



## **AFFILIATE PARTNER AGREEMENT**

This Affiliate Partner Agreement (the “**Agreement**”) will come into effect from the date once it is fully executed (the “**Effective Date**”) by and between:

| <b>Headout</b>                                                                                     |                                         |
|----------------------------------------------------------------------------------------------------|-----------------------------------------|
| <b>Name:</b> Headout Inc.                                                                          | <b>Point of contact:</b> Fabio Pescante |
| <b>Address:</b> 82 Nassau St #60351, New York, NY 10038, United States                             | <b>Phone:</b> 0049 17621433877          |
|                                                                                                    | <b>Email:</b> affiliates@headout.com    |
| <b>AND</b>                                                                                         |                                         |
| <b>Partner</b>                                                                                     |                                         |
| <b>Name:</b> Web Maremma di Ing. Giulio Detti                                                      | <b>Point of contact:</b> Giulio Detti   |
| <b>Address:</b> Via Brigate Partigiane, 6 - Manciano 58014 (GR) - Italy                            | <b>Phone:</b> + 39 05641835544          |
| <b>Registration Number:</b> GR – 118292<br><b>VAT:</b> 01371370535<br><b>SSN:</b> DTTGLI81L29E875S | <b>Email:</b> info@webmaremma.com       |

Headout and the Partner shall hereinafter, as the context may permit, be jointly referred to as the “**Parties**” and individually as a “**Party**”.

### **BACKGROUND:**

- A. Headout owns and operates an internet booking platform accessible via the www.headout.com website, related websites, affiliate and partner websites, apps, tools, platforms, or other facilities (collectively referred to as “**Headout Platform**”) that allows (a) tour operators, activity organizers, attractions, travel agents and ticket suppliers (“**Supply Partners**”) to offer sightseeing tours, leisure activities, attraction tickets and other tourism and entertainment services (“**Activities**” or “**Experiences**”) to end customers; (b) conclusion of contracts directly between Supply Partners and end customers for such Experiences; and (c) commercial sub-agents of Headout to book tickets to Experiences (“**Tickets**”) from the Supply Partners.
- B. The Partner operates a technology platform (“**Partner Platform**”) for the purpose of **affiliate**.
- C. The Partner is desirous to be a part of Headout Partner Program and to host, on the Partner Platform, Permitted Promotional Content (*defined hereinafter*) pertaining to the Headout Platform or the Tickets. Headout is desirous of sharing, with the Partner, from time to time, the Permitted Promotional Content and permitting/authorising the Partner to host such Permitted Promotional Content on the Partner Platform with the aim of attracting the Customers (*defined hereinafter*) to Headout and to the Experiences.
- D. Headout has agreed to share and the Partner has agreed to host the Permitted Promotional Content in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties hereto agrees as follows:

## 1. DEFINITIONS

- 1.1. In addition to the terms defined elsewhere in this Agreement, the following definitions shall also be referred to and applied throughout this Agreement:
- 1.1.1. “**Adjustment Event**” means any event which causes an adjustment to the amount of the Materialized Transaction, including but not limited to chargebacks, credit card fraud, cancellations, and/or refund payments;
  - 1.1.2. “**Applicable Laws**” shall mean any law, statute, rule, regulation, ordinance, direction, guideline, judgment, award, decree, writ or other binding action or condition imposed by any government department/agency or instrumentality of any governmental authority, or any court or arbitral tribunal or any self-regulatory body of any jurisdiction which is applicable to a Party or to which its business or assets may be subject;
  - 1.1.3. “**Commission**” means the amount computed and paid in terms of Clause 7, in consideration for the Partner hosting the Links and the Permitted Promotional Content and facilitating the initiation of Materialized Transactions;
  - 1.1.4. “**Content**” means all information related to the Activities, descriptive or otherwise, available on the Headout Platform. This includes information like Experience information and descriptions, guest reviews, metadata, cancellation or no-show policies and general terms of the Supply Partner and photos, video, pictures, blogs including any updates, modifications, replacements, additions or amendments;
  - 1.1.5. “**Customer**” means a visitor to the Partner Platform(s) who concludes a booking for Tickets on the Headout Platform after being directed from the Partner Platform to the Headout Platform;
  - 1.1.6. “**Customer Data**” means all personal information of Customers, including but not limited to names, addresses (including email addresses), credit card details, and such other confidential and private information relating to a Customer;
  - 1.1.7. “**Headout Partner Platform**” is the website operated by Headout where a Partner can create a Partner Account;
  - 1.1.8. “**Headout Partner Program**” means the Headout owned and operated program that enables the Partner to earn Commission by hosting, on the Partner Platform, Permitted Promotional Content and facilitating movement of Customer traffic to the Headout Platform;
  - 1.1.9. “**Intellectual Property**” means any patent, copyright, inventions, design, trade mark, trade name, brand, logos, service mark, exclusive content including Permitted Promotional Content, know-how, or, where relevant, any application for any such right, know-how, trade or business name, the domain name (including all top-level domain variants) or other similar right or obligation whether registered or unregistered or other industrial or intellectual property right subsisting in any territory or jurisdiction in the world. “**Intellectual Property Rights**” means all rights associated with such Intellectual Property;
  - 1.1.10. “**Link**” means any embedded icon, object, graphic, or text within a web page on the Partner Platform(s) leading to the Headout Platform or a Partner generated email that contains a hypertext pointer to the Headout Platform;
  - 1.1.11. “**Materialized Transaction**” means any successful transaction for booking Tickets, initiated on the Partner Platform and concluded on the Headout Platform as per Headout’s terms and conditions for transactions with customers;



