

PARTNER AGREEMENT

GO WEST TOURS INC., d/b/a TODAY VOYAGES

This Partner Agreement (the “**Agreement**”) is made and entered into by and between Go West Tours Inc. DBA TODAY VOYAGES, a California corporation (“**TODAY VOYAGES**”), having its principal place of business at 790 Eddy St., San Francisco, CA 94109, and Online Subscriber, whose name and principal offices have been submitted through the online form available at <https://www.todayvoyages.com/ta-partner-form> (“**Partner**”). TODAY VOYAGES and Partner may each be referred to herein as a “**Party**” or collectively as the “**Parties**”.

TODAY VOYAGES currently provides an online booking portal (the “**Platform**”) that connects Guests and their booking Agents to Group Tours, Private Tours and Vacation Rentals. Partner is in the business of obtaining favorable access to sources of various travel-related products and services for its affiliated Agents and the Guests they represent. This Agreement is also applicable to Partner’s Affiliates.

DEFINITIONS

1. “**Agent**” means the one who arranges Bookings for a Guest and is acknowledged as a formal representative with authorization to share Guest Information and make payments on the Guest’s behalf via the Platform.
2. “**Agent Information**” means an Agent’s first and last name, agency name and affiliations, phone number, email, user or member ID, trade credentials, and other personal data.
3. “**Booking**” means an arrangement made on the Platform between a Guest and the Supplier of a Tour or an Accommodation to have that service reserved for that Guest’s use at a specific future time. It may be made by an Agent on behalf of a Guest.
4. “**Commission**” means an earned payment made or to be made to the Partner after a Booking becomes a Fulfilled Order.
5. “**Custom Work**” means work completed by TODAY VOYAGES in connection to integration, marketing, promotional efforts, or any other requests made by Partner that were not initially agreed upon.
6. “**Fulfilled Order**” means a Booking that meets the following criteria:
 - a. The Booking has not been cancelled by any party;
 - b. The Partner used the Platform to make the Booking;
 - c. The agreed upon check-out date has passed; and
 - d. TODAY VOYAGES has received payment in full for the Booking value.
7. “**Guest**” means the end user of the Tours and or Vacation Rental booked through the Platform.
8. “**Guest Information**” means a Guest’s first and last name, address, phone number, email, valid government-issued ID, date of birth, and other personal data.
9. “**Partner Affiliate**” means any Agent, advisor, administrator, member, client, or other representative with authorized access to Partner’s products and services, including the TODAY VOYAGES Platform,

as a result of affiliation with Partner.

10. **“Special Promotion”** means a limited time opportunity that TODAY VOYAGES offers to Partner or Partner Affiliates from time to time.
11. **“Supplier”** means the receptive tour operator, property manager, real estate company, property owner, or other party who has responsibility for operating a Tour or managing an Accommodation available on the TODAY VOYAGES Platform.
12. **“Taxes”** means sales, use, excise, VAT, GST, IVA or any other form of state, local or federal governmental fees, lodging, rental, occupancy, or transient taxes imposed on the sale, booking or rental of an Accommodation or other transactions and on any amounts received pursuant to this Agreement.
13. **“Group Vacations”** and **“Private Vacations”** mean any tour made available and bookable under the URL: <https://preferredURLsubdomain.world-travel.agency/>
14. **“Vacation Rentals”** means any accommodation, bookable for a temporary stay, listed under the URL: <https://todayvoyages.privatehavens.com/accounts/login/>

TERMS AND CONDITIONS

1. OBLIGATIONS

- a. TODAY VOYAGES Obligations: TODAY VOYAGES is solely responsible for the Platform maintenance and stability as well as for managing communications with Suppliers and Partner related to the Group Tours, Private Tours and Vacation Rentals. The details of how the Platform will be integrated and configured for Partner is detailed in Schedule 1. TODAY VOYAGES further agrees to provide Partner with the monetary compensation detailed in Schedule 2.
- b. Partner Obligations: Partner agrees to promote TODAY VOYAGES products and services among its Partner Affiliates and Clients through reasonable means, such as in-person meeting and/or listing on its intranet(s) or website(s). Partner also agrees to provide TODAY VOYAGES all necessary and required Guest and Agent Information so that TODAY VOYAGES can successfully help with customer service, booking fulfillment, and booking support. Partner further agrees to provide TODAY VOYAGES with all necessary and required accounting information as detailed in Schedule 2.
- c. Neither Party makes any representations that the operation of their respective platforms or websites (if applicable) will be uninterrupted or error free and neither party will be liable for any such interruption or errors.

