



General Terms and Conditions

between providers (hereinafter "PROVIDER") and TrekkSoft AG, Hauptstrasse 15, 3800 Matten near Interlaken, Switzerland (hereinafter "TREKKSOFT") as a commercial agent.

PROVIDER commissions TREKKSOFT with arranging and concluding contracts, e.g. in the field of tourist excursions, activities, accommodation and undertakings around the world (hereinafter "SERVICE") with end customers (hereinafter "CUSTOMERS"). The offer of PROVIDER includes e.g. guided trekking tours, walking tours, sightseeing bus tours, canal navigation, sightseeing tickets, accommodation, hotels and/or other services. For purposes of distribution, contracting and settlement, TREKKSOFT operates website(s), apps, tools, platforms and/or other facilities (hereinafter "PLATFORM") on or via TREKKSOFT is able to offer its SERVICES to CUSTOMERS to book from PROVIDER. In addition to CUSTOMERS, TREKKSOFT's commercial subcontractors can also access the PLATFORM for the reservation of SERVICES from PROVIDERS.

TREKKSOFT makes the PLATFORM available to PROVIDERS to enable TREKKSOFT to offer to CUSTOMERS the SERVICE of PROVIDERS and to work towards the conclusion of contracts between CUSTOMERS and PROVIDERS. In doing so, the PROVIDERS commission TREKKSOFT as a sales representative and authorizes TREKKSOFT independently to handle the initiation and the conclusion of the contract in relation to the brokered SERVICE in the name and on behalf of the PROVIDERS as its representative with the CUSTOMER via the PLATFORM. At the same time, the PROVIDERS allow TREKKSOFT to appoint subcontractors. At no time TREKKSOFT shall become a contracting party with regard to the respective SERVICE that the PROVIDERS provide to the CUSTOMER. TREKKSOFT accepts this order under these CONTRACTUAL TERMS.

On this basis, the parties agree the following:

1. Scope of these General Terms and Conditions for PROVIDERS

These terms and conditions apply to all PROVIDERS (hereinafter "CONTRACT TERMS" or "CONTRACT") that offer CUSTOMERS their SERVICE via the PLATFORM, and only regulate the relationship between PROVIDERS and TREKKSOFT. The relationship between the CUSTOMER and the PROVIDER is not the subject matter of these CONTRACTUAL TERMS, but solely the subject matter of the contracts and the individual general terms and conditions of the respective PROVIDER with the respective CUSTOMER. Although PROVIDER is responsible for the legal inclusion and content of its



individual terms and conditions in the contract with CUSTOMER, TREKKSOFT undertakes to ensure that the general terms and conditions of each PROVIDER are duly reflected in the booking process with the respective CUSTOMER and not allow the CUSTOMER to book without first agreeing to the PROVIDER's general terms and conditions. The relationship between TREKKSOFT and CUSTOMER is subject to TREKKSOFT's terms and conditions with CUSTOMER. The relationship between TREKKSOFT and subcontractors, if applicable, is subject to separate contractual arrangements.

2. PROVIDER registration

2.1. Upon registration on the PLATFORM the PROVIDER is entitled to offer its SERVICE via the PLATFORM. In the course of the registration on the PLATFORM the PROVIDER accepts the CONTRACT TERMS. By clicking on the "I agree to the Terms of Use" button, PROVIDER confirms that it has read and understood the CONTRACT TERMS and agrees to abide by the CONTRACT TERMS and declares and warrants that the person making the agreement on the part of PROVIDER is authorized and duly empowered to do so. Upon successful registration, a PROVIDER account is created for PROVIDER.

2.2. TREKKSOFT is not responsible for verifying the identity, authenticity or credentials of the person concluding this contract for PROVIDER with TREKKSOFT.

2.3. PROVIDER is required to offer and provide its SERVICE as an entrepreneur in accordance with applicable tax regulations and the procedures and requirements of the tax authorities. PROVIDER is obliged to conclude the relevant contracts with CUSTOMER in the course of conducting its business or independent professional activity.

3. The offer of TREKKSOFT, fraud prevention, right of refusal and discretion

3.1. The PLATFORM allows PROVIDER to add its SERVICES to the TREKKSOFT portfolio. TREKKSOFT will offer the SERVICES of the PROVIDER to CUSTOMERS and conclude contracts between PROVIDER and individual CUSTOMERS on behalf of PROVIDER.

