

Supplier Terms and Conditions

These Supplier Terms and Conditions ("Agreement") are concluded between **The Activist PC** ("The Activist", hereinafter referred to as "The Company"), having its registered office at 14 Viltanioti Street, Kifissia, **Athens**, and the Supplier. This Agreement incorporates the definitions in Annex A ("Definitions"). Any capitalized term used in this Agreement shall have the meaning ascribed to it in Appendix A or elsewhere in this Agreement. This Agreement governs the relationship between **The Activist PC** and Supplier.

1. The platform.

The Activist PC operates theactivist.gr platform. In relation to access to and use of the Platform by the Supplier, the Supplier designates the Company as a commercial agent for the purposes set forth herein. Using the Platform, (i) Customers can purchase Services from Supplier through the Platform acting as a commercial agent of the Supplier and (ii) Travel Agencies or other entities may purchase Services from Suppliers for their customers. Supplier is responsible for obtaining and maintaining, at its own expense, all equipment and connectivity necessary to access The Platform.

2. Supplier management Dashboard.

Supplier may manage Supplier Content, including Product Offerings, on the Platform using the Supplier Management Dashboard.

2.1. Creating an Account.

The Supplier shall provide the Company with all the information required by the Platform for the creation of the Supplier Account. This includes (i) proof of insurance in accordance with Section 11 below, (ii) current business license or registration, (iii) details of the Merchant's Payment Account, and (iv) other information reasonably requested by the Company. Supplier shall keep this information up to date.

2.2. Login Credentials.

Supplier is responsible for maintaining the confidentiality and security of its Login Credentials and cannot disclose the Login Codes to third parties. The Supplier is responsible for all activities carried out in relation to its Supplier Account. The Supplier must immediately notify the Company if the Supplier knows or has reason to suspect that (i) the credentials has been lost, stolen, misappropriated or otherwise tampered with or (ii) there has been actual or suspected unauthorized use of Supplier's Account.

3. Sale of services on the Platform.

3.1. Product Offers.

For each Service that the Supplier wishes to sell through the Platform, the Supplier will upload a Product Offer using the Supplier Management Website. The Product Offer must include all necessary information about the Services, including (i) eligibility information (e.g., minimum age, required skills or licenses (such as driver's license), fitness level, or inherent risks (including risks for people with pre-existing medical conditions), (ii) logistical information (e.g. meeting point, meeting time, duration and required or recommended clothing and equipment), and (iii) other information requested by the Company. The

Supplier ensures that all critical information is included in the Product Offer; If any logistical information is omitted from the Product Offer or ticket; the Supplier will provide this information to the Customer as soon as possible. The Company reserves the right to introduce Content Modifications in accordance with The Company's Content Guidelines.

3.2. Availability.

The Supplier must keep the Product Offer, including Availability, up to date and accurate at all times. The Supplier must immediately delete any cancelled or invalid Product Offers. The Supplier is responsible for any claim by the Customer based on alleged or actual inaccuracies of the Product Offer, including Availability or other Supplier Content.

3.3. Prices.

The Supplier sets the Retail Price at which the Services will be sold to Customers. The Retail Price for the Services stated in the Product Offer will include the Applicable Taxes. The retail price must include all expenses. The Company will not collect these amounts separately. The Product Offer must disclose the existence and amount of any fees, taxes, fees, commissions or other amounts that will be collected on the day the Services are provided. The Supplier may not collect (or attempt to collect) from a customer any fees, taxes, fees, commissions or other amounts not disclosed in the Product Offer.

3.4. Conclusion of Agreement.

When a Customer purchases Services through the Platform, the Customer purchases Services directly from the Supplier in accordance with the Supplier-Customer Agreement, which is concluded on the Supplier's side by the Company acting as the Supplier's commercial agent in the name and on behalf of the Supplier. The Supplier appoints and authorizes the Company (and its Distribution Partners) as a commercial agent to enter into the Supplier-Customer Agreement with customers in the name and on behalf of the Supplier, to manage and cancel Bookings and to make full or partial refunds to Customers as set forth in this Agreement. The Company may decide to reject the conclusion of the Supplier-Customer Agreement at its sole discretion (e.g. in case of possible fraud or compliance concerns).

3.5. Collection of payments.

The Supplier instructs the Company as a commercial agent to collect payments from Customers in the name and on behalf of the Supplier and the Supplier agrees that the Company may from time to time, acting at its sole discretion, appoint such Commercial Agents as it deems appropriate to receive such payments directly from the Customers and to make further payments of the amounts that successfully received at the Supplier. The Supplier agrees that the payment made by a Customer to the Company or its Commercial Agent, as the case may be, through the Platform shall be considered the same as a payment made directly to the Supplier and the Supplier shall provide Services to the Customers in the agreed manner as if it had received the Customers' funds directly. The Supplier acknowledges and agrees that it will not have any action against a Client from the moment the money is offered to the Company or its Commercial Agent, as the case may be. The Company uses a Payment Service Provider to process payments from customers. In some cases, a Distribution Partner and a Partner may be appointed as a Commercial Agent. The Company will be charged the bank fees and those the credit card and for the receipt of

payment by the Customers, provided that the Company may charge the Customers a foreign exchange fee, if applicable. Payment will be collected in the currency indicated by the Supplier in the Product Offer.

3.6. Changes.

Customers occasionally make mistakes when making Bookings. Subject to availability, the Company may change the date, time, language or number of persons for a Booking up to six (6) hours after a Customer has booked a Service. Such changes will be made free of charge for the Customer or the Company.