- 1.1.12. **“Monthly Revenue”** means the total sales value generated by Headout in a month from Materialized Transactions initiated through the Partner Platform. Provided however, Monthly Revenue shall exclude any refunds made or promised to be made to the Customer and any discount coupon applied by the Customer;
  - 1.1.13. **“Paid Search”** means any form of online advertising that ties the presentation of an ad to a specific keyword-based search request;
  - 1.1.14. **“Partner Account”** means the account created by the Partner on Headout Partner Platform. Headout will provide the Partner with the promotional codes, Links, Permitted Promotional Content and other relevant information through this Partner Account;
  - 1.1.15. **“Partner Group”** means the subsidiaries and other group companies/businesses that are under the direct or indirect control of the Partner, are controlling the Partner or are under common control;
  - 1.1.16. **“Partner ID”** means the unique identifier, assigned by Headout for use by the Partner to enable Headout to identify that a Materialized Transaction was initiated by the Customer only from the Link;
  - 1.1.17. **“Partner Platform”** means any website directly or indirectly owned, controlled, hosted, and/or operated by the Partner, or companies/businesses within the Partner Group;
  - 1.1.18. **“Permitted Promotional Content”** means any content, related information, relevant codes (including promotional codes), or images provided by Headout to the Partner for the purposes of performing obligations under this Agreement;
  - 1.1.19. **“Predatory Advertising”** means the process of creating links and banners on websites (other than the Partner Platform), spawn browser windows, or generating traffic from a website (other than the Partner Platform);
  - 1.1.20. **“SEM” or “Search engine marketing”** means and includes a digital marketing strategy with a special focus to increase the visibility of a website in search engine result pages. Activities like paid placement, paid advertising and listing are included under Search Engine Marketing;
  - 1.1.21. **“SEO” or “Search engine optimization”** means the process used for improving the quantity or quality of traffic to a website or a web page from search engines via search results, organic or otherwise, and/or realizing or creating an improved or better ranking in search engine results for a specific keyword or keywords;
  - 1.1.22. **“Supply Partner”** means the entity that owns, operates or manages the Experience whose Tickets are listed on the Headout Platform;
  - 1.1.23. **“Third Party Platforms”** means any third-party search engine (marketing provider), meta-search engine, search engines spiders, travel search sites, price comparison sites, social networking communities, browsers, content sharing and hosting services and multimedia blogging services or other similar channels or other forms of traffic hosting media, whether online or offline.
- 1.2. The headings to the Clauses of this Agreement are for reference purposes only and the same shall not affect the understanding and interpretation of any provision in this Agreement.
  - 1.3. Unless otherwise required, singular words shall include the plural and vice versa, words importing one gender include every gender and references to a “person” include any persons, any forms of legal entities, corporate bodies and unincorporated associations.



## 2. AUTHORIZATION AND HOSTING

- 2.1. Headout hereby authorises the Partner to host the Link along with the Permitted Promotional Content, in the manner contemplated under this Agreement and also based on Headout's guidelines, if any, issued from time to time. It is clarified that the Partner shall not host the Permitted Promotional Content on any platform (whether electronic or otherwise) other than the Partner Platform.
- 2.2. Headout agrees to provide the Partner with Links and/or Permitted Promotional Content and or any other additional content as deemed appropriate by Headout. However, if directed by Headout at its sole discretion, Partner shall, within three (3) days of receipt of a notice, remove the Links and/or Permitted Promotional Content and or any other additional content.
- 2.3. The Partner shall ensure that Links hosted on the Partner Platform (pursuant to Clause 2.1) direct the Customers to the Headout Platform, thereby facilitating the Customers access to the Headout Platform and to book Tickets.
- 2.4. Headout is entitled to revise, amend or modify the Permitted Promotional Content and in relation to the same, any instructions issued by Headout for revising, amending or modifying the Permitted Promotional Content shall be forthwith implemented by the Partner. For the purpose of clarity, the Partner shall host only the Permitted Promotional Content that is shared by Headout.

## 3. REGISTRATION WITH HEADOUT

- 3.1. Simultaneously with the execution of this Agreement, the Partner shall access the Headout Partner Platform and submit the necessary information ("**Partner Information**") sought on the Headout Partner Platform to register itself with Headout. Upon receipt of the Partner Information and Headout's sole satisfaction of the sufficiency of the such information, Headout shall assign to the Partner a Partner Account and allow participation in the Headout Partner Program.
- 3.2. The Partner hereby warrants that the Partner Information submitted on the Headout Partner Platform shall be true, accurate, not misleading and by submitting such information, the Partner will not be violating any third-party intellectual property rights or contravening Applicable Law.
- 3.3. The Partner shall keep confidential the credentials pertaining to the Partner's access to the Headout Partner Platform. In the event the security of the Partner Account is compromised, the Partner shall immediately notify Headout of the same and shall continue to remain liable for consequences of any damages or losses that ensue from such security breach.
- 3.4. The Partner shall, verify, amend or update its information in the Partner Account to ensure that the Partner Information is true and accurate at all times during the Term.

## 4. REPRESENTATIONS AND WARRANTIES

- 4.1. Each Party hereby represents and warrants that:
  - a) it has the power and requisite authority, permission, approval and sanction to enter into and to exercise its rights and to perform its obligations hereunder;
  - b) it has taken all necessary action to authorize the execution of and the performance of its obligations hereunder;
  - c) the obligations expressed to be assumed by it hereunder are legal, valid, binding and enforceable;

- d) neither the execution nor performance of this Agreement will contravene any provision of any Applicable Laws; or any contract, agreement or document by which it is/may be bound.
- 4.2. The Partner hereby represents and warrants that as on the Effective Date and at all times during the Term:
- a) it owns or operates a website, digital platform or digital portal that hosts information about *inter alia* travel, travel products, travel experiences and other associated information and it either owns the brand and trade name, domain name, or dedicated webpage associated with the Partner Platform or has obtained the necessary rights/license to host the Partner Platform through such domain name, account or dedicated webpage on any existing domain as the case maybe;
  - b) it has the right, title and interest, including without limitation all Intellectual Property Rights, upon and relating to the Partner Platform, including but not limited to, all software, technology, information, content, materials, guidelines, and documentation and any derivative works or enhancements thereof;
  - c) the Partner holds and shall continue to hold, renew and maintain all permits, licenses and other governmental authorisations necessary for conducting, carrying out and continuing its operations and business of operating the Partner Platform and will provide forthwith upon request any documentation that Headout may need to fulfil legal requirements;
  - d) the Links shall be accurately set up on the Partner Platform, such that Customers accessing the Links are directly taken to the Headout Platform without being directed to any other platform, webpage, website or application;
  - e) the Permitted Promotional Content and the Links will be placed prominently and conspicuously on the Partner Platform, to enhance visibility to the Customer;
  - f) commercially reasonable administrative, technical and physical procedures, including but not limited to industrially acceptable physical, technical, administrative, and organizational safeguards are established to ensure that no viruses or malicious codes like malware, spyware, key-loggers, bots (as the expressions are generally understood in the computing industry) are introduced on the Partner Platform or the Headout Platform, and that there is no corruption or modification or compromise of either platform, system or application;
  - g) Partner does not promote or engage in misleading, illegitimate, or fraudulent activities of any form or nature, including activities that cause Headout to wrongly believe that the Partner is operating a digital portal or website to attract Customers or transact with Customers;
  - h) it is serious and vigilant about the Intellectual Property Rights of third parties and shall not take any action that may adversely affect such Intellectual Property Rights of the third parties;
  - i) it does not display any inappropriate, improper, or unlawful content, reference, material, information, links or banners on the Partner Platform;
  - j) it shall maintain a separate and distinctive identity and shall not copy the design of the Headout Platform with an intent to create an impression that the Partner Platform is owned or operated by Headout or under Headout Platform.
- 4.3. Headout hereby represents and warrants that it either owns the Permitted Promotional Content and the Intellectual Property Rights therein without any encumbrance or holds the Permitted Promotional Content and the Intellectual Property Rights therein under a valid license with the right to sub-license.



- 4.4. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, BY STATUTE, USAGE, TRADE CUSTOM, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE. HEADOUT MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE HEADOUT PLATFORM, INCLUDING WHETHER IT WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTION.**

## **5. OBLIGATIONS OF THE PARTNER AND OPERATIONAL RESTRICTIONS**

- 5.1. The Partner shall ensure the Link embedded on Partner Platform contains the Partner ID. The Partner acknowledges that the embedding shall enable Headout to establish a link between a given Materialized Transaction and the Partner Platform. The Partner agrees and acknowledges that the Partner ID is the only identifier that Headout will evaluate while recording Materialized Transactions and assigning the appropriate credit to the Partner, for the purpose of computing the Commission. That Partner agrees and acknowledges that it will not be entitled to Commission for Materialized Transactions referred via Links devoid of Partner IDs or Links with incorrect Partner IDs.
- 5.2. The Partner shall refer and/or forward all customer service-related issues in a prompt and swift manner, directly to Headout on the given email IDs i.e. [partnerships@headout.com](mailto:partnerships@headout.com). Partner shall not directly engage with the Customer in this regard.
- 5.3. Subject to restrictions under this Agreement, the Partner shall take all necessary and requisite actions, in compliance with the law and the terms of this Agreement, to generate and enhance traffic to Headout Platform.
- 5.4. The Partner shall use the Permitted Promotional Content on an 'as is' basis and shall not use any other content to fulfill its obligations under this Agreement.
- 5.5. The Partner shall not corrupt, modify, disable, sell, redistribute, sub-license, or transfer Links and/or the Permitted Promotional Content.
- 5.6. With respect to the Permitted Promotional Content, the Partner shall not conduct or perform any marketing activity including but not limited to Paid Search, SEM or SEO activities that may unfairly influence the results of Third Party Platforms.

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1. Headout hereby grants the Partner a non-exclusive, worldwide, royalty-free, and fully paid-up license to use, display, reproduce, market and promote the Permitted Promotional Content and the Intellectual Property Rights therein, solely in connection with hosting such Permitted Promotional Content on the Partner Platform, to facilitate the Customers to access the Links and consequently access the Headout Platform. Notwithstanding anything contained hereinabove, the Partner shall not carry out any paid advertising on search engines or any other platform by using Headout's Intellectual Property. Headout is entitled to communicate, from time to time, names of Headout trademarks, trade names, logos and other Intellectual Property that shall not be used by the Partner in any advertising, marketing or promotional activities.
- 6.2. All Intellectual Property, including any and/or all patents and applications, inventions, trade secrets, design, methods, processes, know-how, software, copyrights, copyrights registrations and applications, trade names, corporate names, logos, common law trademarks, trademark registrations and applications, computer programs, applications or software whether in source, object or executable code and any proprietary rights in such programs, including documentation and other materials or documents related thereto, owned by a Party, its licensors or



sub-contractors as on the Effective Date shall continue to be owned by such Party, its licensors or sub-contractors. Except as expressly provided in this Agreement, the other Party shall not acquire any right, title or interest in or to such Intellectual Property Rights.

- 6.3. Headout shall own all right, title and interest in and to any Intellectual Property (including the Permitted Promotional Content as applicable) created or developed by Headout, its employees or agents or its sub-contractors for its internal use or for sharing with the Partner for the purpose of hosting on the Partner Platform.
- 6.4. The Partner shall own all right, title and interest in and to any Intellectual Property created or developed by the Partner, its employees or agents or its sub-contractors for its internal use. It is further clarified that, subject to the limited rights granted to the Partner to use the Permitted Promotional Content and carry out the Partner's obligations as contemplated herein, any and all Intellectual Property Rights relating to the Permitted Promotional Content shall rest solely with Headout.
- 6.5. The Partner agrees to not sub-license the rights provided under this clause to any third party without obtaining Headout's prior written consent .

