

# Hotels Etc. License Agreement

This AGREEMENT is made this **20th day of September, 2020**

**Impresio Africa Limited** represented by **Barr. (Mrs.) Yetunde Okafor** The Licensee (called "the Licensee") AND **Hotels Etc. The Licensors** (called "the Licensors").

The Licensee has agreed to license the use of Hotels Etc. specified in the schedules attached to this Agreement. The Licensors has the right to license the Hotels Etc. and agrees to do so subject to the following terms and conditions:

## 1. Definitions and Interpretations

**1.1** In this Agreement, unless the context otherwise requires:

"Agreement" means this Agreement and includes all Schedules and Appendices attached to it or incorporated in it by reference; "Effective Date" means the date this Agreement comes into force being the date on which it is signed by both parties;

"Payment Schedule" means Schedule B containing the amounts, dates and conditions of payment for Hotels Etc.; "Hotels Etc." means the products which are covered by this License Agreement and which are named in Schedule A;

"Update" means the supply of new versions of the Hotels Etc. as they are released;

**1.2** For the purposes of interpretation and construction of this Agreement:

**1.2.1** Words importing one gender include the others;

**1.2.2** Words importing the singular or plural number include the plural and singular number respectively;

**1.2.3** References to Sections, Clauses, and Schedules are references to sections, clauses and schedules in this Agreement; **1.2.4** Any Schedules, and the provisions and conditions contained in such Schedules, will have the same effect as if set out in the body of the Agreement. In the event of any conflict between the Schedules and the body of this Agreement, the provisions and conditions of the body of this Agreement will prevail;

**1.2.5** Headings and marginal notes are inserted for the sake of convenience of reference only and do not affect the interpretation of this Agreement;

## 2. Scope

**2.1** The Licensors agree to provide the Hotels Etc. discount program, along with any relevant updates as long as each payment is made by due date.

**2.2** The Licensors will provide 200 copies of the Hotels Etc. annual memberships and 10 lifetime memberships card which gives access to the members' section at Hotels Etc to get a list of participating discount providers and, post cards, with website. Licensors is responsible for shipping or can elect to have digital memberships via email. Licensors understand licensee will pay for half of shipping and licensee is responsible for half of shipping.

**2.3** The Licensee shall have the right to extend the use of the Hotels Etc. to additional Locations and/or related parties subject to the payment of any additional fees incurred.

**2.4** For the purposes of this Agreement those entitled to use the Hotels Etc. in conducting the business activities of the Licensee shall be the Licensee's current, and future, employees and other users as authorized by the Licensee.

## 3. Charges and Payments

**3.1** Price. The amount payable for the licensing of the Hotels Etc. is as detailed in the Payments Schedule.

### 3.2 Payment

The Licensors shall invoice the Licensee for the Hotels Etc. supplied in accordance with the Payment Schedule. Payment will become due as specified in the Payment Schedule.

**3.3** Increases in Fees. The Licensors shall have the right to increase the License Fees as defined in the Payment Schedule on each anniversary of the signing of this Agreement.

**3.4** Charges. Subject to clauses 3.1 and 3.3 and to any agreed variations or change requests, the License Fees specified in this Agreement constitute the total charge to the Licensee.

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