

DISTRIBUTION PARTNERSHIP AGREEMENT

This Distribution Partnership Agreement (the “**Agreement**”) describes the legal relationship between Adrenaline Hunter SAS, whom edits the website www.manawa.com (hereby referred to as “**Adrenaline Hunter**” or “**Manawa**”) and the Distribution Partner (hereby referred to as “**Partner** »).

1. Purpose of the Agreement

1.1 Adrenaline Hunter develops and operates an online booking platform for outdoor, sports and adventure activities with the website manawa.com. Through Manawa, activities’ suppliers (the “**Suppliers**”) can present their products and services to potential customers all over the world. Customers can then book and pre-pay their activities on manawa.com. Manawa then collects all booking information and transmits them to Suppliers, which can accept or decline the booking.

1.2 Manawa’s service is available worldwide, on a 24/7 basis. It is solely available for the booking of activities organized by Suppliers with whom Manawa has signed a partnership agreement.

1.3 The Partner owns, supervises, manages, and operates one or several internet-domain(s) and/or website(s) or a tourist accommodation receiving clients who could potentially be interested in booking the activities in the Manawa catalog. The Partner and Manawa hereby agree that the Partner will allow the visitors of the Partner’s website(s) or facilities / establishment to access the offers and services of Manawa (directly or indirectly), in compliance with the conditions of this Agreement.

1.4 Both parties operate their websites independently and are solely responsible for their respective websites. This Agreement does not constitute a corporation, an association, an employment contract, a contract of brokerage, or an agency agreement between the parties.

1.5 Adrenaline Hunter does not in any way assume any responsibility regarding the services offered by Suppliers on its website. The only party responsible for the execution of any activity service is exclusively the Supplier.

2. Technical specifications

2.1 Access to Manawa’s website can be enabled through various technical means (for example Links, iFrames, XML, Widget, or similar tools). The Partner bears all expenses for the integration of the chosen access means on his website(s) or on his establishment (posters, scannable QR codes, business cards, etc.).

2.2 The exact positioning of the facilities on the Partner's website(s) will be mutually agreed by both parties. Manawa retains the right to ask the Partner to take out any access

means (be it links, iframes, XML, widget or similar facilities) if it consider such positioning to be inappropriate.

3. Mutual License

3.1 Manawa grants the Partner the non-exclusive, and world-wide right and license (or, as the case may be, sub-license) to display parts of Manawa’s data and related information on the Partner's website(s).

3.2 The Partner grants Manawa the world-wide right and license to integrate and display the chosen access means on the Partner's website(s) and ii) provide his service through the Partner's website(s).

3.3 The Partner is not authorized to sub-license his granted rights described under paragraph 3, to any third-party.

4. Partner’s Obligations

4.1 The Partner agrees to not engage in services that could interfere with the affiliation relationship described in this Agreement. As such, The Partner agrees to refrain from communicating with the Suppliers or customer service regarding bookings registered through Manawa.

4.2 Unless otherwise agreed in written form, the Partner agrees to refrain from contacting, acquiring, or accepting Manawa’ Suppliers i) as business partners for bookings or reservations, ii) for sales or advertising purposes or other (online or not) advertising (whether as a banner, PPC, pop-ups or in any other way) on the Partner website(s) or iii) for any other reason.

4.3 The Partner may not make negative or in any way harmful representations about Manawa, its business, the Suppliers or the activities of the latter.

4.4 The Partner agrees to regularly maintain the content of its website(s) so as to keep it up-to-date and error-free as well as to immediately correct content or code errors (if any) pointed out by Manawa.

5. Manawa’s Booking Service

Manawa will do its utmost to ensure the continuity and quality of its booking service.

6. Intellectual Property

6.1 Upon conclusion of this Agreement, Manawa does not abandon, but explicitly reserves its right of intellectual property, against the Partner or a third party.

6.2 Manawa’s website(s) and its content may not be copied or imitated (in general or in regards to certain functions, pages, forms etc.) in any way for the duration of this

DISTRIBUTION PARTNERSHIP AGREEMENT

Agreement and thereafter. The Partner ensures that its website(s) (including all other websites owned by the Partner or any of its affiliates), sufficiently differ(s) from Manawa's website and will continue doing so. In particular, the Partner may not in any way register, apply for, merchandise, sell, offer, solicit, (sub-)license, provide, grant access, forward, publish or distribute domain names similar to adrenaline-hunter.com or manawa.com.

