



Great Himalaya Trail

Local Operator Agreement

Last Updated: 15 September, 2025

This Great Himalaya Trail Local Operator Agreement (“**Agreement**”), and any other terms incorporated herein by reference, sets forth the terms and conditions between you and Great Himalaya Trail, a trading name of SustainGenix GmbH (“**GHT**” “**we,**” “**us**” or “**our**”) that govern use of Great Himalaya Trail’s online travel services, including www.greathimalayatrail.com, (the “**Services**”) by local operators who may arrange and book trips for other users of the Services (“**Travelers**”).

Please refer to the Great Himalaya Trail privacy and cookies policy (<https://www.greathimalayatrail.com/privacy-and-cookies-policy/>) for information about how we collect, use and shares information about you.

By registering as a local operator for the Services you are agreeing to the terms of this Agreement.

1. Additional Terms

You agree that the Great Himalaya Trail Terms and Conditions (<https://www.greathimalayatrail.com/terms-and-conditions/>) apply to your access and use of the Services as a local operator. This Agreement supplements the Great Himalaya Trail Terms and Conditions, which are hereby incorporated by reference into this Agreement. **Any and all disputes arising out of or relating to this Agreement will be subject to the limitations of liability and dispute resolution procedures specified in the Great Himalaya Trail Terms and Conditions (including the class action waiver and mandatory arbitration provision).**

2. Eligibility, Registration and Account

- A. If you are using the Services on behalf of an entity, (i) you represent and warrant that you are authorized to bind the entity to this Agreement, (ii) all references to “you” will refer to you and such entity, and (iii) such entity agrees to be responsible for you and any other user that accesses the Services on its behalf, including for your and their compliance with this Agreement.
- B. You represent and warrant that you are not incorporated in or resident in a country subject to economic or trade sanctions by the European Union;

3. Use of the Services; Relation to Great Himalaya Trail

- A. Subject to the terms of this Agreement, you are solely responsible for providing travel packages and services (**Trips**) and will provide or procure all travel products

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Marie-Curie-Straße 8, D-79539 Lörrach, Germany

Commercial Register: Amtsgericht Freiburg i. Br. HRB 730031

Tax number: 11087/29562 VAT ID: DE365116198

Email: robin@greathimalayatrail.com



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and services included in the Trip itinerary, including lodging reservations, activity reservations, equipment rentals and any other products, goods or services included in the Trip itinerary (collectively, the “**Travel Services**”). Great Himalaya Trail is not responsible for, and does not provide any warranties in connection with, the delivery, quality, fulfilment or performance of any Trip you supply or offer to supply to a Traveler. You will take full responsibility for the risk of non-delivery, loss or damage that occurs in connection with any Trip purchased by a Traveler.

- B. You agree that: (i) Great Himalaya Trail does not certify, investigate or in any way guarantee the legal capacity of any Traveler, nor is Great Himalaya Trail obligated to conduct background checks on Travelers; (ii) Great Himalaya Trail does not make any representation or warranty with respect to the integrity or identity of any Traveler; (iii) you are responsible for doing any due diligence about a Traveler, prior to allowing a Traveler to purchase a Trip via the Services, and you bear all of the risk associated with your interactions and transactions with Travelers; (iv) Great Himalaya Trail is not responsible or liable in any manner for your interactions or transactions with a Traveler, nor for any loss or damage of any sort incurred as the result of any such interactions and transactions; (v) you will not expose Trip participants to unsafe or hazardous conditions; (vi) you will mandate that all Travelers who purchase your Trips and Travel Services to have appropriate travel insurance for the Trip itinerary and activities; (vii) you will supply any equipment or other items required for a particular Trip provided by you, and you will ensure that, prior to the commencement of any such Trip, such equipment and items are in good working order and are safe for ordinary use; and (viii) you offer, provide and procure Trips entirely at your own risk.

4. Communication, Purchase and Fulfilment

- A. Invitations. Great Himalaya Trail may, from time to time, but is not obligated to, invite you (i) to update your company details displayed on the Services; (ii) publish stories as blog content that must clearly and conspicuously disclose all terms associated with a Trip, including any limitations or restrictions relating to the relevant Travel Services.
- B. Traveler Fee; Taxes. All payments by a the Traveler must be made to your official bank account for all Trips and any related services. Great Himalaya Trail will not receive any payments on your behalf nor in kind. All transaction costs will be your sole responsibility to arrange with the Traveller. You will fix the price of Trips and services with Travellers in advance of their arrival and may not change them without notice and the Traveler’s written approval. You will be responsible for paying for any and all taxes, duties and impositions resulting from any Trip purchased by the Traveller.
- C. Purchase, Fulfilment and Marketing Fee. If the Traveler elects to purchase your Trip, (i) you will notify Great Himalaya Trail and you will be bound to fulfil the Trip in strict

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accordance with the Trip itinerary communicated to the Traveler immediately prior to such purchase; (ii) you will take all steps necessary to procure and provide the associated Travel Services to fulfil the Trip itinerary in strict compliance with the terms of the Trip itinerary; and (iii) upon fulfilment of the Trips, you will remit to Great Himalaya Trail a Marketing Fee in accordance with Schedule I.

- D. **Post-Booking Communications.** Following a Traveler's purchase of a Trip, if a Traveler communicates with you to request to amend or cancel a Trip, complain about a Trip or your services in connection with a Trip, or inform you of any problems experienced in connection with a Trip (collectively, a "**Post-Booking Communication**"), you will notify us as soon as possible and in no event later than 24 hours after receiving such Post-Booking Communication. If the Post-Booking Communication occurs outside of the Services, then, upon Great Himalaya Trail's request, you will provide us with a copy of the Post-Booking Communication. You will promptly provide all reasonable assistance in order to resolve the Traveler's Post-Booking Communication. If you are unable to resolve the Post-Booking Communication following the provision of such reasonable assistance, then you will notify us.

5. Conduct

You will (a) not act in a way that, in our reasonable opinion, adversely affects our brand, reputation or goodwill; (b) carry out your obligations under this Agreement honestly, fairly and in accordance with applicable law and industry best practices; (c) safeguard all Traveler data in connection with your fulfilment of a Trip ("**Traveler Data**") against loss, damage or unauthorized access, use or disclosure; (d) use and disclose Traveler Data solely as necessary to perform your obligations under this Agreement; (e) notify us immediately of any breach or suspected breach of this Agreement by you; and (f) promptly upon our request, provide us with information, cooperation and assistance required by us in connection with this Agreement.

6. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GREAT HIMALAYA TRAIL EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. Indemnity

You will defend, indemnify and hold harmless Great Himalaya Trail, its independent contractors, service providers and consultants, and its and their respective directors, officers, employees and agents (collectively, "**Great Himalaya Trail Parties**"), from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to: (a) your access to or use of

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our Services; (b) any Trip you offer or provide, including claims made by Trip participants or third-party suppliers of Travel Services; (c) your breach of this Agreement; or (d) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights). Great Himalaya Trail reserves the right to control the defence of any such claim, at your expense. In our attempt to defend, resolve or settle the claim, you will, at your expense, provide us all reasonable information and assistance that we request.

8. Termination

Either you or we may terminate this Agreement upon notice to the other for any reason whatsoever. Upon termination of this Agreement, (a) you will immediately cease using the Services as a local operator, (b) you will fulfil any Trip purchased by a Traveller prior to the effective date of termination in accordance with the terms of this Agreement, and (c) the following Sections of this Agreement will otherwise survive termination of this Agreement: Sections 6-9.

9. General Terms

- A. Insurance. You will maintain insurance policies sufficient to fulfil your obligations under this Agreement. You will mandate that all Travellers who book Trips that you fulfil must have appropriate travel insurance.
- B. Notices. All notices required or permitted under this Agreement must be in English and in writing. Unless otherwise specified in this Agreement, all notices sent by either you or Great Himalaya Trail in connection with this Agreement will be sent by email as follows: (i) if to you, to the email address you most recently used to communicate with Great Himalaya Trail; and (ii) if to us, the email listed on our Services with the following subject line "Official Notice - Local Operator Agreement." Notice will be treated as given on receipt, as verified by automated receipt or by electronic log (as applicable).
- C. Amendments. Great Himalaya Trail reserves the right to amend this Agreement from time to time, by providing notice of such amendments. Great Himalaya Trail will provide notice of such amendments by posting the amended Agreement to the Services and updating the "Last Updated" date above. We may also, in our discretion, provide additional notice, such as by email to the email address you most recently used to communicate with Great Himalaya Trail. Unless we say otherwise in our notice, the amended Agreement will be effective immediately and your continued access to and use of the Services will confirm your acceptance of the amended Agreement. If you do not agree to the amended Agreement, you must stop using the Services as a local operator.
- D. Assignment. You may not assign or transfer your rights or obligations under this Agreement, and any attempt to do so is void. Great Himalaya Trail may assign or transfer any of its rights or obligations under this Agreement.

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- E. Subcontracting. You may not delegate or subcontract any of your obligations under this Agreement without Great Himalaya Trail’s written consent. You will remain liable for all subcontracted obligations and all acts or omissions of your subcontractors.
- F. No Waiver. We will not be treated as having waived any of our rights by not exercising (or delaying the exercise of) any of our rights under this Agreement.
- G. No Agency. This Agreement does not create any agency, partnership, or joint venture between the parties.
- H. No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does.
- I. Entire Agreement. This Agreement together with the Great Himalaya Trail Terms and Conditions states all the terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly stated in this Agreement or the Great Himalaya Trail Terms and Conditions.
- J. Severability. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of this Agreement will remain in effect.

Signatures and Stamp.

Great Himalay Trail

Local Operator

Signature: _____

Signature: _____

Position: _____

Position: _____

Date: / /

Date: / /



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Schedule I: Marketing Fee