

## Agreement

Dear Customer, Below are the general and specific conditions governing the sales contract for the tourist package you are purchasing.

This document presents and determines the contractual relationship between you or the customer and "Sicily Action Srl" located in Via Roma 114 – San Giovanni La Punta (CT), CAP 95037, info@transfeero.com, with regular Authorization issued by the Sicily Region Tourism, Sport and Entertainment Department License DDS n ° 3451S7 and Insurance policy number 78898681 issued by Allianz SpA

### Whereas

- A. TRANSFEERO – an authorized online travel agency – has developed a technological platform for the aggregation of online booking services mainly accessible through the www.TRANSFEERO.com portal and apps on various technological platforms, including Android and iOS (hereinafter the **Portals**), in addition TRANSFEERO markets certain products related to leisure and travel also in physical venues and through third party resellers (the **Retail Channels**), which may also use their own trade name in connection with the sales under this agreement.
- B. SICILY ACTION SRL, hereinafter referred to as "TRANSFEERO" markets and acts as mediator for contracts for transport services with driver to be concluded between independent transport service providers and customers ("Mediation Services"), mainly through the associated websites, Apps and call centers (collectively designated as platform). Transfeero may advertise several brands and commercial names.
- C. The Supplier, a company that is engaged principally in the business of developing, performing, managing, marketing and selling tourist, cultural and leisure services (hereinafter the Services), wishes to appoint TRANSFEERO for the sale to the Portals' users and to the clients of the Retail Channels (hereinafter the **Users**) of vouchers or tickets granting the right to use the **Services** (hereinafter the "**Products**"),
- D. The Supplier declares that it knows and accepts how the Portals work and the manner in which the Services and the Products are presented and promoted thereon,

the Recitals are an integral, essential and substantive part hereof,

**NOW THEREFORE, the Parties agree as follows.**

### 1. SUBJECT MATTER OF THE AGREEMENT

- 1.1. TRANSFEERO undertakes to offer the Products in relation to the Services proposed by the Supplier for online or offline sale through the Portals, publishing thereon the information about the Services as furnished by the Supplier. The Supplier agrees that TRANSFEERO can – at its own discretion – sell the Products also through the Retail Channels (including, but not limited to, travel agencies, sale points managed by

TRANSFEERO and third party resellers)

- 1.2. The Parties acknowledge that as at the date of signature of the Agreement, the provisions of this Agreement apply to the Supplier's Services specified in the information and material provided by the Supplier. The Parties agree that they may mutually agree to extend the provisions of this Agreement to further Services organised from time to time by the Supplier that are communicated to TRANSFEERO, subject to acceptance by TRANSFEERO.
- 1.3. TRANSFEERO shall enjoy full technical, editorial and creative freedom in relation to every component of the Portals and (if applicable) other Retail Channels, and in relation to the terms and conditions of use thereof by the Users.

## **2. TECHNICAL AND OPERATING CHARACTERISTICS**

- 2.1. The Supplier may access an online dashboard at the back-end of the page of the Portal reserved for its Services (hereinafter the "Account") by inserting a username and password (hereinafter the "Authentication Tools") at the <http://partner.transfeero.com/en/supplier> webpage. Knowledge of the Authentication Tools by third parties would allow them to access the Account and change the data therein contained. Therefore, the Supplier must keep the Authentication Tools totally confidential and use them with the utmost care. TRANSFEERO shall not be held liable under any circumstances for any direct and/or indirect loss whatsoever arising out of the Supplier's failure to exhibit the care specified just now.

## **5. THE SUPPLIER'S OBLIGATIONS AND DUTIES**

- 5.1. The Supplier undertakes to send TRANSFEERO – within 5 (five) business days after the acceptance of the Agreement as regards the Services specified in the information and documents provided by the Supplier and with not delay for any further Service that is subsequently covered by the Agreement The Supplier undertakes to update the documents (licenses and so on) in question whenever it is necessary in order to provide the Users with clear and complete information on the Services.
- 5.2. The Supplier undertakes to notify TRANSFEERO at least 7 (seven) business days in advance any temporary or permanent change to and/or limitation on the times and/or availability of the Services. Should use of the Service prove to be limited or precluded for unforeseeable reasons of force majeure, the Supplier shall immediately inform TRANSFEERO so as to permit the latter to suspend the sale of the Vouchers and, where possible, to inform the purchaser of the impossibility to use the Service.
- 5.3. The Supplier will accept the Products presented by the Users both as paper print-outs or as electronic copies (in PDF or other equivalent formats) on smartphones or other electronic devices pertaining to the Users.

