

Partner contract for hotel properties

Between HotelCard AG | Okenstrasse 6 | CH-8037 Zürich and the partner hotel

Property name: _____

Street and street number: _____

Postcode, city: _____

Person in charge: _____

Position: _____

1. General contractual conditions

The General Terms and Conditions (GTC) form an integral part of this partner contract. These have been viewed and acknowledged by the accommodation and confirmed by the signature of the authorised representative.

2. Subject of the contract

HotelCard AG markets and arranges commission-free hotel accommodation in European countries, in particular in Switzerland. HotelCard AG does not charge the accommodation any costs for the cooperation. HotelCard AG bears the costs for the use of the Channel Manager connection via Bakuun, provided that HotelCard AG does not provide a direct Channel Manager interface. Costs incurred by other third-party providers are not covered by HotelCard AG. The accommodation provides HotelCard members with rooms at a discounted rate on the HotelCard AG platform.

3. Start and duration of the contract

This agreement shall enter into force upon signature of this agreement by the partner hotel and shall be valid **indefinitely** for the duration of the business relationship. It may be cancelled by the partner hotel in writing by post or e-mail with 30 days' notice to the end of the following month. The accommodation is obliged to honour bookings made by HotelCard members prior to the cancellation at the agreed conditions even after the end of the contract.

4. Number of discounted days & amount of discount

The partner hotel is obliged to provide rooms availability on at least 150 days within the next 270 days at the conditions agreed hereafter:

Total $\geq$ 110 calendar days with 30% discount on base price
plus
Total $\geq$ 40 calendar days with 50% discount on base price
For $\geq$ 1 room per calendar day

On all other calendar days: voluntary 10% discount on base price

The accommodation expressly undertakes to comply with the specified number of discounted days without exception. If availability with a 30% and/or 50% discount is offered for multiple room categories on the same day, the fulfillment of the required number of discounted days applies to that calendar day. The accommodation is free to provide more than the minimum required number of discounted days. The accommodation has the right to change the discount amount or availability for any date at any time, as long as the provision of the required number of discounted days remains guaranteed.

5. Definition of base prices

The base prices specified in the HotelCard extranet serve as the monetary basis for discounting. They are based on the daily updated rates (Best Available Rates, BAR) available on the hotel's own website. The base prices must not deviate by more than 5% from the Best Available Rates at any time or on any date. The comparison is based on identical room category, date, number of guests, cancellation policies, meal plans, and any additional offers or restrictions.

6. Use of the HotelCard tools for automating the number of discounted days

HotelCard AG offers free tools for automating the discount amount. If the accommodation uses the software tools developed by HotelCard AG to automate the discount amount, the previously described regulations regarding the minimum required number of discounted days no longer apply.

7. Price check

HotelCard AG regularly compares the compliance with the base prices and discounts against the prices listed on the hotel's own website and monitors adherence to the required number of discounted days. Accommodations found to have discrepancies are required to correct them immediately. In the case of repeated deviations from the above-mentioned minimum requirements, HotelCard AG reserves the right to temporarily suspend or terminate the collaboration with the accommodation at any time.

8. Free marketing services

Accommodations with high availability, regularly updated base prices, and a high number of days with a 50% discount will be given priority in the search results on the HotelCard AG website and will receive preference for marketing services provided by HotelCard AG. The marketing services offered by HotelCard AG are free of charge unless otherwise agreed.

9. Free partner HotelCards

After signing the partnership agreement, the accommodation is entitled to receive two free Partner HotelCards, which are provided by HotelCard AG for the hotel's use. These cards may only be used by active employees of the accommodation. The Partner HotelCards will automatically renew for an additional 12 months and remain free of charge for the accommodation even after renewal. Upon termination of the partnership agreement, all Partner HotelCards provided to the accommodation will lose their validity. It does not matter which party initiates the termination.

