



## COSY FOR YOU - TOUR PER TUTTI

Sede legale: Centro Direzionale is C2 int 16  
80143 - Napoli

### Collaboration Agreement (Memorandum of Understanding)

BETWEEN

The Tour Operator and Tourism Agency, called "Cozy For You - Tour for All", holder of the Tourism Agency - Tour Operator license, authorized by the Campania Region, with registered office in Naples at the Centro Direzionale, C2 internal 16 - 80143 and VAT No. 7757411315 and registration REA NA – 907354, in the person of the legal representative Lepre Vittorio; (hereinafter referred to as INTERMEDIARY T.O. or C4Y)

AND

The company / firm \_\_\_\_\_, in the person of \_\_\_\_\_, with registered office in \_\_\_\_\_, via \_\_\_\_\_, Cap \_\_\_\_\_; VAT number \_\_\_\_\_  
tel. \_\_\_\_\_ fax \_\_\_\_\_ email \_\_\_\_\_;  
(hereinafter referred to as T.O. SUPPLIER)

GIVEN THAT

- Cozy For You - Tour per Tutti is a company that operates in the tourism organization sector that enhances a high quality tourism product at an entrepreneurial level, with particular reference to the production on one side and sale and intermediation of tourist tourism products accessible to people with "special" needs on the other side;
- the T.O. Intermediary C4Y operates a tourism e commerce platform (the "Platform") located at 'cosyfair.com', through which, as well as other related distribution channels, distributes tours, adventures, tourism and services and accessible activities managed by third party tour operators for purchase (i.e., booking) by the customers (included people with disabilities);
- **C4Y** is interested in identifying attractive tours and activities at abroad destinations and selling the tourism products of other partner companies SUCH AS TOUR OPERATORS ABROAD products (packages or tailor made) accessible and logistically efficient and responding to parameters mutually recognized inclusive of all services, from accommodation to suitable transport also to the needs of customers with disabilities
- C4y will book and sell those tours and activities, by marking up Tour Operator activity fees, and the Tour Operator Fornitore will operate the tourism product.
- the TO Supplier \_\_\_\_\_ is a company / other ..... which also operates in the creation and tourist tourism activities in the (COUNTRY) ....., and is interested in selling its products and services (tourism packages , organized trips etc ..) carried out in his territory and made available to the public of customers through the 'Cozy Fair' e-commerce platform managed by the coop Cosy for You pursuant to this agreement,

**WHEREAS, the Parties intend to add tourism products managed by the above-identified Tour Operator C4Y to the Platform pursuant to this Agreement,**

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

AGREEMENT.

Responsibilities of the Parties:

Società cooperativa sociale a.R.L. Onlus C.F./Part.Iva Reg Imp C.C.I.A.A. Na 07757411215  
REA NA-907354 Capitale Sociale € 9.000,00 i.v. Iscritta all'Albo delle Cooperative al n. C101173  
[info@cosyforyou.org](mailto:info@cosyforyou.org) PEC: [cosy4you@pec.it](mailto:cosy4you@pec.it) +39 081-5561501



## **COSY FOR YOU - TOUR PER TUTTI**

Sede legale: Centro Direzionale is C2 int 16  
80143 - Napoli

Prior to adding any given Tourism product to the Platform, the Parties shall agree upon the Tour Operator's fees (net price and commissions) for the tourism product (the "TO Fees"), the payment schedule for the TO Fees, the dates for the tourism product, and any additional terms or conditions associated with the tourism product.

In any case and in every respect, the parties are required to cooperate and execute this agreement in good faith, so that their behavior facilitates sales and the dissemination of products and services among the public, with mutual benefit.

Upon this agreement, the T.O. Intermediary C4Y undertakes to:

- 1) market the Tourism product and make it available for booking and purchase by the Platform's customers consistent with the terms and conditions agreed upon by the Parties for such tourism product;
- 2) The C4Y will provide customers with important information regarding the risks of the tourism product and the participants' responsibilities.
- 3) Once the C4Y customer purchases, C4y will send a confirmation of the purchase to the Tour Operator with all customer contact information – before already collected - and all other booking and contract details requested by the Tour Operator Supplier. Before any purchase, C4Y will check out availability with the Tour Operator Supplier.
- 4) provide customer support before the trip and deliver all tourists to the Tour Operator Supplier based on the requirements of Tour Operator F., especially if including the organization of tours with disabled participants;
- 5) C4Y will pay a downpayment to the Tour Operator according to Tour Operator payment policy within 3 days after the Purchase was made and the client had poured it out and will pay the balance at the end of the service/tour/tourism within 3 days after the client had poured it .

In furtherance of the foregoing, the Tour Operator Supplier agrees to:

- 1) provide all such information that the C4Y may request to review the proposed tourism product and understands and agrees that the C4Y may, in its sole discretion, decline to post any proposed Tourism product on the Platform
- 2) confirm the availability within 3 business days after the booking request of the Intermediary.
- 3) manage and operate the tourism, after customers have booked the tourism product on the Platform, consistent with the agreement of the Parties for the Tourism and consistent with this Agreement;

### **Term and Termination**

This Agreement is effective as of the date on which the Tour Operator supplier accepts this Agreement and will remain in effect thereafter unless terminated in accordance with this Agreement. Either Party may terminate this Agreement upon 30 days written notice to the other Party. Upon termination, the Tour Operator C4Y agrees to return any and all property provided by the Supplier in the condition it was received and the Tour Operator shall only be paid for tourism products completed prior to the date of termination.

### **Rates and Payments**

The C4Y has the right to set the price that users will pay for each Tourism Product sold on the platform Cosy fair.com, provided that the C4Y shall not charge more than 20% (twenty percent) above the TO net price and Fees for any given product. The price for each Tourism product will be jointly agreed upon before the C4Y markets an individual Tourism. The C4Y will be responsible for collecting funds from its customers for the Tourism Product and will pay the Tour Operator Supplier the agreed TO Fees (net price and commission) on the payment schedule agreed upon by the Parties for each tourism product sold.



## **COSY FOR YOU - TOUR PER TUTTI**

Sede legale: Centro Direzionale is C2 int 16  
80143 - Napoli

Except as specifically agreed upon by the Parties from time to time, each Party shall be responsible for its own expenses in furtherance of this Agreement and any tourism product sold.

### **Bookings, cancellations, and modifications**

When a customer requests to book a T.P. on the Platform, the C4Y shall communicate the booking request to the Tour Operator Supplier within 24 hours of receipt of such request via email or such other method as the Parties agree upon. Within 3 working days of receipt of a booking request from the C4Y, the Tour Operator Supplier shall inform the C4Y whether such booking is confirmed or is refused. For any booking to be effective it must be confirmed by the Tour Operator Supplier.

The T.O. Intermediary fulfills all consumer information obligations, imposed by the law on the seller and also to promptly transmit to customers all communications relating to any price revision, or to other changes to the package / stay / tour possibly communicated by the T.O. Supplier;

In the event that a user requests to cancel or modify an accepted booking or a booking request, the C4Y shall communicate such request to the Tour Operator Supplier within 24 hours of such request.

Within 3 working days of receipt of such request from the C4Y, the Tour Operator Supplier shall inform the C4Y whether such requested modification or cancellation is confirmed or is refused;

otherwise the booking will be considered not completed.

The commission will not be recognized in case of cancellation; therefore it will not be recognized on penalties; The reduction as specified above will be applied to the individual participation fees (with the exclusion of any individual management fee); air, rail and sea tickets, tourist visas and tourist taxes will also be considered excluded.

### **Insurance**

The Tour Operator agrees to obtain and maintain commercial general liability insurance with policy limits of no less than \$ 2 milioni di dollari USA or the corresponding value in Euro per occurrence for the duration of this Agreement. Upon the C4Y's request, the Tour Operator shall furnish proof of insurance for each year during the term of this Agreement on accidents and aggregate, general and professional liabilities..

### **Representation and Warranties**

The Tour Operator Supplier represents and warrants to the C4Y each of the following:

- that each Tourism product will strictly conform with all information provided to the C4Y for each Tourism product;
- that it is duly licensed (as applicable) and has the qualifications, the product,, and the ability to properly perform the obligations hereunder and to manage and operate each tourism product;
- that it will use its best efforts to perform the obligations hereunder and to manage and operate each ETourism product consistent with standards applicable in Tour Operator's industry and to Accessible Tourism;
- that it is a duly organized and validly existing legal entity in its jurisdiction of incorporation;
- that it has full right, power, and authority to enter into this Agreement and to perform its obligations and duties under this Agreement
- that the performance of such obligations and duties does not and will not conflict with or result in a breach of any other agreement to which it is bound or any judgment, order, or decree by which it is bound; and

Società cooperativa sociale a.R.L. Onlus C.F./Part.Iva Reg Imp C.C.I.A.A. Na 07757411215  
REA NA-907354 Capitale Sociale € 9.000,00 i.v. Iscritta all'Albo delle Cooperative al n. C101173

[info@cosyforyou.org](mailto:info@cosyforyou.org) PEC: [cosy4you@pec.it](mailto:cosy4you@pec.it) +39 081-5561501



## **COSOY FOR YOU - TOUR PER TUTTI**

Sede legale: Centro Direzionale is C2 int 16  
80143 - Napoli

- that no approval, authorization, consent, permission, or waiver to or from, or notice, filing, or recording to or with, any person, entity or governmental authority is necessary for the execution and delivery of this Agreement or the performance of its obligations pursuant hereto.

### **Intellectual Property & Publicity Rights**

Each Party recognizes and agrees that, except as specified herein, nothing contained in this Agreement will be construed as granting any property rights, by license or otherwise, to any intellectual property or other materials disclosed under this Agreement. Notwithstanding the foregoing, the Tour Operator Supplier grants the C4Y a license to use all materials provided to the C4Y during the term of this Agreement for the purpose of posting Tourism Product on the Platform and for the purpose of the C4Y's promotion of the Platform.

### **Confidentiality**

Each Party may disclose information to the other Party, or otherwise, learn such information, that is designated as confidential or that reasonably should be understood to be confidential ("Confidential Information"). Each Party agrees to only use the other Party's Confidential Information for its intended purpose and agrees to maintain the confidentiality of Confidential Information during the term of this Agreement and for a period of two years following termination of this Agreement, except that the non-disclosure and use restriction obligations shall survive with respect to Confidential Information for as long as such Confidential Information retains its status as a trade secret under applicable law. Each Party shall provide prompt notification to the other Party of any unauthorized access to or disclosure of the other Party's Confidential Information. The term "Confidential Information" shall not include any information that is or becomes publicly and widely known through no wrongful act of the Parties, nor information that was independently developed by a Party without the use of the other Party's Confidential Information. Notwithstanding the above, nothing in this section shall prohibit either Party from providing Confidential Information to its insurers, attorneys, or to a government agency, law enforcement agency, or emergency medical personnel as reasonably necessary to protect its interests or as required by law.

### **Non-Exclusivity**

Nothing contained in this Agreement shall limit C4Y's right to engage or otherwise work with, any third parties in Tour Operator's field of specialization or any other field.

### **Disclaimer**

The C4Y does not assume responsibility for any actions by any individual who purchases or participates in any tourism product. further, company does not warrant, endorse, guarantee the truthfulness or accuracy, or otherwise assume responsibility for any information provided by any user.

### **Limitation of Liability**

To the maximum extent permitted by law, neither party nor their respective directors, officers, employees, agents, parent, subsidiaries, and other affiliates will be liable for any indirect, special, incidental, consequential, exemplary or punitive damages, regardless of the form of action whether in contract, tort (including negligence), strict liability, or otherwise, even if such party has been advised of the possibility of such damages. the foregoing limitation of liability shall not apply to tour operator's indemnification obligations contained below.

### **Indemnification**

Società cooperativa sociale a.R.L. Onlus C.F./Part.Iva Reg Imp C.C.I.A.A. Na 07757411215  
REA NA-907354 Capitale Sociale € 9.000,00 i.v. Iscritta all'Albo delle Cooperative al n. C101173  
[info@cosyforyou.org](mailto:info@cosyforyou.org) PEC: [cosy4you@pec.it](mailto:cosy4you@pec.it) +39 081-5561501



## **COSY FOR YOU - TOUR PER TUTTI**

Sede legale: Centro Direzionale is C2 int 16  
80143 - Napoli

The Tour Operator Supplier shall hold harmless, defend and indemnify the C4Y and its directors, officers, employees, agents, parent, subsidiaries, and other affiliates from and against any and all liability, loss, damage, expense, costs (including without limitation reasonable attorneys' fees) of every nature arising out of (a) the Tour Operator Supplier's actions or omissions in connection with any Tourism Product or (b) any breach of this Agreement by the Tour Operator Supplier.

Likewise, the C4Y shall hold harmless, defend and indemnify the Tour Operator Supplier and its directors, officers, employees, agents, parent, subsidiaries, and other affiliates from and against any and all liability, loss, damage, expense, costs (including without limitation reasonable attorneys' fees) of every nature arising out of (a) the Company's actions or omissions, or (b) any breach of this Agreement by the C4Y.

### **Dispute Resolution**

To the extent that a dispute arises between the Parties and is not resolved informally by the Parties, any legal action or other legal proceeding arising out of or relating to this Agreement or the enforcement of any provision of this Agreement shall be resolved through binding arbitration administered by Naples, Campania, Italy.

Notwithstanding the foregoing, either Party may bring a lawsuit solely for injunctive relief without engaging in the dispute resolution process described in this Section.

### **Miscellaneous Relationship of the Parties**

The Parties agree that the relationship of the Parties shall be that of independent contractors. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

### **No Third-party Beneficiaries**

This Agreement is not intended to and shall not be construed to give any third party any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with this Agreement.

### **Successors And Assigns**

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and assigns. Neither Party may assign its rights and obligations under this Agreement without the other Party's written consent, except that either Party may assign this Agreement in its entirety, without consent of the other Party, to its parent, subsidiary, or affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets..

### **Modifications and Waiver**

No terms in this Agreement may be changed except by an amendment or separate agreement executed in writing by an authorized representative of both Parties. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

### **Entire Agreement**



**COSY FOR YOU - TOUR PER TUTTI**

Sede legale: Centro Direzionale is C2 int 16  
80143 - Napoli

This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter contained in this Agreement and supersedes all prior or contemporaneous discussions, understandings, and agreements, whether oral or written, between the Parties relating to the subject matter of this Agreement.

**Severability**

Should any provision of this Agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect, to be read and construed as if the void or unenforceable provisions were originally deleted.

**Notices**

Any notice made pursuant to this Agreement will be in writing and will be deemed delivered on (i) the date of delivery if delivered personally, (ii) five (5) calendar days after mailing if duly deposited in registered or certified mail or express commercial carrier, or (iii) upon confirmed receipt by email, addressed to the Party to be notified at the address or email address shown on the signature page of this Agreement or to such other address or email address as may be hereafter designated by either Party

The data processing is carried out and used according to the Legislative Decree 30 June 2003, n. 196, "Code regarding the protection of personal data".

**Counterparts**

This Agreement may be executed in counterparts which taken together will be regarded as one and the same Agreement.

**Acceptance**

The C4Y and the Tour Operator Supplier.....hereby acknowledge the receipt and understanding of all the terms and conditions as outlined in this Agreement.

Luogo e Data, \_\_\_\_\_/\_\_\_\_\_

**Cosy For You – Tour per Tutti as the Intermediary** .....as Tour Operator **Supplier**

.....