3.7. Chargebacks and Disputes.

If a chargeback or other failure to pay occurs before the Supplier provides a Service, The Company will inform the Supplier and cancel the Booking. If a chargeback occurs after the Supplier has provided a service, the Company will ask the Supplier to provide a response within three working days. The Company may forward the Supplier's response to the credit card issuer. The Supplier acknowledges and agrees that the Company accepts payments from the Customers as the Supplier's commercial agent and that The Company's obligation to pay the Supplier is subject to and conditioned on the successful receipt of the relevant payments by the Customers. In the event of a chargeback or other failed payment; (i) The Company and its Commercial Agent will not make any payment to the Supplier for the affected Booking, (ii) The Company will not receive any Commission for the affected Booking and (iii) The Company may offset any amount already paid to the Supplier for the affected Booking with any future payment under this Agreement. The Company and its Commercial Agent are not a party to the Supplier-Customer Agreement, do not act as guarantors for the payment by the Customers and are not liable to the Supplier in case of chargeback or other non-payment by the Customer.

3.8. Cancellations. They do not appear.

The Supplier will not accept direct cancellations of Bookings by Customers. All cancellations must be made by a Customer through the Platform or Customer Service.

(a) During the Free Cancellation Period.

If a Customer cancels a Reservation during the Free Cancellation Period, the Company will give the Customer a Full Refund. If the Company gives a Customer a Full Refund in accordance with this section or for any other reason, (A) the Supplier will not receive any payment for the Booking and (B) The Company will not receive a Commission for the Booking.

(b) After the Free Cancellation Period.

If a Customer cancels a Reservation after the Free Cancellation Period has expired and there are no extenuating circumstances, the Reservation will be treated as a Completed Reservation for payment purposes. If there are extenuating circumstances, the Company may give the Customer a Full Refund.

(c) Force Majeure Situations.

In the event that the Supplier cancels services due to a force majeure situation, the Supplier must immediately notify The Company's customer service department. A Customer may

cancel a Booking if a force majeure situation arises at the travel destination, regardless of whether the Supplier continues to provide Services during the affected time period. If the Supplier or Customer cancels a Booking in relation to a Force Majeure Situation, The Company will give the Customer a Full Refund.

d) Non-show.

If a customer does not show up and there are no special circumstances, the Booking will be treated as a Completed Booking for payment purposes. If there are extenuating circumstances, the Company may give the Customer a Full Refund.

3.9. Provision of Services.

The Supplier will provide Services in accordance with the Product Offer, in good faith and in accordance with best practices and standards in the Tours and Activities industry. Supplier may subcontract the execution of the Services only with the prior written consent of the Company.

3.10. Inability to Provide Services.

If the Supplier cancels a Booking or otherwise fails to provide Services to a Customer as required by a Booking, The Company will give the Customer a Full Refund. The Supplier acknowledges that its cancellation or other failure to provide Services damages the goodwill and reputation of The Company and forces the Company to incur additional customer service costs. Consequently, if the Company deems that the cancellation or non-provision of Services was not justified (e.g. the result of a Force Majeure Situation), The Company may deduct a cancellation fee (as liquidated compensation), equal to twenty-five percent of the Retail Price of the Services for each affected Customer, from any future payment due to the Supplier hereunder. The Parties acknowledge and agree that it would be impractical to estimate the amount of any damages that could arise from the Supplier's cancellation or other failure to provide Services and agree that the amount of liquidated damages described above is a reasonable estimate of the actual damages that the Company will suffer and suffer as a result of such cancellation or failure to provide Services. The Company may, at its sole discretion, choose not to deduct this amount or to deduct a smaller amount if the Supplier provides an alternative but equivalent Service on the same date to the affected Customers. For the avoidance of doubt, cancellation resulting from the Supplier's inability to provide accurate availability information on the Platform constitutes failure to provide Services for the purposes of this section. In addition to the remedies mentioned above, the Company may terminate this Agreement for a material breach of the Supplier if the Supplier does not provide services as it has entered into a Agreement.

4. Payment.

4.1. The Commission.

The Supplier agrees to pay the Company a commission for (i) the use of the Platform, (ii) the marketing performed by the Company, (iii) the customer service performed by the Company, (iv) the mediation of The Company for transactions between the Supplier and Customers and (v) other services performed herein by the Company. The Activist commission is a percentage of the Retail Price for a Booking as specified in the Supplier Account. The Supplier agrees to keep the amount of the Commission confidential. The

Commission will be deducted from the Retail Price charged to Customers in the agreed currency.

4.2. Payment to the Supplier.

At the choice of the Supplier, the Company will make payments to the Supplier either once a month or twice a month.

(a) Payment once a month.

This section applies if the Supplier chooses to be paid once a month. By the fifth Business Day of each month, the Company will transfer an amount to the Merchant's Payment Account equal to (i) the total amount received from Customers for Completed Bookings made in the previous month, minus (ii) the applicable Commission.

(b) Payment twice a month.

This section applies if the Supplier chooses to be paid twice a month. By the fifth Business Day of each month, the Company will transfer an amount to the Merchant's Payment Account equal to the total amount received from Customers for Completed Bookings made in the Second Half of the previous month, less (i) the applicable Commission and (ii) a 2% processing fee. By the twentieth Business Day of each month, The Company will transfer an amount to the Supplier's Payment Account equal to the total amount received from Customers for Completed Bookings made during the First Half of the month, less (a) the applicable Commission and (b) a 2% processing fee.