3.2. TREKKSOFT checks the source of funds for each individual CUSTOMER before concluding a contract through a fraud-prevention tool. In this case, the TREKKSOFT valid workflows, the most recent version of which TREKKSOFT sends to PROVIDER in good time prior to their application, are relevant for the examination of the origin of the funds. PROVIDER undertakes to transmit to TREKKSOFT the documents requested by TREKKSOFT (before the conclusion of the contract and during the term of the contract) within the framework of anti-money laundering and terrorist financing regulations in accordance with European law. If TREKKSOFT comes to the conclusion that a



CUSTOMER is not trustworthy, or the origin of its funds cannot be established, TREKKSOFT reserves the right not to enter into the contract between the CUSTOMER and the PROVIDER.

3.3. If TREKKSOFT intends to conclude the contract for the PROVIDER with a CUSTOMER, TREKKSOFT will send the CUSTOMER an order confirmation by email. The contract shall be deemed as accepted by the PROVIDER with respect to the CUSTOMER of TREKKSOFT upon sending of the order confirmation.

3.4. The price of the SERVICES will be invoiced by TREKKSOFT to CUSTOMER. CUSTOMER pays the price with debt-discharging effect to TREKKSOFT. There is no direct payment to the respective PROVIDER. The CUSTOMER will be released from his/her duty to perform upon paying the full price to TREKKSOFT.

3.5. TREKKSOFT is hereby expressly authorized to hold back the funds submitted by CUSTOMER in the event of a controversial chargeback, until the issue has been clarified. TREKKSOFT is not responsible and under no circumstances liable for any loss of funds during the period of fund retention.

4. Duties of the PROVIDER

4.1. PROVIDER assures and warrants that all information relating to its offers is accurate, true and not misleading at all times. PROVIDER undertakes to update the information uploaded to the PLATFORM promptly so that the accuracy of the information provided is ensured. PROVIDER may be held liable for any and all CLIENT claims based on alleged inaccuracies in the uploaded information displayed on the PLATFORM (such as information about the SERVICE and pricing). PROVIDER is responsible for the accuracy of the information in the language in which they were transmitted via its PROVIDER account. As soon as PROVIDER becomes aware of, or should have become aware of, any inaccuracy in the uploaded information in another language, it is obliged to notify TREKKSOFT immediately.

4.2. PROVIDER assures and warrants that the SERVICE will be provided in accordance with all applicable laws and regulations, and in particular in accordance with the laws of the country in which PROVIDER has its registered office, and in accordance with all applicable laws of the country in which the SERVICE is provided and that the provision of the SERVICES does not infringe the rights of third parties. In particular, PROVIDER warrants that it (a) complies with all CUSTOMER and/or consumer protection and other protection, information and advice obligations and regulations, and (b) holds all administrative and other permits and licenses, as well as insurance and the like required in the legal system of the country in which the contractual obligations are fulfilled, and that it gives instructions to its contractors engaged in the performance of the SERVICE



which comply with these conditions. PROVIDER is obliged, upon request of TREKKSOFT, to provide appropriate evidence and documents, such as: copies of permits and licenses. In the event that the SERVICE provided by PROVIDER does not comply with the specified requirements or if there is a corresponding suspicion, PROVIDER undertakes to cooperate with the administrative authorities or competition/consumer protection associations immediately at its own expense.

4.3. PROVIDER assures and warrants that it will provide CUSTOMER with all information required for the performance of the SERVICES (such as the meeting place and time, required clothing and equipment) and safety or hazard warnings in advance. PROVIDER is responsible for the fact that the individual terms and conditions are accepted by CUSTOMER and thus legally incorporated into the contract with PROVIDER (service contract).

4.4. PROVIDER assures and warrants that all employees, assistants and agents (such as tourist guides) employed by it are legally licensed and meet all legal requirements, including professional qualifications and licenses. PROVIDER is solely and completely responsible for the conduct of its employees, assistants and agents towards CUSTOMER or other persons who are entitled to use the SERVICES of PROVIDER.

4.5. PROVIDER is only entitled to offer its own SERVICE via the PLATFORM. PROVIDER is not authorized to offer a SERVICE as a broker or agent. However, if PROVIDER acts as a broker or agent, it will be treated as a party to the contract and may be liable for any damages. It is expressly prohibited to set a fake SERVICE on the PLATFORM.

