

CONTRACT FOR THE WHOLESALE PROVISION OF TRAVEL PRODUCTS AND SERVICES

This Agreement is made and entered into as of the Effective Date by and between:

Avenue 6 Limited, a UK-based travel business (the "Wholesaler"), with its registered office at Ground Floor, Finchale House, Belmont Business Park, Durham, England, DH1 1TW, Reseller number 12373004, and;

You, (the "Reseller")

The "Effective Date" is deemed to be first date the Reseller commences working with the Wholesaler and these terms are agreed so as to be in place between the Parties unless other, explicit and agreed terms are implemented.

WHEREAS:

- A. Avenue 6 provides travel-related products and services to resellers on a wholesale basis.
- B. The Reseller wishes to purchase these products and services for resale to its end customers as part of its packages, or otherwise.
- C. Both Parties agree to be bound by the terms and conditions of this Agreement.

1. DEFINITIONS

- 1.1 "Products and Services" include accommodation, transportation, tours, activities and itinerary planning offered by The Wholesaler.
- 1.2 "End Customer" is the individual purchasing travel services from the Reseller.
- 1.3 "Net Rate" refers to the rate provided by the Wholesaler to the Reseller.
- 1.4 "Retail Rate" refers to the final price set by the Reseller for the End Customer.
- 1.5 "Avenue 6 Trade Extranet" refers to the online platform used for booking and managing travel services.

2. RELATIONSHIP OF PARTIES

- 2.1 The Wholesaler and the Reseller operate as independent entities. Nothing in this Agreement creates an agency, partnership, or employment relationship.
- 2.2 The Reseller is solely responsible for determining and applying its own Retail Rates.
- 2.3 The Reseller agrees to handle all customer service interactions with End Customers.

3. OBLIGATIONS OF THE PARTIES

3.1 Avenue 6's Obligations:

- Provide the Reseller with access to Products and Services at a Net Rate.

- Ensure the accuracy of product descriptions and services.
- Supply booking confirmations and relevant documents.
- Offer itinerary planning support.
- Provide access to and support for the Avenue 6 Trade Extranet.

3.2 Reseller's Obligations:

- Sell Products and Services under its own branding.
- Will not adopt or use, otherwise than in accordance with the provisions of this Agreement, any trademarks, brand names or other marks used by the Wholesaler;
- Ensure compliance with all applicable laws.
- Accurately provide customer details for bookings.
- Collect full payment from End Customers and/or assist in facilitating an agreed payment method with the Wholesaler (e.g. direct, secure payment links).
- Use the Avenue 6 Trade Extranet in accordance with guidelines.
- Will not perform its obligations under this Agreement in any manner which is inconsistent with this Agreement or which in the reasonable opinion of the Wholesaler is prejudicial to the reputation of the Wholesaler;
- Will comply with all relevant laws, regulations, codes of practice and any requirements of any regulatory, governmental or quasi-governmental body or agency;
- Will obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Wholesaler to provide the Services.

If the Wholesaler's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Reseller, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Wholesaler shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.

4. PRICING AND PAYMENTS

4.1 Avenue 6 shall provide the Reseller with a Net Rate. All prices are non-commissionable.

4.2 The Reseller shall determine and apply its own Retail Rate to End Customers at its sole discretion.

4.3 Payments must be made by Bank Wire Transfer (BACs) or credit/charge card as per Avenue 6's invoices.

4.4 Full payment must be received at least 28 days before the End Customer's arrival. Late payments may incur daily interest at 4% per annum above the bank base rate.

4.5 Where a deposit is required the deposit amount, payment and any refund terms will be specified at the time of booking. Deposits must be paid in accordance with the terms outlined by Avenue 6.

5. LIABILITY AND INDEMNIFICATION

5.1 Each Party shall be responsible for its own acts, omissions, and liabilities arising from the performance of these Terms.

5.2 Avenue 6 shall not be held liable for any disputes, claims, or issues arising between the Reseller and the End Customer.

5.3 Avenue 6 is not responsible for the quality or performance of accommodation, tours, attractions, or activities booked by the Reseller, nor for the customer experience.

5.4 If Avenue 6 is prevented or delayed in performing its obligations due to an act or omission by the Reseller or its agents, Avenue 6 shall not be liable for any resulting costs or losses and may recover additional costs incurred.

