



XML Collaboration contract 99031

In Bordeaux on 04 July 2024

This agreement is made between:

MASTRVELSA S.A. as the TOUR OPERATOR (hereinafter referred to as "**the CLIENT**"), hereby acting in its name a legally-constituted **Ecuador** company with registered office at Victor Emilio Estrada 504 y Segunda Peatonal Piso 1 Oficina 4, Urdesa 090507, Guayaquil, Ecuador with licence number R.U.C. **0992737697001**, Represented by Mr. **Luis Villalva** as Manager represented

and **SARL ALL4GO** as THE AGENT (hereinafter referred to as "**ALL4GO**"), hereby acting in its name a legally-constituted French company with registered office at 30 Allée de la haute prairie 33360 Carignan Bordeaux, France, with licence number IM033160003, tax identification code TVA FR43818365504. Represented by Mrs. CHIRCO Tatiana as Manager.

1. GENERAL

The CLIENT is responsible for ensuring that the General Conditions stated in this Agreement are brought to the attention of, and agreed with, their final consumers, intermediaries, and all other interested parties, prior to entering into any agreement with those parties to which these Terms and Conditions might apply.

The final consumer shall be liable for obtaining the documentation required at destination, such as visas, ID's, passport, medical documents, etc. and ALL4GO shall not be liable for any circumstance or expense incurred due to lack of documentation or non-compliance of requirements. Cot for babies under 2 years: the cost of the cot must be paid on spot by customer, if any. Extras: clients must make payment for extras (such as incidental charges, meals, meal supplements, mini-bar, dry cleaning and laundry) prior to their departure from the hotel. All the city taxes should be paid by the client on the spot.

Whenever the European Package Travel Directive 90/314 EEC must be applied due to the intention to include any of the services provided by ALL4GO in a Package Travel, the CLIENT undertakes to strictly comply with the Package Travel Directive 90/314 EEC and/or any legislation that develops, adds to and, when appropriate, replaces them, delivering or enabling the delivery of all the appropriate information to the final consumer, requesting its signature and approval on the package travel conditions when necessary.

2. ACCESS CODES

Access codes provided by ALL4GO are for the sole use of each CLIENT and personal user; no access code use may be transferred or disclosed to third parties including, but not limited to, representatives or subsidiaries of the CLIENT. Each CLIENT and the personal user are directly responsible for the use of their own access codes. In the event of improper use thereof, such access codes shall be withdrawn; sales will immediately be stopped and ALL4GO reserves its right to take any legal action pursuant the protection of its legitimate interest.

3. WEBSITE USE

The CLIENT shall not:

- post, transmit or disseminate any information on or via ALL4GO's website which is or may be harmful, obscene, defamatory or otherwise illegal, or may cause an infringement of the rights of any other;
- make any other unauthorised, false or fraudulent booking;
- use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of ALL4GO's website including, but not limited to, uploading or making available files containing corrupt data or viruses via whatever means;
- deface, alter or interfere with the appearance and layout of the website or the underlying software code;
- take any action that imposes an unreasonable or disproportionately large load on the website or related infrastructure;

Without prejudice to any of ALL4GO' other rights, ALL4GO reserves the right to deny access to the website and/or cancel the bookings wherever and whenever ALL4GO believes (in ALL4GO's absolute discretion) that the CLIENT is in

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breach of any of these Terms and Conditions or the Terms and Conditions or Legal Notes which are applicable to the webpage and/or the transactions carried out through the website.

4. UNAUTHORISED ROOM BLOCKS

Holding Room Blocks is considered as prohibited behaviour. The use of the ALL4GO's website is limited to FIT leisure bookings. Any Group reservations must therefore be directed to the groups department (groups@all4go.com).

Should the CLIENT submit a booking of 6 or more rooms per stay, either in one or several individual bookings, then this will be considered a "Group Booking". Group Bookings will be subject to confirmation by the hotel and may result in modification or cancellation of such booking or booking terms at the hotel's discretion.

Block booking of accommodation reservations for future sales is forbidden under any circumstances or at any time. ALL4GO reserves the right to cancel any reservations made for this purpose without liability.