4.6. PROVIDER undertakes to conclude a comprehensive general liability insurance for all SERVICES offered via the PLATFORM. PROVIDER must necessarily agree on a sum insured that is appropriate for the specified booking volumes and risks. In addition, the general liability insurance must cover potential recourse claims by TREKKSOFT. Claims for recourse by TREKKSOFT or its insurers cannot be excluded or limited. The exact information regarding the general liability insurance must be documented electronically and uploaded to the PROVIDER account. This includes the following information: The name and address of the insurance company in which PROVIDER has taken out third-party liability insurance, the number of the insurance policy and the sum insured. TREKKSOFT reserves the right to check the insurance policy on request and to request proof of payment of the insurance premium. PROVIDER is obliged to immediately update the uploaded information in order to ensure the accuracy of this information at all times.

4.7. The prices quoted by PROVIDER on its PROVIDER account for its offers and SERVICES, include VAT and other applicable national, state and/or federal, local and/or local taxes and duties, whereby they must be indicated separately.



5. Booking offers by PROVIDER

5.1. PROVIDER shall enter the details of the SERVICE on the PROVIDER account. It is responsible for ensuring that the information provided is always correct and up-to-date. Any revised, canceled or no longer valid SERVICES must be deleted immediately.

5.2. It must be clear from the service description that PROVIDER offers the SERVICE in its own name and on its own responsibility. The SERVICE must be offered under the commonly used and/or known company name of PROVIDER. There must be no direct or indirect impression that TREKKSOFT is the PROVIDER of the SERVICE or that TREKKSOFT has reviewed the quality of the SERVICE offered or otherwise highlighted its quality.

6. Responsibility for the content

6.1. PROVIDER is obliged to state its business purpose on its PROVIDER account. If PROVIDER intends to change its business purpose, TREKKSOFT must be informed in advance. The new business purpose must be approved by TREKKSOFT. If the business purpose is not granted, TREKKSOFT is authorized to block the PROVIDER account.

6.2. PROVIDER is responsible for the content transmitted via its PROVIDER account, such as: Descriptions of the SERVICE, forum entries, etc. TREKKSOFT treats this content of the PROVIDER like external content. Furthermore, TREKKSOFT treats customer content such as forum entries, reports, etc. as external content and excludes all liability for it.

6.3. If TREKKSOFT is informed about content or discovers content that violates these terms or other legal provisions, TREKKSOFT is entitled to delete all or part of this content, if PROVIDER has not rectified the breach of the relevant provisions within two working days of notification by TREKKSOFT. If the abusive content comes from a PROVIDER, TREKKSOFT is entitled to block access to its PROVIDER account or delete its PROVIDER account. TREKKSOFT will always consider the respective mutual interests in the case in question before TREKKSOFT suspends a PROVIDER account, either wholly or temporarily.

6.4. PROVIDER is only entitled to upload content and data for which it has the appropriate (copyright) rights. This information must not violate the privacy rights of CUSTOMERS, third parties, etc. and must comply with applicable competition laws and other legal requirements. No content or data may be uploaded that violates legal or regulatory requirements.

7. Cancellations



7.1. PROVIDER agrees that, unless otherwise agreed by the parties, CUSTOMERS are entitled to cancel their booking up to 24 (twenty-four) hours before the date on which the SERVICE was booked free of charge. PROVIDER receives no payment for this. If CUSTOMERS cancel the booked SERVICE less than 24 (twenty-four) hours prior to the date on which the SERVICE was booked, or not within any other period agreed in advance by the parties, or if the person for whom the SERVICE was booked does not appear on the date on which the SERVICE was booked, CUSTOMER is obliged to pay the full price of the SERVICE, which will then be paid to the PROVIDER minus the commission.

7.2. If PROVIDER cancels a booking for any reason whatsoever, it is obliged to indemnify CUSTOMER in full, unless agreed otherwise between PROVIDER and CUSTOMER.

7.3. If force majeure at the place of provision of the SERVICE prevents SERVICE, either contracting party may suspend or terminate the business relationship. "Force majeure" in this sense are circumstances beyond the reasonable control of the parties, including natural disasters, war, terrorism, permanent power interruption and strikes.

8. Customer complaints

PROVIDER undertakes to take care of any complaints or claims (regarding the SERVICES offered, provided, or made available by PROVIDER) or special requests made by CUSTOMER, as TREKKSOFT is not responsible for such requests from CUSTOMERS and cannot be held responsible for any claims. Corresponding contact information is provided by PROVIDER on the PLATFORM.

9. Payments

9.1. The CUSTOMER's credit card payments will be collected immediately (unless otherwise specified).

9.2. TREKKSOFT processes the payments of CUSTOMER and credits the received payments directly to the respective PROVIDER account. PROVIDER must enter their bank account details on their PROVIDER account and PROVIDER and bank account holder must be identical. TREKKSOFT cannot be held responsible for the CUSTOMER's payments and is not liable if PROVIDER has entered false or incomplete account information on the PROVIDER account.

9.3. TREKKSOFT is under no obligation to take any legal action whatsoever against CUSTOMERS who do not pay for a particular SERVICE or cancellation, or who withdraw a credit-card payment. If necessary, TREKKSOFT will assign these claims to PROVIDER.



9.4. If PROVIDER is using Stripe: Payment processing services for PROVIDER on PLATFORM are provided by STRIPE and are subject to the STRIPE Connected Account Agreement, which includes the STRIPE Terms of Service (collectively, the "Stripe Services Agreement"). By agreeing to these terms and conditions or continuing to operate as a PROVIDER on PLATFORM, you agree to be bound by the Stripe Services Agreement, as the same may be modified by STRIPE from time to time. As a condition of PLATFORM enabling payment processing services through STRIPE, you agree to provide PLATFORM accurate and complete information about you and your business, and you authorize PLATFORM to share it and transaction information related to your use of the payment processing services provided by STRIPE.

9.5. Payment on invoice ("Kauf auf Rechnung") is provided by SwissBilling SA for TREKKSOFT. TREKKSOFT only processes invoice payments of up to max. CHF 5'000 (or equivalent). If PROVIDER offers payment on invoice to CUSTOMER, PROVIDER acknowledges that a signature of CUSTOMER upon arrival for the service provided is required as well as a copy of a valid identification document, such as ID card, passport or driver license. In addition, PROVIDER needs to have a valid phone number of CUSTOMER to clarify disputes. If PROVIDER cannot provide the document and information, TREKKSOFT is not liable for any loss of funds of PROVIDER and TREKKSOFT is not liable for any chargeback or other fees that occur during this process.

9.6. iDeal, Direct Debit, eps, Giropay and Sofort/Klarna: Payments for PROVIDER are carried out by TREKKSOFT AG, Hauptstrasse 15, 3800 Matten, Switzerland. TREKKSOFT might appear as the executing company on CUSTOMER's and PROVIDER's account statement. The domain on which you make your payment is owned by TREKKSOFT. If you have questions about your payments and chargebacks, please send an email to support@payyo.ch.

10. Settlement

10.1. TREKKSOFT shall assume the credit-card and bank fees for the payments by CUSTOMER to TREKKSOFT.

10.2. The credit card and bank fees for transfers to PROVIDERS are broken down as follows: TREKKSOFT bears the costs of its own bank/credit card company and PROVIDER bears the costs of its bank/credit card company.

10.3. PROVIDER will be notified as soon as the CUSTOMER's payment for the SERVICE of PROVIDER has been confirmed.



10.4. TREKKSOFT, taking into account all bookings made during the predefined booking period via the PLATFORM, will calculate the amount of the commission for PROVIDER and settle it with the payments made by the CUSTOMER. The payment of the balance of the money paid by CUSTOMER, which is also noted as a credit note on the bill, is made by bank transfer to the bank account of PROVIDER.

10.5. PROVIDER will be asked to select their preferred currency when uploading their offer from TREKKSOFT. Only one payout currency is possible. TREKKSOFT will display PROVIDER's offer in this preferred currency and may, at its sole discretion, decide to display PROVIDER'S offers in additional currencies and/or to add another form of payment free-of-charge. Payments to PROVIDER are made in the preferred currency specified in the uploaded offer. For exchange-rate conversion fees see Item 11 and the Fee Regulations.

10.6. The transaction costs can be taken over completely by TREKKSOFT for a fee. The amount paid by TREKKSOFT to PROVIDER is equal to the sum of the net prices of all booked SERVICES considered. However, some banks charge additional fees for incoming payments from abroad. These fees are the sole responsibility of PROVIDER. Due to the transfer costs, TREKKSOFT may decide not to transfer amounts below USD 50.00 or equivalent in other currencies. If the amount of USD 50.00 is not reached in a given month, TREKKSOFT is entitled to postpone payment until that amount is reached.