5.5 Avenue 6 makes no guarantees as to the accuracy, timeliness, performance, completeness, or suitability of the information on the Avenue 6 Trade Extranet and is not liable for any inaccuracies.

5.6 Use of the Avenue 6 Trade Extranet is at the Reseller's own risk, and the Reseller is responsible for ensuring that the information, services, and products available meet their requirements.

5.7 The Avenue 6 Trade Extranet may include links to third-party websites for informational purposes. Avenue 6 does not endorse these websites and assumes no responsibility for their content.

5.8 The Reseller agrees to indemnify, defend, and hold harmless Avenue 6 from any claims, damages, or losses arising from:

- Misrepresentation of the Products and Services by the Reseller.
- Any contractual breaches between the Reseller and the End Customer.
- Non-compliance with applicable laws and regulations by the Reseller.

5.9 The Wholesaler's total liability to the Reseller shall not exceed the total charges paid or payable by the Reseller in the preceding 12-month period to the triggering event. The Wholesaler's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement.

5.10 The Wholesaler shall not be liable to the Reseller in any circumstances in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising and whatever the cause thereof for any loss of profit, business, contracts, revenues or for any special, indirect or consequential damage of any nature whatsoever.

6. CANCELLATION AND AMENDMENTS

6.1 Each Party shall comply with the applicable cancellation and amendment policies outlined by Avenue 6 at the time of booking.

6.2 If a booking is cancelled more than 28 days before the customer's arrival, any deposits or prepayments must be refunded unless an alternative cancellation period has been notified to the Reseller. If a) cancelled less than 28 days before arrival or b) the Products & Services have been paid for on a non-refundable basis, deposits/balances are non-refundable, and the Reseller may be liable for full or partial payment according to Wholesaler policies.

7. CONFIDENTIALITY

7.1 The Parties agree to keep all commercial terms, pricing, and other sensitive business information confidential and not to disclose such information to any third party without prior written consent.

7.2 For the purposes of this Agreement, "sensitive business information" means all and any commercial, financial, marketing, technical or other information, know-how or trade secrets in any form or medium belonging to or disclosed by one of the parties to this Agreement or obtained under or in connection with this Agreement (whether disclosed or obtained before or after the date of this Agreement), together with any copies, summaries of, or extracts from, such information in any form or medium or any part(s) of this information and which is designated as confidential or which is manifestly confidential.

7.3 This clause shall survive termination of these Terms.

8. TERMINATION

8.1 Either Party may terminate these Terms by providing 90 days' written notice to the other Party.

8.2 Avenue 6 may terminate these Terms immediately in case of:

- Breach of contract by the Reseller.
- Failure to make timely payments.
- Any actions by the Reseller that may harm the reputation or operations of the Wholesaler.

8.3 Upon termination, all outstanding balances shall become due immediately.

8.4 Any termination of the Agreement in accordance with this Clause 8 shall be without prejudice to the rights of either Party accrued prior to such termination.

9. FORCE MAJEURE

9.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts;
- (h) non-performance by suppliers or subcontractors; and
- (i) interruption or failure of utility service.

9.2 Provided it has complied with Clause 9.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

9.3 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

9.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 28 days, the party not affected by the Force Majeure Event may terminate this agreement by giving 28 days' written notice to the Affected Party.

10. GENERAL PROVISIONS

10.1 Governing Law: This Agreement and all matters arising out of it shall be construed and governed according to English law. The Parties submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute(s) they may have relating to this Agreement.

10.2 Amendments: Any changes to this Agreement must be in writing and signed by both Parties.

10.3 Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral,

relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

10.4 Severability: If any provision is deemed invalid, the remaining provisions shall remain enforceable.

10.5 Rights of Third Parties: A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

10.6 Assignment and Other Dealings: This Agreement is personal to the Reseller and the Reseller shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

10.7 Variation - No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.8 Waiver: A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

10.9 Notices: Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a Reseller) or its principal place of business (in any other case); or

(b) sent by email to the following addresses:

The Wholesaler: E-mail@Email.com

The Retainer: E-mail@E-mail.com

NB – Where a Party giving Notice is in a different legal jurisdiction to the other, such Notices must be provided by E-mail.