## **6. PRICES, FEES AND PAYMENTS**

- 6.1. TRANSFEERO have the right to set the selling price of the services sold and to apply ancillary transaction fees at its own discretion (including prices lower than the Supplier Consideration in specific promotional periods), TRANSFEERO undertakes to pay the Supplier weekly or monthly.
- 6.2. TRANSFEERO will then send the total of the service net of commissions (for example: Service 100, Transfeero commission 19, amount sent to the supplier 81).

- 6.3. The supplier undertakes to issue a receipt, invoice or any additional collection document required by the legislation in force at the supplier's premises for the total of the service (the total amount paid by the customer) Transfeero will send an invoice for the commission deducted.

## **8. TRANSFEERO'S WARRANTIES AND SERVICE LEVELS**

- 8.1. TRANSFEERO undertakes to perform the services covered by this Agreement with the expertise expected of a professional operator.
- 8.2. Save as otherwise established by mandatory provisions of law for fraud or gross negligence, TRANSFEERO shall not be liable for any direct or indirect loss of any nature and extent that may be suffered by the Supplier or third parties as a result of the use and/or failure to use the Portals, including in the case of delays or interruptions or by virtue of errors in and/or the malfunctioning of the Portals.

## **9. THE SUPPLIER'S WARRANTIES**

- 9.1. The Supplier represents and warrants:
  - (a) That it will bear all VAT (if payable), stamp duties and other taxes or deductions payable, on foot of the tax rules applicable from time to time, in connection with or relating in any way to the Products and the Services as well as to the collection of the price for the sale of Services;
  - (b) That it is currently insured with a primary insurance institution against damages caused to third parties in the exercise of the Services.
- 9.2. The Supplier shall indemnify and hold TRANSFEERO harmless against any claim, nuisance objection or demand by third parties that conflicts in any way with the warranties given above, and to this end at its own expense it shall take all appropriate action against those third parties and directly pay those third parties any sum that may be due to them in relation to the claims and nuisance in question, indemnifying and holding TRANSFEERO harmless in respect of the costs, including unrecoverable ones, stemming from the said claims and nuisance.
- 9.3. Without prejudice to other remedies available to TRANSFEERO based on the law and/or the Agreement, in case of breach of any of the provision of the Agreement by the Supplier, TRANSFEERO shall have the right, at its own discretion, to withdraw any Supplier's Product or Service or content, to restrict the Supplier's use of the Portals, temporarily or permanently exclude (block) the Supplier from the Portals, or cancel existing bookings in the name of the Supplier without taking into account the applicable cancellation policies, and reject Users' offers for the conclusion of a purchase with the Supplier. **PRIVACY AND COMMUNICATION WITH THE USERS**
- 9.4. The Users' personal data (and communicated by TRANSFEERO to the Supplier) shall be processed by TRANSFEERO and by the Supplier, each within its own sphere of competence, as independent data controllers in compliance with the provisions of the applicable law.
- 9.5. TRANSFEERO shall provide the Users with appropriate information relating to the processing of their personal data for the purposes of issuing and managing Vouchers. In the absence of specific and further consent given by the Users, the personal data in question may be processed by the Supplier for the sole purpose of enabling and

managing the performance of the Service and (regarding solely the data strictly necessary to that end) and complying with tax and accounting obligations and/or mandatory provisions of law.

## **10. TERM AND WITHDRAWAL**

10.1. This Agreement is for an indefinite term commencing from the date of signature hereof. TRANSFEERO and the Supplier agree that either of them may withdraw from this Agreement at any time by registered letter (with return receipt) giving notice of 60 (sixty) business days.

## **11. INTELLECTUAL PROPERTY RIGHTS**

11.1. TRANSFEERO and its predecessors in title are the exclusive owners of all of the intellectual property rights (including copyright) in all elements of the Portal, including the software that enables it to operate.