10.7. If TREKKSOFT is taxable or liable for its SERVICE in the country of PROVIDER, for whatever reason, TREKKSOFT may terminate the cooperation with PROVIDER within 3 (three) days. Such taxes or costs may be deducted from payments to be made or invoiced to PROVIDER.

11. Fees

11.1. Fees for booking transactions between CUSTOMER and PROVIDER are set out on a separate fee regulation, which PROVIDER has been received separately. PROVIDER hereby agrees to the currently applicable fee regulation.

11.2. TREKKSOFT may charge PROVIDER exchange rates up to 2% of the transaction amount for transactions that require currency conversion.

11.3. TREKKSOFT may charge a chargeback fee (chargeback fee) to the PROVIDER to cover the costs of processing chargebacks. The chargeback fees can be found in the fee regulations.

12. Taxes



PROVIDER acknowledges and agrees that it alone is responsible for the accuracy of the tax rate information, the determination of applicable taxes and any changes in the tax rates entered on the PLATFORM. PROVIDER shall be responsible for submitting to the relevant tax authorities its accounts for any applicable tax on any amounts received in return for the SERVICE. If TREKKSOFT so requests, PROVIDER undertakes to provide TREKKSOFT without delay with valid tax invoices in respect of all transactions concluded under these Terms and Conditions in cases where taxes are payable under applicable law.

13. Data protection

PROVIDER warrants that it has installed and shall maintain appropriate security procedures and controls, and that it will establish and maintain them to prevent unintentional disclosure and misuse of personal information or information from CUSTOMER. Neither PROVIDER nor its affiliates participate, directly or indirectly, in any solicited or unsolicited marketing or promotional activities for CUSTOMER or related communications to CUSTOMERS who have booked through the PLATFORM without the consent of the relevant CUSTOMER. PROVIDER is required to process, save, transmit, and access all customer-related information (such as credit card, debit card or bank account information) in accordance with the laws applicable to PROVIDER, such as: to uphold and protect the privacy practices of the credit card industry's data security standard for the protection of credit and debit card information and the EU Data Protection Directive (and any legislation enacted) as amended, updated, superseded or expanded. At the request of TREKKSOFT, PROVIDER undertakes to demonstrate that it has installed and maintains technical and organizational security measures governing the processing of personal data in accordance with this Section.

14. Confirmations and guarantees

In addition to any other representations and warranties by PROVIDER in these terms, PROVIDER hereby confirms and warrants that (a) it has authorized the person signing these terms in the name of PROVIDER to act on its behalf; (b) this contract constitutes a valid and binding obligation which can be enforced in accordance with its provisions, (c) the performance of its obligations under these Terms and Conditions does not conflict with any agreement or obligation between it and any third party, (d) the performance of its obligations under these terms and conditions meets the terms and conditions, (e) it holds all the licenses, authorizations and powers required to offer his SERVICE for booking through the PLATFORM and to comply with its obligations under these Terms



and Conditions (f) it holds all intellectual property rights which are uploaded over the PROVIDER'S account, or that the owner of these rights has given its consent to upload this on the PLATFORM and to license the rights of the PLATFORM.

15. Liability of PROVIDER and exemption

PROVIDER undertakes to notify TREKKSOFT, any of its affiliates, and all officers, directors, employees and agents of TREKKSOFT or its affiliates or distributors, of any claims, complaints, damages, costs or other liabilities (such as attorneys' fees and expenses) by third parties arising out of or in connection with (a) the SERVICE of PROVIDER, (b) the fulfillment of the duties and obligations of this contract or any breach or malfunction of this contract on the part of the PROVIDER such as: from the infringement of an assurance, guarantee, or agreement, or (c) the allegation that the use, reproduction, dissemination or reproduction of information about the SERVICE by TREKKSOFT or any of its affiliates within the scope of this contract violates the rights of the intellectual property of third parties, or that they are used unlawfully, moreover to defend and indemnify at its expense and after deduction of taxes. PROVIDER undertakes to hire a lawyer to defend against claims that is reasonably acceptable to TREKKSOFT, and TREKKSOFT may, at any time, engage in the defense or settlement of claims by using its own lawyers selected by it. Furthermore, PROVIDER undertakes not to consent to any settlement or court order without the prior written consent by TREKKSOFT, and TREKKSOFT's consent may not be refused without good reason.