Any notice or communication shall be deemed to have been received:

(i) if delivered by hand, on signature of a delivery receipt; and

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

ii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 14.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

10.10 Data Protection: The parties agree to comply with the data processing clauses at Schedule 1 , which is hereby incorporated into this Agreement.

SCHEDULE 1
DATA PROCESSING CLAUSES

DEFINITIONS:

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (**DPA 2018**); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1. GENERAL

- 1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Schedule 1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Reseller is the Data Controller and the Wholesaler is the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). Annex 1 sets out the scope, nature and purpose of processing by the Wholesaler, the duration of the processing and the types of Personal Data and categories of Data Subject (where Personal Data and Data Subject have the meanings as defined in the Data Protection Legislation).
- 1.3 The Wholesaler shall, in relation to any Personal Data processed in connection with the performance by the Wholesaler of its obligations under the Agreement, process that Personal Data only for the purposes of providing the Services and complying with its obligations under the Agreement.

2. SUB-PROCESSORS

- 2.1 The Wholesaler shall not permit any processing of Personal Data by any agent or subcontractor or other third party ("Sub-Processor") without the prior written authorisation of the Reseller.
- 2.2 In the event the Reseller gives authorisation to the Wholesaler for the appointment of a Sub-Processor in accordance with clause 2.1, such authorisation will always be contingent on and subject to the Wholesaler entering into a written agreement with the Sub-Processor incorporating terms which are substantially similar to those set out in this Schedule 1.
- 2.3 As between the Reseller and the Wholesaler, the Wholesaler shall remain fully liable for all acts or omissions of any Sub-Processor appointed by it pursuant to this clause 2.

3. TECHNICAL & ORGANISATIONAL MEASURES

- 3.1 The Wholesaler shall, in relation to any Personal Data processed in connection with the performance by the Wholesaler of its obligations under the Agreement ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data.
- 3.2 Those measures may include, where appropriate:
 - (a) pseudonymising and encrypting Personal Data;
 - (b) ensuring confidentiality, integrity, availability and resilience of its systems and services;
 - (c) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and

- (d) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.
- 3.3 The Wholesaler shall provide to the Reseller at any time on request a detailed written description of such technical and organisational measures in place.

4. WHOLESALER PERSONNEL & SUB-PROCESSORS

- 4.1 The Wholesaler shall ensure that access to Personal Data is limited to its personnel and authorised Sub-Processors who need access to it to supply the Services, and that all personnel and authorised Sub-Processors are:
 - (a) informed of the confidential nature of the Personal Data and that they must not disclose the Personal Data;
 - (b) are subject to an enforceable obligation of confidence with regards to the Personal Data; and
 - (c) are assessed by the Wholesaler or authorised Sub-Processor prior to any processing of the Personal Data to ensure their reliability, and that they receive training on data protection matters.
- 4.2 As between the Reseller and the Wholesaler, the Wholesaler shall remain fully liable for all acts or omissions of any personnel and authorised Sub-Processors.

5. TRANSFER OF DATA OUTSIDE THE UK

- 5.1 The Wholesaler may only process, or permit the processing, of Personal Data outside the UK under the following conditions:
 - (a) the Wholesaler is processing Personal Data in a territory which is subject to adequacy regulations under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals. The Wholesaler must identify in Annex 1 the territory that is subject to such an adequacy finding; or
 - (b) the Wholesaler participates in a valid cross-border transfer mechanism under the Data Protection Legislation, so that the Wholesaler (and, where appropriate, the Reseller) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the UK GDPR. The Wholesaler must identify in Annex 1 the transfer mechanism that enables the parties to comply with these cross-border data transfer provisions and the Wholesaler must immediately inform the Reseller of any change to that status; or
 - (c) the transfer otherwise complies with the Data Protection Legislation for the reasons set out in Annex 1.

6. DESTRUCTION OF PERSONAL DATA

- 6.1 The Wholesaler shall on request at any time and on the expiry or termination of the Agreement, (at no cost to the Reseller) at the Reseller's option either return all of the Personal Data, and copies of it in such format as the Reseller may require or securely dispose of the Personal Data, except to the extent that any applicable law requires the Wholesaler to store such Personal Data and the Wholesaler has promptly demonstrated their legal requirements to the Reseller.

7. NOTIFICATION OBLIGATIONS

- 7.1 The Wholesaler shall immediately (and in any event within 2 calendar days) and fully notify the Reseller in writing if any Personal Data has been disclosed in breach of this Schedule or if it is lost, becomes corrupted, is damaged or is deleted in error.