4.3. Transaction fees. Discounts.

The Company will pay the transaction fees charged by The Company's financial institution or its Commercial Agent for transferring funds to the Merchant's Payment Account. The Supplier shall bear any fees charged by the Supplier's own financial institution for receiving payments from the Company or its Commercial Agent. The Company or its Commercial Agent may deduct from any payment to the Supplier the cost of refunds made to Customers, replacement services provided to Customers or other amounts that the Supplier is obliged to pay or refund.

4.4. Taxes.

Supplier is solely responsible for determining its obligations to report, collect, attribute, or include in its Product Offerings any Applicable Taxes and for attributing any Applicable Taxes to the appropriate government entity. If the Supplier requires the Company to collect the Applicable Taxes on behalf of the Supplier, the Supplier shall inform the Company of the applicable rates and the Parties shall cooperate to determine a method for such collection. If at any time the Company decides that it is required to collect or deduct the Applicable Taxes related to the Services, either on its own or on behalf of Supplier, inform Supplier and collect or deduct such Applicable Taxes. Supplier shall provide within five business days (i) such entity with valid Supplier tax identification numbers, including, where requested, any business registration number, to prove that Supplier is a registered taxpayer in the applicable jurisdictions where the Services are taxed; (ii) issues a valid tax invoice to such entity in connection with any particular Services; (iii) provide documentation to such entity that Supplier has paid tax on the Services (including copies of returns, worksheets, and supporting transaction data reports) and (iv) provide other cooperation with such entity as

requested to confirm Supplier's compliance with tax obligations. Such information requests may be made directly to Supplier or through the Supplier Management Website. Any non-compliance with the requirements of this section may result in the temporary or permanent suspension of the Supplier's Services by the Company. In the event that the Applicable Law in a jurisdiction imposes VAT (or other Applicable Tax) on the Commission, The Company will deduct the amount of such VAT (or other Applicable Tax) from the payments due to the Supplier, except for the Supply. The Supplier is responsible for determining whether any tax credit is available under applicable law for the payment of such VAT (or other Applicable Tax) on the Supply.

4.5. Statement.

The Company shall provide the Supplier with a statement ("Statement"), once per payment period, showing (i) the total number of completed bookings during the payment period, (ii) the total amount received by the Customers on behalf of the Supplier for completed bookings, (iii) the total amount transferred to the Supplier's Payment Account for such Completed Bookings, (iv) the services provided by the Company ("Supply") and (v) the amount of sales taxes or other taxes collected and sent on behalf of the Supplier (if any). The Declaration is the basis for payment by the Company. Point (iv) serves as an invoice issued by the Company for the Supplier in relation to the services provided ("Supply Invoice"). Unless the Supplier provides written notice to the Company of a bona fide dispute regarding a Statement within thirty (30) days of its receipt, including reasonable details to support such dispute, such Statement shall be deemed acceptable. After this period, adjustments for discrepancies will be made at The Company's sole discretion. . Notwithstanding the foregoing, no dispute may be brought and no claim, suit or proceeding may be brought against The Company in any matter relating to the payment after (a) the lapse of one (1) year from the date on which the payment in question is payable (or allegedly due) or (b) in the case of more than one payment; the lapse of one (1) year from the date on which the first of the payments in question is due (or allegedly due).

4.6. Accrued payment.

Notwithstanding anything else contrary to this Agreement, the Company and its Commercial Agent may defer and accrue payments due to the Supplier hereunder until the total amount payable is equal to at least €50. The Company shall transfer any accrued and unpaid amount to the Supplier in the event of termination of this Agreement.

5. Customer Relationships.

5.1. Customer Communication.

Supplier may not directly or indirectly (i) encourage a Customer to book a service outside the Platform, (ii) refer a Customer to any other website or platform, including the Supplier's own website or platform, or (iii) take any other action to circumvent The Platform. or commission payment. If prospective customers, who initiated communication through the Platform, request to close a Service outside the Platform, the Supplier will refer them to the Platform.

5.2. Communication tools.

Supplier shall handle all customer queries received through the Platform exclusively using the Communication Tools. Supplier may not provide or suggest alternative methods of

communication (i) to any Supplier Content, (ii) to any forum available through The Platform, or (iii) through the Communication Tools. The Supplier must check their messages through the Communication Tools at least once a day and must respond to the Customer's queries within the following timeframes:

- The Customer communicates with the Supplier more than 7 days before the scheduled start of the Services: The Supplier must respond to the Customer within 48 hours.
- The Customer communicates with the Supplier between 2 and 7 days before the scheduled start of the Services: The Supplier must respond to the Customer within 24 hours.
- The Customer communicates with the Supplier less than 2 days before the scheduled start of the Services: The Supplier must respond to the Customer before the start of the Services.

The Supplier must answer questions made directly by the Company within 24 hours. Supplier may not use the Communication Tools provided by The Platform to (a) distribute commercial messages or promotions; (b) contact a Customer for any purpose unrelated to a Service, including hiring or inviting the Customer to participate in third-party services, applications, or websites; (c) make or accept a reservation that bypasses the payment of the Commission; (d) request or accept a payment for Services that do not use The Platform or (e) transmit Prohibited Content;

5.3. Tariffs.

At the request of the Customer, the Supplier shall provide the Customer with an invoice for his services. The invoice must comply with all applicable tax requirements.