Administrative fee: Multiple name changes indicating that rooms have been blocked will be subject to a 30 USD/30EUROS fee per modification, including each name change. The administrative fee can vary from time to time, for the concrete administrative fee please contact your Sales Manager.

5. PRICES

The prices offered to the CLIENT are confidential and may not be disclosed to any third party, any instance of rate disclosure may result in access to our site being denied, and the cancellation of any or all bookings made by you. The CLIENT hereby commits to not use ALL4GO's prices to contact ALL4GO's suppliers disclosing such prices for the purpose of negotiating new rates and/or any other meaning, in this event the CLIENT will pay a penalty to ALL4GO of 9000 Euros.

All rates are valid for the leisure market only. We will not be obliged to honor any booking if it transpires that your customer is not travelling for leisure purposes. Service providers may refuse to honor our contract rate and charge a higher rate to the customer directly. We shall not be liable to you or to your customer if services are not provided or for any such rate increases.

The rates are for XML B2B use, the rates cannot be used in XML B2C. Look to book ratio permitted 250:1.

The price does not include any service not specified in the booking confirmation.

The hotel may charge city taxes or a resort fee; it must be paid directly at the hotel. Baby cot are subject to availability and may have an additional cost. Some hotels may require cash or credit card deposit as guarantee, which will be returned on departure minus any deduction incurred during the stay.

Specific room types (double/twin), smoking preferences and bedding types cannot be guaranteed and are subject to availability at the time of check-in. It is always guaranteed that the room provided by the hotel will accommodate the number of guests booked.

6. PAYMENT/INVOICE

Services supplied to the CLIENT by ALL4GO are supplied at **net rates**; the CLIENT can apply its margin on the rates and the CLIENT will not receive any commission from ALL4GO. Bookings will be invoiced according to ALL4GO's Rates current at the time the Booking is confirmed to the CLIENT as a Confirmed Booking. ALL4GO will invoice the CLIENT for Bookings electronically or by any other means as elected by ALL4GO from time to time. Payment of ALL4GO's invoices must be made by the CLIENT in the quoted currency by bank transfer to the relevant bank account or by credit card. ALL4GO does not accept cash, company cheques as a form of payment.

Invoices must be paid in full. No deductions by the CLIENT are allowed. Any disagreement regarding the invoice must be communicated in detailed form to ALL4GO within 20 days as of issue thereof. The booking request will not be confirmed by ALL4GO and the transaction is not considered completed until the CLIENT has paid in time the full price of the services.

In case the CLIENT will be subject to prepayment, all services must be paid by the CLIENT to ALL4GO at least 7 days before the deadline date of reservation, unless an alternative financial arrangement is agreed. These payment conditions will be valid for all current and future bookings, including those that have already been invoiced.

If payment is not received by ALL4GO on or before the due date and in accordance with these Terms and Conditions ALL4GO reserves the right to take the following action against the Company, including but not limited to the following:

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- ✓ disconnecting the Company access to any of ALL4GO's electronic systems;
- ✓ cancel all the outstanding bookings
- ✓ terminating, with immediate effect, any or all contracts with ALL4GO at ALL4GO's discretion;
- ✓ charging interest on a daily basis at a rate of ten percent (10%) per annum calculated on the total amount of each outstanding invoice from the date of the invoice, until the date of payment (together with all costs (legal or otherwise) and expenses incurred by ALL4GO or on ALL4GO's behalf in the collection of any overdue amount.

Payment can be made in EUROS, USD or GBP.

7. CREDIT LIMIT

The Company agrees not to exceed the Credit Limit if any accorded (Details indicated in Annex 1).

The Company's Credit Limit may be amended by ALL4GO at any time, for any reason without prior written notice to the Company. If the Company exceeds the Credit Limit, if any, detailed in these Terms and Conditions, ALL4GO will request, and the Company shall make an immediate payment on account to reduce any outstanding debt.

8. CANCELLATIONS

Generally, cancellations rules may vary in each case and shall be indicated at the time of booking. Cancellation rules for all bookings will be shown during the booking procedure on the HTML site at www.all4go.com or will be transmitted via the XML API.

