

DATABASE ACCESS AGREEMENT

This Database Access Agreement ("Agreement") is made on this 5th day of April, 2016 by and between HOTELSPRO DMCC, a limited liability corporation incorporated in Dubai, U.A.E., located at Saba Tower 1, Cluster E, Office 502, Jumeirah Lakes Towers, and AND 香港商富国际旅游有限公司, a corporation located at 利基旺角弥敦道 580 号信和中心 407A [address] and incorporated in HONG KONG [state] CHINA [country] with State/Federal Official Registration No. 60767125-000-12-15-5 ("Agency").

HOTELSPRO DMCC is referred under this Agreement as "HotelsPro"

Each of HotelsPro or Agency may also be referred individually as a "Party" or the "Parties" when referred to jointly.

In consideration of the mutual covenants set forth herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, HotelsPro and Agency agree as follows:

- HotelsPro Services. HotelsPro shall provide access to its own or affiliated company's travel services inventory ("TSI" or "Inventory" or "HotelsPro.com") under this Agreement on a non-exclusive, non-assignable and limited basis ("Service") provided, Agency fully complies with the terms and conditions of this Agreement and is not in breach thereof.
Service described under this Section and elsewhere under this Agreement is/are provided "as is" and without any warranty of any kind.
- Changes in Services. HotelsPro, in its sole discretion and without notice to or consent from Agency and/or any other person(s) who is/are not a party to this Agreement including Agency's agents and/or any end-users, reserves the right to make any changes in or to its Inventory at any time except, Agency bookings already made and confirmed by HotelsPro.
- Inventory. As referred to under this Agreement inventory may include hotel rooms, tours, attractions, cruises, rentals and transfers ("Inventory").
- Rate Changes and Adjustments. HotelsPro reserves the right to determine, in its sole discretion, the rates to be charged to Agency for any and all items in Inventory plus all applicable taxes, governmental fees and charges imposed by HotelsPro's suppliers, when and if applicable (the "Rate").

- Term. The term of this Agreement is for one (1) year and commences from the date of execution by Agency of this Agreement unless, terminated earlier in accordance with the terms herein. After the initial 1st year, the Agreement is automatically renewed in one (1) year terms, unless and until either of the Parties delivers a 30-day notice of non-renewal to the other Party, which may be exercised only one time in each of the extension terms and 30 days before the expiration of the previous term.
- Currency Selection & Payment Due Dates. The Parties shall mutually agree, in writing, on the currency in which they will transact business during the validity of the Agreement. Payment should be made by Agency on a weekly/bi-monthly/monthly basis as follows:

(a) Billing Cycle from the 1st through the 15th of the same month is payable on the 30th of the same month and, billing cycle from the 16th through and including the end of the month is payable on the 15th of the subsequent month.

(b) Payment value dates that fall on a weekend or federal/bank holiday shall be received by HotelsPro on the previous business day. Agency shall remit payment to HotelsPro in the amount of the Rate for bookings with a Usage Date during the Billing Cycle. The "Usage Date" is defined as follows: The date of arrival for hotels (check-in date, including no shows), pick-up date for car rentals, actual booking date for cruises, flights, transfers and attractions unless, provided otherwise, in writing, by HotelsPro.

(c) Agency shall remit payments to HotelsPro in the currency agreed via wire transfer to HotelsPro Bank account.

- Agency shall remit full and timely payment of all balances due for bookings regardless of whether Agency has collected payment from the consumer or booking agent. HotelsPro may, in its sole discretion and with notice, allow or prohibit Agency to make bookings that exceed the credit line. Failure to provide prepayment for bookings over the agreed credit line will void the Rate and/or give HotelsPro the right to cancel the booking, charge consumer directly at a different rate than the Rate or, apply all or part of the floating deposit or letter of credit toward payment, all in its sole discretion.

- If any of the sums payable by Agency to HotelsPro are overdue and/or unpaid after expiration of applicable notice or cure

periods or, should HotelsPro make payments on behalf of Agency or, should Agency fail to perform any of the terms or conditions of the Agreement then, HotelsPro may at its sole option and without prejudice to any other remedy which HotelsPro may have, appropriate and apply all or part of the floating deposit or letter of credit toward payment of the overdue or unpaid sums.

- If Agency is not in default of this Agreement, HotelsPro shall return any unused floating deposit to Agency within thirty (30) days of termination or expiration of the Agreement subject to deductions for payment of all sums due to HotelsPro by Agency including, immediate prepayment for all future bookings.

- If payment is not received within one (1) day of due date, access to HotelsPro's system shall be suspended until full payment is received provided, however, HotelsPro does not waive any of the other remedies enumerated elsewhere under this Agreement. In addition, upon Agency's failure to make timely payment, HotelsPro reserves the right to temporarily or permanently change and/or eliminate the direct billing terms, require prepayment for all current and future bookings, and/or cancel all bookings based upon late payments in addition to other remedies herein. A finance charge equal to the lesser of one percent (1%) per month or the maximum amount allowed by applicable law may be assessed on all amounts that are past due.

- Agency is financially responsible for payment for Travel Inventory that is the subject of charge backs, frauds and/or other refunds unless, determined otherwise by HotelsPro pursuant to **APPENDIX B** General Operations of HotelsPro Website and Customer Service.

- Termination. i) Material Breach. Upon written notice, each of Agency or HotelsPro may terminate this Agreement before the date of expiration, if and when there is a material breach of the terms of this Agreement. The "material breach" shall mean any material breach of representations or covenants, which have not been cured within a period of five (5) business days commencing from the date of receipt of a written notice by the breaching-party.
ii) Bankruptcy and/or Insolvency. Each of Agency and HotelsPro may terminate this Agreement when either Party a) files for a bankruptcy or similar debtor protection against creditors and under their respective laws or, b) becomes insolvent or is unable to pay its debts or meet obligations as they become due.
iii) Agency's account is in arrears for more than five (5) business days in the minimum amount of \$1,000.00 or, for more than ten (10) business days for any amount or, a) HotelsPro

determines that Agency's or its end-users' actions either damage or has the potential to damage the business relationship of HotelsPro with its suppliers, merchant account providers or other related parties(s) or, b) Agency breaches the terms of Confidentiality or Intellectual Property Rights sections under this Agreement or, c) Agency offers a price to end-users that is lower than the price offered to end-users directly by own supplier of such Inventory item.

No termination or expiration of this Agreement shall release or discharge Agency from payment of any amounts otherwise payable pursuant to the terms and conditions of this Agreement.

- Operation After Termination or Non-renewal. In the event of termination or non-renewal, Agency agrees to remove, within 24 hours, any property or any hotel room from Agency's property, system or website without any request from HotelsPro. If the Agreement is terminated as described under paragraph 5 above or not renewed by delivery of a written notice then, HotelsPro shall honor the bookings made prior to termination of the Agreement provided, Agency pays all amounts that are in arrears or become due after termination which will be determined by HotelsPro.

Any bookings by Agency following the termination and/or non-renewal will be subject to: (a) pre-payment for the next three (3) months following termination, which will be payable on the 1st of the month following the date of termination and (ii) payment for all remaining bookings on the first day of the fourth month and for every month thereafter. If the Agreement is terminated without cause, the credit terms on the date of termination including, terms related to the Irrevocable Letter of Credit, shall apply provided, Agency is not in arrears on any payments to HotelsPro and continues to make timely payments after termination.

- Reconciliation. Agency must reconcile its accounts with HotelsPro twice a year (bi-annually). Agency has five (5) business days from the date of receipt of HotelsPro statements to raise any objection to the content and accuracy of each statement. If no timely objection is raised, each such statement becomes firm and deemed mutually agreed upon.
- Legal Documents. No later than the time of execution by Agency, Agency agrees to provide copies of the following documents to Hotelspro: Corporate Tax Identification Number, list of authorized signatories and copies of their official identification documents (copy of passports), certificate of

good standing, articles of association or certificate of incorporation.

- Confidentiality. This Agreement and each of its terms and conditions shall be held as strictly confidential together with any and all trade secrets or other proprietary, non-public information of HotelsPro and Agency including, and related to any Inventory items and products, costs, rates, vendors, suppliers, customers, personnel, security and access codes, and finances of each party ("Confidential Information"). Each of HotelsPro and Agency promises to refrain from disclosing, sharing or making available of Confidential Information for a period of three (3) years from the date of disclosure by the disclosing Party and shall use the same solely for the intended business relation between the disclosing and receiving Parties as described under this Agreement.
- Intellectual Property Rights. All title and intellectual property rights in and to the Service as described above including, but not limited to, the XML formats and other aspects of the communications protocol and any other programs, software, procedures or documentation and content developed by HotelsPro and/or its affiliated companies in relation to the Service are owned by and/or exclusively licensed to HotelsPro. All title and intellectual property rights in and to HotelsPro's patents, trademarks and copyrights are owned by HotelsPro. Similarly, Agency owns any title and intellectual property rights in and to Agency's patents, trademarks and copyrights. All reports, designs, specifications and all media and content developed or created under this Agreement and directed to the betterment of Service, whether prepared by HotelsPro or Agency, shall be the sole and exclusive property of HotelsPro.
- Limitation of Liabilities. Neither HotelsPro or Agency shall be liable for any consequential, incidental, punitive, indirect or economic damages whatsoever including, but not limited to, damages for loss of business or personal or confidential information or any other pecuniary loss, damages for loss of privacy or failure to meet any duty including, any duty of good faith, or to exercise commercially reasonable care or for negligence of any degree arising out of this Agreement or in any way related to the use of or inability to use service, even if the other Party has been advised of the possibility of such damages. In no event shall either Party be responsible for any amount other than the amount paid or owed to the other Party under this Agreement for Inventory provided, however, this limitation shall not apply to any breach of this Agreement relating to

Sections 10 (Confidentiality) and 11 (Intellectual Property Rights).

- Security Deposit. Agency shall make a security deposit to HotelsPro in the form of a cash deposit or, bank guaranty or, Irrevocable Confirmed Standby Letter of Credit or, Demand Guarantee ("Security Deposit"). The amount of Security Deposit will be determined solely by Hotelspro. Agency agrees that the amount of Security Deposit may be increased at any time by HotelsPro at its sole discretion. The currency of the Security Deposit shall be Euro/USD/GBP.

Agency accepts that Security Deposit will be issued in HotelsPro requested format and the swift message will be sent to the HotelsPro's bank. The hardcopy of the Security Deposit is not accepted by HotelsPro. Security Deposit shall be released/canceled within fifteen (15) business days after the termination of this Agreement provided, all accounts settled and all amount due to HotelsPro are fully paid. HotelsPro will provide a swift message related with the cancellation of the Security Deposit. There will be no interest or other payment to Agency on Security Deposit.

- Force Majeure. In the event that any Party is unable to meet its obligations under this Agreement due to any cause beyond its reasonable control including, but not limited to, strikes or lockouts, labor shortages or disturbances, acts of God, fires, accidents, floods, severe storms, wars, riots, acts of governmental authority, and acts or omissions of third parties, the performance obligations of the Party or Parties affected by the force majeure conditions shall be suspended to that extent for the duration of such event; provided, however, that the Parties shall make all reasonable efforts to continue to meet their obligations during the duration of the force majeure condition. The Party declaring force majeure shall notify the other Party in writing when force majeure exists, the nature of the force majeure and when the condition is terminated. The suspension of any obligations owing to force majeure shall not cause the term of this Agreement to be extended or affect any rights accrued under this Agreement prior to the force majeure condition.
- No Assignment. Agency may not assign or sub-contract this Agreement or any of its rights, obligations and duties hereunder except with the prior written consent of HotelsPro. Any attempt of assignment shall be null and void and Agency will be held liable for all related damages.