6.3 The Partner is solely responsible for all data, content, messages, contained in its website(s), and of the use made of its website(s) by visitors. As such, the Partner will hold Manawa indemnified of any claim made by any third party, which would originate from the use of its website(s).

7. Advertising and Marketing

7.1 Unless otherwise agreed in written form with Manawa the Partner is not authorized (directly or indirectly) to purchase, acquire, use, employ or integrate terms or keywords (including variations and misspellings) that are identical or strikingly similar to those used by Adrenaline Hunter or related internet-domain names.

7.2 The Partner may not in any way use the contents of Manawa's website on or through a third party platform.

8. Financial considerations & Payments

8.1 All procedures concerning payment transactions of bookings of services on the Manawa website are operated solely by Manawa. In particular the Partner ensures Manawa that he will not, under any circumstance, effect or receive any payments that are in connection with services booked on the Manawa website.

8.2 Manawa will pay a commission to the Partner for every confirmed and executed booking, made on or originating from the Partner's website(s). The Partner however expressly recognizes and accepts that no payment shall be due for bookings which i) did not result in activities/services taking place due to weather cancelation or any other impediment ii) were declined or cancelled by the Supplier iii) were cancelled by the client as per the said booking's cancellation policy. Alternatively, the Partner can choose to receive his commission amount as a Manawa gift card credit.

8.3 All payments due to the Partner for a particular month will be grouped and effected on the 15th of each month or the next business day following the starting date of any confirmed booking originating from the Partner's website(s). The Partner expressly recognizes that the date triggering payment is the date of the activity, and not the date of booking.

8.4 Due to bank transfer costs, Manawa may decide to postpone payment of any balance to the Partner until the

balance reaches a minimum of 50€ or its equivalent in other currencies. Manawa must receive an invoice from the Partner in order to make a payment.

9. Warranties and guaranties

9.1 The Partner represents and guarantees that his website(s) do not i) contravene public order and common decency ii) contain inappropriate, illegal or unlawful contents, statements, materials, information, links, or banners (for example with regard to pornography or racism), defamatory statements or elements that invade or otherwise violate the privacy of a third party or are obscene.

9.2 Both parties must take any appropriate economical measures to protect and secure their website(s) and to maintain continuing operation of their website(s)

10. Duration and Termination of the Agreement

10.1 Unless otherwise agreed upon, the contract comes into effect upon execution of this Agreement and is valid for an unlimited period.

10.2 The Agreement can be terminated by both parties at any time, in writing, and for any reasons, with a notice period of 30 days.

10.3 After termination of the Agreement, unless otherwise agreed upon, the contract is considered completely and entirely terminated, without effect on the parties' rights and remedies concerning punitive damages or breach of contract by the other party. Paragraphs 4.1, 4.2, 4.3, 6, 8, 11 and 12 will remain in force beyond the termination of the Agreement.

11. Non-disclosure

11.1 The Parties mutually agree to the non-disclosure of all information, observations, and documents that are part of the commercial privacy of the other party, especially the information and data of customers or business partners of the other party. When in doubt about the affiliation of information, observations and data, and commercial privacy, mutual consultation obligations are to be observed. The parties, their employees, and any called-in third parties agree to maintain the above mentioned confidentiality.

11.2 Customer Data - The parties must take any appropriate economical measures to secure the secrecy and confidentiality of customer data and to protect this customer data from unauthorized use or publication. The parties agree to comply with the French and European Data Protection Laws when processing personal data and data security.

12. Dispute resolution– Applicable Law- Jurisdiction

DISTRIBUTION PARTNERSHIP AGREEMENT

12.1 In the event of a dispute arising out of or in connection with the Agreement, the Parties undertake to set up a diligent, good faith attempt to resolve all disputes amicably. Should no resolution be effective within thirty (30) days of receipt of the initial dispute notification, each Party will be free to submit the dispute to court.

12.2 The Agreement shall in all respects be governed by and construed exclusively (save for any applicable mandatory laws) in accordance with the laws of France. Any dispute shall be submitted to the courts of Paris, France.