

# tourradar™

## Marketplace Agreement

Between:

**TourRadar GmbH**

Siebenbrunnengasse 17/4, 1050, Vienna, Austria  
(the "**Booking Platform**")

and:

**Ancient Ireland Tourism, Ltd.**

94 The Ct, Petiswood Manor, Mullingar, Co. Westmeath, N91 E7P0, Ireland

(the "**Operator**", the Operator and the Booking Platform hereinafter also jointly referred to as the "**Parties**" and each as a "**Party**")

This Agreement (the "**Agreement**") is made as of the 30.11.2017, between the Operator and the Booking Platform. The Operator hereby appoints the Booking Platform as an intermediary solely for the purpose of collecting payments made by customers on behalf of the Operator under the following terms:

### 1. APPLICATION OF TERMS AND CONDITIONS

The general terms and conditions of Booking Platform ("**Terms and Conditions**"), as amended from time to time (the current version of which is attached hereto as Attachment A), shall apply to this Agreement. In case of any inconsistency or discrepancy between the provisions of this Agreement and the Terms and Conditions, the provisions of this Agreement shall prevail over the Terms and Conditions.

### 2. ONLINE MARKETPLACE

The Booking Platform owns [www.TourRadar.com](http://www.TourRadar.com), an online tour marketplace (the "**Marketplace**"), where customers (the "**Customers**") compare and book tours. Tours are bookable in 7 currencies (AUD, CAD, EUR, GBP, NZD, INR and USD) whereby the booking currency and price is based on the Customer's location. The Booking Platform is entitled to add more selling currencies in the future.

### 3. DUTIES OF THE OPERATOR AS PRODUCT SUPPLIER

3.1. The Operator is obliged to provide the Booking Platform with a full list of tours and ancillary services to be offered and sold by the Booking Platform (the "**Operator Services**"). The Operator can either provide the Booking Platform with an XML file or a feed from a reservation platform connected to the Booking Platform for all its trips, which must include a detailed day-to-day itinerary, trip notes, departure dates, pricing and seating availability (the "**Feed**"). The Operator is responsible to ensure that any changes of the Operator Services are immediately reflected in the Feed.

3.2. If the Operator does not have Feed, the Operator must update its Operator Services (including