

General Licence Terms v.1.0.

relating to the licencing for use of the TMRW System in the Region
(hereinafter: 'GLT')

Applicable: From 15 of September 2018 until revocation
Applicable in Turkey, Bulgaria countries

adopted by **TMRW Applications Ltd.**

Country of Registration:	Malta
Company registration number:	C 84357
Registered seat:	18/2, South Street, Valletta VLT 1102, Malta
Name of account holding bank:	Commerzbank
EU VAT number:	MT 24849908
IBAN (international bank account number with uniform structure)	DE47200400000670670900 (EUR)
SWIFT code (code of account holding bank)	COBADEFFXXX

(hereinafter: 'TMRW') as the legal owner of the TMRW System, as defined hereunder, and all the intellectual property rights relating thereto.

TMRW is therefore adopting this GLT for purposes of licensing out for use the TMRW System as well as the provision of all contiguous and ancillary services related thereto to the Customers, as defined hereunder, subject to and in compliance with the following provisions.

This GLT is valid and effective and shall be binding on the Customers as of the 15th of September 2018 and shall remain valid and effective until notice of its revocation by TMRW to the Customers.

Recitals:

Whereas TMRW operates a cloud-based, real-time application (accommodation booking, opening room doors, checking in and out, setting room temperature, electronic invoicing, remote reception, housekeeping, etc.) (hereinafter: 'TMRW System') which is accessible through the website www.tmrwhotels.life (hereinafter: 'TMRW Website') and/or through the mobile application TMRW Hotels (hereinafter: 'TMRW Application') as user platforms (hereinafter jointly: 'Platforms');

Whereas TMRW offers the TMRW System for use particularly to legal persons in the business of providing accommodation and accommodation related services (hereinafter the 'Customer' or 'Customers'), which legal persons offer accommodation and accommodation related services (hereinafter the 'Services') in their so-called smart apartments, houses, hostels, hotels enabled to automated operation (hereinafter the 'Hotel' or 'Hotels'). The TMRW Application can be downloaded to smart phones from the Apple Store and Google Play as an application downloadable free of charge by the Customer's End Users (guests) and is fully compatible with Android and IOS systems. The detailed compatibility shall be determined in the applicable TMRW GTC (as defined in Point III.1 hereof).

Whereas upon the entering into of a GLT with the Customer, TMRW would then also promote the Hotel/Hotels of the Customer concerned and the automated provision of the Services in the Hotel/Hotels to the accommodating guests, including the automated acceptance of all bookings, orders and specific orders, achieved by a real-time software, electronic system harmonized with the systems of the Hotel, which is able to serve the Customers' guests in a reliable and secure manner and to record the required information, and through which, inter alia, the invoicing and the request/payment of the consideration for the Services can be implemented. This will also serve to expand the Customer's clientele and the promotion of the Hotel/Hotels concerned.

This GLT shall be applicable for Customers in the **Turkish and Bulgarian territories** (hereinafter: 'The Region').

I. Introductory provisions and Scope of the GLT

1. The Customers can acquire licence to use the TMRW System within the frameworks set in the present GLT and accordingly the right to connect to the TMRW System and to integrate their Hotel/Hotels into the TMRW System also in accordance with and subject to the terms and conditions set forth in the present GLT.
2. The present GLT shall cover all legal relationships and together with the **TMRW GTC** shall include the terms and conditions to which licence agreements relating to the TMRW System (hereinafter jointly: '**Licence**') and the provision of all the contiguous and ancillary services by TMRW shall be made subject to; as well as determines the rights and obligations of the parties hereto, which, beside the GLT, shall also be governed by the pertaining law and standards.
3. The present GLT shall regulate all legal relationships between TMRW and the Customers, which fall within the scope of the present GLT.
4. The present GLT shall be applicable also if the TMRW System shall become accessible via platforms, websites or mobile applications other than the Platforms above. Furthermore, it shall be applicable to all manners of use of TMRW's services (mobile website, mobile applications, Facebook page etc.) via which the booking-upload and/or Hotel operation functions of the TMRW System are accessible.
5. The present GLT shall be applicable to all Customers. The provisions of the present GLT shall impose obligations on and grant rights to TMRW, the Customers and all their representatives, successors or assignees.
6. TMRW shall be entitled to unilaterally amend the GLT subject to the giving of a writing to the Customers concerned.
7. TMRW shall be entitled to improve, at its discretion, the TMRW System based on the feedback of the respective Customers and their guests, and to release new versions at appropriate times. The present GLT shall be applicable for the current TMRW System and for all future updates and releases thereof.

II. Prerequisites for the applicability of the Licence

1. As a prerequisite for the granting of the Licence by TMRW to the Customer under the present GLT, the Customer must consent to be bound by the TMRW privacy policy (hereinafter: '**TMRW Privacy Policy**') accessible via the TMRW official web site: www.tmrw.life, as well as the general terms and conditions pertaining to the use of the TMRW System (hereinafter: '**TMRW GTC**') available via the Platforms particularly the provisions therein pertaining to 'Partners'. In such scope, TMRW also stipulates as binding provision that the present GLT shall be interpreted in conjunction with the TMRW GTC and that the concepts of the present GLT shall bear the same meaning as the concepts in the TMRW GTC, bearing in mind that in case of any conflict of contents, the provisions of the present GLT shall prevail.
2. In accordance with the foregoing, the Customer shall conclude the agreement with TMRW, in the frameworks of the Licence as a Partner pursuant to TMRW GTC, with full acceptance of the rights and obligations of partners as prescribed in the TMRW GTC.
3. As a prerequisite for applying the Licence, the Customer shall undertake, as an additional expressed obligation, to harmonize its pertaining policies with the present GLT, the TMRW Privacy Policy and with the TMRW GTC, until the integration of its Hotel/Hotels into the TMRW System at the latest.

III. Acquiring the Licence and using the related TMRW Basic and TMRW Ancillary Services

1. The Customer can request the Licence pursuant to the present GLT and the TMRW GTC, with derogations from the TMRW GTC as may be indicated on the order form, by filling out the order form attached hereto as Annex 1 (hereinafter: '**Order Form**') appropriately and confirming therein acceptance of the present GLT.
2. The Order Form, filled out without errors and bearing the signature of an authorised representative of the Customer, can be handed over to TMRW's authorized representative in person, or can be submitted only by electronic form means as a document via email with pdf. extension, or via the TMRW's electronic surface.
3. TMRW's contact details:

E-mail address: sales@tmrw.life

4. TMRW shall review the Order Form upon receipt, and, if there is no impediment to the conclusion of the GLT, it shall accept the order by countersigning the Order Form and sending it back to the Customer to the contact address as is provided therein by the Customer and in the form that the Customer used for sending to TMRW the Order Form..

In case, for any reason, TRMW is not in a position to accept the Order Form, it shall send a notification to this effect to the Customer at the contact address provided outlining the reasons for the rejection within 30 days from the receipt of the Order Form at the latest. At its sole discretion, TMRW may in such cases invite the Customer to remedy the deficiencies and submit a new Order Form again thereafter.

5. The Licence shall come into existence and the present GLT shall become applicable on the day the Order Form is accepted by TMRW and notification of such acceptance is sent to the Customer.
6. By the filling out the Order Form without errors, the Customer orders from TRMW, and TRMW, if it countersigns the Order Form and notifies the Customer of its acceptance thereof, undertakes to provide the

integration of the Customer's Hotel/Hotels into the TMRW System and to give the Customer the right of use of the TMRW System in the Hotel/Hotels pursuant to the provisions hereof and to the pertaining law and standards.

IV. Effects of the Licence

1. TMRW hereby confirms and declares that is the exclusive licensor of the TMRW System in Region and that it has all the powers and rights to carry out this licensing activity in the Region.
2. Upon the acceptance of the Order Form by TMRW, the notification thereof to the Customer and after the Customer effects full payment of Registration Fee as set forth on the Order Form, TMRW shall give a non-exclusive right to the Customer to use the TMRW System pursuant to the terms and conditions set forth in the present GLT and shall cover both the Basic Services and Ancillary Services as defined hereunder and as further specified in the Order Form. The Customer also acquires the right to use the TMRW's logo (trademark) indicated in Annex 2 and to refer to its partnership with TMRW in the use of the TMRW System.
3. This non-exclusive right of use shall be granted for a limited term as shall be indicated in the Order Form.
4. The validity of the non-exclusive right of use of the Customer shall also be dependent on the continued performance by the Customer of its obligation to pay the Monthly Fee set forth Order Form.
5. After the signature of the Order Form by TMRW and if the fees indicated in the present GLT are contractually paid, the Customer acquires the right to use the TMRW's logo (trademark) indicated in Annex 2 and to refer to its Partnership with TMRW.
6. **As Licence basic service (hereinafter: 'TMRW Basic Service'), the following shall form part of the provision of and the right of use of the TMRW System:**
 - a. Survey of the compatibility of the Hotel/Hotels with the TMRW System, making proposal or individual offer, if required, to the Customer to provide compatibility.
 - b. Registration of the Hotel/Hotels in the TMRW System
 - c. Connection, in case of existing PMS integration, of the systems of the Hotel/Hotels to the TMRW System.
 - d. Allocation of the pre-planned authorisation for login (User Profile) to the Platforms to the Customer
 - e. Allocation of the authorisations for data-upload and data-amendment to the Customer on the Platforms (authorisation to use the TMRW System)
 - f. Allocation of the access authorisation to the Customer for the data basis of the Customer's own Hotels managed by the TMRW System
 - g. Allocation of authorisation for sending newsletters and/or promotions within the TMRW System to the Customer
 - h. Automated implementation of the Customer's instructions according to the approved authorisations in the TMRW System
 - i. Real-time display of the offers, information, contract terms and conditions uploaded by the Customer in the TMRW System, to the users of the TMRW System in order that the users of the TMRW System and/or the guests designated by them (hereinafter 'Guest' or 'Guests') can use Customer's services via the TMRW System
 - j. Conclusion of the contracts formulated in the course of the users' bookings and automated forwarding thereof to the Customer
 - k. Recording and updating the booking data pursuant to the contract formulating in the course of the users' bookings, in the TMRW System and in the Customer's PMS therethrough
 - l. Allocation of the authorisations corresponding to the information available in the scope of the contract formulated by the Guest's booking – particularly hotel system messages confirming the payment of certain fees –, and the recording thereof in the TMRW System and in the internal systems of the Hotel concerned by the booking therethrough
 - m. Implementation or rejection, by TMRW System's messages function, of orders pertaining to booking, orders, specific orders etc
 - n. Providing real-time information to the Users on the Platforms or by separate messages (e.g.: text message, email), in relation to booking, orders, specific orders, based on the information provided by the Customer
 - o. Immediate transmission, to the addressee User, of the invoices uploaded through the Platforms by the Customer
 - p. Recording invoicing information in the TMRW System and recording the corresponding informative accounting broken down by concerned rooms (managing room accounts) with the content complying with GLT
 - q. Indirect marketing (for a separate fee, pursuant Point 3.a of Chapter X)
 - r. Providing connection to the **TMRW HK** System.
7. **As an extended basic service of the License (hereinafter: 'TMRW Basic Service with BLE'), the following shall form part of provision of and the right of use of the TMRW System , beyond the TMRW Basic Service:**

- a. Integrating the Customer's existing and pre-installed BLE units (locks) into the TMRW System.
8. **On the Order Form, beside the binding provisions which cannot be amended within the frameworks of the present GLT, the following ancillary services (hereinafter: 'TMRW Ancillary Services') can be ordered:**
- a. **Dispatcher Service**
 - TMRW makes a Dispatcher Service available for the Customer's Guests 24 hours a day on the TMRW Website and/or via the TMRW Application.
 - The Dispatcher Service shall fulfil all tasks prescribed as operating requirements that a 24-hour reception or concierge service would be obliged to fulfil.
 - The Dispatcher Service shall provide general information to the Customer's Guests related to the concerned booking, order, specific order and pertaining to the operation, services of the Hotel.
 - The Dispatcher Service shall accept Guest complaints and shall take the necessary measures.
 - The Dispatcher Service shall also receive emergency calls, in which case TMRW reserves the right to forward the incoming call directly to the competent authorities in the Region.
 - The Dispatcher Service shall record the incoming requests, whether written or voice-based, and shall store them pursuant to its respective policies.
 - b. **PMS compatible with the TMRW System**
 - In case the Customer has not applied electronic hotel administration system (PMS, i.e. Property Management System) or the system it uses has not been integrated to the TMRW System before, TMRW shall install the required PMS pursuant to its individual offer or shall carry out the Customer's integration to the TMRW System pursuant to an individual offer.
 - c. **Installation and or replacement of BLE – 'Bluetooth low energy' – locking system**
 - In case no or not appropriate BLE system has been installed for the concerned Customer, TMRW undertakes, pursuant to its separate offer, to purchase, install and deploy the required instruments, to the extent requested by the Customer.
 - d. **Education, seminar held on the TMRW System**
 - If the Customer requests, TMRW shall be available to explain the use of the TMRW System and the operation of the Platforms accessible by the Customer in detail at seminar/seminars held, on-site or by means of distance education (*voice and picture based, via internet*), to the employees of the Customer pursuant to its separate offer.
 - e. **General consultancy carried out to support the introduction of the TMRW System**
 - If the Customer requests, TMRW shall support the planning and development of the Customer's full IT system through professional consultancy. The first occasion of consultancy is free of charge, after which the consultation fee shall be charged at the rates indicated on the Order Form.

V. Place of performing the Licence

1. Place of performance: varies depending on the actual service.

In such scope, TMRW shall inform the Customers that the TMRW System is cloud-based, thus, the physical performance of certain parts of the Licence is carried out primarily with the so-called cloud service provider, except if the performance of the given service is related to a different performance site designated expressly by the Parties. By accepting the present GLT, the Customers expressly acknowledge the provisions of this clause.
2. On-call time:

The TMRW System operates 24 hours but the TMRW shall not guarantee 100% access 24x7 to the TMRW System via the Platforms. TMRW excludes its liability for defects of access due to a reason not attributable to itself (*e.g. possible technical failure or outage, any shutdown or break of technical origin, destructive applications or programs placed by others, e.g. viruses, worms, macros or hacker activity*) and for damages arising from possible malfunctions exceeding the 99% on-call time of booking period (yearly average) undertaken by TMRW. By accepting the present GLT, the Customers expressly acknowledge and consent to the provisions of the present clause.
3. Moreover, the stipulations indicated on the Order Form accepted by TMRW shall be applicable.

VI. Deadlines for performing the Licence

1. TMRW shall commence the performance within 30 (thirty) days from the coming to existence of the Licence. Any delays on the Customer's part due to any reason shall exclude any consequent delay by TMRW, except if the Customer's delay is attributable to TMRW in the first place.
2. Moreover, the stipulations indicated on the Order Form accepted by TMRW shall be applicable.

VII. Further detailed conditions of TMRW Basic Services

1. Survey of the TMRW System compatibility with the Hotel/Hotels operational environment, and, if required, making proposal or individual offer for the Customer to generate compatibility in line with the following:-
 - a. The TMRW System only operates in compliance with the technical specification in a suitable operational environment. Suitable operational environment means that the systems and access points of the hotel intended to be connected to the TMRW System are compatible therewith (TMRW compatibility).
 - b. Based on the information provided by the Customer, or, if required (*and if the incurred costs are reimbursed*), surveyed on an on-site examination, it shall be pre-examined by TMRW, as a technical prerequisite of the integration, whether the concerned hotel applications and software comply with the expected operational parameters of the TMRW System and whether the data transmission interfaces are suitable for accepting and transmitting the data required for integration in the TMRW System.
 - c. In case the concerned hotel applications and software do not qualify as suitable operational environment, the Customer may take the necessary measures at its own cost or may, based on a separate offer, engage TMRW to take the necessary actions for the hotel applications and software concerned, to achieve compatibility.
 - d. The performance of further tasks of the TMRW Basic Service cannot be claimed by the Customer from TMRW until the suitable operational environment for integration of the hotel applications and software in the TMRW System is ensured.
2. Registration of the Hotel/Hotels in the TMRW System (hereinafter '**Registration**')
 - a. The Registration shall be subject to a Registration Fee which is determined depending on the survey pursuant to Point 1 of Chapter VI and which shall also be stipulated on the Order Form.
 - b. Once the Registration Fee is paid and the suitable operational environment is ascertained (i.e. if both conditions occur as joint prerequisites), TMRW shall integrate and register the Hotel/Hotels in the TMRW System.
 - c. In the course of the Registration, TMRW shall review the data provided by the Customer and may request further information, if required, from the Customer and shall extend the TMRW System accordingly so that it becomes suitable for connection with the hotel PMS, for giving system-orders to locking systems and for all other functions agreed upon by the Parties.
 - d. In the course of extending the TMRW System, TMRW shall generate the Customer's logically separated user profile/profiles (hereinafter: 'Profile') and the related storage space broken down in compliance with the Customer's requests and with the prior conciliation of the contracting Parties.
 - e. In the course of the Registration, the Hotel/Hotels and the services thereof shall be displayed on the Platforms but TMRW shall not ensure access for Guests thereto until the closure of the connection (Passive display).
3. Connection of Hotel/Hotels with the TMRW System
 - a. As a closure of the Registration, TMRW shall connect the hotel applications and software with the TMRW System.
 - b. The Customer shall provide TMRW with the information essential for successful configuration of its applications and software (*e.g. access keys, source codes*). TMRW shall manage the information provided in such manner confidentially and shall keep it as business secret, i.e. it shall do its utmost to avoid unauthorised access thereto.
 - c. In the course of the connection, the Parties shall closely cooperate, thus, if the connection demands on-site appearance, then, depending on the circumstances, the Customer or, (*against the reimbursement of its costs*) TMRW's representatives (*or its subcontractor*) shall carry out the necessary measures in the Hotel/Hotels in compliance with TMRW's instructions. The Customer shall be responsible to make all the prior necessary arrangements for TMRW's representatives to have the required authorisations and entry permits needed and to hand over the work site to the said representatives at the agreed time and date.
 - d. The duration of the connection may vary and shall be conciliated in advance by the Parties.
 - e. Following the report of performance of the connection provided by TMRW, the Parties shall carry out a test run and shall take minutes of handover and acceptance thereof as soon as it is finished. The connection shall be deemed completed and contractual if, pursuant to professional practices, standards and other (legal) regulations, it was carried out in premium quality and the concerned hotel units are suitable for normal operation via the TMRW System and for the purposes pursuant to the present GLT. The test run shall not last longer than 60 days.
 - f. The contracting Parties agree that TMRW shall not be liable for logical and other software defects in the TMRW System concerning the operation occurring in the test run period but it shall nevertheless be obliged to take immediate measures to overcome the recurrence of such defects.
 - g. The full amount of Licence Fee shall be payable also for the duration of the test run.
 - h. TMRW shall commence the connection of the hotel applications and software to the TMRW System only after the payment of the Registration Fee stipulated on the Order Form.
4. Allocation of authorisations for data-upload and modification to the Customer on the Platforms (authorisation for using the TMRW System)

- a. TMRW, as owner of the TMRW System, shall reserve all rights of the administrator. Accordingly, the Customer may only modify the Profile logically separated in the TMRW System which was generated in the course of the registration, and only within the technical-logical frameworks determined by TMRW and by the GLT (hereinafter: **TMRW Frameworks**). TMRW shall notify the Customer in case of any modifications to the TMRW System which may entail additional cost and/or prior modification of the hotel's applications and software, supplement of the Licence (*particularly in case of integration of new hotel unit or of activating further Ancillary Services*).
- b. The registration of Hotel/Hotels, hotel units or services shall in each case be carried out by the Customer based on the TMRW's instructions or on the content of the 'Support menu' item on the Platforms. The Hotel/Hotels, hotel units or services concerned by such activation become bookable online and available to Guests via the Platforms pursuant to the GLT. The Customer shall acknowledge that the upload or indication of certain information may be prescribed by TMRW as binding prerequisite, for consumer protection reasons or with reference to other provisions of law.
- c. The Customer shall only be entitled to upload offers, documents or share information with Guests in the TMRW System exclusively upon login to and via the Profile.
- d. The Customer shall be entitled to freely modify its offers, published services and the availability thereof within the TMRW Frameworks, and to carry out any customer system activities in general within the TMRW System.

VIII. Manner of performance

1. TMRW states that all personal and material conditions, permits required to perform the services qualifying as the subject of the GLT are available to it.
2. In the course of performing the Licence, TMRW shall act in compliance with the Customer's instructions and shall notify the Customer of all arising relevant circumstances. TMRW shall not carry out any conduct which would violate or jeopardize the Customer's interest.
3. TMRW shall notify the Customer, via email, of any modifications carried out in the TMRW System.
4. With regard to any decisive action to be taken by TMRW which shall be linked to on information required to be provided by the Customer, if the Customer fails to provide such information in a complete and timely manner, TMRW shall not bear liability and shall not be held liable for any damages resulting from delayed or non-performance. .
5. TMRW and the experts engaged by it shall act, in the course of the performance, with the diligence that can be expected from persons specialized in the given professional task.

IX. Liability

1. TMRW warrants that no third persons have any right which would hinder or restrict the Customer's use of the TMRW System pursuant to the Licence.
2. TMRW shall not be liable for any connection and/or operation malfunction or failure of the TMRW System or certain modules thereof if the Customer operates its hotel systems in an operational environment that differs from what has been stipulated by TMRW.
3. TMRW shall fully exclude its liability, towards the Customer and third persons, for all damages arising from any services provided in the frameworks of the present agreement. TMRW shall fully exclude its liability for consequential damages.
4. The Customer shall be liable for providing high-quality services to the Guests in the Hotels, and for meeting the requirements of its qualification (category) as provided by it to TMRW. It shall be the responsibility of the Customer to notify TMRW of any changes in relation to its qualification category.
5. If the Customer breaches any provisions of the present GLT, it shall be fully liable for the damages including consequential damages arising from such breach. In the scope of the foregoing, the Customer shall be liable, in particular, for lawful claims of Guests who have bookings in the Hotel, regardless of whether the Guest or other person intends to enforce such claim jointly and severally against the contracting Parties hereto or exclusively against TMRW. The provisions of the present clause shall be applied mutatis mutandis to the claims of third persons.
6. The Customer shall not carry out such action as may harm TMRW's reputation. The Customer shall be liable for damages in case of any such action.

X. Licence Fee

1. TMRW shall provide the Licence and perform the Basic Services in return for a mixed work and licence fee as detailed on the **Order Form** (hereinafter: **'Licence Fee'**) and for the reimbursement of its verified costs incurred in relation to the said provision and performance (hereinafter: **'Cost-reimbursement'**), which shall be payable in arrears by the Customer against presentation by TMRW of electronic invoices to the Customer, pursuant to the terms of the GLT and to the Order Form.

In case the Customer requests the performance of Ancillary Services as may be detailed on the Order Form, the Licence Fee shall be increased by the fees as shall also be stipulated in the Order Form for the requested Ancillary

Services, which shall be payable in arrears by the Customer against presentation by TMRW of electronic invoices to the Customer, pursuant to the terms of the GLT and to the Order Form.

2. TMRW reserves the right to review and, if necessary, unilaterally modify the individual units of the Licence Fee once a year, pertaining to a whole year. TMRW shall notify the Customer of such modification 90 days prior to the expiry of the given Customer agreement at the latest. The fee modifications shall enter into force each time on 1 January for a whole year and shall not be applicable to the Customers who are not entitled to terminate their agreement before the modification enters into force. By accepting the present GLT, the Customer shall expressly acknowledge and accept the foregoing.

3. Cost-reimbursement:

- a. TMRW's Marketing cost:

The Customer shall pay to TMRW a Marketing fee which shall be payable monthly in advance and the amount of which shall be flat rate of 20% of the Monthly Licence Fee. The said Marketing fee shall be accounted for in the monthly invoices as shall be issued by TMRW pertaining to the Monthly Fee. The said Marketing fee shall be a charged forward amount which TMRW shall use at its discretion but only for advertising the TMRW Software and the Hotels of the Customers using same.

- b. TMRW's further eligible out-of-pocket expenses:

The Customer shall reimburse TMRW's further expenses which may be incurred by the latter in relation to provision of the Licence to the Customer and the services related thereto and are recognised by the Customer, until the 10th day of each month, pursuant to TMRW's invoices pertaining to the due Monthly Fee. In case a dispute occurs in relation to costs, TMRW shall be entitled, in divergence to the foregoing, for the reimbursement of its costs at the amount of 50% of the due Monthly Fee as flat rate cost-reimbursement, without separate verification.

- c. Fees for technical support provided by TMRW

During the standard office working hours (between 9-17), TMRW shall ensure technical support for the use of the TMRW System. Any technical support as may be required outside the standard office working hours (e.g. for extended period or covering also cases concerning the own IT infrastructure of the company using the licence) shall be subject to a separate agreement. Technical support shall be available by phone, via email or via TMRW's own defect management system.

XI. Stipulation of contractual penalty

1. The Customer shall be liable to a contractual penalty in case of failure or delay in effecting any payment obligations pursuant to the provisions of the GLT.
2. The penalty shall be calculated as 1% of the amount due per each day or part thereof of delay, which amount shall however be capped at 15% of the net amount due.
3. TMRW shall be entitled to offset its claim for penalty against any pecuniary claims which the Customer may have against it upon notifying the Customer of the proposed set off.
4. The payment of penalty by the Customer shall not exempt it from the obligation to perform the payment concerned.
5. The payment of penalty shall not affect TMRW's right to enforce its claim for damages beyond the penalty against the Customer.

XII. Notices

1. The contracting Parties shall communicate all relevant notices with the other Party in writing. Statements sent by fax or by telegram shall also be deemed to be made in writing, as well as emails in case of confirmation by the addressee.
2. The present Chapter shall be otherwise governed by the provisions stipulated in the Order Form accepted by TMRW.

XIII. Copyright

1. TMRW shall reserve all its economic rights of copyrights, the Customer shall acquire the rights of use based on the present GLT, exclusively under the scope thereof and stipulated therein.
2. Within the frameworks of the Licence, the Customer shall be entitled to: the Profile, to the use of which it shall be entitled throughout the term of the Licence in the number of copies pursuant to the Parties' agreement, with unlimited number of Users.
3. TMRW shall have the exclusive right to develop or transform the TMRW System. The TMRW shall disclose the source code of the TMRW System only in case of a separate agreement being entered into with the Customer and against a separate fee, otherwise the source code shall not be available.
4. In the course of performing the Licence, the organisational units, Hotel/Hotels of the Customer shall not be deemed as third persons.
5. The consideration for the rights of use of the TMRW System being granted by TMRW is included in the Licence Fee.

XIV. Scope of the Licence

1. The agreement shall be concluded between the Parties for a definite term under the terms and conditions set forth in the present GLT and in the Order Form, which temporal scope shall run from the date of acceptance of the Order Form by TMRW until 31 December of the following year. Following the expiry of the said term, the scope of the GLT shall be extended by 1 (one) year automatically, except if either Party notifies the other Party of not intending to extend the Licence. Such notification must be sent by not later than 60 (sixty) days before the expiry of the agreement.
2. Both TMRW and the Customer shall be entitled to terminate the Licence unilaterally, without reason, until the payment of the Registration Fee to TMRW (i.e. until the Registration Fee is credited to the TMRW's designated account).
3. In case the Customer fails to pay the Registration Fee by the set deadline, the GLT shall be terminated automatically without any further action, in which case the Customer shall reimburse all costs incurred by TMRW in relation to the Licence as stipulated in TMRW's notice, within five (5) days from by such notice.
4. Following the payment of the Registration Fee
 - a. until the connection pursuant to Point 3 of Chapter VII hereof, the Customer shall be entitled to withdraw from the Licence if it pays retention money in an amount of EUR 5,000 (five thousand euros) and reimburses the costs incurred by TMRW.

The Parties shall not be entitled to withdraw from the Licence following the date stipulated in the present Point.
5. If the GLT terminates due to any reason, TMRW shall not be obliged to ensure access neither for the Customer, nor for the Guests to TMRW System, but the Customer shall still be obliged to fully serve the concerned Guests. In case of failure to observe the foregoing provision, if any Guest intends to claim fee, reimbursement or damages from TMRW under any title, the Customer shall reimburse that to TMRW upon its first notice.
6. The foregoing limitations shall not be applied in case of termination with immediate effect due to serious breach of contract, i.e. each of the Parties shall be entitled to terminate the GLT with immediate effect in case of serious breach of contract.
7. In case of serious breach of contract by the other Party, any Party shall be entitled to terminate the Licence with immediate effect in writing. Such termination shall only take place if the breaching Party fails to remedy the breach of contract after receiving a written notice calling on remedy which also contains the details of the breach, by the deadline set in such notice. The following cases shall be deemed as serious breach of contract, particularly but not exclusively:
 - a. breach of obligation of confidentiality,
 - b. failure to meet the statement obligation by the obliged Party,
 - c. repeated delay in performance of obligations, particularly payment or statement obligation, by the Customer due to its own attributable conduct, and the failure to perform within the additional time set for performance,
 - d. failure by TMRW to perform its obligations contractually in relation to the Licence within 30 days from calling on performance,
 - e. violation of TMRW's reputation of by the Customer.
8. In case the GLT terminates due to any reason, the Customer shall return to TMRW, within five (five) days from the termination, all documentations, data, the copies thereof and Profile access which it has been provided with. Such handover and acceptance shall be documented by the representatives of the Parties in writing, *which can be fulfilled also by making a separate statement according to the Parties' agreement.*

XV. Conclusion of the agreement by electronic means

1. TMRW shall enable the conclusion of the agreement both in paper form and by electronic means. In case of choosing electronic means, the present GLT can be accepted by indicating 'I accept', furthermore, the Order Form can be filled out also electronically.
2. The accepted GLT shall be deemed as a contract concluded in writing.
3. TMRW does not fall into the scope of any code of conduct.
4. The language of the conclusion of the agreement shall be English.
5. The GLT is permanently available on the website **www.tmrwhotels.life**.

XVI. Miscellaneous provisions

1. TMRW also hereby informs the Customers of its pertaining policies, of the TMRW GLT and the TMRW Data Protection Policy which can be viewed on the Platforms also without prior authorization. By accepting the present GLT, the Customer verifies the provision of such information and thereby states that in the course and within the scope of the present GLT it shall comply with and observe the provisions set forth in the pertaining policies of TMRW.
2. TMRW shall be entitled to assign all rights set forth in the present GLT and the contract concluded by the acceptance of the present GLT or a part thereof to third persons, of which it shall inform the Customer sufficiently. The Customer hereby expressly consents to such assignment of contract.

3. TMRW and the Customer shall be obliged to cooperate, thus, they shall cooperate permanently and inform one another of all facts and circumstances concerning the Licence that affects the performance of the GLT or is in relation thereto.
4. The GLT shall only be amended or supplemented in writing, in the form of expressed amendment of contract, TMRW shall exclude any amendment or supplement by means of implicit conduct. No statement or lack of statement shall be deemed as waiver of right. Each provision of the contract and each statement shall be interpreted in accordance with the whole content of the GLT.
5. Both TMRW and the Customer shall be bound by the obligation of confidentiality regarding all information, data which they become aware of in the course of the fulfilment of their obligations, thus, they shall manage such information as business secrets and shall not disclose them to third persons without the prior consent of the other contracting Party in writing and shall not make them available in any manner, neither during the term of the GLT nor thereafter, except for the cases of mandatory information-providing stipulated by law.
6. The contacting Parties' rights and obligations in relation to confidentiality, legal disputes and communication shall remain and shall be binding to the contracting Parties after the termination of the GLT for any reason and under any title.
7. Either contracting Party shall be entitled to terminate the Licence with immediate effect if bankruptcy or liquidation proceedings have been initiated against the other Party, furthermore, if any circumstance occurs which clearly frustrates the contractual performance and may cause damage to the contracting Party therewith.
8. The present GLT was prepared in English.
9. By accepting the present GLT, the contracting Parties expressly accept the obligation for attempting to settle any arising disputes in relation to the GLT and to the contracts falling under its scope amicably.
10. Any dispute, controversy or claim arising out of or relating to this GLT, or the breach, termination or invalidity thereof, shall be settled by arbitration, in accordance with Part V (International Arbitration) of the Malta Arbitration Act and the Arbitration Rules of the Malta Arbitration Centre as at present in force. The appointing authority/administrator of the arbitration shall be the Malta Arbitration Centre; The number of arbitrators shall be three. The place of arbitration shall be Malta. The language to be used in the proceedings shall be English. The applicable substantive law shall be the Maltese Law
The provisions of this GLT and the Annexes thereto shall be governed by the provisions of Maltese Law.
11. The TMRW shall provide the present services only to persons not qualifying as consumers.
12. The following Annexes are attached to the present GLT as integral parts thereof.

Annex 1: Order Form

Annex 2: TMRW trademark

Date: Malta (Valetta) , 15 September 2018

The undersigned
 Abbreviated company name:
 Company registration number:
 Registered seat:
 Bank account and the name of the bank account holder financial institution:
 Tax number:
 EU VAT number (if any):
 Statistical number:
 Represented by: (e-mail:; phone:, fax:

as customer (hereinafter: ‘Customer’), by signing the present deed,

fully accepting

the **General Licence Terms of the TMRW Applications Ltd. (Company registration number: C 84357; registered seat: 18/2 South Street, Valletta VLT 1102 - Malta) pertaining to TMRW System licence agreements, effective on the day indicated below (hereinafter: ‘GLT’), with regard to the provisions therein, hereby**

orders

the Licence – the **TMRW Basic Services** thereof – pursuant to the GLT, for a one-year period - renewable from year to year in accordance with the GLT -, covering the Hotel/Hotels indicated below which provides/provide accommodating and related services, operated by the Customer.

Hotel 1	
Name of Hotel:	
Address of Hotel:	
Classification of Hotel:	
PMS applied in Hotel*	Clock Opera Fidelio Protel Other:
Type of locks, locking system applied in Hotel*	Assa Abloy Onity Salto Other:
Number of BLE locks concerned by the present order/Licence:	
TMRW services*	Basic Services pursuant to the GLT Basic Services pursuant to the GLT with BLE
Technical specification of systems wished to be connected to TMRW System but not or questionably compatible thereto	attached as Annex
Rate of Registration Fee:	
Monthly Licence Fees in total (...../BLE/ month):	
Monthly charging forward of Marketing costs in total:	
Fee of 24 hours technical support:	

* please underline the corresponding answer

The fees indicated in the Order Form and in all Annexes thereof do not include VAT.

TMRW Ancillary Services

I hereby order the **Ancillary Services** pursuant to the GLT, covering the following Hotel/Hotels operated by the Customer, providing accommodation and related services

Hotel 1	
Name of Hotel:	
Address of the Hotel:	
Classification of Hotel:	
PMS applied in Hotel*	Clock PMS Opera Fidelio Prot Other:
Type of locks, locking system applied in Hotel*	Assa Abloy Onity Salto Other:
Number of rooms (guest beds) concerned by the present order:	
Rate of registration fee for Dispatcher Service:	
Total fee of Dispatcher Service (...../room/month):	
Hourly fee of on-site working: EUR/hour/person
Transfer fee to the site by car: EUR/km

* please underline the corresponding answer

The fees indicated in the Order Form and in all Annexes thereof do not include VAT.

Furthermore, I hereby order the following ancillary services (*pursuant to the terms and conditions set forth in the GLT*):
– please indicate the order by placing an X in the box preceding the chosen Ancillary Service –

Dispatcher Service

The consideration thereof is the Dispatcher Service Fee whose precise rate and composition is indicated in the individual offer in compliance with the Parties' prior conciliation, attached to the present Order Form as Annex

Installation of PMS compatible with the TMRW System, on-site if required

The consideration thereof is the Installation Fee whose precise rate and composition is indicated in the individual offer in compliance with the Parties' prior conciliation, attached to the present Order Form as Annex

Installation and/or Replacement of BLE – „Bluetooth low energy” – locking system

The consideration thereof is the Installation/Replacement Fee whose precise rate and composition is indicated in the individual offer in compliance with the Parties' prior conciliation, attached to the present Order Form as Annex

Education service, seminar on the TMRW System

The consideration thereof is the Education Fee whose precise rate and composition is indicated in the individual offer in compliance with the Parties' prior conciliation, attached to the present Order Form as Annex

General consultancy to support the introduction of TMRW System

The TMRW supports the planning and development of the Customer's full IT system in the frameworks of professional consultancy whose precise rate and composition is indicated in the individual offer in compliance with the Parties' prior conciliation, attached to the present Order Form as Annex

Carrying out project management tasks in the course of introducing, integrating systems

The fee of TMRW's full project management service in relation to the development of the Customer's full IT system is indicated in the individual offer in compliance with the Parties' prior conciliation, attached to the present Order Form as Annex

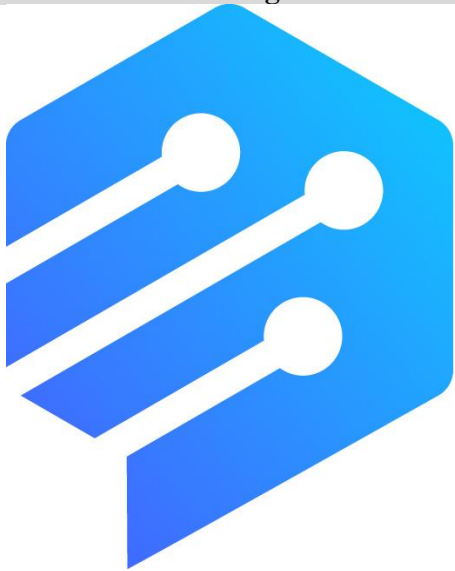
The Customer hereby states that it learned the terms and conditions of the present GLT and that it had the opportunity to understand and interpret such terms and conditions before accepting them. The Customer understood the content of the GLT and hereby accepts all terms and conditions thereof. Furthermore, the Customer consents to the processing of its personal data by TMRW pursuant to the scope of the GLT and during the term prescribed by law. Furthermore, the Customer personally warrants and bears financial and criminal liability for being fully authorised to accept the GLT.

Date.:, 2018

I accept the above order on 2018, with regard to which the GLT shall be concluded between the Customer and TMRW as contracting Parties on the same day.

.....
.....
Represented by:
Customer

.....
TMRW Applications ltd.



tmrw
HOTELS[®]