
Agent Commercial Agreement – Credit

Presented by:
Travel Destination Online Consultancy W.L.L
Travel Agent

(STRICTLY PRIVATE & CONFIDENTIAL)

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Travel Destination Online Consultancy W.L.L.: Agent Commercial Agreement- Credit 2017

This **Agent Commercial Agreement – Credit** (the “engagement”) is made into two original copies effective 13th December 2017,

BETWEEN: **M/S TRAVEL DESTINATION ONLINE CONSULTANCY W.L.L** (“to be mentioned as **TDO**”) a company organized and existing under the laws of the Bahrain Government, Kingdom of Bahrain with its head office located at: Suite 22, Bldg 648, Road 3625, Block 336 Manama, Kingdom of Bahrain. T: +973 ----- E: ----- W: www.tdonline.co

AND: **M/S -----** (the “Client”) with company organized and existing under the laws of the ----- with its head office located at -----.

COMPANY BACKGROUND:

- A.** TDO is in the business of offering and selling hotel rooms and other travel and tourism related services to comprehensive customers (including, but not limited to the use of the website).
- B.** Client works a business as a seller of travel related services in the Territory and wishes to attain conditions, warranties and indemnities from time to time to sell to Client Customers.
- C.** In accordance to the terms and conditions of this Agreement (including the Definition and Schedules has been agreed to make available to TDO).
- D.** Client will have access to the Booking System in order to obtain TDO Inventory and then sell the TDO Inventory to the Client Customers.
- E.** Client and TDO have agreed to the General Terms of Agreement set out below:

PROVISION OF GENERAL TERMS OF AGREEMENT:

1. Inventory:

TDO will make accessible the TDO Inventory to Client for the price as per the terms and conditions set out in this Agreement. Client will obtain TDO Inventory subject to the terms and conditions on the Website, and it is Client's obligation to review

all such terms and conditions and advise Client Customers of such Terms and Conditions.

2. Client to sell in Territory:

Client is authorized to sell TDO Inventory in the Territory to Client Customers on such additional terms and conditions that Client determines, but Client is not permitted to sell the TDO Inventory outside the Territory.

3. Client Terms and Conditions:

Client will guarantee that the terms and conditions upon which it sells the TDO Inventory to Client Customers specify that (i) Any Client Customer complaints that are unsettled by the hotel, must be communicated to Client in writing within 10 days from the end of the Client Customer's intended stay period at the hotel; (ii) Client Customers will receive a confirmation of Booking and payment for the TDO Inventory from Client, and Client Customers should not be charged by hotel for the TDO Inventory, and will only be charged by hotel for any additional services supplied to Client Customers that are not included in the TDO Inventory; and (iii) Client, TDO are entitled to transmit information relating to the Client Customer between each other and to the hotel for the purpose of securing the Booking of TDO Inventory for the Client Customer.

4. Client Customer Complaint:

Client will report any Client's Customer Complaints to TDO in writing days of the receipt of the Client's Customer complaints and will work willingly with TDO to resolve such Client's Customer Complaints.

5. Booking process (Client):

If Client wishes to attain the TDO Inventory, it must be acquired by making a booking via the **Booking System** and will only be accepted and obtained when TDO provides a copy of confirmation of its Booking. Client may request a cancellation of a Booking if a Client Customer cancels a booking for any other reason; therefore if a Booking is cancelled Client will be accountable for cancellation fee.

6. Booking Process (TDO):

TDO is permitted to transmit Client Customer information to hotels, hotel operators and/or intermediaries for the purpose of securing the TDO Inventory and the Booking for Client and/or the Client Customer. Other than as specified in this agreement or as required by law, information provided to TDO through the Booking System by Client will be kept strictly confidential by TDO. TDO is authorized in its sole discretion to refuse a Booking request from Client if it believes for any reason that Client is not making a bona fide Booking. TDO reserves, at our absolute discretion, the right to cancel FIT bookings made by the agency

if they appear to have been made for the purpose of "holding space" for future sale or otherwise made in bad faith or contrary to this agreement. TDO has the right to cancel any booking in case of a price loading error which results in an unrealistic booking value. If this agreement is terminated for any reason, and the price has been paid by Client, TDO will take all reasonable steps to ensure that Bookings of TDO Inventory made by Client prior to the Termination Date are honored, and to ensure that the terms and conditions of this agreement shall remain in effect for the purposes of any such Booking.