The authorized representative of the hotel agrees:

City, date:

Company stamp and
valid signature:

Postcode, city:

Surname, first name in
block letters:

General Terms and Conditions (GTC)

1. Preliminary notes

HotelCard AG, Okenstrasse 6, CH-8037 Zurich (hereinafter: HotelCard) markets and brokers hotel accommodation in European countries, in particular in Switzerland. Members of HotelCard AG receive a HotelCard in physical or digital form as proof of membership. HotelCard AG authorises its members (hereinafter: guest/guests) to book hotel accommodations at a discounted price in accordance with the provisions set out in paragraph 4 of the GTC and the following provisions.

The contractual relationship between HotelCard AG and the guest is governed exclusively by the General Terms and Conditions (GTC) for the purchase and use of the HotelCard and for the purchase and redemption of HotelCard vouchers.

2. Scope of validity

These General Terms and Conditions of HotelCard AG (hereinafter: GTC) form an integral part of the partner contract between HotelCard AG and the accommodation / tourism business (hereinafter: accommodation). By registering the accommodation via the HotelCard AG homepage, the accommodation agrees to the GTC.

3. Booking process

The guest can find out via the HotelCard AG portal (www.hotelcard.ch or www.hotelcard.com) and/or by enquiring directly at the desired accommodation whether the accommodation offers overnight stays that can be booked at a discount as a result of purchasing the HotelCard.

Bookings can be made either via the HotelCard AG portal or by direct enquiry to the accommodation. The accommodation has the right to decide for itself whether bookings may be made exclusively via the HotelCard AG portal or additionally by direct enquiry by telephone or e-mail to the accommodation. Bookings are confirmed by the accommodation for the attention of the guest. With the confirmation of the booking, an accommodation contract is concluded

between the accommodation and the guest, to which the GTC of the accommodation apply.

4. Rights and obligations of the accommodation

HotelCard AG acts as an intermediary between the guest and the accommodation. The accommodation contract and all ancillary service obligations arising from the accommodation contract exist exclusively between the guest and the accommodation.

HotelCard AG displays the offers of the accommodation on its own portal and offers the guest the opportunity to make a booking via the portal for the attention of the accommodation. The booking is automatically sent to the accommodation for further processing.

The accommodation is obliged to provide HotelCard AG with all information and documents necessary for the reproduction of the accommodation offers. In particular, this includes details of the accommodation (pictures, photos, features, etc.), the type of room offered, prices and availability.

The accommodation is responsible for ensuring that its offers (in particular prices and the type and availability of the rooms to be booked) and all other information on the HotelCard extranet or in the channel management system, depending on which management system the accommodation uses, are up to date. The accommodation is obliged to inform HotelCard AG immediately of any (suspected) misuse of access to the HotelCard extranet or the channel management system.

The accommodation is obliged to check the authorisation (comparison with identity card) and validity of the guest's HotelCard on arrival. The guest's HotelCard must be valid for the entire duration of the stay.

The accommodation is obliged to instruct the staff and/or employees working at the accommodation as well as third parties who are in contact with guests about the HotelCard and the associated rights and obligations of the guest.

The accommodation is obliged to post the hotel's own cancellation conditions on the HotelCard extranet for the respective room type.

If the accommodation manages the HotelCard availabilities on the HotelCard extranet, it is **obliged to confirm any bookings made by a guest within twelve hours. The accommodation is obliged to accept the guest's booking (i.e. to make the booking), provided that a corresponding offer was available on the HotelCard AG portal at the time of booking.**

The conditions published on the HotelCard AG portal at the time of booking are binding for the accommodation. The guest may not be charged a higher price by the accommodation than was offered at the time the booking was made.

5. Rights and obligations of HotelCard AG

HotelCard AG provides the accommodation with an online-based platform (so-called HotelCard extranet) on the HotelCard AG portal. The HotelCard extranet provides the accommodation with an individual password-protected area for managing and updating the services offered by the accommodation. The user name and password for the HotelCard extranet must be treated as strictly confidential by both HotelCard AG and the accommodation. In addition, HotelCard AG provides the accommodation with the option of a connection via so-called channel management systems. The accommodation is not entitled to a connection to the channel management system used by the accommodation.

