

HOTEL EXTRANET LITE AGREEMENT

This Hotel Extranet Lite Agreement (“Agreement”) is made on this _____ day of _____ 2019 by and between.

Tek Travels DMCC, a company incorporated under the laws of UAE with its registered office at 2408, Oaks Liwa Heights, JLT, Dubai, P.O Box 34544 (hereinafter referred to as “**TBO**”, which expression shall unless repugnant to its subject or context, mean and include their successors and permitted assigns) of the **First Part**.

AND

Service Provider (whose details are entered as part of the extranet sign up process) (“Service Provider”).

TBO and Service Provider are hereinafter collectively referred to as “Parties” and individually as “Party”.

WHEREAS:

1. TBO is engaged in the business of travel related services like hotel, cruise, air and transfers and tours through its travel portal website catering to the business-to-business segment, www.tboholidays.com (“Website”). TBO aggregates travel suppliers and small and medium agents across the world.
2. Service Provider is engaged in the business of providing hotel accommodation and another similar services ancillary to the hotel.
3. TBO wishes to appoint the Service Provider as its agent for the sale and promotion of its accommodation and services (as applicable) and TBO accepts such appointment subject to the terms and conditions of this Agreement.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS GIVEN HEREIN BY THE PARTIES THIS AGREEMENT WITNESSES AS UNDER:

1. OBLIGATIONS OF SERVICE PROVIDER

- 1.1 Service Provider shall upload correct hotel rates for the various seasons on the portal;
- 1.2 Service Provider shall ensure that all the hotel documents with health and safety and other insurance is in place;
- 1.3 Service Provider shall make sure to provide proper hotel description and the hotel category on the portal and if any added facility with the hotel room should be mentioned in the description;
- 1.4 Any incorrect details provided with respect to hotel shall be the liability of the Service Provider;
- 1.5 Service Provider shall ensure that the hotel shall at all times comply with the applicable laws and related policies implemented by TBO;

1.6 Service Provider shall at all times provide proper assistance and support to TBO in case of any discrepancy in the services;

1.7 Service Provider shall inform TBO in case there is any change in the hotel category or in case there is construction in the property;

1.8 The Service Provider shall ensure that the extranet feed for every hotel property featured shall clearly indicate the availability of all facilities.

1.9 Service Provider shall at all times keep the log in credentials and password confidential and it shall not disclose it to unauthorized parties and to not use it for purposes other than those it has been provided for.

2. OBLIGATIONS OF TBO

2.1 TBO shall provide access to its portal for uploading hotel details by the Service Provider;

2.2 TBO will provide assistance to Service Provider regarding the usage of the portal;

2.3 TBO will not use the logo of Service Provider without prior approval;

2.4 TBO will act with due care and skill and in good faith at all times.

3. FAILURE TO PROVIDE SERVICES

3.1 Book-Out

i. Under no circumstances shall a booking be cancelled by the Service Provider without prior written notice to TBO.

ii. In case of overbooking, the Service Provider shall take all necessary measures to ensure that the end customer's travel arrangements are not affected.

iii. If the above-mentioned measures prove to be insufficient and that a change of hotel (relocation) becomes necessary, the Service Provider shall endeavour to find suitable alternative arrangements of comparable quality, standard and location. The Service provider shall bear the difference between the cost of the alternative arrangements and the booked arrangements for the hotel and Service Provider shall be liable for and shall reimburse TBO for all costs, expenses, fees or other charges incurred or suffered by TBO as a result of Service Provider's acts or omissions.

3.2 Incorrect Description

i. In case the rate or hotel description uploaded by the Service provider on the extranet is incorrect, TBO shall not be held liable for the rate difference.

ii. In case the original booking is not executed correctly, the Service Provider shall be liable for any additional charges incurred by TBO with respect notably to a change of hotel (relocation).

3.3 Cancellation & Amendment

3.1 Under no circumstances shall the Service Provider cancel TBO's booking for already booked hotel. The Service Provider shall give a prior notice in writing to TBO for non-availability of hotel;

3.2 In case of any amendments made by the Service Provider to the already booked services, the Service Provider shall take all necessary measures to ensure that the end customers services are not affected as a result of Service Providers acts or omissions.

3.3 Service Provider shall notify TBO in advance if there is any change in the hotel due to the ongoing construction in the hotel premises.

4. TERM & TERMINATION

4.1 Term

This Agreement will be effective for a period of an indefinite term from the effective date, unless terminated earlier in accordance with the terms and conditions of the Agreement ("Term").

4.2 Termination

i. TBO shall have the right to terminate this Agreement with immediate effect in case of breach of any terms of this Agreement by the Service Provider;

ii. The Parties shall have the right to terminate this Agreement for convenience by service of a 30 (thirty) days written notice to the other Party.