Cancellations In the event of withdrawal of the Travel Service purchased, the CLIENT shall have the right to be returned all amounts paid with deduction of the amounts, if any, which may have accrued in terms of cancellation charges. Cancellation costs may vary depending on the destination, dates and relevant accommodation establishment. If for exceptional reasons the cancellation is not made via the Website, it must be sent in writing to ALL4GO detailing the destination and booking number. ALL4GO shall send an acknowledgement of receipt and inform of all the charges, if any, which may be applicable. The CLIENT shall be responsible for obtaining the confirmation and/or acknowledgement of receipt of the cancellation of the booking by ALL4GO.

The clients are required to be insured for the eventual cancellation of the stay or the impossibility to make it. ALL4GO does not offer this type of insurance and is not included in any price.

9. Downtime

We guarantee 99% of uptime. The 1% we cannot guarantee lies on the fact that the Internet may be unavailable itself, or unexpected technical issues may occur and such issues may be outside of our control. In case such downtime occurs, no financial compensation may be granted, in any form. We may make the Service unavailable from time to time for maintenance, with prior notice.

10. CLAIMS & LIABILITY. DISCLAIMER

- ✓ Client's Liability

In the event of abnormal behaviour, vandalism or misconduct, ALL4GO and/or the service supplier reserve the right to automatically cancel final consumer stay or reservations with no right of the final consumer to any compensation whatsoever. The accommodation establishment at which the final consumer is staying or, if applicable, the company organising excursions or transport, shall have the same right.

Any incidents which may be resolved during the stay of the final consumer at the accommodation establishment shall be directly resolved by the CLIENT.

- ✓ ALL4GO's liability

ALL4GO acts as the CLIENT's agent and as an independent intermediary in the contracting of accommodation and other services, and thus shall not be held liable for death, injury, illness, damage, loss, accident, theft, delays or any other

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irregularity which may arise, whether directly or indirectly, from the supply of services by the hotel or other suppliers and which have been contracted via ALL4GO.

ALL4GO shall use reasonable endeavour to ensure the suppliers accept liability and indemnify from and against any claims of the CLIENT's guests arising from the provision of the services. Therefore, the CLIENT hereby commits to file any claim for the services directly with the service provider.

ALL4GO shall not deal with any claims that have not been presented by the final consumer during the period of stay by the final consumer at the accommodation establishment.

✓ Disclaimer

The information provided by ALL4GO by any means, has been inserted in good faith but ALL4GO cannot guarantee that it is completely free from inaccuracies and typographical errors and does not accept liability for any error or omission that may exist in the information supplied by ALL4GO.

The information on the hotels and other services provided by ALL4GO is as accurate as possible given that the data is provided by the service supplier; The CLIENT has the responsibility to check all the bookings in ALL4GO system before and after the booking is made: name of the hotel, address of the hotel, check in – check out dates, type of room, type of board, prices.

In no event shall ALL4GO be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of access to the website or any information contained in it or the inability to access to, including loss of profit and the like.

Service suppliers promoted by ALL4GO are independent businesses and are not agents or employees of ALL4GO or its affiliates. These independent businesses provide the services in accordance with their own Terms and Conditions which may limit or exclude their liability to the CLIENT or the final consumer. ALL4GO are not liable for any acts, omissions, breaches or negligence of any such independent businesses or any damages or expenses resulting from the aforesaid.

To the maximum extent permitted by law, ALL4GO disclaims all implied warranties with regard to the information, services and materials contained on the website. All such information, services and materials are provided "as is" and "as available" without warranty of any kind.

11. TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

These Terms and Conditions do not supersede but complete and add to the above mentioned Terms and Conditions. In case of contradiction between the general and special Terms and Conditions, the latter shall prevail.

*** Accommodation Services**

Throughout the year, some accommodation establishments may change name or trade name, which shall not be construed as a change of accommodation establishment or modification of the booking.