- Independent Contractors. The Parties under this Agreement are operating as independent contractors and nothing in this Agreement shall be construed as creating a partnership, joint venture, franchise, employer and employee or agency relationship. The Parties are not prohibited or restricted or need any approval from each other to enter into similar agreements with other parties.
- Full Force & Effect. The Parties intend that the provisions of this Agreement be enforced to the fullest extent permitted by law. Therefore, if any of the provisions under this Agreement are deemed unenforceable, such provisions shall be deemed modified and/or altered to the extent necessary to make them enforceable. If any of the provisions of this Agreement shall be determined to be illegal, invalid or unenforceable by a court of competent jurisdiction then, the remaining provisions shall remain in full force and effect without compromising the validity of this Agreement.
- Modification. This Agreement shall not be modified or altered except by a written agreement and signed by the Parties' duly authorized representatives.
- Section Headings. The Section Headings as used in this Agreement are intended for convenience only and shall not be deemed to supersede or modify any of the provisions.
- Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective, unless and until the same is made in writing and executed by duly an authorized representative of the Party waiving any such breach.
- Execution by Counterparts. This Agreement and any of its attachments may be executed in counterparts and, when signed by Parties' authorized representatives and delivered to the other Party, each of such counterparts shall be deemed to be an original Agreement and, taken together shall constitute one and the same instrument.
- Survival. The obligations and rights of each Party under paragraphs 11, 12, 13, 23, 24 and 25 and all payment obligations of Agency shall survive the termination or expiration of this Agreement.

- Arbitration & Governing Law. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one (1). The seat, or legal place, of arbitration shall be London, United Kingdom. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of the United Kingdom.

The Party prevailing in the arbitration proceeding will be entitled to and receive -as a part of the arbitration award- its reasonable attorneys' fees from the Party determined to be negligent, at fault and/or, in breach.

- The following appendixes are an integral part of this Agreement:
Appendix A. Credit Limits, Currency Selection & Accounting
Appendix B. General Operations of HotelsPro Website & Customer Service
Appendix C. Technical Operations
Appendix D. Bank Account Details

IN WITNESS WHEREOF, HotelsPro DMCC and Agency have caused this Agreement to be executed by their duly authorized representatives as of the date above written.

HOTELSPRO DMCC

[Name of Agency]

By: [name of Auth. Rep.] _____

[Sign.] _____

Date: _____



[Sign.] _____

Date: 2016-06-21

APPENDIX A - CREDIT LIMITS, CURRENCY SELECTION & ACCOUNTING

1. The amount of Agency's credit limit and the applicable currency will be determined solely by Hotelspro. If the credit limit is

exceeded, Agency will immediately make a payment to bring its available limit below the maximum stated credit limit.

2. In the event Agency exceeds its credit limits, HotelsPro may suspend or cancel/terminate the terms of the credit line. In addition, HotelsPro reserves the right to amend, modify or cancel the granted credit line in case of receiving negative financial information from financial sources. In case of the cancellation of the credit line Agency accepts to pay immediately for all outstanding reservations.

3. HotelsPro grants to Agency a total credit line of:

US Dollars 40000.00 [in writing Forty thousand US Dollars] (the "Credit Limit")

- Agency agrees not to exceed the above Credit Limit or any amended limits during the validity of this Agreement.
- Agency's Credit Limits may be amended by HotelsPro at any time for any reason without prior written notice to or consent of Agency.
- Payment Due Dates. The Parties agree that **Section 6.** of the Agreement shall be applicable for payment due dates, currency, methods, remedies, etc.

HOTELSPRO DMCC

[Name of Agency]

By: [name of Auth. Rep.]

By:

[Sign.]

[Sign.]

Date:

Date:



APPENDIX B -

OPERATIONS OF HOTELSPRO WEBSITE & CUSTOMER SERVICE

USE OF HOTELSPRO WEBSITE

We, HotelsPro, act only as booking agent for accommodation or service providers. The contract for accommodation or other related services is between your customer ("customer") and the accommodation or service provider.

The "Provider" or "Supplier" means the owner/provider of the hotels, apartments and other facilities of lodging as described or featured on HotelsPro Website (the "website"); and

the "Accommodation" means the accommodation including all facilities and services advertised on our website that we have agreed to arrange in connection with Your confirmed booking; and

"You" "Your" or "Agent" means the user of this website under the Database Access Agreement with an agent log-in; and

"Guest" or "End-User" means Agent's customer who is/are the end-user of HotelsPro product.