5. ESCALATION

5.1 In case the support team of Service Provider is not able to give a satisfactory solution for the service provided or in case a claim needs to be escalated, TBO shall contact the escalation team of Service Provider at the below mentioned contact details:

Escalation e-mail id:

Escalation Phone Number:

5.2 Service Provider shall provide support to TBO for any claims and incidences reported by the end customer with respect to the services provided after checking out by the end customer.

6. CUSTOMER SERVICE

6.1 Service Provider shall respond to all e-mail enquiries, system booking alerts from TBO within forty-eight (48) hours from the receipt of the complaint.

6.2 Service Provider shall offer TBO 24/7 support and shall answer all calls.

6.3 If Service Provider publishes an erratum in respect of a the services offered the Service Provider shall immediately incorporate such erratum into the services description on the portal and shall immediately supply TBO with a list of all forward bookings to enable TBO to contact those customers and to take any appropriate action arising from such erratum.

7. DATA PROTECTION

The Parties will process personal data in accordance with applicable law and professional regulations, including without limitation, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).

8. CONFIDENTIALITY

8.1 Either Party hereby undertakes that it and its affiliates and employees or representatives thereof shall not, at any point of time divulge or communicate in any manner whatsoever, to any third party or any of its customers or use for its own purpose any information about the business and affairs of either Party or any of its clients which may come to the knowledge of the Other Party pursuant to this Agreement. For the purpose of this clause, confidential information includes (without limitation) agency lists, customer information, technology, plans, rates, financial, schemes, operating manuals, data generated by either Party and all information received pursuant to on-line data connectivity (whether oral, written or electronic form, or on magnetic or other media) of either Party together with all documentation relating to this Agreement.

8.2 Service Provider acknowledges the highly sensitive nature of information of on-line data connectivity and agrees to make this available to its employees, directors and authorized representatives only on need to know basis and are bound by similar confidentiality obligations.

8.3 In the event that Service Provider is requested or is required by any Government authority, whether by the oral question, interrogatories, requests for information or documents, subpoenas, civil investigation or similar process, to disclose any of the Confidential Information, the Service Provider will provide TBO with prompt notice of such requests so that TBO may seek an appropriate protective order or similar relief, or if appropriate, waive compliance with the provisions of this Agreement. The Service Provider will use its all commercially reasonable efforts to obtain or assist TBO in obtaining such a protective order or relief. Service Provider agrees to furnish only such portion of the Confidential Information that the Service Provider is advised by written opinion of its counsel is legally required to be furnished by it and shall exercise its reasonable best efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information.

8.4 Neither Party shall be liable for the disclosure or use of such data or proprietary information which: a) is, or becomes, publicly known other than by breach of this Agreement; b) is obtained by the receiving Party from a third Party without restriction; c) is previously known by the receiving Party; d) is, at any time, developed by the receiving Party completely independently of any disclosures hereunder; or e) is required to be released by law (including the applicable security regulations), or under an order from the Court or any law enforcement agencies. The obligations and restrictions of confidentiality shall be effective during the Agreement and for a period of three (3) years from the date of last disclosure following the termination or expiration of this Agreement.

9. FORCE MAJEURE

9.1 Notwithstanding the provisions of this Agreement, neither Party shall be eligible for liquidated damages or termination for default against the non-performing Party, if and to the extent that the delay in performance or other failure to perform its obligations under the Agreement is the result of a Force Majeure event.

9.2 If a Force Majeure situation arises, the affected Party shall promptly notify the other Party in writing of such conditions and the cause thereof. Either Party may terminate this Agreement, by giving a written notice of 15 days to the affected Party, if as a result of Force Majeure, the affected Party being unable to perform a material portion of the services for a period of more than thirty (30) days.

10. INDEMNIFICATION

Service Provider hereby undertakes and agrees to indemnify at all times and hold harmless, TBO and its directors, officers, representatives from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs, awards, damages, losses and/or expenses however arising directly or indirectly as a result of:

(i) any breach or non-performance by the Service Provider, of its covenants, declarations or obligations under this Agreement; or

(ii) any claim or proceeding brought by any third party, customer or any other person against TBO, in respect of any goods/services offered by the Service Provider; or

(iii) any act, neglect or default of Service Provider's agents, employees, licensees or customers;
or

Parties shall also fully indemnify and hold harmless each other, against any loss, costs, expenses, demands or liability, arising out of a claim by a third party that the services offered by either Party infringes any intellectual or industrial property rights of that third party.

The indemnities under this Clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement and all the indemnities provided herein shall survive the termination of this Agreement.

11. REPRESENTATION & WARRANTIES

Each of the Parties represents warrants and undertakes that:

(a) It is duly organized and validly existing under the laws of the jurisdiction in which it is established;

(b) It has the requisite power and authority to execute, deliver and perform this Agreement and that this Agreement has been duly and validly authorized, executed and delivered by it;

(c) Its obligations hereunder constitute legal, valid, binding and enforceable obligations;

(d) The execution and delivery of this Agreement and the consummation of the transactions contemplated herein do not breach its organizational documents or any law, provisions of any

contract or order of court applicable to it and do not require any applicable governmental approval; and

(e) The person executing this Agreement is duly authorized to execute the Agreement for and on behalf of the respective Party and shall have the authority to bind the respective Party accordingly.

12. LIMITATION OF LIABILITY

Neither Party shall be liable to each other in contract, tort or otherwise, whatever the cause thereof, for any loss of profit, business or goodwill or any indirect, special, consequential, incidental or punitive cost, damages or expense of any kind howsoever arising under or in connection with this Agreement.

13. INTELLECTUAL PROPERTY

Service Provider assigns to TBO non-exclusive rights to use the name, photographs, images, designs, text, logos, trademarks and any other distinctive signs of the Hotel, solely for the purpose of marketing and obtaining reservations. The Service Provider warrants to TBO that such free of charge rights do not infringe third party right. Service Provider shall be liable for defamatory, the veracity and accurateness of the content provided to TBO.

14. PAYMENT

For any queries/information/questions regarding payment issues please contact: accounts@tboholidays.com. Invoices and statements can be sent by email (as attachment) directly to the accounts@tboholidays.com. All other incidental charges should be billed to the guest directly prior to check out

15. MISCELLANEOUS

15.1 **Assignment:** Service Provider shall not assign its obligations under this Agreement for such remaining period of the Agreement, to any of its chosen subsidiaries, affiliates, associates. without a prior written intimation of 30 days (before such assignment) to TBO

15.2 **Entire Agreement:** This Agreement constitutes the entire agreement between TBO and Service Provider pertaining to the subject matter hereof and supersedes in their entirety all written or oral agreements between the Parties.

15.3 **Relationship between Parties:** The Parties to this Agreement are independent contractors and nothing in this Agreement shall make them joint ventures, partners, employees, agents or other representatives of the other Party hereto. Neither Party shall make any representation that suggests otherwise. Neither Party shall at any time in any manner describe itself as an agent or representative of the other Party.

15.4 **Severability:** In the event that any part of this Agreement shall be held by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect to the maximum extent possible.

15.5 **Variations of Agreement** - The Parties to this Agreement reserve the right at all times to vary or amend these terms and conditions or to introduce new terms and conditions based on mutual discussions.

15.6 **Waiver:** If either Party fails to perform its obligations under any provision of this Agreement or the other Party does not enforce such provision, failure to enforce on that occasion shall not prevent enforcement on later occasions.

15.7 **Jurisdiction:** This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of UAE without regard to any principles of conflicts of laws thereof. Both the Parties agree that the competent courts at Dubai shall have exclusive jurisdiction.

15.8 **Dispute Resolution:** Each of the Parties agrees that:

(a) All differences, disputes, issues relating to interpretation of any clauses and claims whatsoever arising out of or in any manner related to any provision of this Agreement including any failure of the respective Boards of the Parties to reach an understanding under any provision of this Agreement shall be resolved by a Sole Arbitrator appointed mutually. The Sole Arbitrator shall adopt all the procedures, rules and regulations mentioned in the DIFC-LCIA Arbitration Centre and the accompanying rules.

(b) The arbitration proceedings shall be in English. The venue of the arbitration proceedings shall exclusively be at Dubai.

15.9 **Headings and Sub Headings:** The headings and sub headings in this Agreement are for convenience only and do not affect the meaning of the relative section / clause.

15.10 **Non-Solicitation:** Neither Party shall solicit any employee of the other Party during the Term of this Agreement and twelve months thereafter, provided such employee was assigned any assignment as part of the Services rendered under this Agreement. Upon breach of this Section with respect to a particular employee, the Party in breach shall pay to the other party liquidated damages equal to one hundred percent (100%) of such employee's annual hiring salary. The Parties agree that this amount is reasonable estimate of the costs and expenses that other Party has incurred in recruiting, training and maintaining the hired person.

15.11 **Notices:** a. Any notice, direction or instruction given under this Agreement shall be in writing and delivered by hand, registered post acknowledgement due and any reputed courier to the above-mentioned addresses of the Parties or to such other address as a Party notifies to other in writing, from time to time. Notice will be deemed given (i) In the case of hand delivery, on delivery; (ii) In case of registered post acknowledgement due, in 2 calendar days after posting; (iii) In case of private courier, in 3 calendar days after posting. Provided that in case of the date of receipt not being a business day, notice shall be deemed to have been received by the receiving Party on the next business day.

b. Nothing in the aforesaid clauses shall affect any communication given by way of the internet or other electronic medium as otherwise provided in this Agreement for the purpose of rendering the services.

15.12 **E-Agreement:** Service Provider hereby agrees and undertakes that it is legally entitled and eligible to enter into this e-Agreement and further agrees and undertakes to be bound by and abide by this Agreement and the person accepting this Agreement on its behalf is

authorised representative of Service Provider and is entitled and is legally authorised to bind Service Provider on whose behalf this Agreement is being accepted.