2. TERM OF AGREEMENT

- a. Both Parties agree that the initial term of the Agreement will be for 12 months from the Effective Date (**“Initial Term”**) unless earlier terminated in accordance with the terms of this

Agreement. If neither Party provides 60 days' advanced written notification of its desire to withdraw from this Agreement, the Agreement shall automatically renew for an additional 12 months upon the expiration of the Initial Term ("**Renewal Term**").

- b. The launch date of the custom Platform is expected to be within two weeks from the Partner's submission of the Travel Advisor Partner Form available at: <https://www.todayvoyages.com/ta-partner-form>.

3. TERMINATION

- a. The Agreement shall continue in force, unless terminated at any time by mutual consent of TODAY VOYAGES and the Partner, or unless terminated by either Party giving at any time without cause, at least sixty (60) days' prior written notice of termination to the other Party.
- b. Either Party shall also have the right to terminate this Agreement upon written notice if either Party materially breaches any term or condition herein or fails in any material way to perform any obligation hereunder. If any breach or failure is properly noticed and not cured or rectified within thirty (30) days, this Agreement shall automatically terminate.
- c. The respective obligations of TODAY VOYAGES and of the Partner with respect to indemnity, confidentiality, arbitration, and venue shall survive the termination or expirations of this Agreement for any reason.

4. MARKETING AND BRANDING

- a. TODAY VOYAGES grants Partner the non-exclusive, non-transferable right to use TODAY VOYAGES' trademarks, logos, and name in connection with the marketing of the Platform. Partner agrees not to republish, distribute, assign, modify, transmit, display, reproduce, license, create derivative works from, transfer or sell any content or other materials obtained or obtainable on or through the Platform without expressed written consent of TODAY VOYAGES.
- b. Partner may request Custom Work. If TODAY VOYAGES agrees to complete the requested Custom Work, the scope will be documented in a work order and agreed to in writing by Partner. Any fees for Custom Work must be paid in advance by Partner.
- c. From time to time, TODAY VOYAGES may notify Partner that TODAY VOYAGES desires for Partner to market or offer a special sales promotion of a limited duration ("Special Promotion"). Partner will work with TODAY VOYAGES to determine what reasonable efforts are to be made to promote the Special Promotion to Partner Affiliates and Clients.

5. MISCELLANEOUS

- a. **Independent Status.** The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar

relationship between the Parties. Neither Party will represent itself to be an employee or agent of the other or enter into any agreement or legally binding commitment or statement on the other's behalf of or in the other's name.

- b. **Force Majeure Event.** If either Party is unable to perform any of its obligations under this Agreement due to an event beyond the reasonable and actual control of that Party, including, natural disasters, acts of God, global or regional pandemics, actions or decrees of governmental bodies, acts of war, terrorism, failure or discontinuance of the Internet (each, a “**Force Majeure Event**”), that Party will use commercially reasonable efforts to resume performance of its obligations but will have no liability to the other Party for failure to perform its obligations under this Agreement for so long as it is unable to do so as a result of such event.
- c. **Restrictions.** TODAY VOYAGES reserves the right to restrict Partner's access to rates and availability of one or more Tours and/or Vacation Rentals if - at TODAY VOYAGES's sole discretion - Partner is causing TODAY VOYAGES to be in violation of its contract with Supplier and/or if Partner is jeopardizing TODAY VOYAGES's relationship with the Supplier.
- d. **Notices.** All notices, requests and consents under this Agreement shall be in writing and shall be deemed to have been duly given if (a) emailed to either info@todayvoyages.com with a copy to the TODAY VOYAGES signatory below, (b) personally delivered, (c) sent by FedEx mail, postage prepaid and with return receipt requested, or (d) sent by a reliable courier service in accordance with the details below:

To TODAY VOYAGES:
Address: 790 Eddy St.
San Francisco, CA
94109, U.S.A.

To PARTNER:
Address: see TA Partner Form submission

- The parties may, at any time, modify their contact details via a written notice, as provided above.
- e. **Disclaimer.** NEITHER PARTY MAKES, AND EACH PARTY HEREBY WAIVES AND DISCLAIMS, ANY REPRESENTATION, WARRANTY, OR CONDITION, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OR IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH PARTY SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING (A) THE AMOUNT OF SALES REVENUES THAT MAY OCCUR DURING THE TERM AND (B) ANY ECONOMIC OR OTHER BENEFIT THAT IT MIGHT OBTAIN THROUGH ITS PARTICIPATION IN THIS AGREEMENT (OTHER THAN THE SPECIFIC FEES TO BE PAID PURSUANT TO THIS AGREEMENT).
 - f. **Mutual Indemnification.** Both TODAY VOYAGES and Partner will defend, indemnify and hold harmless the other Party and their respective employees, officers, directors and

representatives from and against any and all claims, costs, losses, damages, judgments and expenses (including reasonable attorneys' fees) arising out of any third party claim, (a) to the extent it is based on an allegation that the respective Party's platform, trademarks, logos, etc. or the use of any of the foregoing, infringes or misappropriates any intellectual property right of a third party; or (b) arising out of or related to the use of the indemnifying Party's platform and/or services stated within this Agreement.