16. Liability limitation of TREKKSOFT

16.1. TREKKSOFT gives no assurances or warranties with respect to the PLATFORM, such as for a temporary or permanent interruption of the operation of the PLATFORM.

16.2. TREKKSOFT bears no risk and makes no representations regarding the number, frequency or nature of service bookings via the PLATFORM.

16.3. The liability of TREKKSOFT within the framework of these contract terms is limited as follows:

(a) TREKKSOFT is fully liable for damages caused intentionally or grossly negligently by TREKKSOFT, its legal representatives or executives, as well as for damages intentionally caused by other vicarious agents; with regard to gross negligence of other vicarious agents, the liability of TREKKSOFT shall be the same as in the provisions for slight negligence.



(b) TREKKSOFT is fully liable for death, personal injury and damage to health caused intentionally or by gross negligence by TREKKSOFT, its legal representatives or vicarious agents.

16.4. TREKKSOFT is liable for data loss only up to the level of the typical recovery costs that would be incurred if proper and regular backup measures had been taken.

16.5. Any more extensive liability of TREKKSOFT is excluded. In particular, TREKKSOFT assumes no liability to CUSTOMER, neither under this contract nor from the contract between CUSTOMER and PROVIDER (service contract).

17. Communications

TREKKSOFT is entitled to send communications to PROVIDER electronically. Notices shall be deemed to have been received and acknowledged: (a) in the case of transmission by fax, if the fax transmission was successful; (b) if transmitted by a nationally recognized overnight air courier service, provided the nationwide accredited overnight air courier service provided them to TREKKSOFT, and (c) in the case of electronic transmission, if they have been sent to an email address listed by the PROVIDER on their PROVIDER account on the PLATFORM.

18. Term and Cancellation/Termination

18.1. This contract is signed for an indefinite period.

18.2. PROVIDER and TREKKSOFT are entitled to terminate this contract at any time and without stating reasons. Termination can be done automatically using the corresponding function on the PROVIDER account. The remaining confirmed bookings must be executed as planned.

18.3. If there are specific indications that PROVIDER is culpably in breach of any legal or regulatory, third party, or these terms, or if TREKKSOFT otherwise has a legitimate interest, in particular in protecting CUSTOMERS and other PROVIDERS from fraudulent activity, compliance regulations entitle TREKKSOFT to take one or more of the following measures, taking due account of the respective interests of the PROVIDER in the case in question: Warn the PROVIDER; delete the offers of the PROVIDER or other content; limit the use of the PLATFORM by the PROVIDER; temporarily or permanently exclude (block) the PROVIDER from the PLATFORM; to close the PROVIDER account without informing the latter (for compliance reasons, for example); contest and cancel existing bookings in the name of the PROVIDER, regardless of applicable cancellation policies; block assets and keep them in their own name (especially in the case of disputed payments),



regardless of whether the PROVIDER account is active or closed and rejects the offers of the CUSTOMER to conclude a contract on behalf of the PROVIDER.

19. Changes

TREKKSOFTE reserves the right to change the terms of these conditions at any time and to introduce new or additional terms. TREKKSOFTE undertakes to inform the PROVIDER with a message on its PROVIDER account about any changes to this contract. If the PROVIDER does not accept these changes or new or additional terms, it may terminate this contract in writing to TREKKSOFTE. If the PROVIDER does not exercise its right to terminate this contract within thirty (30) days of notification of any change or new or additional provisions to this contract, this means that it has accepted the pertinent changes.

20. Final provisions

20.1. No side agreements were made. All amendments and additions to this contract must be in writing in order to be legally effective.

20.2. If individual provisions of this contract are or become invalid or void, the validity of the remaining parts of the contract remains unaffected. Invalid or void provisions shall be replaced by such provisions as are capable of achieving the same purpose, taking into account the interests of both parties.

20.3. The claims of PROVIDER from this contract may neither be assigned nor transferred to a third party without the prior written approval by TREKKSOFTE.

20.4. TREKKSOFTE is entitled to assign its rights and duties under this contract to affiliated companies.

20.5. This contract and all claims arising out of or in connection with this contract shall be governed by and construed in accordance with Swiss law to the exclusion of the terms of private international law. Place of fulfillment and sole place of jurisdiction for any disputes arising out of or in connection with the SERVICES provided is Thun.

Interlaken, 21st October 2022