2027 TOUR OPERATOR AGREEMENT

TERMS AND CONDITIONS

Valencia, …… …… 20__

This Tour Operator Agreement is entered into by and between:

Club de Golf El Bosque, with registered address at Ctra. Godelleta km 4, 46370 Chiva, Valencia, Spain, and Tax ID (CIF) G-98499452, and[……..], a company with registered address at […… ……..] and Tax ID number [……] (hereinafter, the "TO")

Whereas Club de Golf El Bosque is the operator of the golf course known as "El Bosque", located in Chiva; Valencia —Spain— (hereinafter, the "Course"); and,

Whereas TO is a company specialised, among other activities, in the retail sale of golf and accommodation bookings. It is in the common interest of the "Course" and TO (hereinafter, the "Parties") that TO sell golf experiences and services to its clients under the pricing terms and conditions set out herein.

Therefore, the Parties have agreed to enter into this Agreement, which shall be binding upon them, on the basis of the following:

CLAUSES

1. Purpose of the Agreement. Commercialisation of the service

1.1. TO is authorised to act as a retail seller of golf experiences and services at Club de Golf El Bosque. TO shall pay the "Course", as the purchase price for each booking requested and confirmed in accordance with the procedure set out in section 3 below, the **"Tour Operator Rate"**, which **does not include VAT** and shall follow the specifications below:

Rate	Low Season	High Season
Monday to Thursday	80 €	88 €
Friday to Sunday and public holidays (non-commissionable rates)	135 €	

Seasons:

Low	January, February, July, August and December
High	March, April, May, June, September, October and November
Holidays	6 January, 29 March, 5 April, 12 October, 1 November, 6 and 8 December

Note: only holidays falling Monday to Thursday are listed, as those coinciding with Friday, Saturday or Sunday are already covered by the weekend rate. This includes both local public holidays for 2027 (22 January and 5 April); the first falls on a Friday and therefore requires no separate mention.

The Tour Operator Rate is a non-negotiable preferential purchase price offered to TO for bookings made by TO directly with the Golf Course, provided that end clients meet the admission criteria established by the "Course" from time to time. Accordingly, should TO sell to clients who do not meet the approved admission

criteria, the “Course” shall not be obliged to apply the Tour Operator Rate. Any amount owed by TO shall be settled in accordance with the provisions of section 6.

As consideration for the sale of any confirmed golf booking, TO shall itself charge the retail price it may agree with its clients, which may never exceed the Rate published on the “Course” website.

The Tour Operator Rate and the Discount agreed between the Parties under this Agreement are confidential, and the Parties are prohibited from disclosing them in any form (whether in whole or in part).

1.2. This Agreement does not grant TO exclusivity to make bookings at the “Course”. Accordingly, the “Course” is free to enter into agreements with other TOUR OPERATORS, agencies, retailers or individuals for the sale of golf bookings.

1.3. To ensure consistency with the corporate image and the integrity of information provided to end clients, any publication by TO regarding the “Course” and/or its rates (specifically the Brochure, but also any other brochures, marketing materials, web content, newsletters, etc.) must be approved by the “Course” prior to publication.

2. Term

2.1. The term of this Agreement (the "Term") shall commence on on January 1, 2027 and shall last for 12 months from the date. This Agreement shall automatically renew each year, unless either party terminates it by written notice with one month's prior notice.

2.2. The “Course” shall be entitled to terminate this Agreement without cause, at any time and without having to pay any penalty, by written notice to TO with one (1) month's prior notice. In such case, the Term shall end on the termination date notified by the “Course” to TO. Notwithstanding the foregoing, the “Course” shall honour bookings made and confirmed in accordance with the provisions of this Agreement until the effective expiry date of this Agreement.

3. Booking system

3.1. **TO shall preferably make GOLF bookings online.** Bookings are subject to availability and the “Course” is under no obligation to reserve any specific number of bookings for TO's clients.

3.2. **The “Course” shall confirm the booking by email immediately** to the email address indicated in section 12.

3.3. **TO has a 12-month booking window**, meaning TO is entitled to sell bookings up to 12 months in advance. Any booking requested more than 12 months in advance shall not be considered by the “Course” unless the “Course” specifically confirms otherwise to TO in writing.