In some countries, there is a local tax known as "visitors' tax", "city tax" "tourist tax" (or similar) and other fees including (but not limited to) resort fees or service charges, which shall be paid directly by the end consumer at the accommodation establishment and/or at the airport. The CLIENT further acknowledges that Local Taxes and Fee Estimations, may change from time to time. As a result, ALL4GO cannot be held liable for any loss, costs or damages incurred as a result of the provision of such Local Taxes/Fee Estimations. Confirmation of and the accuracy of the Local Taxes/or Fee Estimations is ultimately the responsibility of the CLIENT. The categories of the accommodation establishments have been provided by the accommodation establishments themselves and are in accordance with specific regulations applicable in each country. An accommodation establishment in one country, therefore, may not be similar in terms of services and quality to an accommodation establishment in another, despite belonging to the same category. ALL4GO provides the information supplied by the accommodation establishment regarding the existence of works of refurbishment or renovation of the establishment, as well as duration thereof. ALL4GO shall not accept claims for works about which it has not been informed or which extend beyond the planned date of conclusion thereof. In some countries the legal adult age may differ depending on the relevant local legislation. It will be the sole responsibility of the end consumer to ensure that he/she is at least of legal age in order to check in to the accommodation establishment. Most accommodation establishments may request a holding deposit on credit or debit card from end consumers upon arrival at the accommodation establishment for incidental charges incurred during the end consumer's stay, including but not limited to, long distance telephone charges, room service, resort fees, in room movies, damage or theft of property belonging to the accommodation establishment, mini bar usage and other such amenities. The CLIENT is obliged to inform about this requirement to end consumers.

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× Children

Special conditions for children are agreed upon with each service provider and are not based on any one criteria; therefore, and given that each establishment/supplier applies its own special conditions or discounts.

Accommodation services: Such discounts or special conditions must be understood as applicable only when children share a room with 2 adults. All the prices are set automatically and you will have the price with the discounts of the children when you will make the booking.

COTS (UK) /CRIBS (US) – Cots/cribs and its availability is subject to the accommodation establishment's confirmation. In the event that this service is required, please indicate this when making the booking, also indicate the age of children, as some accommodation establishments have a limited availability of such items. This extra service can be paid by the end consumer directly at the accommodation establishment, if required.

× Third Person in Accommodation Services

In most hotels will treat a reservation for a third person as a double room with an extra bed. Consult the supplement and/or discount applicable for an extra bed to be occupied by an adult, as this varies depending on the hotel. There are hotels with very few available extra beds, so it is imperative to ensure availability when making your reservation. Failure to do this may result in non-availability of the extra bed at the hotel, with no right to claim any service provision or amount whatsoever from ALL4GO.

× Transfer services

The following additional Terms and Conditions apply to the CLIENT's booking transfer services through ALL4GO system.

Booking requests for transfers must be made at least 48 hours before transfer time. Communication of the confirmation of the booking shall be made via the XML Integration of ALL4GO. Once the transfer booking is completed, a voucher with the reference number will be displayed on the screen. The voucher must be printed and presented as proof of booking. The end consumer shall check that the information included is correct, otherwise ALL4GO should be contacted immediately. ALL4GO will not accept any liability in case the end consumer is not in possession of the printed bonus.

Up to the date of the service provision, the CLIENT has the responsibility to keep ALL4GO informed and up to date on flight/train/boat arrival and departure times, and any other services that may be required will be organised based on the information that the CLIENT provides. If the information supplied is incorrect, ALL4GO will not be held liable and may not be able to guarantee correct service provision. ALL4GO is not obliged to carry any child under the age of 14 unless that child is accompanied by a responsible person aged 16 or over. In some destinations children under the age of 2 may be charged a fee for occupying a seat, in others said child may travel free if accompanied by a full fare-paying passenger over the age of 16. Children over the age of 2 require a booking to be made for them.

The service booked may only be used by the end consumer(s) named on the booking or for whom it has been purchased, and may not be transferred to or used by anyone else. The end consumer that requests the XML booking-form must have the authority to do so from all the other travellers in the group and confirm that the people named on it accept the booking conditions, and is responsible for the full cost of the service, including any cancellation or amendment charges. He/she will inform other members of the party of confirmation details and any other appropriate information.

The voucher will show all the information necessary to reach the boarding point. The voucher will also show a contact telephone number of the supplier and ALL4GO for checking the booking and informing about contingencies.

× Modifications/Cancellations of transfer services

The destination and pick-up addresses on the voucher are the addresses where the end consumer will be delivered and picked up. Any modifications to a booking requested by the end consumer will be subject to an administration charge as well as any change in the rate to be charged if the collection point is more than two kilometres from the booked collection point. ALL4GO also reserves the right not to provide the service if the service is very different from the original Travel Service booked. Modifications made less than 48 hours prior to the time of travel will be subject to confirmation and may incur additional charges depending on applicable cancellation policies. ALL4GO must be informed of any modifications to the flight number.

