide reasonable evidence of the causality between the Force Majeure Event and cancellation,

no-show or change of reservation (and provide Mitchell Corp NZ (2022) Ltd. upon request with a copy of such evidence). In order for Mitchell Corp NZ Ltd. to register any cancellation, no-show or amendment of the reservation due to a Force Majeure Event, the Accommodation Provider shall inform Mitchell Corp NZ (2022) Ltd. within 2 business days after (a) the scheduled check out date of the no-show or cancellation, or (b) check out, the number of days actually stayed. Mitchell Corp NZ (2022) Ltd. will not pay for any nights not consumed due to the Force Majeure Event.

3. AUTHORITY

3.1 The Accommodation Provider hereby grants Mitchell Corp NZ (2022) Ltd. a non-exclusive, royalty free and worldwide right and authority, as applicable:

(a) to use, reproduce, have reproduced, distribute, communicate and make available in any method and display those agreed upon elements of the Intellectual Property Rights of the Accommodation Provider as provided to Mitchell Corp NZ (2022) Ltd. by the Accommodation Provider pursuant to this Agreement and which are necessary for Mitchell Corp NZ (2022) Ltd. to exercise its rights and perform its obligations under this Agreement;

(b) to use, reproduce, have reproduced, process, distribute, display and utilize (including without limitation to publicly perform, modify, adapt, communicate, reproduce, copy and make available to the public in any manner whatsoever) the Accommodation Information.

3.2 In no event shall Mitchell Corp NZ (2022) Ltd. be liable to the Accommodation Provider for any acts or omissions on the part of any Third-Party Platforms. The sole remedy for the Accommodation Provider in respect of such Third-Party Platforms is (i) to request Mitchell Corp NZ (2022) Ltd. (which has the right and not the obligation) to disable and disconnect with such Third Party Platform, or (ii) termination of this Agreement, all in accordance with the terms of this Agreement.

4. RANKING, GUEST REVIEWS, MARKETING

4.1 Ranking

4.1.1 The order in which the Accommodation is listed on the Platforms (the "Ranking"), is determined automatically and unilaterally by Mitchell Corp NZ (2022) Ltd. Ranking is based on and influenced by various factors, including but not limited to, the minimum availability stated by the Accommodation, the number of bookings related to the number of visits to the relevant accommodation page on the Platform (the "Conversion"), the volume realized by the Accommodation, the ratio of cancellations, the guest review scores, the customer service history, the number and type of complaints from Guests and the on-time payment record of the Accommodation.

4.2 (Online) marketing and PPC advertising

4.2.1 Mitchell Corp NZ (2022) Ltd. is entitled to promote the Accommodation Provider using the Accommodation's name(s) in online marketing, including email marketing and/or pay-per-click (PPC) advertising. Mitchell Corp NZ (2022) Ltd.

runs online marketing campaigns at its own costs and discretion.

4.2.2 The Accommodation Provider is aware of the working methods of search engines, such as spidering of content and ranking of URLs. Mitchell Corp NZ (2022) Ltd. agrees that if the Accommodation Provider becomes aware of behaviour by Third Party Platforms that breaches the Accommodation's Intellectual Property Rights, then the Accommodation Provider will notify Mitchell Corp NZ (2022) Ltd. in writing with details of the conduct and Mitchell Corp NZ (2022) Ltd. will use its commercially reasonable endeavours to ensure that the relevant third party takes steps to remedy the breach.

4.2.3 The Accommodation Provider agrees not to use, display, benefit from, include, utilize, refer to or specifically target the Mitchell Corp NZ (2022) Ltd. brand/logo (including trade name, trade mark, service mark or other similar indicia of identity or source) whether directly through keyword purchases that use Mitchell Corp NZ (2022) Ltd.'s Intellectual Property Rights, for price comparison purposes or any other purposes (whether on the Accommodation platform or any third party platform, system or engine or otherwise), unless approved in writing by Mitchell Corp NZ (2022) Ltd. The Accommodation Provider shall not (directly or indirectly) use or create any (pay-per-click) advertisement on (meta)search sites which advertisement (re)directs and links to the relevant Accommodation landing page on the Platforms where the Accommodation is advertised, promoted and/or included (no double serving).