7. Vouchers:

The Client must arrange and provide Travelers with Vouchers stating that the booking is payable by TDO or 3 party suppliers featured in the TDO system generated voucher and must include TDO relevant booking reference number ("Vouchers"). If a Traveler cancels a Booking, the Client is responsible for retrieval of any Vouchers issued in conjunction with that cancelled Booking. Any Vouchers not recovered and presented by any supplier to TDO with the supplier's invoice will be payable by the Client and the Client will be invoiced accordingly.

8. No intellectual property rights provided:

By allowing access to the Booking System to Client, TDO is not providing Client with any intellectual property rights of any kind, including, without limitation, any license.

9. Payment by Client of Price:

The Price payable by Client for the TDO Inventory is inclusive of any GST and/or other Taxes and will be paid without set off, deduction or withholding of any kind. It is the obligation of the Client to absorb all payment costs such that the amount ultimately received by TDO is not less than the amount invoiced. The Client is financially responsible for payment for TDO inventory that is the subject of charge backs, frauds, and/or other refunds. The Price will be invoiced by TDO to Client from time to time, and will be the Price applicable to each booking at the time TDO confirms each booking to Client in accordance with clause 5 and 6. (a) For Credit Clients on the date set out in the TDO invoice for the Booking issued on or after the first date of the Client Customer's intended stay period at the hotel.

10. Late Payment by Client of Price:

Late payment of the Price will enable TDO to suspend the supply of TDO Inventory and/or access to the Booking System immediately until such date as the Price is paid by Client, or an

agreement is arranged between TDO and Client as to regards with payment.

11. Rates and currency:

Invoices will be issued in the currency that the service is booked and payment must be made in the same currency that is selected by Client at the time of the booking. If the Client requests to pay the invoice in a different currency the exchange rate will be determined by TDO – under no circumstances may a client pay us according to any exchange rate from any other source than us.

12. Credit Limit:

Once the approved credit limit is reached, the System will automatically change from credit facility to pre-payment option until outstanding is settled.

13. Provision of Security by Client to TDO:

On request by TDO, Client will provide Security or increased Security to TDO, and if such Security or increased Security is not provided, TDO is entitled in its sole discretion to suspend access to the Booking System and/or refuse any Bookings from Client. Credit Clients will not exceed the Credit Limit, and, if the Credit Limit is exceeded and the Credit Client does not make immediate payment to ensure that the Credit Limit is no longer

exceeded, TDO is entitled to suspend access to the Booking System and/or refuse any Bookings from the Credit Client. If any of the sums payable by Client to TDO are overdue and/or unpaid, or should client fail to perform any of the terms or conditions of this agreement, then TDO may appropriate and apply all or part of the Security provided toward payment of the overdue or unpaid sums.

14. Sub-Agents:

The Client may add the Client's Sub-Agents in the Client's Territory. It is the Client's sole responsibility to train the Client's Sub-Agents and to provide technical and operational support in relation to the System and any other applicable TDO System, exclusively at the Client's risk and expense. TDO will not accept any direct communication, correspondence or instructions from the Client's Sub-Agents and in all instances of the same; Sub-Agents will be immediately referred back to the Client. The Client will be fully responsible for all Bookings made by Sub-Agents added by the Client and all payments, fees or expenses due on Bookings made or attempted to be made by such Sub-Agents. The Client is not permitted to pass on any software or means of access to any TDO Systems to any third party without prior written confirmation from TDO. When the Client is no longer associated with TDO, the Client's and the Client's Sub-

Agents' access to the System will be automatically and immediately terminated by TDO.