End consumers are entitled to cancel the transfer through the ALL4GO system. Cancellations must be made at least 48 hours before the time of travel. ALL4GO will refund the money subject to the cancellation policy.

No reimbursement to the end consumer shall be made in the event of cancellation less than 48 hours before the time of travel.

× Arrival services – Delays

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In the event of delays at customs or during baggage reclaim, the end consumer must contact the service provider as soon as possible, using the telephone numbers provided on the service voucher. ALL4GO cannot guarantee that the transfer service will be provided if the waiting time exceeds the length of time contracted, and the service provider may classify the delay as a no-show.

If the transfer service pick-up point is at an airport, port or railway station, and the flight, boat or train is diverted, delayed or cancelled, ALL4GO recommends end consumers to contact the service provider using the telephone number provided on the transfer voucher.

If the end consumer's flight, boat or train is delayed by more than three hours from then estimated arrival time, or it is cancelled or diverted, leading to an arrival time more than three hours after the originally estimated time, the end consumer must contact the service provider to confirm the new arrival time and availability of the service. In this case, the service provider may apply an additional no-show charge up to the full cost of the reservation.

✦ No Show in Accommodation Services

No show by the CLIENT's final consumer at the accommodation establishment without prior warning shall be considered a cancellation.

No reimbursement to the final consumer shall be made in the event of a 'no show' without prior consultation with, and express authorisation from, ALL4GO, who shall inform the CLIENT of charges payable, which may range from the cost of one night to 100% of the amount of the reservation.

For no-shows or early check-outs, the accommodation establishment may charge the full amount of the original booking, in which case reimbursement to the end consumer shall not apply.

✦ Names of the customers

All the names should be written in English with English alphabet. The system doesn't recognize other alphabet and the booking cannot be completed.

✦ Cancellations

Generally, cancellations made at least 48 hours before final consumer arrival shall not generate charges. This notwithstanding the aforementioned period may vary in each particular case and shall be indicated at the time of booking. At the time of confirmation of the reservation the cancellation charges which may ensue shall vary according to destination, dates and accommodation establishment.

If for exceptional reasons the cancellation is not made via the system, it must be sent in writing to ALL4GO detailing the destination and reservation number. ALL4GO shall send acknowledgement of receipt and inform of all the charges, if any, which may be applicable. The CLIENT shall be responsible for obtaining the confirmation and/or acknowledgement of receipt of the cancellation of the reservation by ALL4GO. Any charges for cancellations made directly by the final consumer with the accommodation establishment which are charged by the supplier to ALL4GO shall be paid, in turn, by the CLIENT to ALL4GO.

If the CLIENT commits any material breach of its obligations under this Agreement, ALL4GO reserves the right to terminate this Agreement immediately at any time without prior written notice to the CLIENT.

ALL4GO reserves the right (and delegates to its drivers and appointed agents the right) to refuse to carry any person who is thought to be under the influence of alcohol or illegal drugs and/or whose behaviour is considered to pose a threat to the driver, the vehicle or the other passengers. Under these circumstances ALL4GO reserves the right to refuse any reimbursement and no alternative transfer service will be provided.

Smoking is not permitted, except where express permission has been given by the driver.

The end consumer(s) shall be responsible for all damages caused in the event of abnormal or vandalising behaviour.

In case of no-show or early check-out the accommodation establishment may charge the full amount of the original reservation, in which case reimbursement to the final consumer shall not apply.

12. CONFIDENTIALITY

The CLIENT undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of ALL4GO and may be required by law, court order or any governmental or regulatory authority.

13. TERM AND TERMINATION

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This agreement shall come into force on **04/07/2024** of this Agreement and shall continue until **31/12/2025**. At the expiry date the Contract will be automatically renewed unless one or both of the parties terminates the Contract by means of two months written notice sent by registered mail.