5. REPRESENTATIONS AND WARRANTIES

5.1 The Accommodation Provider represents and warrants to Mitchell Corp NZ (2022) Ltd. that for the term of this Agreement:

(i) the Accommodation Provider has all necessary rights, power and authority to use, operate, own (as applicable), (sub)license and have Mitchell Corp NZ (2022) Ltd. make available on the Platforms (a) the relevant accommodation, and (b) the Intellectual Property Rights in respect of, as set out, or referred to in the Accommodation Information made available on the Platforms;

(ii) the Accommodation Provider holds and complies with all permits, licenses and other governmental authorisations, registrations and requirements necessary for conducting, carrying out and continuing its operations and business and making the Accommodation available on the Platforms for reservation (including for short term stay);

(iii) the price for the rooms advertised on the Platforms correspond to, or are better than, the best available price for an equivalent stay as Marketed Online, Published Online or otherwise made available online by the Accommodation Provider on its own website and a better price cannot be obtained by a Guest making a reservation with the Accommodation Provider directly on its website/app, and

(iv) the Accommodation (which includes for the purpose of this warranty both the operator as well as the owner of the property) and its (their) directors and (direct, indirect and ultimate (beneficial)) owners (and their directors) are not in

any way connected to, part of, involved in or related to or under the control, management or ownership of:

(a) terrorists or terrorist organizations;

(b) parties / persons (i) listed as (special) designated nationals/entities or blocked person/entities, or (ii) otherwise subject to any applicable trade embargo, or financial, economic and trade sanctions, and

(c) parties / persons guilty of money laundering, bribery, fraud or corruption.

The Accommodation Provider shall immediately notify Mitchell Corp NZ (2022) Ltd. in the event of a breach of this Clause 5.1 paragraph (iv).

5.2 Each Party represents and warrants to the other Party that for the term of this Agreement:

(i) it has the full corporate power and authority to enter into and perform its obligations under this Agreement;

(ii) it has taken all corporate action required by it to authorise the execution and performance of this Agreement;

(iii) this Agreement constitutes legal, valid and binding obligations of that Party in accordance with its terms, and

(iv) each Party shall comply with all applicable governmental laws, codes, regulations, ordinances and rules of the country, state or municipal under which law the relevant Party is incorporated with respect to the products (to be) offered and/or services (to be) rendered by such Party.

5.3 Except as otherwise expressly provided in this Agreement, neither Party makes any representations or warranties, 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.

5.4 Mitchell Corp NZ (2022) Ltd. disclaims and excludes any and all liability in respect of the Accommodation which is related to any (temporary and/or partial) breakdown, outages, downtime, interruption or unavailability of the Platforms, the Service and/or the Extranet. Mitchell Corp NZ (2022) Ltd. provides (and the Accommodation Provider accepts) the Service, the Platform and the Extranet on an "as is" and "as available" basis.

6. INDEMNIFICATION AND LIABILITY

6.1 Each Party (the "Indemnifying Party") shall be liable towards, and compensate, indemnify and hold the other Party (or its directors, officers, employees, agents, affiliated companies and subcontractors) (the "Indemnified Party") harmless for and against any direct damages, losses (excluding 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 special, indirect or consequential losses and/or damages), liabilities, obligations, costs, claims, claims of any kind, interest, penalties, legal proceedings and expenses (including, without limitation, reasonable attorneys' fees and expenses) actually paid,

suffered or incurred by the Indemnified Party pursuant to:

- (i) a breach of this Agreement by the Indemnifying Party, or
- (ii) any claim from any third party based on any (alleged) infringement of the third party's Intellectual Property Right by the Indemnifying Party.