HotelCard AG is obliged to maintain its own portal and the HotelCard extranet. Any maintenance work must, if possible, be carried out at off-peak times. With regard to the HotelCard extranet, HotelCard AG shall not be liable for temporary interruptions to functionality and/or access of any kind. HotelCard AG undertakes to rectify such functional and/or access interruptions as quickly as possible.

HotelCard AG is permitted to use image and text material to which the accommodation has trademark and/or copyright or other rights in the context of the presentation of the accommodation. In particular, the reproduction, distribution, modification, editing and/or publication of such material is also permitted. HotelCard AG is authorised to use the name and images and other details of the accommodation, as well as all trademarks belonging to the accommodation, for its own marketing purposes.

6. Accommodation contract

In the case of hotels that are connected to the HotelCard AG portal via a channel management system, the accommodation contract between the accommodation and the guest is concluded immediately after the guest has made a booking on the HotelCard AG website. In the case of hotels that manage availability and prices via the HotelCard AG extranet, the accommodation contract is concluded at the time the accommodation sends the booking confirmation to the guest. The accommodation undertakes to implement the provisions of the partner agreement, including these GTC, when drafting the accommodation contracts.

The accommodation is not entitled to the provision of technical functionality by HotelCard AG that guarantees the secure or encrypted transmission of the guest's credit card details to the accommodation. Once the accommodation contract has been concluded, the accommodation has the right to send the guest a link by e-mail that guarantees the secure or encrypted transmission of the guest's credit card details in accordance with PCI compliance. The guest's credit card details can be used to guarantee the booking and to pay part or all of the stay. The accommodation undertakes to inform the guest in detail about the payment methods used before the booking is made and in the reservation confirmation.

Apart from the costs, extras and fees specified in the booking confirmation, the accommodation shall not charge the customer any processing fees or administrative costs (irrespective of the guest's means of payment).

If the booked offer is no longer available, although it was offered on the HotelCard AG portal, the accommodation is obliged to inform the guest immediately after becoming aware of this cancellation of availability. The accommodation is obliged to offer alternative solutions of equal or better quality. Any additional costs shall be borne by the accommodation without exception.

If it only becomes apparent upon the guest's arrival at the accommodation that the booked room is no longer available, the accommodation is obliged to immediately organise nearby alternative accommodation, the quality of which must be at least equivalent to or better than the originally booked accommodation. Any additional costs shall be borne without exception by the

accommodation originally booked by the guest.

Complaints management in relation to services under the accommodation contract is the sole responsibility of the accommodation. HotelCard AG has the right to support guests in protecting their interests against the accommodation in any way. HotelCard AG may support the accommodation in protecting its interests against the guests, but is not obliged to do so.

7. Management of room availability and prices

The correct management of room availability and prices (both via the extranet and via channel management systems) is the sole responsibility of the accommodation. The accommodation is fully liable for the accuracy of all data entered and is responsible for updating its room availability and rates on an ongoing basis.

HotelCard members can book a maximum of three consecutive nights with a 30% or 50% discount. When booking subsequent consecutive nights beyond this, the discount is automatically reduced to 10%, irrespective of the discount actually offered by the accommodation. The accommodation may, on a voluntary basis, waive the restriction of offering a maximum of three consecutive nights with a 30% or 50% discount.

The number and type of room categories offered can be freely selected by the accommodation. The lowest price offered on the HotelCard AG portal should be at least 20% cheaper than the lowest available price of the accommodation on the same date on the hotel's own website, irrespective of the room category, but taking into account the identical cancellation conditions, number of guests and catering. Exceptions to this are days on which only a 10% discount is offered or on days with no availability.

If a guest or HotelCard AG proves that the price provisions pursuant to this section have not been complied with by the accommodation, the accommodation is obliged to charge the guest only the lower price or the price to which the guest would have been entitled. In addition, the accommodation must immediately reduce the offer on the HotelCard extranet to the corresponding amount. An increase in the price offered directly or indirectly by the

accommodation does not release the accommodation from the obligation to adjust the offer with the corresponding price on the HotelCard Extranet or to reduce the price of the previous offer published on the HotelCard Extranet.