USE OF HOTELSPRO WEBSITE IS SUBJECT TO YOUR ACCEPTANCE OF OUR TERMS AND CONDITIONS UNDER DATABASE ACCESS AGREEMENT AND THIS APPENDIX B.

HOTELSPRO WEBSITE IS AVAILABLE TO YOU FOR MAKING LEGITIMATE HOTEL BOOKINGS ONLY AND NOT FOR SPECULATIVE, FALSE OR FRAUDULENT BOOKINGS.

You accept full financial responsibility for all transactions made under Your agent log-in and You agree to give us accurate information about all people traveling on a booking. Before You click on the 'Book Now' button at the end of the Booking process, please ensure that You have carefully read all the terms and conditions. By clicking on the 'Book Now' button You are committing to be bound by these terms and conditions.

Access codes (username and password) to the website shall be given by HotelsPro. The codes are for the sole use of each Agent only; no access code use may be transferred or disclosed to third parties including, but not limited to, representatives or subsidiaries of the Agent. You are responsible for the use of the access codes. For reasons of security, HotelsPro reserves the right to change the access codes so long as such changes will not disrupt the use of the system and that sufficient notice of planned change(s) is given to You.

RESERVATIONS

All bookings must be made online. When the booking is completed, it is Your responsibility to check that the details on the pre-paid accommodation voucher such as; hotel address, hotel info, city and country details to make sure that they are correct. Booking conditions

including, but not limited to, the cancellation, amendment or no-show policies are stated in the cancellation policy of each booking and are visible during booking search or on the voucher after finalizing the booking.

GROUP BOOKINGS

A booking is considered to be a "Group Booking" when there are ten (10) or more pax travelling. HotelsPro reserves the right to cancel any FIT booking made for a group or, any booking it deems was made for the purpose of holding space for a future sale. Please submit Your group request by using the HotelsPro Group tab.

NAMES OF PERSONS TRAVELLING

It is important that the Agent making the booking enter the full legal names of all the guests travelling. If "TBA" or any other abbreviation has been entered as the guest's name, the hotel may reject the booking. HotelsPro cannot be held responsible for any inconvenience resulting from incorrect names being entered for a booking.

CHILD POLICY

The policy varies from hotel to hotel and is clearly indicated when You get an availability in the system. It is strictly required that children of all ages are stated in the availability request and the booking is not guaranteed in case You report us at a later stage that this booking is inclusive of children, as the hotel may not be able to provide a room that can accommodate children or that the room rate may differ.

E-MAIL ACCOUNTS

It is the responsibility of all the Agent to ensure that they have entered a correct email address. It is the Your responsibility to contact us if our emails are not being delivered to Your side due to system problems.

ROOM TYPES & SPECIAL REQUESTS

It is the responsibility of the Agent making the booking to ensure that the room type booked will be suitable for the party traveling. If more guests arrive at the hotel than appearing on the reservation and/or voucher then, the hotel is entitled to reject the booking or charge the guests extra. No refund will be made in such cases.

While HotelsPro tries to ensure that the requested room type and booking preferences are available, **We cannot guarantee the actual bedding, accessibility or amenities of the room.** These requests are sent to the hotel(s) however, room allocations are done by the hotel

and are subject to availability. It is always guaranteed that the room provided by the hotel will accommodate the number of guest(s) booked.

Single room contains one (1) bed and is suitable for one (1) person; double/twin rooms generally contain one (1) or two (2) beds and are suitable for two (2) persons however, double/twin rooms may sometimes contain only one (1) bed. Customers can request separate beds upon arrival however, separate beds are not guaranteed. Triple rooms generally contain one (1) twin or double bed + extra bed or two (2) double beds. Quad Rooms may not contain four (4) separate beds or two (2) double beds and are suitable for four (4) persons. Rollways are usually available at a small fee payable to the hotel.