6.2 The Accommodation Property shall fully indemnify, compensate and hold Mitchell Corp NZ (2022) Ltd. (or its directors, officers, employees, agents, affiliated companies and subcontractors) harmless for and against any liabilities, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), damages, losses, obligations, claims of any kind, interest, penalties and legal proceedings paid, suffered or incurred by Mitchell Corp NZ (2022) Ltd. (or its directors, officers, agents, affiliated companies and subcontractors) in connection with:

- (i) all claims made by Guests concerning inaccurate, erroneous or misleading information of the Accommodation on the Platforms;
- (ii) all claims made by Guests concerning or related to a stay in the Accommodation, overbooking or (partly) cancelled or wrong reservations or repayment, refund or charge back of the Room Price;
- (iii) all other claims from Guests which are wholly or partly attributable to or for the risk and account of the Accommodation (including its directors, employees, agents, representatives and the premises of the Accommodation) (including claims related to (lack of) services provided or product offered by the Accommodation) or which arise due to tort, fraud, wilful misconduct, negligence or breach of contract (including the Guest Reservation) by or attributable to the Accommodation (including its directors, employees, agents, representatives and the premises of the Accommodation) in respect of a Guest or its property; and
- (iv) all claims against Mitchell Corp NZ (2022) Ltd. in relation to or as a result of the failure of the Accommodation to (a) properly register with relevant tax authorities, or (b) pay, collect, remit or withhold any applicable Taxes, fees and (sur) charges levied or based on the services or other charges hereunder in the relevant jurisdiction (including room price and commission payments).

6.3 In the event of a third party claim, Parties shall act in good faith and use their commercially reasonable efforts to consult, cooperate and assist each other in the defence and/or settlement of such claim, whereas the indemnifying Party shall be entitled to take over a claim and assume the defence (in consultation and agreement with the indemnified Party and with due observance of both Parties' interests), and neither Party shall 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 the other Party (which shall not unreasonably be withheld, delayed or conditioned).

6.4 In no event shall any Party be liable to any other Party for any indirect, special, punitive, incidental or consequential damages or losses, including loss of production, loss of

profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, whether such damages are (alleged as) a result of a breach of contract, tort or otherwise (even if advised of the possibility of such damages or losses). All such damages and losses are hereby expressly waived and disclaimed.

6.5 Each Party acknowledges that remedies at law may be inadequate to protect the other Party against any breach of this Agreement and without prejudice to any other rights and remedies otherwise available to the other Party, each Party will be entitled to injunctive relief and specific performance.

7. TERM, TERMINATION AND SUSPENSION

7.1 Unless agreed otherwise, this Agreement shall commence on the date hereof for indefinite period of time. Each Party may terminate this Agreement at any time and for any reason, by written notice to the other Party with due observance of a notice period of 14 days.

7.2 Each Party may terminate this Agreement (and close the Accommodation on the Platforms) or suspend (all or part of its obligations, covenants and undertakings under) this Agreement in respect of the other Party, with immediate effect and without a notice of default being required in case of:

- (a) a material breach by the other Party of any term of this Agreement (e.g. delay of payment, insolvency, breach of Rates and Conditions Parity, the provision of wrong information or receipt of a significant number of Guest complaints); or
- (b) (filing or submission of request for) bankruptcy, insolvency or suspension of payment (or similar action or event) in respect of the other Party.

7.3 Any notice or communication by Mitchell Corp NZ (2022) Ltd. of "closure" ("close", "closed") of the Accommodation on the website (or similar wording) shall mean termination of the Agreement. After termination, suspension or closure, the Accommodation Provider shall honour outstanding reservations for Guests and shall pay all commissions (plus costs, expenses, interest if applicable) due on those reservations in accordance with the terms of this Agreement.

