

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on the Effective Date (defined below)

BY AND BETWEEN: eDreams ODIGEO – the company with the registered office and registration details, as specified below, (hereafter mentioned as “eDreams ODIGEO”) on the one side,
and
the Company – the company with the registered office and registration details, as specified below, (hereafter mentioned as “the Company”) on the other side,
Each a “Party” or together the “Parties”

WHEREAS:

The Parties wish to explore a potential business opportunity of mutual interest in respect of certain products or services offered by the Company (the “Purpose”), and in connection with the Purpose, each Party may disclose to the other certain technical, proprietary and business information that the Disclosing Party desires the Recipient (each term defined below) to treat as confidential.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS

1. Definitions: In this Agreement, the following words shall have the following meanings:

“**Confidential Information**” means information that is disclosed to a Recipient that is a) conspicuously marked “confidential” or is similarly designated, or b) is disclosed in a manner or is of a type that the Recipient should reasonably understand under the circumstances to be considered confidential or proprietary. Confidential Information for eDreams shall always include Prime Information whether marked confidential or not. Confidential Information shall include the existence of this Agreement and any possible business relationship between the Parties, and, *inter alia*, any information relating to products and services, pricing, commercial offers and details, business plans, customers and end users, marketing, strategies, forecasts, technical or other information, (including but not limited to information retained on all types of medium including written, diagrammatical, plans or other storage medium) relating to the Purpose whether disclosed in writing, orally or by any other means to one Party (“**Recipient**”) by the other Party (“**Disclosing Party**”), whether before or after the date of this Agreement, but shall exclude any information which:

(i) Is or becomes publically known or generally available in the public domain other than as a result of Recipient’s breach of this Agreement; or

(ii) Is already in the possession of the Recipient on a non-confidential basis, as evidenced by records, or becomes available on a non-confidential basis from a source other than the Disclosing Party that is not prohibited from disclosing such information by any contractual, legal or fiduciary obligation;

(iii) the Recipient can show was independently developed by or for the Recipient at any time without the use of Disclosing Party’s Confidential Information as documented by Recipient;

“**Affiliate**” means a corporation or other entity, now or hereafter, directly or indirectly, owned or controlled by, or owning or controlling, or under common control with one of the Parties, but such corporation or other entity shall be deemed to be an Affiliate only so long as such ownership or control exists. For purposes of this definition “control” of a corporation or other entity shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a corporation or other entity.

“**Authorised Persons**” means employees, staff members, management, professional advisors, consultants, agents, authorised third parties of affiliates of the Recipient.

“**Effective Date**” means the latest date signed by the Parties below.

“**Prime Information**” shall mean any information relating to any subscription models offered by eDreams and its Affiliates, such as Prime, including *inter alia* information regarding booking funnels, pricing displays, customer behaviour or preferences, pricing models, financial information, and forecasts.

2. Non-Use and Non-Disclosure: Each Party agrees a) not to use any Confidential Information of the other Party unless it is in respect of the Purpose and b) to not disclose any Confidential Information of the other Party, subject to the exceptions set out at this Section 2 and Section 3 below. A Recipient may disclose the other Party’s Confidential Information to those who are required to have the information in order to evaluate or engage in discussions concerning the Purpose. Nothing in this Agreement shall prevent a Recipient from disclosing the Disclosing Party’s Confidential Information where it is obliged to do so under any applicable rule of law or is requested by any governmental, taxation or regulatory authority entitled by law to disclosure of the same or in connection with proceedings before a court of competent jurisdiction. In such circumstances, Recipient shall, if permitted to do so, notify the Disclosing Party of same and take such steps as available disclose only the minimum amount of information consistent with satisfying its obligation to disclose.

3. Maintenance of Confidentiality: Each Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and the unauthorized use of the other Party’s Confidential Information. Without limiting the foregoing, each Party shall exercise no lesser security measures and degree of care than it applies to its own Confidential Information, but in no case less than reasonable care. Each Party shall ensure that its Authorised Persons who are provided access to the other party’s Confidential Information have signed a non-use and non-disclosure agreement in content similar to the provisions of this Agreement or are otherwise legally obligated not to disclose such Confidential Information, prior to any disclosure of Confidential Information to such Authorised Persons. No Party shall make any copies of the other Party’s Confidential Information except as strictly required for the Purpose. Each party shall reproduce the other Party’s proprietary rights notices on any such authorized copies, in the same manner in which such notices were set forth in or on the original. A Party receiving Confidential Information shall promptly notify the

Disclosing Party of any use or disclosure of such Confidential Information in violation of this Agreement of which the Recipient becomes aware.