8. HotelCard vouchers

The accommodation undertakes to accept valid HotelCard vouchers as a means of payment without restriction at the time of redemption. HotelCard AG undertakes to inform the accommodation about the handling, redemption and refund process and to ensure access to the necessary software portal for the administration of the HotelCard vouchers.

HotelCard vouchers are equivalent to cash. No commissions or other fees or costs are incurred by the accommodation when redeeming the HotelCard vouchers. This does not apply to individualised HotelCard vouchers offered directly by the accommodation, which are offered on the HotelCard website and are only valid in a specially designated HotelCard partner hotel that is mentioned by name on the HotelCard voucher.

The HotelCard vouchers can be redeemed for any services offered by the accommodation (accommodation, meals and all other additional services offered by the accommodation). The accommodation can check the income from HotelCard vouchers at any time on the E-Guma website (e-guma.ch). HotelCard AG works together with E-GUMA to handle the HotelCard vouchers. Processing relating to the verification and redemption of HotelCard vouchers takes place exclusively via the E-Guma software portal.

Redemption conditions: The following conditions must be checked by the accommodation.

The responsibility for checking these conditions lies exclusively with the accommodation. HotelCard AG cannot be held responsible in any way for the accommodation's failure to check the redemption conditions.

If the following conditions are not met, the accommodation may refuse to honour the HotelCard vouchers:

- The accommodation must be an active partner hotel of HotelCard AG at the time of booking (not at the time of the stay).
- Guests do not have to be in possession of a valid HotelCard in order to redeem a HotelCard voucher. The hotel booking

does not necessarily have to be made via HotelCard and a valid HotelCard membership is not mandatory.

- Guests must have booked a stay in the accommodation of at least one night before redeeming HotelCard vouchers.
- The HotelCard voucher must be presented upon redemption, either in physical or digital form.
- The voucher can be used for one or more payments.
- Cash payments, refunds and exchanges of HotelCard vouchers are not possible.

Redemption process:

- HotelCard vouchers can be redeemed online at e-guma.ch or with the E-Guma app on your smartphone by scanning the QR code.
- HotelCard vouchers must be accepted when redeeming the entire voucher balance (as a receipt for the accommodation). In the case of partial redemption, the accommodation should make a copy of the HotelCard voucher and then return the original HotelCard voucher to the guest.
- In the event of a partial redemption of the HotelCard voucher, the guest must be able to see on the invoice what amount has been deducted from the HotelCard voucher. The remaining balance should be handwritten on the HotelCard voucher, together with the date of redemption.
- Validation of the HotelCard vouchers via the E-Guma application must take place before acceptance and is the responsibility of the accommodation.
- HotelCard vouchers may be credited towards all services consumed at the accommodation, in particular accommodation, catering and treatments in the wellness area.

Billing and repayment: The amount redeemed will be refunded in full, provided the above conditions are met. HotelCard AG will pay out 100% of the monthly redeemed amount of all HotelCard vouchers to the accommodation within a maximum of 35 days at the beginning of the next month. The monthly billing information will be sent to the accommodation at the end of the current month to an e-mail address defined by the accommodation. HotelCard AG will check the validity of the redemptions once a month. HotelCard AG may refuse payment if they are not valid.

Hotels in the euro zone: When redeeming HotelCard vouchers, the accommodation must

convert them at the current exchange rate. The monthly payment by HotelCard AG is made in Swiss francs.

Data privacy: The following data (name of the hotel, website address, e-mail, language, address, telephone and IBAN number) are entered into the Idea Creation GmbH voucher system (E-GUMA). The privacy policy of Idea Creation GmbH applies there.

In addition, the data protection policy of HotelCard AG applies, as the purchase is processed via the HotelCard webshop.