5.4. Service levels.

Supplier agrees that the prices, availability, amenities and restrictions for the Services offered through the Platform shall be equal to or better than those available through the Supplier's own online booking platform. Customers who book a Service through the Platform will be treated at least in the same way as customers who book through the Supplier's online booking platform.

5.5. Tickets and Receipts.

The Supplier must accept customer tickets produced by the Company, including both tickets printed on paper and tickets displayed on smartphones or other mobile devices. If requested, the Supplier must provide each Customer with a receipt for the Services. The receipt must comply with all applicable tax requirements.

5.6. Personnel Conduct.

The Supplier is solely responsible for the conduct of its personnel in relation to Customers or other persons. Supplier shall not and shall ensure that its staff will not discriminate against or harass any Customer on the basis of race, national origin, religion, sex, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation.

5.7. Customer requests

Supplier will handle and respond to customer requests or complaints regarding the Services, complaints about Supplier staff, and requests for refunds. In the event that the Supplier does not respond to a complaint of the Customer within three Business Days, the Company will give the Customer a Full Refund. In addition, the Company will (i) offer customer support services to the Customer, (ii) act as an intermediary between the Supplier and the Customer, (iii) respond and respond on behalf of the Supplier through the Customer service portal, social media or, where applicable, the communication channels provided on the Supplier Details Page. In the event of Supplier's non-compliance with the service levels in Section 5.4 or any material irregularity, complaint or non-compliance with a Product Offer, the Company may in its sole discretion (a) give the Customer a Full Refund or a partial refund and/or (b) provide the Customer with alternative services (equal to or better than the Services) and deduct the cost of such replacement services. from a future payment to the Supplier. If the Company gives a Customer a partial refund, the amount paid to the Supplier (and the Commission retained by the Company) will be reduced accordingly.

5.8. Reviews.

After completing a Booking, the Customer will have the opportunity to review the Services on The Platform using review system. The goal of the audit system is to gather meaningful and accurate feedback about the Services and the Supplier in areas such as performance, reliability and reliability. Reviews can be viewed by any user of The Platform. All review content is the exclusive property of The Company. Supplier may not use or distribute reviews from The Platform without the prior written consent of The Company. Customer reviews are not verified by the Company for accuracy. Supplier is prohibited from manipulating the review system in any way, such as writing a review about the Services or instructing third parties to do so.

6. Marketing.

6.1. The Company's obligations.

The Company will promote the Services at its sole discretion and will bear the cost of promotional and marketing efforts. To promote the Services, The Company may use Supplier Content and Supplier Brands in offline and online marketing, including email marketing and pay-per-click advertising. The Company, at its sole discretion, will determine whether and how to promote the Services and Product Offers on the Platform or elsewhere, including position and ranking in search results. Notwithstanding anything contrary hereto, The Company may offer a Service at a price lower than the Retail Price stated in a Product Offer; provided that (i) the offer is limited to members of a Closed User Group and/or relates to a special event (e.g. a holiday or other related event) and (ii) the full amount of the discount is deducted from the Commission that would normally be paid by the Supplier.

6.2. Supplier's obligations.

The Supplier must offer Services with the general use of the company and its trademark. The Product Offer or other Supplier Content may not state or give the impression, directly or indirectly, that (i) The Company provides the Services, (ii) The Company has checked the quality of the Services or (iii) The Company otherwise supports the Supplier or Services.

6.3. Supplier Communications.

The Supplier must not directly or indirectly (e.g. through a partner or agent) engage in any marketing, promotional or similar communication with any Customer without the prior consent of such Customer. Without limiting the foregoing, Supplier shall not include any marketing or promotional content in any confirmation or other communication sent to Customers. Supplier acknowledges that the transmission of communications in violation of this section constitutes both a material breach of this agreement and a potential violation of the GDPR.

7. Compliance.

Supplier shall provide all Services in accordance with all applicable Laws, including (i) fire safety and safety laws, (ii) consumer protection laws, (iii) information and consultation laws, (iv) licensing laws and regulations, (v) health and hygiene laws and regulations (including any laws or regulations related to COVID-19 or other communicable diseases), and (vi) other laws related to the Supplier's Services or business. At the request of the Company, the Supplier shall provide within five working days (i) copies of registrations, licenses, licenses, approvals and authorizations and (ii) documentation demonstrating compliance with Applicable Law. In the event of alleged non-compliance of the Services, the Supplier shall cooperate promptly, at its own expense, with any investigation by administrative authorities or associations.

8. Intellectual Property.

8.1. Supplier Content.

Supplier grants the Company a non-exclusive, sublicensable (through one or more tiers), worldwide, fully paid and royalty-free license, in any and all media now known or to be discovered or developed in the future, for use, reproduction, adaptation, translation, creation of derivative works from, modification, execution, public display, public performance, transmission and distribution of Supplier Content; including (i) on or through the Platform, (ii) online and offline marketing materials, and (iii) as otherwise provided by this Agreement or agreed by the Parties. The Supplier is solely responsible for the Supplier Content and may only provide Supplier Content that either owns or otherwise has the right to provide the Company with in accordance with the terms of this Agreement. Supplier does not provide Content that is, contains or refers to Prohibited Content. The Company may remove from The Platform any Supplier Content that violates or may violate this Agreement or applicable law. Alternatively, the Company may request the Supplier to correct any such non-compliant Supplier Content within two days of notice. To help consumers who speak up different languages, The Company may translate (or have translated) Supplier Content, in whole or in part, into other languages. The Company cannot guarantee the accuracy or quality of such translations. If the Supplier becomes aware of an inaccuracy in a translated version of a Product Offer or other Supplier Content, the Supplier shall immediately inform the Company. The Company will provide supplier content to distribution partners on a regular basis.