Upon termination of this Agreement, each Party shall promptly return to the other Party or dispose of it in accordance with the other Party's instructions all Confidential Information and other data and documents and copies thereof disclosed or supplied to it pursuant or in relation to this Agreement and shall certify in writing to such other Party when the same has been completed. Both Parties shall honour any bookings made before the date of termination and, for this purpose, both Parties shall continue to comply with all obligations in this Agreement which are reasonably necessary for the purpose of honouring such booking.

14. Data protection

Both parties, considered separately, undertake to comply with the obligations imposed on them by the Regulation (EU) 2016/679 (GDPR) or by any other European regulations which may complete, update or replace it, as well as, insofar as they are applicable to the parties, by the rules of protection of personal data enforced in their respective legal orders (hereinafter, "Data Protection Regulation"). The CLIENT is particularly obliged to transfer to its clients and its agents whatever data that is required by the Data Protection Regulation to comply with the duty of information, including data provided by ALL4GO, as well as to obtain the consent of the interested parties to process their personal data, whenever required by the aforementioned regulation. The CLIENT must keep all the necessary information to demonstrate compliance with these obligations.

The parties may undertake and enter into as many contracts or comply with as many additional formalities as required by the GDPR to ensure the correct execution of this contract.


Those who intervene on behalf of the parties, or where appropriate directly as individuals, are hereby informed that their personal data will be processed by each of them for the management and control of this contractual relationship. The legal basis of the process is the execution of this contract and compliance with legal obligations. Data shall only be transferred when legally required to do so or to other group companies into which the parties are integrated for administrative purposes. Data shall be retained for the duration of the legal relationship and, in all cases, for the periods stipulated in the applicable legal provisions and for the time needed to address any potential liabilities arising from the processing. Interested parties have the right to request the data controller for access to and the rectification of or suppression of their personal data, limiting the processing of, and the right to object to it being processed, as well as to lodge a complaint to a supervisory authority. They may also request the right to data portability as soon as the GDPR has been applied.

15. GOVERNING LAW

The application and interpretation of this Agreement shall be governed by current and applicable French Legislation. In the event of any discrepancy which may arise from the interpretation or execution of these terms and conditions, the parties, with express waiver of any other court of jurisdiction which might apply, if any, shall abide by the Jurisdiction and Competence of the Courts of Bordeaux, France.

Manager ALL4GO
CHIRCO Tatiana
(signature and Stamp)

Manager
MASTRVELSA S.A.
Luis Villalva
(signature and Stamp)

DocuSigned by:

Luis Villalva
103E198A9D5241B
Manager
04/07/2024

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ANNEX 1 Payment details

CLIENT **MASTRVELSA S.A.** will pay all the booking in credit bases.

The accorded Credit Limit is 2000 dollars (two thousand dollars)

If you exceed your credit limit we will require an immediate payment to ensure your account is brought within the credit limit set.

Arrivals (check-in date) between 1st until 7th of each month have to be paid by the client before 11th of the same month.

Arrivals (check-in date) between 8th until 14th of each month have to be paid by the client before 18th of the same month.

Arrivals (check-in date) between 15th until 21th of each month have to be paid by the client before 25th of the same month.

Arrivals (check-in date) between 22th until the last day of each month have to be paid by the client before 4th of the following month. All the non-refundable bookings must be paid with the issued invoices.

The credit will be deducted at the cancellation deadline and must be topped up by the CLIENT on a regular basis so as to keep the deposit at a sufficient level to cover future booking(s). If there is not sufficient credit in the account, the booking(s) will be cancelled automatically at cancellation deadline.

Granted credit limit includes amounts of Non-Refundable bookings.

It is the responsibility of the CLIENT to ensure that there is enough credit to cover the bookings within the cancellation deadline.

As the credit line is accorded by an insurance company and not a deposit in ALL4GO's account, if for any reason the insurance of ALL4GO will stop the credit line for the CLIENT, ALL4GO will ask the CLIENT or to make a deposit or to work on prepayment.

Any payment sent must include a detailed breakdown of the items being settled. If you are underpaying any booking then we need a full explanation for this short payment.

Any accounts related matters should be referred to account department. Their email addresses are credit.control@all4go.com

Manager ALL4GO
CHIRCO Tatiana
(signature and Stamp)

Manager
MASTRVELSA S.A.
Luis Villalva
(signature and Stamp)

DocuSigned by:

Luis Villalva

Luis VILLALVA

Manager

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