4. Term: This Agreement comes into effect on the Effective Date and shall remain in full force and effect for a term of 5 years unless either Party terminates this Agreement earlier by giving the other party thirty (30) days written notice of its intention to terminate this Agreement. The obligations of this Agreement will continue from the date of disclosure to the Recipient until the fifth anniversary of the disclosure; provided, however, that to the extent the Disclosing Party has disclosed information to the Recipient that constitutes a trade secret under law, the Recipient agrees to protect such information for so long as it qualifies as a trade secret under applicable law.

On termination of this Agreement, the Parties shall return to the other or destroy (as instructed by the Disclosing Party) all of that other Party's Confidential Information and any copies or extracts thereof. All Confidential Information held in electronic form shall be expunged and uninstalled from any computer or similar device in which it is stored. If requested, a party shall certify in writing signed by an authorised representative that it has returned all Confidential Information.

5. Limitations and Warranty: The Disclosing Party warrants its right to disclose its Confidential Information to the Recipient and to authorize the Recipient to use it for the Purpose. Each of the signatories below is authorised and competent to enter this Agreement on behalf of the relevant Party. The Recipient acknowledges that Confidential Information is disclosed on an "as is" basis. In no event shall the Disclosing Party be liable for the accuracy or completeness of any Confidential Information. The Disclosing Party gives no warranties, whether express or implied including any implied warranties of satisfactory quality and fitness for a particular purpose with respect to the Confidential Information.

6. Disclaimer: All rights in the Confidential Information are reserved by the Disclosing Party and no rights or obligations other than those expressly contained in this Agreement are granted or to be implied. In particular, nothing in this Agreement is intended to grant any rights to either Party under any patent, mask work right, copyright, trade secret or other intellectual property right of the other Party, nor shall this Agreement grant any Party any rights in or to the other party's Confidential Information or any copies thereof. Nothing in this Agreement or its operation shall constitute an obligation on either Party to enter into any business relationship or to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Purpose. Nothing in this Agreement shall preclude, impair or restrict either Party from continuing to engage in its business.

7. Waiver: Any failure to exercise any right or remedy available to a Party does not limit that Party's rights to exercise that or any other right or remedy. Any waiver or variation of the

terms of this Agreement must be in writing and signed by both Parties.

8. Enforceability: This Agreement is for the benefit of both Parties and is enforceable by either Party. Otherwise, this Agreement is not intended by the Parties to create any rights enforceable by any person who is not a party to this Agreement.

9. Remedies: Each party agrees that a breach or threatened breach of this Agreement may cause irreparable injury to the other party and that money damages may not provide an adequate remedy for such breach or threatened breach. Both Parties hereby agree that, in the event of such a breach or threatened breach, the non-breaching Party will also be entitled to seek equitable relief, including injunctive relief and specific performance. The Parties' rights under this Agreement are cumulative, and a Party's exercise of one right shall not waive the Party's right to assert any other legal remedy.

10. Severability: If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law or otherwise, such provision (or part) shall to that extent be deemed not to form part of this Agreement but the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

11. Assignment: Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without prior written consent of the other Party. Any assignment of this Agreement shall not relieve the assignor of its confidentiality obligations set forth in this Agreement. Notwithstanding the foregoing, eDreams Odigeo may assign this Agreement or rights granted to an Affiliate without the consent of the other Party.

12. Governing Law and Jurisdiction

(a) This Agreement and any disputes or claims arising out of, or in connection with, its subject matter, arising between the Parties, are governed by and construed in accordance with Spanish law.

(b) The courts of Barcelona (Spain) shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation and any disputes or claims in connection with any non-contractual obligations arising between the Parties.

(c) Without prejudice to the provisions of Section 12 (b), should either Party seek injunctive relief as provided for in Section 9, the Parties shall have the option to apply for it in any Court that may be competent. Legal proceedings by a Party in any one or more jurisdictions shall not preclude legal proceedings by it in any other jurisdiction, whether concurrently or not.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Purpose and supersedes all prior written and oral agreements between the parties regarding the Purpose. No provision of this Agreement may be amended or otherwise modified except by a writing signed by the Parties to this Agreement.

EXECUTION

The Parties have shown their acceptance of the terms of this Agreement by executing below.

SIGNED by eDreams ODIGEO:

[Company name] _____
[Registered office] _____
[Registration / VAT number] _____
[Name / Position] _____
[SIGNATURE] _____
[Date] _____

SIGNED by the Company:

[Company name] _____
[Registered office] _____
[Registration / VAT number] _____
[Name / Position] _____
[SIGNATURE] _____
[Date] _____