8.2. Supplier marks.

The Supplier grants the Company a non-exclusive, royalty-free license to use the Supplier's Marks for the marketing of the Services. The use of the Supplier Marks by the Company shall be effective solely for the benefit of the Supplier and shall not create any right, title or

interest for the Company in the Supplier Marks other than the license granted under this Agreement.

8.3. Retention of Rights.

Supplier Content and supplier marks, as well as all worldwide intellectual property rights therein, are the exclusive property of Supplier (and its suppliers). All rights in supplier Content and Supplier Marks not expressly granted to the Company in this Agreement are reserved by the Supplier (and its suppliers).

8.4. Content & Trademarks.

The Content of the Platform, and all worldwide Intellectual Property Rights therein, are the exclusive property of the Company (and its suppliers). Supplier may not use, copy, store, reproduce, adapt, translate, modify, distribute, publicly display, publicly perform, transmit or otherwise exploit any Content, or any trademark, logo or slogan of the Company during or after the termination of this Agreement, without the prior written consent of The Company.

8.5. Limitations.

Supplier agrees not to use directly or indirectly (i) automated means or processes to access, collect data or other content from or otherwise interact with the Platform for any purpose; (ii) avoid, circumvent, remove, disable, damage, decrypt or otherwise attempt to circumvent any technological measure applied to protect the Platform; (iii) attempt to decrypt, decompile, disassemble or decompress any of the software used to provide the Platform, or (iv) take any action that damages or adversely affects or could harm or adversely affect the performance or proper functioning of the Platform;

9. Representations and Warranties.

9.1. Reciprocity

Each Party represents and warrants that: (i) the person performing this Agreement on its behalf is authorized to bind it to this Agreement; and (ii) this Agreement is a valid and binding obligation enforceable against it in accordance with its terms.

9.2. Per supplier.

The Supplier represents and warrants that (i) it is the owner of the Supplier Content or otherwise has the right to provide the Supplier Content to the Company under this Agreement. (ii) the Supplier's Content does not violate any Applicable Law or the Intellectual Property Rights or privacy rights of any third party; (iii) all information relating to any Product Offer is and will remain; true, accurate and not misleading. (iv) all Services will be provided in accordance with, and Supplier will operate its business in accordance with applicable law and industry security standards. (v) Supplier has and will retain for the duration of this Agreement (and thereafter until all Bookings are fulfilled) all registrations, licenses, approvals and authorizations required by Applicable Law relating to Supplier's business activities and the provision of Services; and (vi) any supplier personnel providing Services have sufficient skills, training, qualifications, experience and licenses to perform such Services in a professional manner consistent with Applicable Law and industry best practices.

9.3. Disclaimer.

The Platform and the Content are provided "as is", without warranty of any kind, express or implied. The Company does not guarantee that (i) the Platform will meet all the requirements of the Supplier or that the performance of the Platform will be uninterrupted, virus-free, secure or error-free or (ii) The Content will be complete, accurate or free from technical defects or changes by unauthorized third parties. The Company is not responsible for the accuracy or completeness of the data related to the Customer. The Company does not guarantee that the Supplier will sell a minimum amount of Services through the Platform. The Company reserves the right to change, supplement or remove the content of the Platform, as well as its structure and operation, at any time without notice at its discretion.

10. Insurance.

During the term of this Agreement (and thereafter until all Remaining Bookings are fulfilled), Supplier shall maintain comprehensive general liability insurance covering risks related to Supplier's business activities and the Services. The policy will be written on a display form for an appropriate price in light of the nature of the Services; the location of the Supplier and industry standards. The policy should be extended to the compensation claims filed by the Company. If one or more cars are used to perform the Services, the Supplier will maintain the motor third party liability insurance within the limits and scope of coverage not less than the mandatory requirements for the country where the Services are provided. Upon request, the Supplier will provide the Company with a copy of the current insurance policy and proof of payment of the relevant premiums.

11. Liability.

The Company shall be liable to the Supplier solely for (i) any damage to the Supplier due to the willful or gross negligence of The Company, (ii) any damage to the Supplier's life, body or health due to the simple negligence of The Company and (iii) any damages to the Supplier due to a breach by the Company of its material obligation under the Agreement. In the event of a breach of The Company's essential obligation due to simple negligence, The Company's liability is limited to foreseeable damages typical of the type of Agreement. For the purposes of this section, the term "material obligation" means any obligation the fulfillment of which is necessary for the proper performance of this Agreement by the Company and on the compliance of which the Supplier may regularly rely. Any further liability for damages is excluded. Without limiting the above, the Company is not liable for damages arising due to interruptions or limitations of the operation of the Platform due to necessary maintenance work, force majeure or other events for which the Company is not responsible. The Company is liable for data loss only up to the amount of the standard recovery cost that would have occurred if appropriate and regular data backup measures had been taken. In no event shall the Company be liable to the Supplier for any acts or omissions of any Distribution Partner.

12. Data & information protection.

12.1. Data protection.

With respect to Customer Personal Data, both the Company and the Supplier act separately as data controllers. Personal Customer Data collected by the Company may be transferred to the Supplier only to the extent necessary for the performance of the Services. The Supplier complies with all Data Protection Laws during processing (including access, the

collection, storage, transmission and transfer) of Customer's Personal Data. Supplier maintains adequate security procedures and controls to prevent unintentional disclosure, unauthorized access, or misappropriation of any Customer's Personal Data. At the request of The Company, Supplier shall provide evidence that Supplier has established and maintains technical and organizational security measures governing the processing of Customer's Personal Data in accordance with this section.

1 2.2 Payment processing.

The Supplier authorizes the Payment Service Provider, and any other third party authorized by the Company, to process data required for the transfer of funds to and from the Supplier's accounts or as otherwise required for the operation of the Platform.

1 2.3. Development.

The Company may transfer data related to the Supplier to Distribution Partners and third parties, as required for the further development of the Platform (including its interfaces with third-party products and services) and for the promotion of the Services. For example, the Company may transfer the necessary data to (i) promote the Services through a third party's web mapping service; the registration service, search engine service or digital assistant or (ii) develop and implement relevant interfaces between the Platform and those products and services.

13. Term and Termination.

1 3.1. Condition.

This Agreement will remain in effect until terminated in accordance with its terms. Neither party shall be liable to the other for any damages arising solely from the termination, as permitted herein.

1 3.2. Termination for convenience.

Either Party may terminate this Agreement at any time for convenience with effect from 30 days' notice. Termination can be done automatically by using the appropriate function in the Supplier Account. Other confirmed reservations are executed as scheduled or otherwise handled in accordance with Section 13.5.

1 3.3. Termination for reasons of cause.

Either Party may terminate this Agreement by written notice to the other if the other Party breaches or breaches any obligation hereunder which a breach or default is unable to remedy or which, in terms of remedyability, has not been remedied within fifteen (15) days of receipt of such notice of such breach or breach (or such additional period of remedy that may be allow in writing the non-defaulting Party).

1 3.4. Other corrective measures.

In addition to the remedies mentioned above, if the Company reasonably believes that the Supplier is in breach of this Agreement or that Customers or other suppliers are at risk from the Supplier's actions, the Company may take one or more of the following actions: (i) issue a warning to the Supplier; (ii) remove Product Offerings or other Supplier Content from The Company Platform; (iii) limit the Supplier's use of the Platform in time; (iv) cancel some or all of the Bookings and give affected Customers a full refund, regardless of normal

cancellation policies. and (v) stop accepting Bookings. In addition, if the Company finds that the Services are related to an excessive number of chargebacks or fraudulent transactions, The Company may temporarily remove the relevant Product Offers.

1 3.5. Effect of the complaint.

The terms of this Agreement, except for Sections 2.2, 3.6, 6.1 1 3.2 and 1 3.3, will remain in effect until all Remaining Bookings (i.e. all Remaining Bookings have either been completed or cancelled), provided, however, that the Company does not make any new Bookings after the expiry date of this Agreement. By choice of The Company, may cancel some or all Other Bookings and offer affected customers either a full refund or alternative services. Any uncanceled balance Booking will be made as scheduled. Sections 8.1 and 8.2 will survive termination of this Agreement for 90 days with respect to material provided to Distribution Partners or marketing partners. Once all Other Bookings have been resolved, the Company will remove all Supplier Content and Supplier Badges from the website.

14. Travel Agencies.

Notwithstanding anything to the contrary, certain Distribution Partners included on The Platform may operate as Travel Agencies. For sales made through Travel Agencies, (i) the Customer purchases Services from the Travel Agency; (ii) the purchase may be governed by the terms and conditions of the Travel Agency; (iii) the Travel Agent may collect payment from the Customer (in which case the A Travel Agent shall act as a payment collection agent for the Supplier and the first three sentences of Section 3.5 and the third sentence of Section 3.7 shall apply to The Company Travel Agent), (iv) the Travel Agent may, instead of The Company, provide customer service to Customers, including the provision of a partial or full refund or the provision of alternative services; (v) the Retail Price shall be the amount collected by the Company from the Travel Agency and (vi) the phrases "charged to Customers" and "collected by Customers" in Section 4 shall be deemed to mean "charged to Travel Agents" and "collected by Travel Agencies", respectively.

15. Connectivity.

1 5.1. Connectivity Partners.

If Supplier chooses to work with a Connectivity Partner to connect to The Company's systems, this section will apply. The Supplier agrees that the Company may send confidential Supplier and Booking-related information to the Connectivity Partner. The Supplier (i) will acquire for the Company the right to use the Connectivity Partner's API as required for this Agreement. (ii) require the Connectivity Partner to provide Supplier and Company with all technical support necessary to ensure error-free operation of the API; (iii) to ensure that the Connectivity Partner will not charge the Company any fees. (iv) require the Connectivity Partner to perform a Confidentiality Agreement with Supplier that extends to The Activist's Confidential Information and is at least as protective of The Company's Confidential Information as the provisions of this Agreement; (v) ensure that the Connectivity Partner does not use any of The Company's Confidential Information or any information transmitted between The Company and Supplier through the API, (a) for any competing purpose, (b) to conduct data analysis, or (c) for any purpose other than to activate The Company to provide the services described in this Agreement; (vi) ensure that the Connectivity Partner maintains all safeguards required by best practices against the destruction, loss, alteration, unauthorized access or disclosure of any information

transmitted between The Company and Supplier through the API, and (vii) enter into a standard Agreement; data processing with the Connectivity Partner, if required. Supplier agrees that the Company shall not be liable for any loss or damage arising out of or in connection with any connectivity failure or acts or omissions of the Connectivity Partner. If Supplier chooses to grant access to a Connectivity Partner to manage Supplier Content, Supplier's obligations shall also apply to the Connectivity Partner.