- g. **Liabilities.** Both TODAY VOYAGES and Partner are no way liable for damages, unexpected charges, the enforceability of Supplier policies and rules, personal injury, loss of goods, equipment failure and other such liabilities that may arise. By placing a Booking, these liabilities are understood and taken on by the Guest.
- h. **Jurisdiction.** This Agreement will be construed under the laws of the United States, and the State of California with respect to the validity, interpretation, or performance, or of any rights or obligations of the Parties, or of any litigation arising out of the breach or enforcement of this Agreement. In the event a dispute arises hereunder the Parties shall in the first instance negotiate in good faith to resolve the dispute. In the event that the dispute cannot be so resolved it shall be submitted to binding arbitration before the American Arbitration Association pursuant to its rules governing commercial disputes. The forum for the arbitration shall be California. The arbitration shall be conducted before a single arbitrator who shall have the authority to award attorneys' fees and costs as part of the arbitrator's decision. The Parties agree that enforcement of the arbitration award may be had in the United States District Court or the State Superior Court in the city in which the arbitration takes place. The parties hereto hereby irrevocably waive trial by jury in any judicial proceeding including a counterclaim to which they are parties involving, directly or indirectly, any matter (whether sounding in tort, contract or otherwise) in any way arising out of, related to, or connected with the subject matter of this agreement.
- i. **Complete Agreement.** This Agreement, when combined with the Platform Terms and Conditions and Privacy Policy, constitutes the entire agreement between the Parties and supersedes all prior agreements, oral or written, and any other communication relating to the subject matter of this Agreement. TODAY VOYAGES reserves the right, at its sole discretion, to modify the Platform at any time and without prior notice. If any provision or portion of any provision of this Agreement shall be determined to be void, invalid or unenforceable for any reason, the validity and enforceability of the remaining provisions or portions of provisions will not be affected.
- j. **Amendments.** No modification, amendment, or waiver of this Agreement or any of its provisions will be valid, effective and binding upon the Parties unless made in writing and duly signed by all duly authorized representatives of the Parties.
- k. **Confidentiality.** Both Parties agree to a mutual Non-Disclosure and Confidentiality Agreement as detailed in Schedule 3.
- l. **Counterparts.** This Agreement may be executed in counterparts each of which will be deemed an original and all of which together will constitute one instrument.



Partner Agreement Version: 08 January 2024

Effective Date: see Travel Advisor Partner Form submission date.

PARTNER

GO WEST TOURS INC., d/b/a TODAY VOYAGES

By: *Signature on form submission*

By: _____

Name: **Roberto Pacaccio**

Title: Director of Business Development

Address: 790 Eddy St., San Francisco, CA 94109

Telephone: (415) 837-0154

Email: roberto@todayvoyages.com



SCHEDULE 1: TECHNICAL REQUIREMENTS

Custom Partner Dashboard & Booking Portal

TODAY VOYAGES agrees to provide Partner with access to:

- password-protected dashboard(s), tracking information related to activity conducted on the Portal, including available Booking information and Commission detail.
- a custom web page (white label), to specifically present information about and book TODAY VOYAGES Tours.

Booking Confirmation Emails

Partner and/or Partner Guest will all receive the Booking confirmation emails. Partner is responsible for communications related to Bookings, including forwarding information provided by TODAY VOYAGES and/or Supplier to Guests in a timely manner.

SCHEDULE 2: COMMERCIAL AGREEMENT

Inquiries & Bookings

Partner, Partner Guests, and Partner Affiliates shall make use of the TODAY VOYAGES booking engine to search and book any product offered on the platform.

Payment Method

Partner, Partner Guests, and Partner Affiliates agree to make Booking payments via credit card, electronic funds transfer, or other means acceptable to TODAY VOYAGES at the time of Booking.

Partner Commission & Discounts

Partner shall earn Commission on the booked value of the Tours and Accommodations not including taxes, insurance, cleaning fees, and other fees charged by Suppliers or by TODAY VOYAGES, according to the following table:

| Revenues | Commission % |
|-----------------|--------------|
| Up to \$200,000 | 15% |
| Up to \$350,000 | 18% |
| Above \$350,000 | 20% |

Occasional promotions may be run by Today Voyages and communicated to Partner.