## **12. FINAL PROVISIONS**

12.1. The Parties are autonomous entities and are not in any manner linked to each other by a permanent relationship or coordination obligation. Each of the parties expressly excludes any intention to establish a subordinate, associative, or joint venture relationship between them.

12.2. The Supplier shall not cede and/or transfer this Agreement to third parties in any manner.

12.3. This Agreement constitutes the entire agreement between the Parties with respect to the matters dealt with herein. This Agreement cancels and supersedes all previous accords between the parties in relation to the subject matter of the Agreement.

12.4. The Agreement may be amended only by written deed signed by the parties on penalty of invalidity.

12.5. No waiver of an entitlement to assert a right or non-fulfilment shall be considered valid unless it is expressly stated in writing and signed by the Party issuing the waiver.

12.6. All the communications and materials indicated at articles 1, 2 and 5 herein above shall be transmitted by the Supplier to TRANSFEERO via email at the following address: partners@transfeero.com. Save as otherwise provided in this Agreement, any other written communication to TRANSFEERO relating to the Agreement is valid and effective if made by fax or registered mail with return receipt to the following addresses: as for Sicily Action SRL.: email partners@transfeero.com as for the Supplier: email as indicated in the relevant "Supplier" section at the <http://business.TRANSFEERO.com> web application For communications: by registered mail with return receipt, the date of receipt shall be the date indicated on the advice of delivery. Communications by registered letter may be sent in advance by fax, in which case the date indicated on the fax shall prevail over the date indicated on the advice of delivery of the registered letter.

12.7. This Agreement has been the subject of comprehensive and analytical negotiations between the Parties, which have examined every individual clause and fully assessed its effects. This Agreement shall therefore be deemed to have been drawn up jointly by the Parties and no presumption may arise in the sense of favouring or prejudicing the Party that drafted any particular provision hereof.

### **13. CANCELLATION POLICY**

- 13.1. The customer has the possibility to cancel his reservation free of charge up to 24 hours before the service. In this case the supplier will be notified immediately via email. (If the supplier does not receive the cancellation email for any technical problem, Transfeero cannot be held responsible and the service will still be considered canceled) therefore, the supplier will also check the status of the services directly from the Partners portal.
- 13.2. In case of a No Show Event the supplier shall immediately notify the Transfeero Team and take steps to record the fact of a No Show Event through documents, audio or video files or other means of confirming the fact of this occurrence. Taking into consideration the settlement of possible claims from the Users.

### **14. APPLICABLE LAW AND VENUE**

- 14.1. This Agreement is governed by Italian law. Any dispute in any manner related to the interpretation, validity, performance or termination of the Agreement shall be subject to the exclusive competence of the Court of Catania, notwithstanding any possible connection and/or consolidation of actions.

Without prejudice to clause 12.7 above, pursuant to Art. 1341 of Italian Civil Code the Supplier in any case expressly accepts and undersigns clauses 8 (limitations of TRANSFEERO's liability); 9.3 (right to withdraw Products or Service or suspend access to the Portal); 10 (term and withdrawal); 12.2 (prohibition of transferring the agreement); 14 (applicable law and exclusive jurisdiction of the Court of Catania) of this Agreement.

## **Guidelines**

### **1. Driver**

#### **1.1. Driver clothing**

Annex 1: Standards relating to the quality of TRANSFEERO

The driver is required to maintain a certain level of cleanliness, in particular to adopt hygienic habits that minimize physiological odors. In addition, the driver must maintain a certain level of personal care by wearing clean, ironed, in good condition and his clothes cut it. The following is the clothing requested from the driver for each booking class:

- Standard Class, Van Standard and Van Standard XL: casual (shirts or polo shirts covering shoulders and biceps, formal trousers and shoes; jeans and shorts are not welcome);
- First Class, First Van: dark-colored suit, white shirt with tie and formal shoes.

The driver must speak the local language fluently and have one professional knowledge of English, sufficient to communicate with international passengers. The driver must be able to welcome the passenger politely, confirm the pick-up and drop-off

addresses, ask the passenger in English if the temperature and / or volume of the radio are adequate. In addition, if the passenger shows he likes, have short courtesy conversations with him.