15.2. Supplier API.

If Supplier chooses to connect to The Company's systems via Supplier's own API, this section will apply. The Supplier (i) grants the Company the right to use the Supplier's API as required for this Agreement; (ii) provide the Company with all the technical support required for the error-free operation of the Supplier's API and (iii) maintain all the safeguards required by best practices against the destruction, loss, alteration, unauthorized access, or disclosure of any information transmitted through its API.

16. General.

16.1. Non-exclusive relationship.

The relationship between Supplier and The Company is not exclusive. Supplier may sell services through other markets (including competitors of The Company) and the Company may promote and offer services substantially similar or competitive to the Services.

16.2. Applicable Law.

This Agreement shall be governed by and construed in accordance with the provisions of Greek law. The place of execution and the exclusive legal place for any disputes arising out of or in connection with the services provided shall be the courts of Athens.

16.3. Amendments.

The Company may deliver the proposed amendments to this Agreement to the Supplier by any reasonable means (including by email, through the Communication Tools or by notice on the Supplier Management Website) at least four weeks prior to the proposed Amendment Effective Date. The Supplier may reject a proposed amendment by sending a notice of rejection to the Company, in the manner specified, prior to the proposed Effective Date of the Amendment. If the Supplier does not send such notice of rejection to the Company before the proposed Effective Date of the Amendment, the Supplier shall be deemed to have agreed to the proposed amendment. Except as set forth in this section, all amendments or modifications to this Agreement must (i) be in writing, (ii) be referred to in this Agreement, and (iii) be performed by an authorized representative of each Party.

16.4. Assignment.

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be withheld, subject to conditions or delay unduly). Notwithstanding the foregoing, (i) either party may assign this Agreement in its entirety, without the consent of the other party, (a) to an affiliate of that party, or (b) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets that are not in direct competition of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Section shall be null and void and shall not take effect.

Notwithstanding the foregoing, this Agreement shall be binding upon and effective for the benefit of the Parties, their successors and permitted assignors.

1 6.5. Notices.

Any notice under this Agreement shall be in writing and delivered by personal delivery, courier, confirmed email, or certified or registered mail. In addition, the Company may send notices to the Supplier. Notices shall be sent to a party at the address specified in this Agreement or at any other address that that Party may specify in writing in accordance with this Section.

1 6.6. Force majeure.

If one of the parties is prevented from fulfilling in a timely manner any of its duties or obligations hereunder due to a situation of force majeure, the aggrieved party shall, upon immediate notice to the other party, be exempted from such performance (i) to the extent that the affected party is prevented from performing such duties or obligations, (ii) for the duration of the interruption caused by the Force Majeure Situation. If a force majeure situation adversely affects the performance of one party for fourteen days or more, the other party may terminate this Agreement.

1 6.7. Interpretation.

In this Agreement, (i) "including" means "including but not limited to" and (ii) generic words shall not have a restrictive meaning since they are preceded by words indicating a particular category of acts, topics, or things. The captions and section headings used in this Agreement are for convenience only and do not form part of this Agreement. and will not be used to interpret it. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will remain in full force and effect without being affected or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that is closer to the intent and financial effect of the invalid provision. Each party has participated equally in the preparation and negotiation of this Agreement and waives, to the fullest extent permitted by law, any interpretative or construction rule that requires the interpretation or interpretation of this Agreement to the detriment of the editorial part.

1 6.8. Confidentiality.

Each Party agrees not to use or disclose to any third party any Confidential Information disclosed to it by the other except (i) as permitted in this Agreement or (ii) as required by a court or other governmental authority. Each Party shall take all reasonable steps to maintain the confidentiality of all confidential information of the other party in its possession or control; which in no case will be less than the measures it uses to maintain the confidentiality of its own information of similar importance.

1 6.9. Miscellaneous.

The Parties are independent contractors, and no partnership, franchise, joint venture or employment relationship is intended or created by this Agreement. The Company and any subcontractors disclaim, and the Supplier waives, any duty arising from the establishment of an agency relationship (including any duty of loyalty or care), to the fullest extent permitted by Applicable Law. Unless expressly provided otherwise herein, all remedies provided herein are cumulative, in addition to, and not in lieu of any other remedies which are available to

any party by law, equity or other nature. Except as provided in this section, all rights and obligations of the parties hereunder are personal to them, and this Agreement is not intended to benefit or be deemed to create any rights in any third party. This Agreement defines the entire understanding and the Agreement of the Parties and supersedes (i) any and all oral or written agreements or understandings between the Parties, as to the subject matter of the Agreement, and (ii) any terms and conditions governing the use of the Supplier or a Connectivity Partner's API. A waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or consequential breach.

Annex A: Definitions

Date of entry into force of an amendment	means the date of entry into force of a proposed amendment.
Applicable Law	means any (i) applicable local, state, county, national or other law or regulation and (ii) related requirements.
Applicable taxes	means any and all sales, use, excise duties, value added (VAT), consumption or other taxes, duties, imposition, levies, fees or charges, however specified, imposed or collected by any governmental entity, whether in force or adopted or subsequently applied, but excluding any income tax applicable to the Company.
Reservation	means purchasing Services from a Client through the Platform .
Business day	means Monday to Friday of each week, except for public holidays observed in Athens, Greece.
Chargeback	means a credit card chargeback or any other money transfer reversal.
Closed user group	means a group of consumers who share one or more characteristics for promotional and marketing purposes, as defined by The Company.
Supply	means the portion of the Retail Price of the Services retained by the Company for (i) use of the Platform, (ii) marketing performed by the Company, (iii) customer service performed by the Company, (iv) brokerage of transactions between the Supplier and Customers by the Company and (v) other services performed herein by the Company.