7.4 The following events shall in any event be regarded as a material breach and entitle Mitchell Corp NZ (2022) Ltd. to immediately terminate (close) or suspend (all or part of its obligations, covenants and undertakings under) the Agreement (without a notice of default):

- (i) the Accommodation Provider posts incorrect or misleading Accommodation Information on the Extranet;
- (ii) the Accommodation Provider fails to maintain Information on the Extranet resulting in over-bookings at the Accommodation;
- (iii) the Accommodation Provider fails to accept a reservation at the price shown on a reservation;

(iv) the Accommodation Provider overcharges one or more guests;

(v) Mitchell Corp NZ (2022) Ltd. receives one or more legitimate and serious complaint(s) from one or more guest(s) who made reservations with the Accommodation;

(vi) misuse of the Guest review process by any behaviour that results in a review appearing on the Platforms that is not an honest expression of a real stay by a real guest at the Accommodation;

(vii) inappropriate, unlawful or unprofessional behaviour towards guests or staff; or

(viii) any (alleged) safety, privacy or health issues or problems in respect of the Accommodation or its facilities (the Accommodation shall at its own costs and upon first request of Mitchell Corp NZ (2022) Ltd. deliver the relevant permits, licenses, certificates or such statements issued by an independent expert evidencing and supporting its compliance with applicable (privacy, safety and health) laws and legislation).

7.5 Upon termination as set out otherwise, this Agreement shall absolutely and entirely terminate in respect of the terminating Party and cease to have effect without prejudice to other Party's rights and remedies in respect of an indemnification or a breach by the other (terminating) Party of this Agreement. Clause 2.4, 6, 7.6, 8, 9 and 10 (and such other clauses that by nature survive termination) shall all survive termination.

7.6 In the event of a "change of ownership" in respect of the ownership or operation of the property (including any assignment, transfer, novation of this Agreement), the Accommodation Provider agrees and acknowledges that the new owner/operator shall be entitled to use the Accommodation Information as made available by the Accommodation Provider prior to the change of ownership (including the guest reviews) and have access to the relevant (financial and operational) performance, management and (customer) data; and the Accommodation Provider shall in any event be and remain responsible and liable for all obligations, claims and liabilities related to the period, or accrued prior to the change of ownership. The Accommodation Provider shall provide the rooms booked for all periods and in the event that the Accommodation Provider is not able to meet its obligations under this Agreement for any reason whatsoever, shall promptly inform Mitchell Corp NZ (2022) Ltd. in accordance with the terms of Clause 2.5 (Overbooking & Cancellation).

7.7 Mitchell Corp NZ (2022) Ltd. shall be entitled to terminate this Agreement with immediate effect in the event of (termination due to) a breach of contract of (including act or event of default, or failure to perform any obligation under) any other agreement between Mitchell Corp NZ (2022) Ltd. on the one hand and the Accommodation (or any Party that (directly/indirectly) owns or controls, is controlled by or under the common control with the Accommodation) on the other hand.

8. BOOKS AND RECORDS

8.1 The systems, books and records of Mitchell Corp NZ

(2022) Ltd. (including Extranet, the Online Reservation Statement, and/or emails) shall be considered conclusive evidence of the existence and receipt by the Accommodation Provider of the reservations made by the Guest or damages or costs due to Mitchell Corp NZ Ltd. under this Agreement, unless the Accommodation Provider can provide reasonable and credible counter-evidence.

8.2 The Accommodation Provider shall upon first request of Mitchell Corp NZ (2022) Ltd. fully co-operate and assist Mitchell Corp NZ (2022) Ltd. with (and disclose all reasonably requested information in respect of) the identification of the owner, manager and/or controller of the Accommodation.

9. CONFIDENTIALITY

9.1 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 information of the other party (the "Confidential Information"). Confidential Information includes Customer Data, transaction volume, marketing and business plans, business, financial, technical, operational 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.

9.2 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 who need to know such information in furtherance of this Agreement; (d) and shall use prudent methods to ensure that the Permitted Persons do not, copy, publish, disclose to others or use (other than pursuant to the terms hereof) the Confidential Information; and (e) it shall return or destroy all ((hard and soft) copies of) Confidential Information upon written request of the other Party.

