**ONLINE BOOKING SERVICE AGREEMENT**

This Travel Accommodation Booking Service Agreement is made on \_\_\_\_\_\_\_\_\_ 2023, ("Commencement Date")

**Between**

**RatesPro Travel LTD.** (hereinafter referred to as “Party A”), with registered office at 16 Clare Street, D02 TY72, Dublin 2, Ireland. with corporate registration number **709028**.

**And**

**................................** (Hereinafter referred to as “Party B”, the same name as the bank beneficiary name), with registered office at ............................... with corporate registration number ....................

**1. DEFINITION**

1.1 “Agreement" means this Travel Accommodation Booking Service Agreement, which is confirmed and agreed upon by both parties.

1.2 “Travel Accommodation Booking Service" means Party A relies on travel technology and products of RatesPro. to provide corresponding services for Party B to carry out travel accommodation booking.

1.3 “Party A" Global Hotel Distribution System" refer to the computer system comprising the online data system, owned and developed by “Party A “under technical means such as providing the XML interface to the website, the database interface, and the API software of the system and managing servers located at IDC to effectuate reservation and booking of the hotel product to support Party B in the tourism accommodation booking business through.

1.4 “XML" means Extensible Markup Language with which both parties can exchange the booking information.

1.5 “XML Interface" means the XML access entry point connecting the API to the API Software.

1.6 “API" means the Application Program Interface developed by “Party A".

1.7 “API Software" means the application program interface which conforms to the specification to enable an authorized party to use an XML Interface to access the

1.8 “Party A" Global Hotel Distribution System.

1.9 “IDC" means an Internet Data Service Canter that can support XML interfacing.

1.10 “Reservation" means the booking and actual reservation of certain services by party B through “Party A" Global Hotel Distribution System.

**2. PURPOSE**

2.1 “Party A" is the owner of the Travel Global Hotel Distribution System and has the right to grant Party B the right to use the services of the “Party A “Travel Global Hotel Distribution System and to provide Party B with travel accommodation booking service products based on the system.

2.2 To serve Party B in developing its tourism accommodation booking business, during the term of the Agreement, Party A grants Party B a non-exclusive, non-assignable, limited right to access to the “Party A “Travel Global Hotel Distribution

The system specifically includes:

⮚ “Party A" shall procure to provide Party B with the database interface and API of the Party A" Travel Global Hotel Distribution System and Party B may access and use the “Party A" Travel Global Hotel Distribution System via the internet.

⮚ “Party “A shall assume the management responsibility and operations cost of the servers placed by Party B at the IDC in Germany designated by “Party A” by the requirements.

⮚ Party A shall use its best endeavours to maintain the smooth running of the XML Service at no cost to Party B.

2.3 Party A shall provide Party B with the booking and billing functions of its Travel Global Hotel Distribution System to fulfil Party B's need to transmit booking information with designated international hotels and to obtain feedback from international hotels on confirmation information

2.4 Party A shall set up an online transaction inquiry function for Party B to provide Party B with merchant information management and transaction information inquiry services.

2.5 Party A will provide Party B with the peer-to-peer settlement price of hotel rooms, and Party B may increase the sales price based on the peer-to-peer settlement price according to the market situation, and both Party A and Party B will finally settle the room payment at the peer-to-peer settlement price.

**3. RESERVATION TERMS**

3.1 Both Parties agree to follow specific cancellation policies provided by different hotels and other residence owners (suppliers), presented in the Booking System and be accessible through the XML Interface with the information on cancellation fees (if applicable) at the time of Reservation and to follow such policies specified therein. The specific cancellation policies form part of the agreement.

3.2 Each Party shall make the cancellations, amendments, and/or early check-ins / late check-outs in coordination with the other Party. Any such actions effected by either Party or its customer directly with the hotel or other residence owners (suppliers) shall not be considered valid and the deposit, payment, cancellation, amendment, no-show, and refund/discount policies herein will be applied.

3.3 Any complaint that cannot be resolved during the guest's accommodation stay shall be reported to the provider's operation or customer service department. Each Party shall notify the other Party in writing of all complaints within eight (8) days of the check-out date. Any complaints arising after this period might be impossible to further investigate. It is the guest's (end consumer) responsibility to provide photographic or written proof signed by hotel staff related to the complaint extra demand etc. If such proof is not available or convincing, the hotel might refuse the claim and no compensation will be provided. Each Party shall forward complaints related to the hotel services to the relevant party.

3.4. Each Party reserves the right to be indemnified by the other Party in full and against all direct losses, costs, damages, charges, and expenses incurred due to the cancellation the Party has made.

3.5. As an intermediary in planning for the sale of Travel Accommodation Products, both Parties are not responsible in case of any personal injury, illness, property damage, or other loss or expense of any nature whatsoever, arising directly or indirectly out of any actions of hotels, transportation companies, or other companies or persons providing or rendering services reserved.

**4. LIABILITY**

4.1 Party A commits to provide timely and necessary technical support to Party B during the effective period of this Agreement, including the following services:

⮚ development of the API Software

⮚ compliment with the API Specification at all times

⮚ access the API using XML Interface

⮚ usage of the Global Hotel Distribution System.

4.2 Party A shall be responsible for complaints processing and dispute resolution related to the Global Hotel Distribution System, while Party B for direct loss caused by the “Party A” Global Hotel Distribution System. Any compensation related to the liability of both parties will be mutually honoured.

4.3 Party B commits that the access codes (Username and Password of “Party A” Global Hotel Distribution System) provided by Party A will be solely used by Party B registered users and won’t be disclosed to third parties. Party B and its users are directly responsible for all bookings made with their access codes. Party B’s responsibility is to change the initial passwords as often as possible to ensure the smooth access of the authorized personnel only. In the event of improper usage of the access codes, with or without the knowledge of Party B, Party A shall not be responsible for any damage caused thereof.

4.4 Party B shall check the working environment of “Party A” Global Hotel Distribution System and the XML service, including the proper use of the hotel search function. In case of any issues with the XML interface of the “Party A” Global Hotel Distribution system, Party B shall submit a written report to Party A (in the document format specified by Party A) either by email or instant messaging stating that error occurred, so in that case, Party A will have sufficient information to be able to fix/correct the problem

**5. CREDIT LIMIT/PAYMENT**

5.1 Credit Limit Amount: \_\_\_\_\_\_\_\_\_\_\_

5.2 Currency of settlement: EURO

5.3 Reservations Order Fee: EURO

5.4 Both Parties adopt a settlement plan as follows:

⮚ Bookings made from the 1st to the 15th of the current month must be paid within the next 3 (three) working days of the same month.

⮚ Bookings made from the 16th to the last day of the month must be paid within the next 3 (three) working days of the following month.

⮚ A detailed invoice (stating all reservations due to payment) will be sent to Partner B, where the payment should be made no later than 3 working days after the receipt

⮚ Each party will bear its own cost for any Bank fees related to national or international wire transfers. This means that both the bank transfer issuer and the recipient shall be solely responsible for the fees charged by their bank respectfully.

In case of any questions related to the invoicing, both parties should contact each other finance department as follows:

⮚ Party A – Email address: **accounts@ratespro.travel**

⮚ Party B – Email address: ..........................................

Any changes related to the above contact details should be submitted in written format to the other party.

5.5 Party A” shall grant a Credit Line of Ten Thousand (10.000) EURO (€) to Party B. The credit line amount will be adjusted based on the monthly sales performance and increased as much as possible to cover monthly sales turnover. If the amount of the unpaid Reservations exceeds 80% of the Credit Line, the Purchasing Party shall prepay the unpaid Reservations to make the unpaid amount lower than the Credit Line. The specified prepayment amount will be confirmed by both parties in writing.

5.6 **Differences in invoices**

⮚ Payments should not be held due to discrepancies unless duly justified. Payment should be made for all valid items requested. Any differences or any other discrepancies may be withheld from payment, however, all valid items must be paid according to clause 5.2 of this Agreement.

⮚ Any differences found by Party B on Party A's invoices will be advised to Party A, within a period of 15 days after the receipt of the invoice. The discrepancy claim should indicate a valid reason, detailed proof, API logs, CS emails, Hotel proof, etc., and a “Party A” reference number too.

⮚ Party A's responsibility: Any differences found by Party B will be resolved by Party A within 45 days of receipt of the discrepancy claim.

⮚ In case of disagreement, the credit department of Party A will advise Party B of all unaccepted amount deductions. If Party B agrees to the Supplier's proposal, it will pay the agreed amounts in the next billing cycle. If still disputed, Party B will inform Party A's credit department of the reasons for disagreement, no later than the agreed 45-days period. Both Parties will work in good faith to resolve any disagreements and engage senior management officials, where and if necessary, to resolve any issues. Party B will provide reasonable supporting documentation related to the payments, if requested, by Party A in writing.

⮚ Party A may open disputes for transactions believed to have discrepancies. In such cases, Party B must resolve the disputed transaction within 45 days of receiving such notification from Party A. In case of disagreement, the parties will follow the process outlined in the clause mentioned above.

**Party A's bank account information is as below**:

Account Name:

Bank Name:

IBAN Number:

Currency: EURO

Swift Code:

Bank Address:

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**Party B's bank account information is as below**:

Bank Name: .......................................................

IBAN Number: ...................................................

Currency: ...........................................................

Swift Code: ........................................................

Bank Address: ....................................................

Any changes to the above information shall be given before the other party's the written notice.

If payment is not received on/or before the due date set with this Agreement, the supplying Party reserves the right to take the following actions against the purchasing party, including but not limited to the following:

⮚ The disconnecting system accesses;

⮚ Enforcing Security;

⮚ Ceasing to make any new Reservations to the Supplying Party;

⮚ Terminating, with immediate effect, any or all contracts with the supplying Party at its discretion;

⮚ Cancelling existing Reservations or demanding prepayment as a precondition for non-cancelation.

**6. BREACHES OF THE AGREEMENT**

Neither of the two parties can amend nor terminate the agreement without obtaining written consent from the other party. In the event of a breach of the agreement, and causing economic losses to the other party, the aggrieved party may claim compensation by the laws of Dublin/Ireland.

**7. CONFIDENTIALITY AND NON-DISCLOSURE**

7.1 Confidential Information in this Agreement means the non-disclosure information, including but not limited to commercial programs, client lists, technology data, product designs, development plans, staff lists, operation manuals, processing techniques, technology theories, inventions, financial conditions, and other materials agreed as confidential (hereinafter referred to as "Confidential Information").

7.2 Without prejudice, and in addition, to the confidentiality obligations, both Parties undertake and shall ensure its partners, associates, directors, Party Bs, employees, representative’s sub-contractors and servants undertake to treat as confidential and not disclose to any third party, all Confidential Information or any other information related to the subject matter of this Agreement.

7.3 Both parties will be exempt from the confidential liabilities for the following information:

⮚ Publicly acquired and known through a legal channel.

⮚ Obtained from the third party without any violation of confidential penalties.

⮚ Disclosed according to the legal requirements or orders of the authorized

 government departments in compliance with laws and regulations or with a legal procedure.

⮚ The operation of this clause seven (7) shall survive the termination of this Agreement.

**8. INTELLECTUAL PROPERTY RIGHT**

8.1 Both Parties agree that the use of any promotional or advertising material (Advertisements") including but not limited to sales, promotional, or advertising materials is subject to the other Party's prior approval in writing. All references including trademarks, trade names, copyrights, logos, characters, recognizable character likenesses, and/or recognizable components of such character likenesses owned or licensed by one Party shall be by the most recent approved resources and guidelines provided. Should the using Party fails to obtain approval before the use of any Advertisement, the referred Party reserves the right to seek all appropriate remedies for breach of contract, including but not limited to monetary damages and injunctive relief.

8.2 Without the prior written approval, the using Party should not discuss this agreement or its relationship to the referred Party with any branch of the media (including without limitation, the posting of any information thereof on the internet) or with any third party nor will furnish any information (including without limitation written materials, photographs, audiotapes, or discs, videotapes or discs, computer programs or data, CD-ROMs, drawings, or sketches) relating to the referred Party to any media entity(including without limitation, the posting of any information thereof on the internet) or third party. Either Party will not use the other Party's name or its association in any form of advertising or promotions (including with - without limitation, the posting of any information thereof on the internet) without prior written consent.

**9. FORCE MEJEURE AND EXCULPATORY**

The party who is unable to perform or fully perform the contract due to force Majeure can be exempted from performing its liability in part or whole. Force majeure means any circumstance whose consequence can be unforeseeable, unavoidable, and insurmountable, which includes but is not limited to:

⮚ Natural calamities such as typhoons, floods, hailstones, earthquakes, seismic sea waves (Tsunamis), conflagration, drought, heavy snow, and landslide.

⮚ Government acts such as requisitions, decrees, and policies.

⮚ Social unusual events such as strikes, riots, etc.

The party shall give timely written notice to the other party 5 days after the occurrence of the above circumstances.

Due to other objective reasons (e.g., hotel decoration, operation suspension, etc.) which lead to the inability to confirm the original bookings, the supplying Party should make an explanation and settle the problems arising thereafter to minimize users' losses. Either Party is not liable for any kind of events arising out of the other Party or its client's fault.

**10. ANTI-COMMERCIAL BRIBERY**

Either Party should not pay any commission, remuneration, or brokerage or provide any present or treatment to the other Party's employees in any kind of way, except for the advertisement gifts with a small value and by business practice.

**11. MISCELLANEOUS**

11.1 Both parties shall, at their own cost and expense, comply with and give all notices required By-laws, regulations, codes, and standards of Ireland that may from time to time apply to the performance of this Agreement.

11.2 The law governing this Agreement and any action commenced hereunder shall be the law of Ireland. The parties agree to submit to the exclusive jurisdiction of the courts of Ireland in respect of all matters arising out of this Agreement.

11.3 If there is any dispute, complaint, or investigation by the government caused by one Party, shall take full responsibility and compensate all direct losses to the other Party, which has the right to stop the booking service at its discretion and without prior written notice.

11.4 The duly authored representatives of the parties hereto hereby execute this Agreement as of the date first above written.

**PARTY A PARTY B**

**NAME AND POSITION: NAME AND POSITION:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE: DATE:**

**COMPANY SEAL AND SIGNATURE: COMPANY SEAL AND SIGNATURE**

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