Communication tools	means the tools provided on The Platform to enable communication (i) between Supplier and Customer or (ii) between The Company and Supplier.
Completed Booking	means a Booking that results in the actual provision of Services by the Supplier to the Customer.
Confidential information	means information about the business, products, technologies, strategies, customers, finances, operations or activities of the notifying party, including all business, financial, technical and other information disclosed by the notifying party. Confidential Information shall not include information that the Recipient can demonstrate (i) as belonging to or entering the public domain without breach of this Agreement, (ii) the Party receiving the information lawfully receives from a third party without limitation to disclosure and without breach of a non-disclosure obligation, or (iii) the Party receiving the information knew before receiving such information from the disclosing Party.
Connectivity Partner	means a third party operating a service to connect the Supplier's systems to The Platform, to facilitate the acceptance and management of Bookings.
Content modifications	means all adaptations, translations or other modifications made by the Company (or has made by third parties) to the Supplier's Content.
Customer	means end user of the Platform.
Personal Data of Customers	means the name, postal address, telephone number, e-mail address, credit card details, IP address, order and order processing information and any other non-public information about Customers made available to the Supplier as a result of the Supplier's relationship with the Company or any purchase of Services by Customers.
Data protection laws	means any applicable law, law, statement, decree, directive, legislative act, decree, decree, regulation, rule or other binding restriction (as amended, consolidated or re-established from time to time) related to the protection of natural persons with regard to the processing of personal data, including the GDPR and all laws adopted on the basis thereof.

Dispute	means any and all disputes, controversies or claims of any kind between the Parties arising out of or in any way related to this Agreement, any of the Parties' respective rights and obligations under this Agreement, or the realization, performance, breach, interpretation or termination of this Agreement, including any claims based on tort.
Distribution Partner	means a third party with whom the Company has a Agreement for the distribution and sale of tours or activities.
Force Majeure Situation	means circumstances beyond the reasonable control of a person or entity, including earthquakes, floods, fires, other natural disasters, acts of war (whether or not declared), acts of terrorism, riots, political unrest, pandemics, epidemics, government actions, nuclear or chemical contamination, power or internet outages, public infrastructure failures and strikes.
Free Cancellation Period	means the period that begins when a Booking is made and ends 24 hours before the scheduled start of a Service.
Full refund	means, with respect to a Booking, that (i) The Company will refund to the Customer the full amount paid for the Booking, (ii) The Supplier will not receive any payment for the Booking , and (iii) The Company will not receive any Commission for the Booking.
GDPR	means the General Data Protection Regulation (EU) 2016/679.
Content	means all content on The Company Platform, including customer reviews and Content Modifications, but excluding Supplier Content.
The Platform	means the online booking platform managed by the Company and accessible through www. Theactivist.gr , related websites, affiliate websites, distribution partner websites, applications, distribution partner applications, tools, distribution partner tools, platforms, distribution partner platforms, devices, or other facilities.
Intellectual Property Rights	means all copyrights, trade secrets, trademarks, database or moral rights recognized by the laws of any jurisdiction or country.

Login credentials	means the user IDs, passwords and any other information used to access the Supplier Account.
Non-show	means a Customer who does not appear for the Services booked through no fault of the Supplier.
Place	means either a Supplier or the Company, as the case may be. "Parts" means both a Supplier and the Company.
Payment Service Provider	means a payment service provider appointed by the Company.
Product offer	means an offer on The Company Platform stating that Supplier will make available a particular Service at a specified Retail Price.
Prohibited content	means content that (i) contains a virus or other harmful code, (ii) violates any Applicable Law, (iii) violates the rights of any third party, including privacy rights, (iv) is pornographic, obscene, offensive, objectionable or otherwise inappropriate, or (v) defamatory or libelous.
Remaining reservation	means a Booking made before the date of termination of this Agreement but scheduled to be completed after the date of termination of this Agreement.
Retail Price	means the retail price (including applicable taxes and fees) at which the Services will be sold to Customers and Travel Agents through the Platform .
Services	means the tours or activities of the Supplier offered by the Supplier through the Platform. If the Supplier operates an attraction, the term "Services" includes the operation of the attraction and the making available of the attraction to the Customers.
Statement	has the meaning given in Section 4.5 of the Terms.
Sales representative	means an entity appointed by the Company to act as an agent of The Company in its role as a commercial agent to the Supplier

Supplier	means a person acting in his professional capacity with the aim of achieving long-term profit or an entity entering into this Agreement with the Company.
Supplier account	means the Supplier's account on The Company's Platform.
Supplier management website	means the online tool that allows Suppliers to access The Platform and manage supplier Content.
Supplier content	means any content provided by the Supplier to the Company, through the Supplier Management Website or otherwise, including product offers, photos, videos and publications.
Supplier brands	means the trademark and trade names used by Supplier in connection with the Services.
Merchant payment account	means the bank account of the Supplier to which the Company may transfer payments.
Travel Agency	means a Distribution Partner who resells activities to a Customer instead of facilitating a sale directly from a supplier to a Customer.