LATE CHECK-IN

If a guest is expected to arrive after 18:00 hours, You must inform us during the time of booking, afterwards via ticket or, by contacting the hotel and informing them of the guest's arrival time. Also note that some hotels have limited reception services after 21:00 hours. **Failing to inform the hotel of a late arrival can result in the room being released and HotelsPro shall not accept any responsibility for such cases.**

EARLY CHECKOUT

Guests are responsible for obtaining and providing hotel-issued early check-out permission documents to HotelsPro, if they wish to be provided with a refund for such a request. **The early checkout permission document itself does not guarantee any refund, and the refund can only be provided, if and when the supplier or the hotel does not invoice HotelsPro.**

HOTEL INFORMATION, FACILITIES AND STAR (*) RATINGS

Hotel information and Facilities: While Hotelspro.com strives to present hotel information as accurately as possible, We are not responsible for the accuracy or content of hotel information or availability of any the facilities or amenities at the hotel during Your client's stay. These details are provided to Us by hotels at intervals and may change on a daily basis and may no longer suit Your client's individual tastes and preferences.

Star Ratings: Star ratings aim to give a general overview of the quality of the hotel and approximate level of facilities, services and amenities available. This rating system varies from country to country.

HotelsPro is not responsible for the hotel categories and star ratings, as these have been provided to Us and accepted in good faith.

Hotel Conditions, Accidents, Losses & Damages: Redecorations/renovations and maintenance are necessary to the upkeep of the hotel and may take place without prior warning. However, the hotelier will try to keep inconvenience to a minimum. The effects of normal wear and tear can be expected in a hotel and these are beyond Our control.

We cannot accept responsibility for any disturbance or inconvenience, or for accidents, loss or damages caused by hotel management, staff members or by third parties or, accidents, losses and damages resulting from the physical condition of any hotel booked through our system.

Hotel and guest room photographs are provided to give a general overview of the hotel. Guest room photographs may be of a different category than the one You book and not identical to the room Your Agency(s) are allocated to at the hotel.

The climate differences and energy saving rules of different countries might affect the heating systems at the hotel, located in that area and/or country (e.g., in Italy the heating system can only be operated between November 15 to March 15 due to government regulations). The opening and closing dates of the swimming pools might also be affected by the climate and weather conditions. **HotelsPro is not responsible for temporary or mandatory practices of the hotels.**

MAP INFORMATION

Maps are provided for information purposes only. While Hotelspro.com strives to present hotel and map information as accurately as possible, We cannot guarantee the accuracy of this information or for any errors and/or omissions. We suggest that You contact the hotel or visit the hotel website directly to obtain the most current and complete location information and directions.

RATES

Where in exceptional circumstances errors are found on the website they will be corrected and We reserve the right to correct any pricing or displayed errors and/or omissions. This includes errors and/or omissions, which have been entered by a hotelier or a local agent. In the event of a price error and/or omission, We will offer You the choice of either keeping the booking at the corrected rates, cancelling the booking or, subject to availability, We will offer You a suitable alternative hotel.

You acknowledge and accept (must inform your clients as well) that the rates are confirmed by hotels at the time of booking. The hotels are within their right to provide cheaper rates at a future booking date for the same booking details, on their own website, or through

another supplier. **HotelsPro does not guarantee any price matches as prices are always subject to change.**

All rates are valid for the leisure market only. HotelsPro will not accept responsibility for any booking, if it becomes known that End-User is/are not travelling for leisure purposes. Hotels may refuse to honor Our contract rate and charge rack rate to End-User directly for any other types of bookings.

New rates may apply to bookings after amendments, complaint resolutions, relocations and some hotel facilities. Any alternative rates must be confirmed by Us in writing and You must have written confirmation for any new rates to be guaranteed.

HotelsPro reserves the right to change all HotelsPro rates, even after confirmation, as a result of changes in government taxes, currency fluctuations, trade, fair and special event periods and/or rate changes.

LOCAL MARKET RATES

Not all of the hotel rates which are displayed on the HotelsPro website are applicable for the local market. In addition, there may be other market restrictions to pricing and in such cases the hotel is within their rights to change the rates without prior notice.

You agree that guest nationality declaration is mandatory and must be determined by selecting "Client Nationality" at the time of booking. This information must be in complete agreement with the information provided in guest's passport. False declaration of guest nationality and/or other information may cause extra charges or legal consequences for which We cannot be held liable.

If You do not change guest nationality manually, the agency country will be taken as guest nationality by default. If any financial damages, penalties, costs and/or liabilities occur due to false nationality declaration or passport information, then the same amount shall be paid by the End-User to the hotel or HotelsPro.

PROMOTIONS AND PROMOTIONAL RATES

Promotions are offered in good faith only. Some promotions are more popular than others, in which case the rooms featured will be sold out much quicker. We reserve the right to modify or change any promotion or offer at any time without prior notice. It is Your responsibility to make a search for Your requested dates for the most current rates.

CURRENCY FLUCTUATIONS

Currency exchange rates fluctuate on daily basis depending on the market conditions. HotelsPro reserves the right to update the room rates displayed on its website due to exchange rate fluctuations.

Any changes related to currency exchange rate fluctuations will not affect the rates of a confirmed booking. Likewise, once a booking has been made and confirmed at the rates You have accepted, there is no refund for any difference in rates due to exchange rate fluctuations.

RESORT FEES AND TAXES

Rates include applicable hotel taxes. Any other taxes such as tourist tax, and/or local, city, state taxes are not included. These taxes need to be paid at the hotel by the End-User ("guest taxes").

Also, some hotels in certain destinations charge a resort fee, which must be paid to the hotel directly by the End-User. We are not responsible for resort fee charges and have no control over their implementation.

Agent must ensure that the End-User is aware that guest taxes and resort fees may be payable in certain destinations, and that guests will need to make allowances for these extra taxes, fees and charges.

INCIDENTALS

HotelsPro has no control over any extra charges by the hotel for guest room amenities, hotel facilities and incidentals including, but not limited to, air conditioning, safe, minibar, cable, television remote, luggage storage, sauna, spa and swimming pool use, car parking fees, etc. The incidental charges must be paid directly to the hotel. HotelsPro cannot be held responsible for incidental charges passed on by the hotel.

INTERNATIONAL TRANSACTION FEES

The majority of credit card suppliers charge an international transaction fee. This can be as much as three percent (3%). This is passed on by certain credit card suppliers because, the charge for the booking has been processed outside of the cardholder's (Agent or End-User) country. We cannot be held responsible for any international transaction fees charged to the cardholder.

CANCELLATION AND AMENDMENT

We prefer that all cancellations and amendments are made on the HotelsPro website. Alternatively, You can contact the HotelsPro Sales Support Team via the ticket messaging system before the cancellation deadline for that specific booking.

All cancellations made within the deadline periods are subject to cancellation fee determined by HotelsPro. Cancellation charge waivers received from the hotel do not guarantee the free of charge cancellation of Our bookings, as there may be third-party Suppliers involved. Even if the guests or the Agent has received a guarantee from the hotel, We may still be unable to waive the fees and charges.

HotelsPro cannot guarantee any amendment for reservations within cancellation deadline or for non-amendable bookings.

If amendments are permitted, changes to arrival/departure date, room type or guest name may result in a change of the rate and conditions of the booking. There may also be a rate change where special offers were applied at the time of the booking.

HotelsPro will not be bound by or responsible for any changes or cancellations made directly with the hotel.

SPECIAL EVENTS PERIODS

During special event periods such as; fairs, expos, religious holidays, New Year's or early bird type bookings hotel suppliers may pass on a different cancellation policy or change the booking conditions of which the Agent will be informed as soon as HotelsPro is notified. Also, suppliers may not honor HotelsPro's usual reduced rates, which means that the price the Agent pays may be higher than the hotel's published rate. This can happen at any time when availability is scarce.

PROOF OF ID

To protect Your HotelsPro account, when a booking has been charged to a third party, We reserve the right to request proof of ID from the credit cardholder, as well as a signed authorization form. This security measure is not intended to cause any inconvenience but, merely to protect the credit card holder against any credit card misuse.