15. Client Warranties and undertakings:

Client agrees warrants, undertakes and represents that at the date of this agreement and when applicable, at all times during the term of this agreement:

- a. It is legally authorized and empowered to execute this Agreement;
- b. It will not in any circumstances disclose the price, or any such (including, without limitation, any commission which may or may not be payable) to any third party.
- c. All information provided to TDO through the Booking System by the Client should be accurate and if any information provided by the Client to TDO is inaccurate in any respect, Client is liable and will completely compensate and guarantee TDO on demand for and against any Loss which arises to TDO in relation to any such inaccuracy.
- d. It will not provide access to the Booking System to any third party without TDO's written approval and it will not sell the TDO Inventory to Client Customers outside the Territory.
- e. It has fully complied and will continue to comply with all applicable laws, rules, regulations and administrative

pronouncements applicable in the Territory in relation to the Booking or this agreement, including (without limitation) laws relating to safety, privacy, money laundering, and holding and maintaining any applicable licenses or permits.

- f. It is not acting as agent for/or representative of TDO or any of hotel or hotel operator to which TDO Inventory relates, and will not hold itself out as such.
- g. Except where Client is provided prior written approval it will not utilize the TDO brand logo or any such intellectual property of TDO or of the hotel, hotel operators to which TDO Inventory relates or any website in any form.

16. TDO Warranties:

TDO warrants carries out and represents to Client that at the date of this agreement and where applicable at all times during the term of this agreement.

- a. It is legally authorized and empowered to execute this Agreement;
- b. It is acting on its own behalf when offering the TDO Inventory and will not hold itself out to as representing or acting for Client.
- c. It has fully complied and will continue to comply with all applicable laws, rules and regulations and administrative pronouncement relating to data protection, privacy,

including holding and maintaining any applicable licenses or permits.

17. Liability of TDO:

Other than specified in this Agreement, TDO is making no representation, undertakings or warranties to Client of any kind, and in particular (without limitation):

- a. TDO is making no representation, undertakings or warranties in relation to the TDO Inventory including as to the description of the TDO Inventory and availability of the TDO Inventory has no liability in relation to those matters.
- b. Any information conveyed on the Website in relation to the TDO Inventory is provided as general information and TDO shall not be liable if any such information is incorrect or inaccurate in any respect.
- c. TDO is making no representation or warranties in relation to the Booking System and is not liable in any respect for any failure of the Booking System.
- d. TDO is not liable for any loss of any kind arising directly or indirectly out of the action of any hotel transport company or any other person providing services compromised in the TDO inventory.

18. Indemnities:

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Each Party to this agreement (the "first Party") shall respectively hold the other Party harmless and shall fully protect the other Party and any officers, contractors or employees, agents, successors or assigns of the other Party for and against any Loss suffered or incurred by the other Party directly or indirectly as a result of any breach of this agreement by the first Party including, without limitation, any breach of the warranties this agreement and any negligent act of the first Party and/or any officers, contractors, subcontractors, employees, agents, successors or assigns of the first Party. Any indemnity payment payable under this clause shall be paid on an After Tax Basis. For the avoidance of doubt, if the Party in receipt of the indemnity payment obtains or will obtain a credit of Tax or refund of Tax or other Tax benefit directly as a result of the indemnity payment, must notify the other Party and, where applicable, refund the Party that has made the indemnity payment to the extent of any such credit of Tax, refund of Tax or other Tax benefit.

19. Terms of Agreement:

This agreement remains in full effect from the date of its implementation until it is terminated in accordance with this clause. This agreement shall have a period of one year commencing from the date of execution of this agreement. This agreement will be automatically and successively renewed for

periods of one year following expiry of the one year period, unless provided with a five business days' written notice that the agreement will not be renewed. This agreement may be terminated by mutual settlement of the Parties in writing on the date specified by the Parties or if there is no date specified, the date that is 50 Business Days following the date of the agreement shall be followed. In addition, TDO or Client (respectively) may also terminate this agreement by not less than 20 Business Days' notice in writing to the other Party if any of the following events occur in relation to the other Party

- a. The other Party is in material breach of the agreement, or any warranty given by the other Party in this agreement and, any breach capable of remedy is not improved within 20 Business Days of notification of such breach; or
- b. The other Party fails to make any payment under this agreement within 30 Business Days of the due date for any such payment, provided that any failure to pay is not the result of a Dispute; or
- c. The other Party is unable to pay its debts as and when they become due, or applies for bankruptcy protection or for protection from its creditors in any court or a receiver, administrator or other external manager is appointed to the other Party or any winding up of the other Party initiates; or if the other Party ceases to carry on its business.

20. Miscellaneous matters and governing law:

- a. This agreement is administrated by the laws of Bahrain and each Party permanently and unconditionally submits to the non-exclusive jurisdiction of the courts of Bahrain.
- b. This agreement may only be reformed in writing signed by each of the Parties.
- c. TDO and Client and executing this must each pay its own costs of negotiating, preparing agreement and each Party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this agreement and any transactions contemplated by it.
- d. A term or part of a term of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining terms or parts of the term of this agreement continue in force.
- e. This agreement may be executed in counterparts (including by facsimile or other electronic scanned copy in PDF format). All executed counterparts constitute one document.
- f. A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the Party giving the waiver.

21. Assignment:

Except as expressly permitted by this agreement, a Party is not permitted to assign or replace this agreement or any right under this agreement (or attempt to do so) unless the Party is not in breach of this agreement; obtains the prior written consent of the other Parties (which must not be unreasonably withheld or delayed); ensures that the assignee agrees to be bound by all of the Party's obligations under this agreement; and acknowledges that it remains bound by this agreement.

22. Assignment- Consent not needed by TDO:

TDO may assign or allocate this agreement or all or any of its rights under this agreement to a body corporate if

- a. It is not in breach of this agreement to be bound by all the TDO's obligations under this agreement and
- b. The body corporate agrees to be bound by all the TDO's obligation under this agreement and
- c. Everything necessary to ensure the assignment or task is effective at law in the body corporate jurisdiction of residence is completed and
- d. TDO acknowledge that it remains bound by this agreement up to the date of assignment of the agreement and

- e. TDO advises Client in writing that the assignment has occurred.

23. Dispute Resolution:

If any dispute arises between the Parties in relation to any terms of or obligations under this Agreement, any Party to the Dispute may give the other Party a notice in writing (**Dispute Notice**) specifying the details of the Dispute and requiring that it be dealt with in accordance with this clause. The Parties agree that, where a Dispute Notice has been given, they shall first attempt in good faith to resolve the Dispute by negotiation within 10 Business Days of the Dispute Notice upon receiving by the relevant Parties. If the Parties are unable to resolve the Dispute within this time (unless such period is extended by agreement between the Parties), the Dispute may be resolved by binding arbitration in Bahrain (Arbitration) agreed by the Parties.

24. Force Majeure:

If a Force Majeure event happens:

- a. The obligations of the affected Party under this agreement will be suspended to the extent that the affected Party is wholly or partially unable to comply with those responsibilities as a direct result of the Force Majeure

- b. The affected Party must inform the other Party or Parties as soon as practicable in writing of the Force Majeure and the extent to which the affected Party is incapable to comply with its obligations under this agreement; and
- c. The affected Party must take all reasonable steps to alleviate the effect of the Force Majeure, and must notify the other Party or Parties in writing as soon as it is able to comply with its obligations under this agreement. For the avoidance of doubt, Force Majeure does not occur if it is attributable to the act, omission, neglect, or failure to take reasonable precautions against the relevant cause or effect by the affected Party.

25. Survival and Entire Agreement:

Any indemnity or any requirement under this agreement is independent and survives termination of the agreement. Any other term by its nature intended to continue termination of this agreement will survive termination of the agreement. This agreement establishes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.

26. Relationship:

Except where this agreement expressly states otherwise, it does not make a relationship of employment, trust, agency or

partnership, or other fiduciary relationship between the Parties. For the avoidance of doubt when offering the TDO Inventory to Client Customer, Clients are not the agent of TDO and this agreement does not make Client an agent of TDO for any purpose.

27. Entire engagement; Amendment

This engagement is the final, complete and exclusive engagement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and engagements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this engagement shall be effective unless in writing and signed by each of the parties.

28. UNDERSTOOD, AGREED & APPROVED:

We have carefully reviewed this contract and agree to and accept all of its terms and conditions. We are executing this agreement as of the effective date above:

First Party:
TDO Management:
Date:
Company Stamp :

Second Party:
Name:
Date:
Company Stamp: