

Retree Operator Marketplace Agreement

This Operator Marketplace Agreement (the “Agreement”) is entered into by and between Retree, a Delaware corporation (“Retree”), and the retreat business, organization, or individual accepting this Agreement (“Operator”).

Definitions

For purposes of this Agreement:

- “Operator” means the legal entity or individual that lists retreats or related stays on Retree, including retreat centers, studios, and solo practitioners operating under a business name. “Operator” and “Host” refer to the same party.
- “Guest” means a user who browses, applies, waitlists, books, or pays for a Listing through Retree.
- “Listing” means any retreat, stay, departure, package, program, experience, or related offering that Operator publishes or makes available through Retree.
- “Booking” means a reservation, application acceptance, paid hold, or other confirmed arrangement for a Listing completed through Retree.
- “Operator Content” means photographs, videos, logos, trademarks, text, Listing information, and other materials that Operator submits or makes available to Retree.

By creating an Operator account, submitting an application, connecting a payout account, checking an acceptance box, signing electronically, or publishing a Listing, Operator agrees to this Agreement, including the version identified at acceptance, and the Policies. If there is a conflict concerning Guest refund percentages or cancellation tiers, the Cancellation Policy and the Listing’s selected tier control those details. If there is a conflict concerning Operator fees, payouts, or Operator obligations, this Agreement controls. Retree will provide reasonable notice of material Policy changes as described in Section 10.

1. Intermediary Status and Scope of Services

1.1 Platform role.

Retree operates an asset-light, two-sided digital marketplace that connects independent Operators with Guests. The contract for each retreat, stay, program, or experience is solely between Operator and Guest. Retree is not a hotel, travel agency, retreat provider, property manager, insurer, employer, agent, partner, joint venturer, or co-host of Operator, and is not a party to the underlying Operator–Guest arrangement.

1.2 Payments role.

Amounts paid through Retree are collected, processed, held, transferred, refunded, or charged back through Retree’s designated third-party payment processor. References to funds being “held,” processed, or released describe payment-processing and payout mechanics only. Except to the extent mandatory law provides otherwise, Retree does not act as a bank, escrow agent, trustee, fiduciary, or insurer, and does not take title to Operator funds.

1.3 No ownership or operation.

Retree does not own, lease, manage, operate, control, or insure any venue, property, program, experience, instructor, or Listing offered by Operator. Retree does not guarantee Bookings, revenue, Guest attendance, Guest conduct, or any particular outcome.

1.4 Limited meaning of verification.

Any “verified,” vetted, approved, or similar status means only that Operator completed Retree’s then-current review process. It is not a certification or guarantee of safety, legality, quality, outcome, or fitness for any Guest.

1.5 Independent contractor.

Operator is an independent contractor and has no authority to bind Retree. Operator is solely responsible for its owners, employees, contractors, instructors, partners, vendors, and all persons involved in delivering a Listing.

2. Compliance, Right to List, Insurance, and Taxes

2.1 Compliance and right to list.

Operator shall ensure that each Listing, venue, activity, and service complies with all laws, regulations, codes, permits, orders, and industry requirements applicable where the Listing is offered or performed, including business licensing, zoning, building

and fire codes, health and safety rules, lodging and hospitality laws, accessibility requirements, short-term rental and event permits, professional licensing, consumer-protection rules, sanctions, and anti-bribery laws. Operator represents and warrants that it owns, leases, controls, or is fully authorized to offer each venue and program described in a Listing.

2.2 Prohibited and high-risk offerings.

Operator may not list or deliver illegal activities, unlawful controlled substances, unlicensed medical or therapeutic services where a license is required, or other offerings that Retree reasonably determines are unsafe, deceptive, discriminatory, or unlawful. Retree may investigate, remove or restrict Listings, and suspend Operator for actual or reasonably suspected violations.

2.3 Non-discrimination.

Operator shall comply with applicable anti-discrimination, accessibility, and public-accommodation laws in Listing content, pricing, applications, acceptance decisions, and delivery, except for a lawful, objectively justified, and clearly disclosed restriction.

2.4 Insurance.

Throughout the Term and during each Listing, Operator shall maintain insurance that is appropriate to its activities and risks, including commercial general liability insurance (or its local equivalent) covering participants, premises, and operations, with limits of not less than US\$500,000 per occurrence unless Retree approves a different amount in writing. Where relevant, Operator shall also maintain professional liability, workers' compensation, employer's liability, automobile, property, and cyber/privacy coverage. Insurance shall be issued by reputable carriers and shall not limit Operator's liability under this Agreement. Operator shall provide certificates of insurance and relevant endorsements on reasonable request. Retree does not insure Operator, Guests, venues, Listings, or Bookings.

2.5 Taxes and withholding.

Operator is solely responsible for identifying, collecting where required, reporting, and remitting all taxes arising from its Listings and earnings, including sales, lodging, occupancy, tourist, VAT/GST, payroll, and income taxes. Retree may collect, withhold, report, or remit taxes where required by law and may request tax forms and identifying information. Retree does not provide tax advice and does not assume Operator's tax obligations unless expressly agreed in writing.

2.6 Participant risk and waivers.

Operator is responsible for disclosing material risks, screening Guests where appropriate, obtaining informed consents and enforceable waivers where appropriate, and operating each Listing safely. To the fullest extent permitted by law, Retree is not responsible for injury, illness, death, emotional distress, property loss, or other harm arising from a Listing or Booking.

3. Payments, Fees, Payouts, Chargebacks, and Clawbacks

3.1 Payment processing.

Payments are processed through Retree's designated payment processor, currently Stripe Connect or a successor. Operator shall maintain an active and verified connected account, accept the processor's applicable terms, and provide accurate identity, banking, tax, and business information required for know-your-customer, anti-money-laundering, sanctions, and fraud checks.

3.2 Deposits and balances.

Guests may pay a deposit and later balance according to the Listing settings. Commission, refunds, and payouts are calculated on amounts actually collected through Retree unless otherwise stated. If a balance payment fails, Retree may retry collection, require payment, cancel or release the spot, and apply the relevant Policies. Operator shall reasonably cooperate.

3.3 Platform commission.

Retree deducts its commission from amounts paid through Retree before distributing Operator's share. The applicable rate is the rate assigned to Operator's account or otherwise agreed in writing. Unless a different rate applies, the standard commission is fifteen percent (15%) of amounts paid through Retree for a Booking, excluding amounts expressly designated by Retree as non-commissionable. Payment-processor fees, taxes, refunds, chargeback costs, and other disclosed fees may apply separately.

3.4 Early Operator commission.

Operators designated by Retree as early or pre-launch Operators will be charged a ten percent (10%) platform commission on amounts paid through Retree for Bookings beginning on Retree's public launch date and continuing for twelve (12) months. The

standard commission then applies automatically. Early Operator status and the applicable launch date are recorded in Retree's systems.

3.5 Payout timing and reserves.

Operator becomes eligible for payout after confirming that the applicable stay or retreat departure has begun, or at the time shown in the Operator dashboard. Retree or the payment processor may delay, withhold, reverse, or offset payouts where reasonably necessary for fraud review, legal compliance, anticipated refunds, chargebacks, Guest disputes, suspected breach, negative balances, or other payment risk. Retree may establish a reasonable reserve proportionate to anticipated exposure and will release undisputed amounts when the relevant risk has been resolved.

3.6 Chargebacks and disputes.

If a Guest, card issuer, bank, or payment processor disputes a charge, Operator shall promptly cooperate and provide requested records. Retree may hold or reverse related payouts. Operator is responsible for amounts assessed in connection with the dispute to the extent attributable to Operator's Listing, breach, failure to perform, misrepresentation, or conduct.

3.7 Clawback, debit authorization, and setoff.

If Retree refunds a Guest, loses a chargeback, or pays an amount connected with a Booking after Operator has received a payout, Operator shall repay the Operator share and reasonable related fees to the extent attributable to Operator or required by the applicable Cancellation Policy. Operator authorizes Retree and its payment processor, to the extent permitted by law and processor rules, to debit the connected payout account and to set off amounts owed against current or future payouts. Retree will provide reasonable supporting information on request.

3.8 Off-platform payments and circumvention.

For a Booking or Guest relationship originating through Retree, Operator shall not solicit or require payment outside Retree to avoid commission, payment protections, or platform rules. Operator may collect clearly disclosed on-site extras that are not a substitute for the booked price, subject to the Policies.

4. Listings, Bookings, Cancellations, Guest Data, and Disputes

4.1 Listing accuracy and inventory.

Operator represents and warrants that all Listing information, including descriptions, pricing, amenities, capacity, schedules, location, policies, photographs, accessibility information, and availability, is accurate, not misleading, and kept current. Operator is responsible for overbooking or double-booking and shall provide affected Guests a full refund of amounts paid through Retree and any additional remedy required by applicable law.

4.2 Assisted Listings.

Operator may authorize Retree, including by email, to create, edit, or publish a Listing on Operator's behalf. Operator remains responsible for reviewing and approving the Listing and for its accuracy and legality as if Operator submitted it directly.

4.3 Applications, waitlists, and consultations.

Where a Listing uses applications, waitlists, or consultations, Operator shall act in good faith, respond within a commercially reasonable time, and honor confirmed offers made through Retree. Retree is not responsible for Operator's admission, denial, eligibility, or scheduling decisions.

4.4 Cancellation policies.

Each Listing shall use a Retree cancellation tier. Operator shall honor that tier for Guest-initiated cancellations as described in the Cancellation Policy and displayed in the Listing.

4.5 Operator-initiated cancellation.

If Operator cancels or cannot perform a confirmed Booking, affected Guests are entitled to a full refund of amounts paid through Retree, regardless of the Guest cancellation tier. Operator shall reimburse Retree for refunds, chargebacks, credits, and reasonable direct costs caused by the cancellation, except to the extent caused by Retree or excused under Section 9. Retree may suspend or terminate Operator, remove Listings, and take proportionate remedial action for unjustified or repeated cancellations.

4.6 Operator–Guest disputes and reviews.

Retree may provide messaging and other tools to facilitate communications but is not an arbitrator, insurer, or guarantor. Retree has no financial responsibility for property damage, personal injury, lost belongings, or Operator–Guest disputes except to the extent Retree processes a refund or chargeback under the Policies or processor rules. Operator shall not coerce,

fabricate, manipulate, or improperly suppress reviews. Retree may publish, decline, moderate, or remove reviews under its Policies.

4.7 Guest data and security.

Operator may process Guest personal information only as necessary to administer and perform the Booking, comply with law, and communicate about the Listing. Operator shall comply with Retree's Privacy Policy and applicable privacy, data-protection, marketing, and security laws; implement reasonable administrative, technical, and physical safeguards; limit access to personnel with a need to know; and retain data only as long as necessary. Operator shall not sell Guest data or use it for unrelated marketing without a valid legal basis and required consent. Operator shall notify Retree without undue delay, and in any event within forty-eight (48) hours, after discovering unauthorized access, acquisition, use, loss, or disclosure of Guest data and shall cooperate in investigation, remediation, and legally required notifications.

5. Intellectual Property, Content, and Confidentiality

5.1 Operator Content license.

Operator grants Retree a worldwide, non-exclusive, royalty-free, transferable and sublicensable license to host, use, reproduce, display, perform, adapt, crop, format, translate, distribute, and create technical or promotional derivatives of Operator Content to operate, improve, promote, market, and provide Retree and the Listings. The license continues while the content is available through Retree and afterward to the extent reasonably necessary for archival records, dispute resolution, legal compliance, cached materials, and marketing materials created during the Term. Retree will not materially alter Operator's trademarks except for formatting or technical purposes without consent.

5.2 Operator warranties.

Operator represents and warrants that it owns or controls all necessary rights in Operator Content; has obtained releases and permissions from identifiable persons and rights holders; and that Retree's authorized use will not infringe intellectual property, privacy, publicity, contractual, or other rights.

5.3 Retree platform.

Retree and its licensors own all right, title, and interest in the Retree platform, brand, software, designs, databases, documentation, and related intellectual property. Operator receives only the limited right to access and use the platform in accordance with this Agreement and the Policies.

5.4 Listing moderation.

Retree may review, reject, require edits to, suspend, restrict, or remove a Listing that Retree reasonably believes is misleading, unsafe, unlawful, non-compliant, infringing, or inconsistent with Retree's standards.

5.5 Confidentiality.

Each party shall protect the other party's non-public business, technical, security, financial, and operational information using at least reasonable care and shall use it only to perform or exercise rights under this Agreement. These obligations do not apply to information that the receiving party can document is publicly available without breach, already lawfully known without restriction, independently developed without use of the information, or lawfully received from a third party. A party may disclose information where required by law after giving notice where legally permitted. Trade secrets remain protected for so long as they qualify as trade secrets; other Confidential Information remains protected for three (3) years after termination.

6. Indemnification

6.1 Operator indemnity.

To the fullest extent permitted by law, Operator shall indemnify, defend, and hold harmless Retree, its affiliates, and their officers, directors, employees, contractors, and agents from and against third-party claims, proceedings, losses, damages, judgments, fines, penalties, liabilities, costs, and reasonable attorneys' fees arising out of or relating to: (a) Operator's Listings, venues, programs, personnel, services, or operations; (b) Operator's breach of this Agreement, the Policies, or applicable law; (c) failure to obtain required permits, licenses, authorizations, consents, waivers, or insurance; (d) taxes for which Operator is responsible; (e) injury, illness, death, discrimination, harassment, or property loss connected with a Listing or Booking; (f) Operator Content or Retree's authorized use of it; (g) overbooking or Operator cancellation; (h) Operator's processing or misuse of Guest data; or (i) chargebacks or payment disputes attributable to Operator.

6.2 Procedure.

Retree shall give reasonably prompt notice of an indemnified claim. Delay in notice relieves Operator only to the extent materially prejudiced. Operator shall control the defense using counsel reasonably acceptable to Retree, but may not settle a

claim that admits fault by Retree, imposes non-monetary obligations on Retree, or fails to provide an unconditional release without Retree's prior written consent. Retree may participate with counsel at its own expense. If Operator fails to defend promptly, Retree may do so and recover reasonable costs.

6.3 No implied Retree indemnity.

Except as expressly stated in a separate written agreement or required by mandatory law, Retree has no obligation to indemnify Operator.

7. Disclaimers and Limitation of Liability

7.1 Platform disclaimer.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE RETREE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." RETREE DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE SERVICE, THE IDENTITY OR CONDUCT OF ANY USER, OR ANY PARTICULAR BOOKING VOLUME, REVENUE, OR OUTCOME.

7.2 Excluded damages.

TO THE FULLEST EXTENT PERMITTED BY LAW, RETREE AND ITS AFFILIATES SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST DATA, LOSS OF GOODWILL, REPUTATIONAL HARM, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY.

7.3 Liability cap.

TO THE FULLEST EXTENT PERMITTED BY LAW, RETREE'S AND ITS AFFILIATES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF: (A) PLATFORM COMMISSIONS ACTUALLY RETAINED BY RETREE FROM OPERATOR'S BOOKINGS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) US\$100.

7.4 Carve-outs.

Nothing in this Agreement excludes or limits liability for fraud, fraudulent misrepresentation, or any liability that applicable law does not permit to be excluded or limited. The exclusions and cap do not limit Operator's payment, refund, clawback, indemnity, confidentiality, data-security, or intellectual-property obligations, or Operator's fraud, willful misconduct, or gross negligence.

7.5 Essential allocation.

The parties acknowledge that the disclaimers, exclusions, and limitations in this Section are a material part of the bargain and apply to all legal theories, including contract, tort, negligence, strict liability, and statute, to the maximum extent permitted by law.

8. Term, Suspension, and Termination

8.1 Term.

This Agreement begins when Operator first accepts it and continues until terminated.

8.2 Suspension and termination by Retree.

Retree may suspend or terminate an account or Listing immediately where reasonably necessary for safety, fraud, sanctions, legal or regulatory risk, failed verification, nonpayment, repeated cancellations, material breach, or platform integrity. For a remediable non-urgent breach, Retree will ordinarily provide notice and a reasonable opportunity to cure.

8.3 Termination by Operator.

Operator may stop using Retree and request account closure in accordance with the Policies, subject to outstanding Bookings, amounts owed, investigations, holds, and post-termination obligations.

8.4 Effect of termination.

Suspension or termination does not cancel Operator's obligation to honor confirmed Bookings unless Retree cancels them and refunds Guests, and does not extinguish accrued payment, payout, refund, chargeback, clawback, tax, confidentiality, or indemnity obligations. Retree may communicate with Guests and take reasonable steps to protect Bookings, process refunds, and comply with law.

8.5 Survival.

Provisions that by their nature should survive, including Sections 3, 4.7, 5, 6, 7, 8.4, 8.5, and 10, survive termination.

9. Force Majeure

Neither party is liable for delay or failure caused by an event beyond its reasonable control that could not reasonably have been prevented or overcome, including natural disaster, war, terrorism, epidemic, government action, labor disruption, or widespread infrastructure failure. The affected party shall promptly notify the other and use reasonable efforts to mitigate. This Section does not excuse payment obligations already accrued or Operator's obligation to cooperate in refunds when a Listing cannot be delivered. Retree will process refunds of amounts under its control in accordance with the Policies and processor rules.

10. Miscellaneous

10.1 Notices.

Retree may send notices to the email associated with Operator's account or through the Operator dashboard. Operator may send legal notices to the address identified in Retree's Terms of Service. Notices are effective when delivered, except that termination, indemnity, and dispute notices are effective when receipt is confirmed or one (1) business day after transmission without a delivery failure.

10.2 Assignment.

Operator may not assign or transfer this Agreement without Retree's prior written consent. Retree may assign this Agreement, in whole or in part, to an affiliate or in connection with a merger, financing, reorganization, sale of assets, or change of control. Any prohibited assignment is void.

10.3 Changes.

Retree may update this Agreement by providing at least fifteen (15) days' notice before a material change becomes effective. Changes required by law, payment-processor rules, security needs, or urgent platform-integrity concerns may take effect sooner with notice as reasonably practicable. If Operator does not agree to a material change, Operator's remedy is to stop using Retree and terminate before the effective date, subject to existing Bookings and accrued obligations. Continued use after the effective date constitutes acceptance where permitted by law.

10.4 Dispute notice and good-faith discussions.

Before filing a claim, a party shall provide written notice describing the dispute and requested relief. Authorized representatives shall attempt in good faith to resolve the dispute for thirty (30) days. Either party may seek urgent injunctive or equitable relief without completing this process.

10.5 Governing law and exclusive venue.

This Agreement and any dispute or non-contractual obligation arising out of or relating to it are governed by the laws of the State of Delaware, without regard to conflict-of-law principles. The state and federal courts located in Delaware have exclusive jurisdiction, and each party irrevocably submits to personal jurisdiction and venue there.

10.6 Waiver of jury trial.

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

10.7 Entire agreement; order of precedence.

This Agreement and the incorporated Policies are the entire agreement concerning Operator's use of the marketplace and supersede prior discussions on that subject. A separately signed written agreement expressly modifying this Agreement controls over inconsistent terms. Operator purchase orders or standard terms do not apply.

10.8 Severability; waiver; remedies.

If a provision is unenforceable, it will be modified to the minimum extent necessary or severed, and the remainder will continue. Failure or delay in exercising a right is not a waiver. Except where expressly stated, remedies are cumulative.

10.9 No third-party beneficiaries.

Except for Retree indemnified parties under Section 6, this Agreement does not create rights enforceable by any third party.

10.10 Electronic contracting and counterparts.

This Agreement may be accepted electronically and executed in counterparts. Electronic records and signatures have the same effect as originals.

10.11 Authority.

The individual accepting this Agreement represents and warrants that they have authority to bind Operator and that Operator has legal capacity to enter into this Agreement.

Acceptance

By checking an acceptance box, signing electronically, or otherwise completing Retree's Operator acceptance flow, Operator acknowledges that it has read, understood, and agrees to be bound by this Agreement and the incorporated Policies.