

TOUR OPERATOR PREFERRED SUPPLIER AGREEMENT

This Virtuoso Preferred Supplier Agreement ("Agreement") is entered into by and between [REDACTED] Ltd., hereinafter referred to as [REDACTED] **Tours**, hereinafter referred to as Preferred Supplier, effective the 1st day of January, 2019.

WHEREAS, Virtuoso is a privately held corporation that facilitates a worldwide membership network (the "Virtuoso Network") of independent travel agencies, including all Virtuoso member agencies in the USA, Canada, Mexico, Latin America, Caribbean, Bermuda, Europe, Middle East, Africa, Asia, and Pacific ("Member Agencies") and travel suppliers and provides professional marketing and travel promotional services related to the travel industry; and

WHEREAS, Preferred Supplier provides travel-related services; and

WHEREAS, Preferred Supplier desires to utilize the marketing and other services offered by Virtuoso to Preferred Supplier; and

WHEREAS, Virtuoso desires to market the travel-related services offered by Preferred Supplier and to promote such services to the Virtuoso Network.

NOW, THEREFORE, in consideration of the promises and the covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I.

MARKETING SERVICES

1.1 Marketing Services Provided By Virtuoso. Virtuoso, through its own efforts and those of its Member Agencies, agrees to promote the products and services of Preferred Supplier. Preferred Supplier expressly understands and agrees that Virtuoso's services hereunder are strictly limited to the listing of Preferred Supplier in various marketing materials, marketing programs and distributions of other travel-related information for marketing purposes. It is anticipated that such marketing shall be distributed to the Member Agencies and the Member Agencies' clients.

1.2 Marketing Plan. Preferred Supplier has the obligation to participate in advertising through Virtuoso in Virtuoso's publications, direct mail programs, and/or other Virtuoso consumer and Member Agency marketing materials and activities (excluding Virtuoso events) for each year during the Term (as defined in Section 4.1). Such annual obligations of Preferred Supplier shall be outlined in the marketing plan, business plan, or similar document to be agreed upon in writing by both parties (the "Marketing Plan"). The Marketing Plan for each applicable calendar year will be attached to the Tour Operator Annual Requirements Attachment ("Annual Requirements Attachment"), which is attached hereto and incorporated herein by reference. If Preferred Supplier fails to meet any deadlines in the Marketing Plan for Virtuoso-produced initiatives as provided by Virtuoso, Preferred Supplier remains responsible for all fees outlined in the Marketing Plan and Preferred Supplier may be removed from the applicable marketing initiative(s).

II.

PREFERRED SUPPLIER OBLIGATIONS

2.1 Best Rate and Commission Guarantee. Unless expressly provided to the contrary herein, Preferred Supplier agrees to offer any and all of its services pursuant to this Agreement to Virtuoso and all Member Agencies on the same or better pricing terms as Preferred Supplier may make available directly to the consumer, to competitors of Virtuoso, or through any other commissionable or non-commissionable distribution method. Additionally, during the Term, Preferred Supplier agrees to pay all Member Agencies commissions (as described in this Agreement and the Annual Requirements Attachment) at the same or better levels as it may make available to any other non-Virtuoso travel agency or travel agency membership organization/consortia or through any other commissionable distribution method. Preferred Supplier recognizes that it will be evaluated on an annual basis by Virtuoso prior to renewal of this Agreement and Virtuoso will consider Preferred Supplier's compliance with this requirement in making its annual evaluation concerning any such renewal. Failure to meet this rate and commission parity requirement is grounds for termination of this Agreement pursuant to Section 4.5.

2.2 Preferred Supplier Information. Preferred Supplier agrees to maintain and update Preferred Supplier's information in Virtuoso.com or any successor portal designated by Virtuoso, including without limitation, general company information, services provided, product information, package and promotional offers, and staff contact information, to ensure that assistance and information is correctly designated for the Member Agencies. Preferred Supplier also agrees to complete the Preferred Supplier Contact Information portion of the Annual Requirements Attachment for each calendar year during the Term.

2.3 Other Relationships. Preferred Supplier agrees to fully and accurately complete the Other Relationships portion of the Annual Requirements Attachment for each calendar year during the Term. This requires that Preferred Supplier disclose certain preferred supplier relationships or other memberships it may have. Preferred Supplier must promptly notify Virtuoso in writing if this information changes during the Term.

2.4 Engagement and Participation. Preferred Supplier agrees to allocate appropriate funds, staff and resources for participation in sales and marketing activities with the Virtuoso Network. Being a Virtuoso Preferred Supplier requires active engagement in the Virtuoso Network which is essential to Preferred Supplier's success. Further participation and engagement requirements are specified in the Annual Requirements Attachment.

2.5 Staff Awareness. Preferred Supplier shall ensure that all of its reservation and operations departments and personnel are fully aware of the Virtuoso Preferred Supplier Program and will be updated with the details of Virtuoso marketing initiatives, promotions, applicable amenities and inclusions throughout the Term.

2.6 GDS and On-Line Booking Systems. If Preferred Supplier is automated in any of the major GDS systems, or utilizes its own on-line booking system, Preferred Supplier agrees to ensure accurate and timely loading of its rates and/or promotions that are viewable or otherwise accessible by the Virtuoso Network.

2.7 Virtuoso Promotions. In order to participate in Virtuoso-initiated promotions, Preferred Supplier must submit packages that are exclusive for sale to Virtuoso Member Agency customers. Preferred Supplier agrees to update or delete the rates and/or content of these packages in a timely manner to ensure accurate information is presented to the Virtuoso Network.