Commission Payment Timing

Partner Commissions will be paid on a monthly basis, by the 15th of the month after check-out.

Commission Payment Method

Partner agrees to accept Commission via electronic funds transfer or other acceptable means. Partner further agrees to provide TODAY VOYAGES with current ACH banking instructions (<https://forms.wix.com/r/7138573899129684418>) or other payment instructions, accounting contact information, and a completed and signed Form W-9 or Form W-8BEN-E within 30 days of the first Booking being submitted.

Commission Reversals

TODAY VOYAGES reserves the right to reverse or remove Partner Commissions under any of the following circumstances: (i) Partner Guest or Partner Affiliates disputes transaction or charges, (ii) Partner Guest or Partner Affiliates requests a refund, (iii) Commissions paid on fraudulent reservations, (iv) unexpected Supplier charges, including but not limited to property damage or stolen items, resulting in TODAY VOYAGES liability, or (iv) duplicate transactions. Any Booking that falls into these categories will also not be counted towards the total booked value for overrides (if applicable).

SCHEDULE 3: NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

TODAY VOYAGES and Partner may, in the course of discussions with regard to a potential business relationship and/or during the Initial Term and Renewal Term of the Agreement, disclose certain confidential information to the other Party. The Parties recognize that such Confidential Information is of great value to its owner and that its disclosure or use by the other Party would impair the Owner's liability to compete effectively or would otherwise cause harm to their Owner.

Definition

"Confidential Information" shall mean all information and know-how (whether or not patentable and whether or not copyrightable) owned, possessed or used by one Party hereto ("**Owner**") that Owner discloses or has disclosed to the other Party ("**Recipient**") or to which the Recipient gains or has gained access by virtue of the Parties' relationship, in each case prior to or after the execution of this Agreement, including, without limitation, any invention, product, formula, method, technique, composition, compound, project, development, plan, vendor information, customer information, apparatus, equipment, trade secret, process, research, reports, laboratory data, financial data, technical data, computer program, software, software documentation, hardware design, technology, marketing or business plan, forecast, unpublished financial statement, budget, license, price, cost and personnel data, provided, that Confidential Information shall not include information which (1) is or becomes available to the public other than as a result of disclosure by the Recipient or its employees in violation of this Agreement; (2) was known to the Recipient prior to Recipient's viewing the same pursuant to this Agreement and not otherwise restricted by contract or law; or (3) becomes available to the Recipient on a non-confidential basis from a third person or source not restricted by contract or law regarding such information.

Use

Both Parties agree that during the period of their discussions and/or business relationship and thereafter, the Recipient of Confidential Information will not at any time disclose to any third party or use for its own benefit or the benefit of any third party, Confidential Information of the other Party without the prior express written consent of a corporate officer of said Party.

Disclosure

Each Party shall limit disclosure of Confidential Information to those of its employees, officers, directors, consultants or agents ("**Employees**") who have a need to know such information for the purposes contemplated by this Agreement if such Employees have a legal duty to Recipient to maintain the confidentiality of the Confidential Information. In addition, Recipient may disclose Owner's Confidential Information as required by the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the Recipient shall provide prompt notice thereof to the Owner and, at Owner's reasonable request and expense, assist Owner in obtaining a protective order or otherwise prevent public disclosure of such information.

Notice of Breach

Each Party shall promptly notify the other Party of any breach of this Agreement committed by the first Party or any of its Employees.

Return of Materials

Upon written request by the Owner, the Recipient shall return to the Owner all written material in any form whatsoever which contains the Owner's Confidential Information, including all internal notes, memoranda, and all copies, extracts or other reproductions thereof.

No Licenses

Nothing in this Agreement shall be construed as granting or conferring upon the Recipient any rights by license or otherwise, expressly, impliedly or otherwise for any product, service, invention, discovery or improvement arising out of the Confidential Information supplied by the Owner pursuant to this Agreement.

No Warranties; No Further Obligations

Nothing in this Agreement shall be construed as a warranty of the accuracy or completeness of any Confidential Information disclosed hereunder. Nothing in this Agreement will be construed as a commitment or agreement by either Party to enter into any further relationship with or undertake any further obligations to the other Party.

Injunctive Relief

The Parties expressly acknowledge that damages alone will be an inadequate remedy for any breach or violation of the provisions of this Agreement in view of the difficulties of placing a monetary value on the Confidential Information, and each Party shall be entitled to a preliminary and final injunction to prevent any breach or further breach of this Agreement or further unauthorized use of Confidential Information. This remedy is separate and apart from any other remedy such Party may have at law or in equity.

Term

The Recipient's obligations with respect to the Owner's Confidential Information received during the term of this Agreement shall survive the expiration or termination of this Agreement.