

Business Provider Agreement

AGREED BETWEEN

Name (company or legal entity)

Self employed or Registered company

Address (place of business)

_____ Business registration number (if applicable)

_____ VAT/TVA Number (if applicable)

Represented by (Name and Position)

Hereinafter referred to as the "**Company**",

AND ON THE OTHER HAND

PALENTIS SASU, a French company, with a capital of 5000 €, registered in the Grenoble RCS under the number 819 008 301, whose head office is located at 10 Rue Belledonne, 38400 St MARTIN D'HERES.

Hereinafter referred to as "**clik-trip**",

The Company and clik-trip may be individually designated as the "**Party**" and collectively as the "**Parties**".

PRELIMINALLY PRESENTED AS FOLLOWS:

The Company _____ proposing services such as _____ [description of services] hereinafter referred to as the "**Company's Services**".

clik-trip operates an internet platform (the "**Platform**") which is a website for photography enthusiasts around the world to discover new locations, new photographers and improve their photography techniques (hereinafter referred to as the "**clik-trip Services**").

The Platform is the tool developed and operated by klik-trip to:

- (1) identify customers (the “**Customer(s)**”),
- (2) publish selected Company's Services
- (3) connect the Customer and the Company regardless of their origin or location.

The Platform is designed to qualify each Company's Service offered in the most optimal way to ensure a perfect match between it and the expectation of Customers.

The Company has expressed interest in having klik-trip introduce the Company to Customers likely to use the Company's Services.

Parties have therefore come together to conclude the present Business Provider Agreement

AGREED AS FOLLOWS:

1. Definition

The Business Provider Agreement including its appendix form an indivisible whole, hereinafter referred to as the "**Agreement**".

2. Purpose of the Agreement

The Company hereby appoints klik-trip, who accepts the mission

- of identifying Customers interested in one or more of the Company's Services.
- of connecting Customers with the Company.

Customers may be from anywhere and the Platform lists Services offered by the Company.

The Platform allows the connection between a Customer and the Company following a process described in Appendix 1.

The present Agreement will apply to any Company or Company's Services delivered to a Customer identified through klik-trip, whether booked through the platform or not.

In no event will klik-trip act in the name and on behalf of the Company. In particular, klik-trip will not enter into any Agreement with the Customer in the name and on behalf of the Company unless agreed separately.

3. Selection, Modification and Removal of Services on the Platform

clik-trip reserves the right to accept or refuse the Service offered by the Company.

clik-trip also reserves the right to make minor modifications to the description of the Company Service. Any changes made by clik-trip will be deemed accepted by the Company if the Company does not notify the Platform within 3 days of publication.

The Company in return reserves the right to withdraw its offer at any time.

clik-trip will not discuss the terms of sale of the Services offered by the Company.

clik-trip and the Company may decide at any time and without consultation or reciprocal obligation to delete a Company's Service proposed on the Platform.

4. Nature of the contractual agreement

The Parties are independent professionals who will always act as such. The present terms do not constitute in any case an employment contract which is expressly excluded by the Parties. This is an essential condition without which the Parties would not have concluded this Agreement.

The Parties declare that the Agreement cannot under any circumstances be considered as a mandate of common interest, nor of a commercial agent Agreement in particular within the meaning of the provisions of Articles L. 134-1 and following of the Commercial Code, nor in an Agreement of traveler, representative or salesman (VRP) within the meaning of Article L. 7311-3 of the Labor Code.

5. Non-exclusivity

The Parties do not reserve each other any exclusivity.

clik-trip may freely undertake assignments for other brands, including competitors of the Company.

The Company is free to offer its Company's Services at any time without going through the Platform and the Company may use other business providers.

6. Parties Obligations

The Company's Terms and Conditions apply to the Company's Services.

klik-trip's Terms and Conditions including Booking and Cancellation Policy, Service User License Agreement and Privacy policy apply to klik-trip's Services and will be used as the reference in case of contradiction with the Company's Terms and Conditions.

The Company guarantees to klik-trip that the Company's Service delivered complies with the description it has defined and as it appears on the Platform.

The Company will make every effort to comply with its obligations regarding the security and conformity of the Company's Services with their descriptions.

The Company will provide klik-trip with all the information required in the Listing.

If a Company's Service, not substantially different from the one offered on klik-trip is also offered by the Company to other customers than those provided by klik-trip and/or other means, the Company undertakes that the price is not lower than that published on klik-trip.

In the event that the Company is required to deliver a Company Service to a Customer who has been identified through the Platform, the latter will be considered as introduced by klik-trip who will be remunerated accordingly.

The Company undertakes to communicate to klik-trip the full amount billed to the Customer(s) including if the Company's Service(s) has been modified.

The Company also undertakes not to damage the reputation of klik-trip or to hack the proprietary data of the Platform in any way whatsoever, including after termination of the Agreement for any reason whatsoever.

7. Financial conditions

7.1. Remuneration and Payment Terms

In consideration of the Services rendered by klik-trip under this Agreement, klik-trip will receive a commission (the "Remuneration") equal to 12% of the total price realised by the Company with all Customers(s) identified through the Platform.

As part of its service, klik-trip provides a Customer payment management system, through a trusted third party partner.