7.2 The Wholesaler shall notify the Reseller immediately if it suspects or becomes aware of any actual, threatened or potential breach of security of Personal Data and any personal data breach (as defined in Data Protection Legislation) and shall ensure all such notices include full and complete details relating to such breach, in particular:

- (a) the nature and facts of such breach including the categories and number of Personal Data records and, if applicable, Data Subjects concerned;
- (b) the contact details of the data protection officer or other representative duly appointed by the Wholesaler from whom the Reseller can obtain further information relating to such breach;
- (c) the likely consequences or potential consequences of such breach; and
- (d) the measures taken or proposed to be taken by the Wholesaler to address such breach and to mitigate any possible adverse effects and the implementation dates for such measures.

8. ASSISTANCE TO RESELLER

8.1 The Wholesaler shall promptly provide such information and assistance (at no cost to the Reseller) as the Reseller may require in relation to any request from or on behalf of any Data Subject for access, rectification or erasure of their Personal Data, or any complaint, objection to processing, or other correspondence. In no event shall the Wholesaler respond directly to any such request, complaint or correspondence without the Reseller's prior written consent unless and to the extent required by law.

8.2 The Wholesaler shall promptly provide such information and assistance (at no cost to the Reseller) as the Reseller may require in relation to:

- (a) the Reseller's decision to undertake a data protection impact assessment where the Reseller considers (in its sole discretion) that the type of processing may result in a high risk to the rights and freedoms of Data Subjects;
- (b) any approval of the Information Commissioner or other data protection supervisory authority to any processing of Personal Data, or any request, notice or investigation by such supervisory authority.

8.3 The Wholesaler shall permit the Reseller (and any of its authorised representatives) and the Information Commissioner (or its authorised representatives), at the Wholesaler's cost, access to any of the Wholesaler's premises, personnel, IT systems and relevant records as may be reasonably required by the Reseller upon reasonable notice at any time for the purposes of conducting an audit in order to verify the Wholesaler's compliance with this Schedule 1 and Data Protection Legislation.

8.4 The Wholesaler shall, on demand, provide the Reseller and the Information Commissioner (and/or their authorised representatives) with all reasonable co-operation, access and assistance in relation to each audit.

8.5 In the Wholesaler's reasonable opinion, to the extent that it believes that any instruction received by it is likely to infringe the Data Protection Legislation or any other applicable law, the Wholesaler shall promptly inform the Reseller.

9. INDEMNITY

9.1 Wholesaler shall indemnify the Reseller against: (i) all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on a full indemnity basis) arising out of or in connection with any breach by the Wholesaler and/or any Sub-Processor (as applicable) of this Schedule 1 including where the Wholesaler's breach then places the Reseller in breach or subject to regulatory action, which the parties agree is foreseeable and a direct loss; and (ii) all amounts paid or payable by the Reseller to a third party which would not have been

paid or payable if the Wholesaler's breach of this Schedule 1 had not occurred, including in both cases where the Wholesaler's breach then places the Reseller in breach or subject to regulatory action, which the parties agree is foreseeable and a direct loss.

10. CERTIFICATION SCHEME

- 10.1 Either party may, at any time on not less than 30 days' notice, revise this Schedule 1 by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

SCHEDULE 1 - ANNEX 1
Description of Processing

The processing of personal data is as follows:

- The Reseller is a tour operator and provider of holidays to customers in the EEA and worldwide.
- The Wholesaler is a Wholesaler of travel arrangements needed for the provision of the holiday to the customer.

Data subjects

The personal data concern the following categories of data subjects :

- End Customers, who are consumers and travellers;

Purposes of the processing

The processing is necessary for the following purposes :

- For the delivery of the holiday and travel services - accommodation, food, excursions, transport etc...

Categories of data

The personal data processed fall within the following categories of data (please specify):

- Customer name, address, date of birth, passport numbers, telephone numbers and similar data to enable travel services;

Sensitive data (if appropriate)

The personal data processed fall within the following categories of sensitive data (please specify):

- Dietary requirements (if/where applicable)
- Medical requirements/health conditions (if/where applicable).

Instructions with regards to the processing of personal data:

The Wholesaler shall process the Personal Data only in accordance with the instructions of the Reseller.