## **7. COMMISSION AND PAYMENT**

- 7.1. Headout hereby agrees to share an executive summary of the Materialized Transactions with the Partner within five (5) business days of the closing of each calendar month. This executive summary shall have all the relevant details in respect of Materialized Transactions, Ticket cancellations, and Commissions, including reconciliation of Commissions against Ticket cancellations, during the previous calendar month. The Partner agrees that the computation of Commission, which will be specified in the Partner Account or communicated separately, can vary on an Experience-to-Experience basis. Simultaneously, Headout shall create a self-billing invoice on behalf of the Partner and make the payment towards the Commission. The Partner, on receipt of such executive summary shall then tally the data within fourteen (14) business days of receipt of such executive summary. The Parties shall endeavour to resolve discrepancies, if any, before the next billing cycle. In case of any discrepancy, Headout shall make adjustments in the next billing cycle. Provided however, the Partner agrees and acknowledges that Headout shall pay the Commission only if the Commission has crossed a minimum threshold (if any) that is specified in the Partner Account or has been communicated to the Partner.
- 7.2. Only such Materialized Transactions will be considered towards the calculation of Commission, if the Materialized Transaction was initiated from the Link on the Partner Platform. In case Materialized Transaction is concluded without a Partner ID or because of Headout's efforts including but not limited to Headout's marketing efforts, such transaction will not be considered a Materialized Transaction and will accordingly not be considered for computation of Commission.
- 7.3. Headout will not pay any Commission to the Partner for the Materialized Transaction that has been cancelled, rejected or disputed by the Customer or a Ticket has been cancelled by the concerned Supply Partner. Commissions paid for such Materialized Transactions will be reconciled against Commissions payable by Headout or the Partner shall refund such Commission amounts to Headout within thirty (30) business days from the date of invoice issued by Headout.
- 7.4. The Parties may mutually decide on the currency in which the payment of Commission will be paid. In case any charges are applicable towards currency exchange, the Partner agrees that such charges shall be solely borne by the Partner. Additionally, the Partner shall also be responsible to understand such additional charges that may be levied by their local banks.



- 7.5. In case, post Commission payment (“**Original Payment**”), any Adjustment Event(s) affecting the Monthly Revenue comes to the knowledge of Headout, it shall recalculate the amount of the Commission payment (“**Revised Commission**”) by taking such Adjustment Event(s) into account and make necessary adjustments in the next billing cycle.
- 7.6. Any Partner specific promotional codes shared by Headout directly on the relevant Partner Account will count towards Monthly Revenue. Headout reserves the right to amend, review, or vary the promotional codes and corresponding calculation with regard to the Commission at any time in its sole discretion.
- 7.7. The Partner will be solely responsible for any taxes that may become due on the services provided by the Partner. No additional payment will be made by Headout with regard to such taxes.
- 7.8. As far as withholding of any tax, if any, is required with regard to any payment to the Partner, Headout shall withhold the applicable amount from such payment and pay such amount to the relevant authorities in accordance with any Applicable Laws.
- 7.9. The Partner can write to [payables@headout.com](mailto:payables@headout.com) in case of any doubt related to invoices.

## 8. OTHER COVENANTS

- 8.1. Operation of the Partner Platform(s):
  - 8.1.1. The Partner shall keep the Partner Platform(s) and the content therein up-to-date and operational at all times.
  - 8.1.2. In case of any errors or omissions on the Partner Platform the Partner shall promptly take the necessary corrective actions.
- 8.2. Headout’s relationship with Supply Partners:
  - 8.2.1. The Partner understands that Headout’s relationship with the Supply Partners is of utmost importance and it shall not take, or omit to take, any action which may adversely affect Headout’s relationship with the Supply Partners.
  - 8.2.2. The Partner shall always deal with Headout in a respectable manner without undermining Headout’s goodwill, or otherwise act in a manner detrimental to Headout.
- 8.3. Proper and efficient use of the Permitted Promotional Content and the Headout Platform:
  - 8.3.1. The Partner shall make sure that the Headout Platform is always used in a legitimate manner. It shall not scrape, programmatically evaluate or extract information from the Headout Platform, in any manner whatsoever.
  - 8.3.2. The Partner shall not extract or use content from the Headout Platform on the Partner Platform(s).
  - 8.3.3. The Partner shall not resell the bookings made through the Headout Platform to any third party.
- 8.4. Brand Protection:

The Partner hereby agrees to the following with an aim to protect the brand of Headout:

  - 8.4.1. The Partner shall not use any logo(s), trade name(s), image(s) or trademark(s) that are deceptively similar to Headout’s Intellectual Property. The Partner shall also not copy the content available on the Headout Platform. This shall not affect the rights granted by Headout, under this Agreement, to the Partner for use of any Headout’s logo(s)/trademark(s)/Content on the Partner Platform(s).



- 8.4.2. The Partner or any of the Partner Group companies shall not bid on the Headout's trade name(s)/trademark(s) for marketing purposes using search platforms like google, Microsoft, yahoo etc. with an aim to divert traffic to Partner Platform(s). The Partner shall also avoid any Predatory Advertising activity.
- 8.4.3. The Partner or any of the companies under the Partner Group shall not purchase/register/acquire/gain access to a domain name in any manner, which is deceptively similar to that of the Headout Platform and/or use it for redirection purposes.
- 8.4.4. Nothing in this Agreement shall transfer or deem to transfer any right, title or interest in the Links, Permitted Promotional Content, and/or the Intellectual Property of Headout to the Partner in any manner whatsoever
- 8.4.5. The Partner shall not amend/modify the Intellectual Property of Headout including Permitted Promotional Content, without Headout's prior written consent. Without prejudice to Clause 6.2 and Clause 6.3, in case of any ambiguity regarding the ownership associated with any Permitted Promotional Content, the Partner agrees and acknowledges that Headout owns such Permitted Promotional Content. The Partner agrees not to make any adverse claim in respect of such Permitted Promotional Content.
- 8.5. Compliance with Spam Regulations:
  - 8.5.1. The Partner shall always comply with the spam regulations of the relevant countries, including regulations such as the CAN-SPAM Act of the United States of America and perform, including but not limited to, the following obligations:
    - 8.5.1.1. Don't use false/misleading information
    - 8.5.1.2. Identify the message/mail as ad
    - 8.5.1.3. Honor and provide opt-out option
  - 8.5.2. The Partner agrees to promptly adhere to, observe, and comply with all reasonable requests made by Headout with an aim to avoid any breach of the spam regulations.
- 9. Audit:**
  - 9.1. The Partner hereby agrees to permit Headout to perform an audit for the purposes of ascertaining information regarding the Partner Platform's information security and for the purposes of detection of any fraud, breach of Applicable Laws, and breach of this Agreement ("Audit").
  - 9.2. The Partner agrees that as long as the Partner is a participant of the Headout Partner Program and for one (1) year post expiry/termination of this Agreement, the Partner shall retain copies of all books of accounts, business-related reports, data, records and systems related thereto, and/or any other relevant documents that are related to Partner's participation in the Headout Partner Program, for the purpose of Audit as provided under the aforesaid clause.
  - 9.3. The Partner also agrees to support Headout in any form or manner and to the extent possible to facilitate the Audit in a smooth and successful manner.
- 10. Term And Termination:**
  - 10.1. This Agreement shall come into effect from the Effective Date and will remain in effect until terminated according to its terms. Either Party may terminate the relationship established under this Agreement for any reason upon thirty (30) days prior written notice to the other Party.
  - 10.2. Headout shall have the authority to terminate this Agreement without notice, and/or suspend the payment of Commission to the Partner, if:



- 10.2.1. The Partner breaches any material term of this Agreement or there are deficiencies or inaccuracies in the representations and warranties furnished in this Agreement;
- 10.2.2. There happens to be an event that will materially change the control of the Partner on its business/Partner Platform;
- 10.2.3. The Partner does not respond to Headout's requests for information or communication in connection with the matters contemplated under this Agreement.
- 10.3. In case of termination of this Agreement, in accordance with clause 10.2, Headout shall also have the right to forfeit any/all outstanding payments due to the Partner. If the termination happens because of any other reason apart from the reason listed in clause 10.2 above, Headout shall clear all outstanding payments of the Partner within thirty (30) days of such termination date.
- 10.4. If upon termination there is a balance to be recovered from the Partner, the Partner shall clear all the dues within thirty (30) days of the termination date.
- 10.5. Upon termination of the relationship established under this Agreement, the Partner must immediately remove from the Partner Platform and delete all Permitted Promotional Content, the Links, brand elements, software, documentation, and other materials, including Confidential Information received from Headout.
- 10.6. There are certain clauses under this Agreement, including Clause 6 (Intellectual Property Rights), 9 (Audit), 11 (Liability and Indemnity), Clause 12.1 to 12.3 (Confidentiality) and Clause 13 (Miscellaneous) that by their sense and context are intended to survive performance by either or both Parties, in that case, even the rights deriving from such clauses shall also survive the completion, expiration, termination or cancellation of this Agreement.
- 10.7. Termination of this Agreement is without prejudice to either or both Parties' rights and remedies available under this Agreement.

## **11. Liability And Indemnity:**

- 11.1. Neither Party shall have any liability to the other Party for any losses suffered or incurred by the other Party hereunder, whether in contract, tort, or otherwise, arising from or related to any of the following:
  - 11.1.1. loss of profit, revenue, and business opportunity;
  - 11.1.2. loss or damage to goodwill/reputation;
  - 11.1.3. loss or damage resulting from any third party claims; or
  - 11.1.4. any indirect, special, punitive, incidental, or consequential loss or damage.
- 11.2. Notwithstanding any contained in this Agreement, no provision of this Agreement shall diminish or exclude the liability of either Party for:
  - 11.2.1. payment of funds rightfully due and payable to the other Party;
  - 11.2.2. disclosure of Confidential Information other than as permitted under this Agreement;  
or
  - 11.2.3. fraud or any fraudulent misrepresentation.
- 11.3. Subject to Clauses 11.1 and 11.2, the Partner shall be held accountable to compensate, hold harmless, and defend Headout from and against any and all claims, damages, losses, liabilities, obligations, costs, and expenditures (including, without limitation, legal expenses) resulting from or relating to: (a) the Partner's negligence, fraud or wilful default; (b) material breach of this Agreement; (c) any deficiency or inaccuracy in the representations and warranties in this Agreement.

- 11.4. If Headout is found to be liable to the Partner under this Agreement, the total Commission paid to the Partner in the six (6) month period immediately before the date of the Partner's claim shall be the extent of Headout's liability to the Partner.
- 11.5. In case a claim is received from a third party, the Party receiving such claim shall promptly notify the other Party and both the Parties shall act together in good faith and make commercially reasonable efforts to consult, cooperate and assist each other in the defense and/or settlement of such claim. In case, if any Party is not confident with handling such a claim, the other Party shall be entitled to take over a claim and assume the defense and settlement.

## **12. Confidentiality And Data Protection:**

- 12.1. Each Party is required to maintain all non-public information acquired as a result of the signing and acting under this Agreement completely confidential ("**Confidential Information**"). Customer Data shall be considered as a piece of confidential information amongst the other information gathered under this Agreement that shall also be considered Confidential Information.
- 12.2. Confidentiality obligations provided under Clause 12.1 does not apply:
  - 12.2.1. if such information later becomes public knowledge without any fault on the part of either Party;
  - 12.2.2. to any disclosure made according to applicable laws or regulations, any court order, or under the authority of an applicable governmental agency.
- 12.3. Nothing in this clause shall restrict each Party to disclose Confidential Information to their respective employees, affiliates, advisers, or consultants, strictly on a need-to-know basis.
- 12.4. To ensure the secure custody of any Confidential Information in its possession and to prevent unauthorized access to or use of such Confidential Information, each Party must adopt and maintain such security measures and processes as are reasonably practical. Except as may be required by this Agreement, neither Party may use or replicate any Confidential Information, in whole or in part, in any manner.
- 12.5. As far as Customer Data is concerned, each Party must rigorously abide by all Applicable Laws and regulations governing data protection in their relevant countries. Additionally, each Party should have a rigorous and compliant privacy policy that is readily available to the Customer and outlines how it collects and processes the Customer Data.
- 12.6. In the event of a security breach, the Partner shall immediately notify Headout about the occurrence of any such an event, and in no scenario later than forty-eight (48) hours of the happening of such an event.

## **13. Miscellaneous:**

- 13.1. Notices: Any written or electronic notifications or communications about this Agreement may be sent to the relevant Party at the address provided hereinabove, including the email address provided hereinbelow:  
Headout Email Address: [legal@headout.com](mailto:legal@headout.com)  
Partner Email Address: [info@webmaremma.com](mailto:info@webmaremma.com)
- 13.2. Relationship: A connection of principle to principle is established between the Parties by this Agreement. Nothing above shall be interpreted as creating a partnership, agency or an employment relationship between the Parties.
- 13.3. Entire Agreement: This Agreement shall constitute the entire agreement between the Parties and supersedes any previous agreement/communication exchanged between the Parties on the subject matter. In the event of any conflict between this Agreement and any other agreements/communication executed by the Parties, this Agreement shall supersede.

- 13.4. Amendment: Headout shall have the right to make an amendment to this Agreement. In case any substantial changes are made by Headout that affect the rights of the Partner, Headout shall inform the Partner about such changes beforehand.
- 13.5. Addendum: In case the Parties want to have a special understanding that shall govern the relationship of the Parties in addition to this Agreement, they shall do so by signing an addendum for such special understanding.
- 13.6. Assignment and Third-Party Beneficiaries: Both Parties are prohibited from assigning, transferring, or encumbering any of their rights or obligations under this Agreement without the other Party's prior written consent, with the exception of Headout, which may do so without the Partner's prior written consent in the case of an affiliated company. Whenever there is an assignment, transfer, or encumbrance of this kind, the Partner will be informed.
- 13.7. Severability: In the event, any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
- 13.8. Force Majeure: In the event, either party is unable to perform its obligations under this Agreement because of acts of God, war, strikes, epidemic, government order/restrictions, flood, explosion, or failure of the internet, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes. If such delay or non-performance persists for more than ninety (90) days, either Party may terminate this Agreement on written notice to the other without incurring any further liability under its terms.
- 13.9. Independent Evaluation: The Partner is only relying on the representation, promise, or statement made under this Agreement and has read and independently assessed all of the provisions of this Agreement and the merits of joining the Headout Partner Program.
- 13.10. Governing Law & Jurisdiction:
  - 13.10.1. The Parties agree that, before initiating any litigation concerning this Agreement or their respective obligations hereunder, they will attempt in good faith to resolve their disputes in an amicable manner through an acceptable alternative dispute resolution procedure. Each Party covenants (i) not to unfairly use litigation or the threat of litigation to harass or intimidate the other Party; and (ii) not to assert frivolous claims or defences in any dispute between them.
  - 13.10.2. If the Parties are unable to settle the dispute amicably as aforesaid within a period of thirty (30) calendar days from the invocation of notice for settling the dispute in an amicable manner, by either of the Parties, the dispute shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The seat and venue of arbitration shall be New York and the tribunal shall consist of one (1) arbitrator mutually appointed by the Parties. The language of the arbitration shall be English. The award rendered by the arbitrator shall be final and binding on the Parties.
  - 13.10.3. These Terms are governed by, construed and enforced in accordance with the laws of the State of New York, without reference to conflict of laws principles. Subject to Clause 13.10.2, each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts in the State of New York for the purposes of seeking interim relief in aid of arbitration and enforcing the arbitral award. Notwithstanding anything to the contrary, Headout may, in its sole discretion, waive its right to seek relief under Clause 13.10.2 and approach the courts to seek relief under this Clause 13.10.3.



# headout

## For Headout

## For Partner

*Suren Sultania*

Suren Sultania (11 February, 2026 07:36:31 UTC)

Sign: \_\_\_\_\_ Suren Sultania (11 February, 2026 07:36:33)

Name: Suren Sultania

Designation: COO

*[Handwritten signature]*

Name: Giulio Detti

Designation: Affiliate

|                  |                                                                          |
|------------------|--------------------------------------------------------------------------|
| CONTRACT NAME    | Copy of Affiliate Partner Agreement_Jan 2026_dDxiP1 - colosseo-roma.docx |
| CONTRACT ID      | 3755e8dd-bcaa-4183-ab1f-35682ccd9080                                     |
| STATUS           | Executed                                                                 |
| DATE TIME FORMAT | DD MMMM, YYYY HH:mm:ss Timezone                                          |
| TIMEZONE         | UTC                                                                      |

## CONTRACT HISTORY



SENT

Sent for Signature to **Suren Sultania** (suren@headout.com) by **Fabio Pescante** (fabio.pescante@headout.com).

**11 February, 2026 07:35:44**

UTC

IP: 77.22.202.147



SIGNED

Signed by **Suren Sultania** (suren@headout.com).

**11 February, 2026 07:36:32**

UTC

IP: 49.204.148.150

Bangalore Division, Karnataka,  
India

EXECUTED

This document has been signed and executed by all parties.