9. Extraordinary termination

HotelCard AG is entitled to terminate the contract extraordinarily and without notice if (1) the accommodation does not comply with the conditions set out in section 4 of the partner contract, or (2) the accommodation does not update the information on the HotelCard extranet despite three requests to do so, or (3) the accommodation is in bankruptcy, or (4) HotelCard AG receives multiple serious complaints from its customers in quick succession.

HotelCard AG is entitled to temporarily suspend its services to the accommodation under this agreement if (1) the accommodation does not update its offers on the HotelCard extranet, publishes misleading or inadequate information on the HotelCard extranet, or (2) the accommodation does not respond to a guest's booking in a timely manner, or (3) the accommodation charges the guest a price that is too high, or (4) HotelCard AG repeatedly receives complaints from guests regarding the accommodation, or (5) the accommodation behaves inappropriately and/or unprofessionally towards the guests.

10. Liability, indemnification and settlement

The liability and/or warranty of HotelCard AG arising from the partner contract is excluded to the extent permitted by law. In particular, HotelCard AG is not liable for its auxiliary persons.

HotelCard AG excludes all liability in relation to the functionality and/or operation of its portal, including the HotelCard extranet. In particular, it does not grant the accommodation any minimum number of bookings and/or minimum number of overnight stays by guests in the accommodation.

Under no circumstances shall HotelCard AG be liable for non-performance or poor performance of the accommodation contract by the accommodation and/or the guest. If HotelCard AG feels compelled to make a payment or take other measures in favour of the guest or a third party as a result of (presumed) non-performance or poor performance of the accommodation contract by the accommodation, the accommodation shall be obliged to fully indemnify HotelCard AG without further ado.

Subject to the provisions above, each contracting party shall bear its own costs incurred as a result of non-performance or poor performance of this agreement. In particular, compensation for damages in the event of business interruption (loss of profit) and/or compensation for indirect damage shall not be owed. The provisions of civil procedure regarding the reimbursement of court costs and party compensation remain reserved.

Should the accommodation be entitled to claims of any kind against HotelCard AG, the accommodation waives the right to offset its claims against those of HotelCard AG (**waiver of offsetting**), unless the offsetting takes place with the written consent of HotelCard AG.

11. Code of conduct

HotelCard and its partners adhere strictly to the following ethical and moral principles of behaviour:

- We act in a responsible, fair, courteous and respectful manner.
- We act with integrity and comply with all general laws and relevant internal and external rules and regulations.
- We act responsibly towards society, with due respect for other cultures and opinions.
- We are aware that an intact environment is a fundamental issue in connection with travel and holidays and take care to maintain a healthy environment.
- We keep the importance of sustainable tourism in focus and we develop and determine ways and means to achieve this within our sphere of influence.
- We adhere to the rules of good business practice.

12. Severability clause

Should a provision of this contract or a supplement to this contract be or become

invalid, this shall not affect the validity of the remainder of the contract. The contracting parties shall replace the invalid provision with a valid provision that comes as close as possible to the intended economic purpose of the invalid provision. The same applies to any loopholes in the contract.

13. Other provisions

This contract replaces all previous contracts, agreements or other arrangements. Any verbal agreements are replaced in full by this partner agreement.

14. Amendment of the GTC

HotelCard AG has the right to amend these GTC. In the event of significant changes and amendments to the GTC that are detrimental to the accommodation after conclusion of the contract, the accommodation will be informed of the changes and amendments by e-mail. If the amendments and adjustments are detrimental to the accommodation, the accommodation may terminate the contract before the amendment or adjustment comes into force. **If the accommodation fails to do so, it accepts the changes. The new GTC shall thus fully replace the GTC that were previously in force.**

15. Applicable law and place of jurisdiction

Subject to other statutory provisions, the agreements in connection with these GTC shall be governed exclusively by Swiss law. The place of fulfilment, place of debt collection, the latter only for persons domiciled abroad, and exclusive place of jurisdiction for all disputes arising in connection with this agreement is Zurich, unless otherwise stipulated by civil procedure law.

Valid as of 15.07.2026

HotelCard AG