The Customer will be charged, once the booking has been accepted by the Company.

Once the booking has been accepted, the Company's Service must be delivered. If for any reason, it is not, the Company will not be entitled to payment for the Company's Service(s).

If the booking is cancelled by the Customer, the Company's Terms and Condition will apply and klik-trip's Remuneration will entirely be due.

The Remuneration is automatically taken from the total amount paid by the Customer(s) once the Company has accepted a booking.

The remaining amount due for the Service, is transferred to the Company when the service has been delivered within a reasonable delay.

It is possible that the proposed Company's Services are adjusted following exchanges with the Customer. In this case, the Company will inform klik-trip about any adjustment made for compensation and the Remuneration will be adjusted accordingly though separate billing. This mechanism will similarly apply if the company contracts for a Service provided to a Customers identified by klik-trip for a listing that has not been published on klik-trip.

If requested, the Company must provide a certificate to the amount of turnover achieved, prepared by an independent chartered accountant.

The Remuneration constitutes a total, lump sum and final payment for all the Services and expenses of klik-trip under this Agreement. klik-trip will therefore not be entitled to any other remuneration, compensation or other payment in return for its services and compensation for expenses. In particular, klik-trip will deal with all its own personal costs, expenses and investments induced by the execution of the Agreement.

Notwithstanding anything to the contrary herein, klik-trip has the right to obtain reimbursement of expenses incurred in connection with the provision of its Services provided that they have been previously approved in writing by the Company.

All listings are published in Euros.

8. Duration of the Agreement

The Agreement is concluded for a fixed term of one year (1) from the date of its signature by both parties.

It shall be automatically renewed for one or more successive periods of one (1) year, except if a Party officially notifies the other Party in writing ensuring receipt by any means that it will no renew the Agreement, at least three months before the term of the Agreement.

9. Early Termination of the Agreement

Each Party may terminate the Agreement unilaterally and with immediate effect, in the event that the other Party has not remedied a material breach of any of its Agreement obligations or the obligations inherent in the activity, no later than 30 (thirty) days after the **notification** of the breach and indicating the intention to apply this clause, sent by any means with acknowledgment of receipt, without prejudice damages and interest that may be due to it.

This notice shall not apply in the event of irreparable default by nature, the Agreement may then be automatically settled upon receipt of the notification by the defaulting Party.

Intentional and repeated minor violations may constitute a just cause for resolution if they are the subject of successive written notifications by either Party, particularly in the case of non-compliance by the Company with minimum Company Service levels or proven Customer complaints.

In addition, the Agreement will be terminated automatically and immediately, without notice and without compensation on either side, without prejudice to any damages that may be claimed by the Parties in the event of termination of payment or activity, voluntary dissolution, amicable or judicial liquidation of one of the Parties.

10. General provisions

10.1. Applicable law and jurisdiction clause

The formation, interpretation, validity and performance of the Agreement are governed by French law.

In the absence of amicable agreement, any dispute concerning the formation, the interpretation, the validity and the execution of the Agreement will be the exclusive competence of the jurisdictions of the city of Grenoble (France).

10.2. Entire agreement

This Agreement, which expresses the entire agreement of the Parties with respect to its purpose, cancels and replaces all previous commitments, declarations, promises or agreements made between them in relation to this object.

10.3. Autonomy, adaptation and modification

If any provision of this Agreement is void, the relevant provision will not be enforced but the other terms of the Agreement will remain in effect.

The Parties shall use their best efforts to negotiate in good faith and with diligence any amendment to the Agreement that may be necessary, particularly in accordance with mandatory legal or regulatory provisions, or a final court decision.

In any event, and particularly in the case of the application of a mandatory rule, the spirit, purpose and useful effect of the Agreement must be taken into account as much as possible.

The Agreement may be amended only with the prior written consent of the Parties, in which case any modifications or derogations whatsoever will be annexed to the Agreement and will become an integral part thereof.

10.4. Waiver

Failure by a Party to avail itself of any of the provisions of the Agreement shall not be considered a waiver of its use.

10.5. Election of domicile

Each Party elects domicile at the address indicated at the beginning of the Agreement.

In the event of modification, the Party concerned shall inform the other Party without delay by written document with acknowledgment of receipt.

10.6. Fees

Each Party shall bear the fees and expenses of its respective lawyers, advisers, accountants and other experts, and all other expenses incurred in connection with the negotiation, preparation, signing and entry into force of this Agreement, and operations and agreements referred to therein.

11. Photo License Agreement

The Company guarantees that they are the author of the images and authorised to license the images for use by klik-trip. By this agreement, the Company grants permission to klik-trip to use, display, or publish their images in regards any promotion of klik-trip involving advertising, web site publication, or broadcast. This license is not transferrable to a third party and the Company remains the sole owner of the image's copyright. No transfer of intellectual property is made by this agreement.

In two original copies

The Company

[Company]
[Name of legal representative]
[title or position in company]
[date and place of signature]

Signature:

clik-trip

PALENTIS
BENAZZOUZ Karim
CEO

[Company]
[Name of legal representative]
[title or position in company]
[date of signature]
[place of signature]

Signature:

Appendix 1: Connecting Process

How does the platform work?

- Registration is free.
- Service proposal is free.