## Service level guidelines

### 2.1. Before the service

- The service provider should inquire at regular intervals about the expected arrival time (eg flight, train) announced online and ensure the internet connection necessary for this to ensure that the passenger is received on time at the actual arrival time. Flight and train numbers can be checked online to ensure accuracy of expected arrival time. If a flight or train number is provided, the driver must always check the actual landing / arrival time and ensure that he is at the pick-up location within the actual landing / arrival time. If the flight or train is delayed or early, the pick-up time must be adapted accordingly.
- The service provider is required to read and know the details of the booking request before going to the pick-up location (for example, booking class, pick-up date and time, pick-up and destination address, flight number or train, comment field). In particular, if the passenger specified in the "additional comments" field wants to be picked up after the actual arrival time of the flight or train, the driver must take into account the wishes expressed and pick him up at the desired time.
- The driver and vehicle used to collect the passenger must match those chosen by the service provider through bringing Partners.
- Before meeting the passenger, the vehicle must be checked for perfect condition and cleanliness (internal and external) and, if necessary, must be cleaned.
- The driver must be at the pick-up address set at least 10 minutes before the scheduled or expected arrival of the passenger. Failure to punctually pick up the passenger can be considered a failure to present the driver.
- In general, the meeting point for passengers at all airports is located in the designated arrivals area which is located directly at the exit from the gate behind the security zone. The driver must use a welcome sign displayed on a tablet (e.g. iPad) or those provided by TRANSFEERO. The local characteristics of individual meeting points can be clarified directly with TRANSFEERO in advance. At railway stations, passengers must be met at the information center, unless a different meeting point has been agreed with the passenger. When picking up passengers from a hotel, the driver must ask the concierge or reception to inform the passenger that he has arrived. The driver must meet the passenger in the hotel lobby.

### 2.2. Greeting and execution of the service

- The driver must greet the passenger with the correct name and title (eg Sir, Madam, Miss, Doctor, etc.), in a friendly, polite and consistent manner with the service, to confirm that he is picking up the passenger correct.
- The driver must also ask the passenger for the destination address, to make sure he picks up

the correct person.

- The driver must manage the passenger's baggage, which ideally should be loaded within the passenger's field of vision.
- The rear door, right side, must be kept open for the passenger to enter. The driver must not remain seated inside the vehicle while the passenger enters and must not enter the vehicle until the last passenger has taken a seat inside.
- The driver must close the doors gently.
- The driver must ask the passenger if the temperature is adequate and comfortable.
- The driver must ask the passenger if he has a favorite music genre or radio station.
- The well-being and safety of the passenger must have the highest priority. Consequently, the driver must provide transportation services according to the highest standards of professional drivers.
- The driver must never answer calls while driving.

### 2.3. After the service

Upon arrival at the destination, the vehicle must be stopped so that the passenger does not have to cross a road. In addition, the vehicle must be parked in such a way that the passenger does not have to look left and right for his safety before leaving the vehicle, nor should he be responsible if the driver has parked the vehicle too close to an object and the door was damaged due to a collision.

- The driver must keep the door open when the passenger leaves the vehicle and must therefore deliver or deliver the luggage to him.
- After the service contract has been fulfilled, the driver must remain in his seat until the passenger has left the field of vision. The driver must immediately check if the passenger has not left objects in the vehicle (cell phones, wallets, umbrellas, etc.) and must return them immediately if the passenger is still in the area or call the passenger and, if requested by him, leave objects at the concierge or reception of your hotel.
- The driver must not solicit TRANSFEERO passengers by giving them business cards.
- The driver does not accept cash payments, except for voluntary tips.
- Passengers must be treated with professionalism and discretion at all times. The driver must refrain from involving the passenger in unwelcome speeches or express, in the presence of the passenger, opinions on politics, religion or others sensitive topics.

### 2.4. Safety

- Infants and young children must be transported in accordance with local laws and regulations in the jurisdiction in which the transport service takes place. If the passenger did not request a child seat or support during the booking process and this constitutes a legal infringement in your jurisdiction that prevents you from providing transportation, please contact the TRANSFEERO help center.
- Avoid carrying excess baggage in the passenger compartment. If the passenger carries more baggage than allowed for booking class selected, please contact the TRANSFEERO team.
- Use your mobile phone only when you are parked or when you are on speakerphone (ideally never in the presence of a customer).

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