9.3 Notwithstanding the foregoing, (a) 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, and (b) nothing in this Agreement shall prevent, limit or restrict a Party from disclosing this Agreement (including the any technical, operational, performance and financial data (but excluding any Customer Data)) in confidence to an affiliated (group) company.

9.4 Parties shall use commercially reasonable efforts to safeguard the confidentiality and privacy of Customer Data and to protect it from unauthorized use or release. Each Party agrees to comply with all applicable (data and privacy) laws, on the processing of personal data and the protection of privacy.

10. MISCELLANEOUS

10.1 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 Mitchell Corp NZ (2022) Ltd. 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 an affiliated company without the prior written consent of the Accommodation Provider. Notwithstanding anything to the contrary, any assignment or transfer by the Accommodation Provider shall not relieve the assignor/transferor of its obligations under the Agreement.

10.2 All notices and communications must be in English, in writing, and sent by, email or nationally recognized overnight air courier to the applicable email address set out in the Agreement.

10.3 This Agreement (including the schedules, annexes and appendixes, which form an integral part of this Agreement) constitutes the entire agreement and understanding of the Parties with respect to its subject matter and replaces and supersedes all prior agreements, arrangements, ((non binding) offers, undertakings or statements regarding such subject matter (including vis-à-vis the Accommodation).

10.4 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.

10.5 Save as set out otherwise in this Agreement, this Agreement shall be exclusively governed by and construed in accordance with the laws of New Zealand. Save as set out otherwise in this Agreement, any disputes arising out of or in connection with this Agreement shall exclusively be submitted to and dealt with by the respective court in New Zealand.

10.6 Parties agree and acknowledge that notwithstanding this Clause 10.5, nothing in this Agreement shall prevent or limit Mitchell Corp NZ (2022) Ltd. in its right to bring or initiate any action or proceeding or seek interim injunctive relief or (specific) performance before or in any competent courts where the Accommodation is established or registered under the laws of the relevant jurisdiction where

the Accommodation is established or registered and for this purpose, the Accommodation Provider waives its right to claim any other jurisdiction or applicable law to which it might have a right.

10.7 Due to applicable anti-money laundering, anti-corruption, anti-terrorists financing and anti-tax evasion laws and legislation, Mitchell Corp NZ (2022) Ltd. is restricted from making the Service available to and accepting payments from or making, processing or facilitating payments to a bank account (the "Bank Account") that is not related to the jurisdiction where the Accommodation is located and (but in any event) insofar any of the following warranties is untrue. The Accommodation Provider hereby represents and warrants that (notwithstanding the jurisdiction of the Bank Account):

(i) it holds and complies with all permits, licenses and other governmental licenses, permits and authorizations necessary for conducting, carrying out and continuing its operations and business (including the holding and using of the Bank Account);

(ii) it is the holder of the Bank Account;

(iii) the payment and transfer to/from the Bank Account is at arm's length and in accordance with all applicable laws, legislation, codes, regulations, ordinances and rules and not in violation of any applicable anti-money laundering, anti-corruption, anti-terrorists financing or anti-tax evasion (tax) law, treaty, regulation, code or legislation, and

(iv) the Bank Account is not (directly or indirectly) used for money laundering, terrorists financing, tax evasion, tax avoidance or other illegal activities.

The Accommodation Provider hereby agrees to fully compensate and indemnify Mitchell Corp NZ (2022) Ltd. for all damages, losses, claims, penalties, fines, costs and expenses suffered, paid or incurred by Mitchell Corp NZ (2022) Ltd. (or any of its affiliated group companies (including any of its/their directors, officers, employees, agents or representatives)) for any (threatening or alleged) claim (including penalty) from any government, authority, organization, company, party or person that the payment to, through or from the Bank Account is illegal or a violation of any applicable (anti-corruption/ anti-money laundering/anti-tax evasion/anti-terrorists financing) laws, regulations, codes or legislation.

By signing this document, I acknowledge that I have read, understood and here with accept the terms and conditions above.

Signed by Property (Accommodation Provider)

Signature:

Title:

Printed Name:

Date: