

## MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

ByteTravel S.A.  
and  
Consulate of Uganda in Spain

This Memorandum of Understanding (MOU) is entered into on this October 22<sup>nd</sup> 2024, by and between ByteTravel S.A., a public company incorporated in Spain, with its principal place of business at Avenida Via Augusta, 15, 08174, Sant Cugat del Vallès, Spain, ('ByteTravel'), and the Consulate of Uganda in Spain, with its principal offices at C/ Sant Bartomeu, 2-8, Badalona, Spain, ('Consulate').

### 1. Purpose

The purpose of this MOU is to establish the terms and conditions under which ByteTravel will promote tourism to Uganda through comprehensive marketing campaigns, digital solutions, and partnerships with travel agencies, while receiving the necessary authorization from the Consulate to provide tourism-related services.

### 2. Scope of Collaboration

- ByteTravel as a tour operator agrees to promote Uganda as a premier travel destination through a range of marketing channels, including digital advertising, mobile applications, and collaborations with his over 3,500 international travel agencies.

ByteTravel will develop and maintain at his own expense tourism app and website dedicated to Uganda, providing to tourist and business travelers with easy access to trip organization including:

- Airplane tickets
- Hotel reservation
- Tours
- Travel insurance
- Visa application support
- Arrangement for meeting, incentives and conferences (MICE)

- ByteTravel will create targeted advertising campaigns in search engines and social networks that highlight Uganda's cultural heritage, adventure tourism, and eco-friendly travel experiences.

- ByteTravel will organize and promote awards for local entrepreneurs in Uganda's tourism sector, encouraging innovation and boosting local tourism initiatives.

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### 3. Responsibilities of ByteTravel S.A.

- Conduct extensive marketing campaigns aimed at increasing international tourist arrivals in Uganda.
- Develop and manage a tourism websites (including, but not limited to: [www.bytravel.com](http://www.bytravel.com), [www.visituganda.ug](http://www.visituganda.ug), [www.traveluganda.ug](http://www.traveluganda.ug)) and mobile app to provide seamless travel services such as visa application preparation, trip booking, and MICE arrangements.
- Collaborate with local and international travel agencies to boost Uganda's visibility as a tourism destination.
- Offer continuous support and assistance to travelers using ByteTravel's digital platforms.
- ByteTravel will provide the Consulate with detailed analytics and insights on tourism trends, visitor behaviors, and campaign performance. This will include reports on user interactions with the ByteTravel app and website, enabling data-driven decisions for future campaigns.
- ByteTravel will work closely with the Consulate to develop and implement crisis communication strategies for tourism-related emergencies, such as travel restrictions, natural disasters, or health concerns, ensuring accurate and timely information is provided to travelers.
- ByteTravel will create and manage content (including videos, articles, and social media posts) that highlights Uganda's key attractions, while ensuring that all content is localized for different international markets and languages to appeal to diverse audiences.
- ByteTravel will provide training and resources to local travel operators and agencies in Uganda on how to use the ByteTravel platform, helping them increase visibility and attract more international tourists through ByteTravel's global network.

### 4. Responsibilities of Uganda Consulate

- Allow ByteTravel S.A. to advertise, promote and sell tourism services to consumers on behalf of Uganda and to provide related services, including travel arrangement, hotel booking, tour booking, travel insurance, visa application preparation, airline tickets and MICE arrangements, through the websites [www.bytravel.com](http://www.bytravel.com) - [www.traveluganda.ug](http://www.traveluganda.ug) - [www.visituganda.ug](http://www.visituganda.ug) and its app.

- Provide any necessary approvals, endorsements, or support needed for ByteTravel to operate in accordance with Ugandan tourism policies and regulations.
- Offer strategic input and resources to ensure the effective promotion of Uganda as a tourism destination.
- The Consulate will facilitate ByteTravel's access to key tourist sites and attractions across Uganda for the purpose of creating promotional content, including photography, videography, and interviews with local stakeholders.

The Consulate will ensure that ByteTravel receives the necessary guidance and support in complying with local tourism regulations, including permits, advertising approvals, and any legal requirements needed to operate tourism services within Uganda.

#### 5. Duration and Termination

This MOU will become effective on the date of signing and will remain in effect for 3 years unless terminated earlier by either party with 30 days' written notice. The MOU may be extended by mutual agreement of the parties.

#### 6. Confidentiality

Both parties agree to maintain the confidentiality of any proprietary or sensitive information exchanged under this MOU.

#### 7. Governing Law

This MOU shall be governed by and construed in accordance with the laws of Uganda.

#### 8. Monitoring and Reporting

ByteTravel agrees to provide the Consulate with periodic reports on the progress of the marketing campaigns, app development, and collaboration with travel agencies. Reports will be submitted quarterly and include metrics such as app downloads, website traffic, and the number of tourists using ByteTravel services for bookings and visa applications.



## 9. Intellectual Property

All intellectual property (including logos, marketing materials, and digital content) created under this MOU shall be owned by ByteTravel. However, the Consulate of Uganda shall have the right to use these materials for non-commercial promotional purposes during the term of the MOU.

## 10. Amendments

This MOU may be amended or modified only by written agreement signed by authorized representatives of both parties. Any amendments will become effective upon mutual agreement.

## 11. Force Majeure

Neither party shall be liable for any failure to perform its obligations under this MOU due to circumstances beyond its reasonable control, including but not limited to natural disasters, war, strikes, or changes in government regulations.

## 12. Termination for Cause

Either party may terminate this MOU if the other party fails to fulfill its obligations and does not rectify such failure within 30 days of receiving written notice from the other party.

## 13. Non-Exclusivity

This MOU is non-exclusive, and both parties are free to enter into similar agreements with other organizations, provided that such agreements do not conflict with the obligations outlined in this MOU.

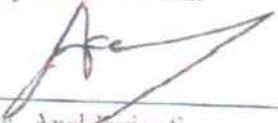


#### 14. Data Protection and Privacy


Both parties agree to comply with applicable data protection and privacy laws regarding the handling of personal data collected through the marketing campaigns, website, and app.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date first written above.

**For ByteTravel S.A.:**

  
Name: Axel Javier Serena  
Title: CEO  
Date: 22/10/2024

**For Uganda Consulate in Spain:**

  
Name: Santi Jimenez Godino  
Title: Consul  
Date: 22/10/2024



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