3.4. **All bookings and cancellations should preferably be made online** via the following link:

Bookings - Club de Golf El Bosque (golfmanager.com)

3.5. **Changes to bookings that have already been confirmed** must be made by contacting golf.office@elbosquegolf.com

4. Playing conditions and player admission criteria

TO shall inform all its clients of the playing conditions in force at any given time. Such conditions shall, at a minimum, include the following:

1. The required dress code is smart golf attire: i.e., a collared shirt, tailored shorts, trousers or skirt, soft-spike shoes or shoes specifically designed for playing golf

2. Golfers under eighteen (18) years of age may not drive buggies

3. Golf professionals joining a group must obtain prior approval from the “Course” to enjoy a discounted rate

4. Any request for golf lessons on the course or at the practice facilities must be approved by the “Course” at the time of booking

5. Golfers must respect the rules of the “Course”, which are available to the public at the golf shop

5. Payment

Bookings shall be paid in advance, at the time of booking.

TOs operating on credit terms must provide the “Course” with a credit card to process and guarantee bookings.

6. Cancellation policy

6.1. **Cancellations or reductions in the number of players** shall operate as follows:

- **More than 48 hours before arrival – No charge**
- **Within 48 hours of notice, the full charge shall apply**

Any amount that must be refunded by the “Course” under this cancellation policy shall be refunded via the same payment method used for the original booking, within 15 days of the cancellation.

6.2. In the event of weather conditions severe enough to prevent play, the “Course” may issue players a Rain Check voucher, valid for one year from the date of issue.

7. Liability

The “Course” shall not be liable for any failures caused by negligence or oversight on the part of TO, or by unforeseeable circumstances beyond its reasonable control. Likewise, the “Course” shall not be liable for any damages or losses caused to third parties as a result of TO's breach of any of its obligations under this Agreement.

8. Breach

Breach of any of the foregoing clauses shall be sufficient grounds for termination of this Agreement and cancellation of all confirmed bookings.

9. Assignment

TO may not assign or transfer any of its rights under any circumstances, except with the prior written consent of the “Course”.

10. Governing law and jurisdiction

This Agreement shall be governed by Spanish law, and the Parties agree that any dispute arising from this Agreement shall be resolved by the courts of Valencia (Spain).

11. Data protection

Each Party shall process the personal data of the other Party's representatives, the personal data of individuals acting as points of contact, and any other personal data provided in the course of the contractual relationship in order to manage it, including the names of the clients on whose behalf a booking is made. Such personal data shall be used exclusively to manage the legal relationship between the Parties and for the purposes of this Agreement for as long as it remains in force. Once terminated, the Parties may retain such personal data, duly blocked, for the period established under applicable law in order to address any liabilities that may arise from the contractual relationship governed by this Agreement.

Both Parties undertake to provide this information to all individuals whose personal data is processed by the other Party in connection with this Agreement.

In particular, TO warrants:

(i) that it may lawfully provide the personal data referred to in this clause (specifically that of its clients) for the purpose of managing the contractual relationship, and that it has obtained the consent of the data subjects, or has another sufficient legal basis to process the Personal Data, and has in any event provided them with the necessary information; and

(ii) that it complies with the principles set out in Article 5 of the GDPR in relation to Personal Data (lawfulness, fairness and transparency, purpose limitation, data minimisation, accuracy, storage limitation, and accountability)

(iii) Data subjects whose personal data is processed under this Agreement may exercise their rights of access, rectification, erasure, objection, restriction and portability by sending a written communication accompanied by a copy of their ID document or equivalent, indicating the right they wish to exercise. Should they not receive a satisfactory response, they may file a complaint with the Spanish Data Protection Agency (Agencia Española de Protección de Datos).

12. Contact and banking details

TO Contact Details	
Name:	
Contact person:	
Address:	
Phone:	
Contact email:	
Accounts email:	
Website:	
Tax ID:	

TO Credit Card	
Card type (Visa, Mastercard):	
Credit card number:	
Expiry date:	
Cardholder name:	
CVV:	

El Bosque Tax and Banking Details	
Name	**Club de Golf El Bosque**
Tax ID (CIF)	**G-98499452**
Phone	**Tel. +34 96 180 80 09**
Bank:	**Banco Sabadell**
Account number:	**00811519360001175921**
Address:	**Ctra. Godelleta Km 4, Ur. El Bosque, Chiva**
IBAN	**ES02**
SWIFT	**BSABESBBXXX**

In witness whereof, both parties sign this document, in two original counterparts, at the place and on the date indicated above:

For El Bosque

Name and signature: Guillermo Goiria

For TO

Name and signature: