



GLOBAL TRAVEL INSURANCE PARTNERSHIP AGREEMENT

iHotelier partnership

This Partnership Agreement (the "Agreement") is entered into between battleface Inc, and its subsidiaries, having its registered office at 800 North High Street, Columbus, Ohio 43215 (hereinafter "battleface") and the hotel or hotel group identified in the execution block below (the "Hotel"). This Agreement governs the terms under which the Hotel may facilitate, distribute, enrol or refer guests to optional travel insurance products in connection with hotel bookings. Third-party booking or distribution technology providers, including iHotelier and Amadeus, act solely as technology facilitators and are not parties to this Agreement.

1. Appointment and Global Framework.

battleface appoints the Hotel on a non-exclusive basis to participate in the facilitation, distribution, enrolment or referral of travel insurance products strictly in accordance with this Agreement and the applicable Product Schedules. This Agreement constitutes a single global framework enabling the Hotel to participate simultaneously under multiple regulatory and commercial models, which shall apply depending on guest residency and Hotel location.

2. Limitation of Authority.

For the avoidance of doubt, the Hotel is authorised only to perform activities expressly permitted under the applicable Product Schedule. No authority shall be implied. Except where expressly authorised, the Hotel shall not provide insurance advice, interpret coverage, amend policy terms or pricing, collect premiums, handle claims, settle complaints, or hold itself out as an insurer, broker, agent, MGA or intermediary. Silence or course of dealing shall not constitute authority.

3. Hotel Obligations.

The Hotel shall display battleface-approved insurance content without modification, ensure staff compliance with this agreement, avoid misleading conduct, forward complaints promptly, and provide information reasonably required for compliance, audit or regulatory purposes.

4. battleface Obligations.

battleface shall maintain all required licenses, make agreed products available, issue policies, manage claims and complaints, and ensure compliance with insurance and consumer protection regulation.

5. Regulation and Compliance.

Each party shall comply with applicable insurance, consumer protection, financial crime and data protection laws. Each party shall notify the other of regulatory investigations, insolvency or material changes affecting this Agreement. battleface may suspend activity to comply with regulatory requirements.

6. Data Protection.

Each party acts as an independent controller and shall comply with GDPR, UK GDPR and all applicable data protection laws in the jurisdictions where they operate. The Hotel warrants valid consents are obtained prior to data transfer. Parties shall notify one another of data breaches and cooperate in mitigation.

7. Complaints.

The Hotel shall forward all insurance-related complaints or regulatory inquiries to battleface within one (1) business day and shall not respond substantively or offer refunds or compensation unless instructed by battleface. The Hotel has no authority for complaints handling and should send all complaints to complaints@battleface.com.

8. Remuneration / Compensation

- Remuneration/ compensation shall be paid to the Hotel in accordance with the applicable Product Schedule.
- The remuneration/compensation shall be considered payment in full for all services performed and expenses incurred by the Hotel and will be subject to charge back and/or reimbursement with respect to any policy subsequently rescinded, replaced, or cancelled.
- The Company will provide the Hotel with a monthly statement of all premiums recorded from policies concluded in the preceding month, as well as premium and remuneration/ compensation becoming due and payable as a result of same, which statement shall be provided within fifteen (15) days of the end of each month.
- The Company shall pay the remuneration/ compensation earned by the Hotel by the end of each month in accordance with the monthly statement. In the event that the Company refunds any insured's premium for which commission has been paid to the Hotel, the Company will offset this amount from future payments.
- Commission shall be calculated monthly on the gross written premium generated during that month. Where premiums are collected in multiple currencies, commission shall be calculated separately in each currency in which premium was collected, using the original transaction currency in each case. battleface shall not perform any currency conversion for the purposes of commission calculation, and the Hotel accepts that no blended or converted commission figure will be provided. This approach is adopted to avoid foreign exchange risk to either party at the point of calculation.
- Payment of commission shall be made to the Hotel's nominated bank account in the same currency or currencies in which the commission was calculated, as set out in the monthly statement. battleface shall have no obligation to convert payment into the Hotel's local or preferred currency prior to transfer. Any currency conversion applied upon receipt of funds shall be performed by the Hotel's receiving bank at that bank's prevailing rate at the time of receipt. battleface shall bear no responsibility for the rate applied, nor shall it be required to disclose or guarantee any conversion rate in advance of payment.
- The Hotel shall be solely responsible for accounting for and paying all income taxes, revenue taxes, withholding taxes, and any other taxes or levies imposed by any applicable jurisdiction on commission or other remuneration received under this Agreement. battleface shall have no obligation to deduct, withhold, or account for any such taxes on the Hotel's behalf unless expressly required to do so by applicable law.

9. Confidentiality.

Each party shall keep confidential all non-public commercial, technical, regulatory and customer information. Disclosure is permitted only where required by law or regulator. Confidentiality obligations survive termination.

10. Termination and Survival.

This Agreement continues until terminated on ninety (90) days' notice or immediately for regulatory, legal or insolvency reasons. Clauses on authority, confidentiality, data protection, complaints and compliance survive termination.

11. Force Majeure.

Neither party shall be liable for failure or delay caused by events beyond reasonable control. If such event continues for more than ninety (90) days, either party may terminate the Agreement.

12. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

SAMPLE

PRODUCT SCHEDULES

Schedule A – United States Residents (Travel Retailer Model) – Upon completing mandatory Retailer training and attestation, Hotel may distribute U.S. travel insurance products to U.S. residents under battleface's licenses.

- Product name (domestic bookings): Domestic plan
- Product name (international bookings): International plan
- Carrier: United States Fire Insurance Company
- Compensation: Commission
- Commission amount: 25% of gross written premium on policies bound

Schedule B – Mexico Residents (Sub-Agency Model) – Hotel acts as a sub-agent of battleface US, who is allowed to distribute products under a master policy.

- Product name: Travel insurance program (option 2)
- Carrier: Pan-American Life Insurance Group
- Compensation: Sub-agent commission.
- Commission amount: 25% of gross written premium on policies bound

Schedule C – Canada Residents (Travel Supplier Model) Model subject to provincial regulation and Hotel location. Schedule activates upon written confirmation by battleface.

- Product name (domestic bookings): Trip Cancellation & Trip Interruption
- Product name (international bookings): Trip Cancellation, Trip Interruption & Emergency Medical
- Carrier: Northbridge General Insurance Corporation
- Compensation: Commission
- Amount: 20%

Schedule D – United Kingdom Residents (Referral Model) – Hotel acts as non-regulated introducer.

- Product name (domestic bookings): Cancellation Insurance
- Product name (international bookings): Comprehensive Travel Insurance
- Carrier: Certain underwriters at Lloyd's UK
- Compensation: Referral fee.
- Referral fee amount: 20% on GWP exclusive of Insurance Premium Tax

Schedule E – EU-based hotels / EU Residents (Master Policy) – Hotel enrolls customers under master policy.

- Product name (domestic bookings only): Cancellation and Interruption insurance policy
- Carrier: Eir Försäkring AB
- Compensation: Administrative fee.
- Admin fee amount: 30% on GWP exclusive of Insurance Premium Tax

Schedule F – Non-EU-based hotels / EU Residents (Referral Model) - Non-EU Hotels refer EU residents only.

- Product name (international bookings only): Travel Medical and Cancellation insurance policy
- Carrier: Eir Försäkring AB
- Compensation: Referral fee.

- Referral fee amount: 30% on GWP exclusive of Insurance Premium Tax

EXECUTION

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date below.

For battleface

Name: _____

Title: _____

Signature: _____

Date: _____

For the Hotel:

Legal Entity Name: _____

Authorised Signatory: _____

Signature: _____

Date: _____



battleface Inc.
800 North High Street,
43215 Columbus, Ohio
USA
e: usa@battleface.com