RELOCATION OF YOUR CLIENTS

If the original hotel booked is closed, over-booked, has maintenance problems and/or simply cannot provide the room(s) booked, **You accept that the hotelier or supplier is responsible for finding You alternative accommodation of a similar standard.** Where We have prior notice, HotelsPro will contact You by email. If the hotel or supplier fails to inform HotelsPro of a relocation well in advance, or if the hotel decides to relocate the guest(s) upon arrival, HotelsPro will try to assist the Agent and guest(s) to accommodate to a similar standard alternative hotel. However, HotelsPro cannot accept any responsibility if the hotel or supplier fails to inform us of relocations. Once the guest or Agent have accepted the alternative - either pre check-in or on-the spot - the reservation is considered

confirmed and any cancellation after this may result in cancellation fees or charges.

HotelsPro accepts no liability for any losses or costs that might occur as a result of re-location as this is completely beyond Our control.

"ON REQUEST" RESERVATIONS

In very rare occasions, the availability at the hotel might be lost until the time You complete Your booking and the final status might turn to "On Request Processing." In these cases, You should not attempt to book the same hotel again. You will be informed within 48 hours whether Your booking can be confirmed or not. If the hotel can confirm the booking at a different rate, You will be advised. Confirmations of "on request" bookings cannot be guaranteed and the hotels have the right to reject such bookings.

COMPLAINTS

Any complaint which cannot be resolved at the hotel must be reported by logging onto the HotelsPro.com and selecting the message category "Complaint." You must notify HotelsPro on all complaints within twenty (20) days of the check-out date. Any complaints raised after this time may be rejected, if the hotel or provider records can no longer be accessed.

It is the guest's responsibility to provide photographic or written proof signed by hotel staff related to the complaint. If such proof is not presented, the hotel may refuse the claims and no compensation will be provided.

HotelsPro will forward complaints relating to hotel services to the relevant party but, We cannot guaranty any compensation regarding complaints. Response times vary between five (5) to twenty (20) working days depending on the nature of the complaint and the individual hotel's response times.

VISA SUPPORT DOCUMENT

HotelsPro has no control over any charges that a hotel or supplier may implement for visa support documents. This fee may not be refunded in case the visa documents are not provided.

In the event that a hotel implements charges for visa support documents, HotelsPro expects that the guest will make the relevant payment directly to the hotel.

GENERAL TERMS AND CONDITIONS

Any booking made via the HotelsPro website falls under the HotelsPro contract and is bound by the voucher conditions of the booking. The Agent agrees to contact HotelsPro regarding any requests related to such bookings. Should the Agent choose to contact the hotels or

Suppliers and make alterations to bookings, these will not be considered binding to HotelsPro and HotelsPro reserves the right to reject these alterations should they be contradictory to the voucher conditions.

HotelsPro shall not be liable for any failure in service relating from uncontrollable circumstances such as flood, earthquake, riot, terrorist acts, acts of governments or authority change in a country, bad weather conditions, etc.

EXTRA SERVICES

"Tours & Transfers" and "Activities" Sections have their own terms and conditions, therefore, when purchased separately from any hotel bookings, each product published under any of these Sections will be subject to terms and conditions of these Sections.

For transfers and/or activities booked along with hotel bookings, the terms and conditions of "transfer voucher" or "activity voucher" will be applicable.

CHARGEBACK & FRAUD

"Chargeback" means any disputed credit or debit card sale that is returned to the acquirer bank for reimbursement to the cardholders account. Chargebacks can be procedural (issuer-initiated chargebacks) or substantive (cardholder-initiated chargebacks).

Without prejudice to the right of the End-User to appeal a reported chargeback with the acquiring bank, the Agent explicitly agrees to accept any reversed payment charges, penalties and/or other fees and expenses reported by HotelsPro and/or its affiliated acquiring entity, provided that HotelsPro notifies the Agent of any such chargeback, penalty or other fee or expense.

Upon notification of a chargeback, Agent and End-User may initiate a challenge to the chargeback by forwarding all transaction information to HotelsPro within permitted time period by email (e.g. signed order form to provide proof of the cardholder's authorization of the transactions or acceptance of goods).

Upon receipt, HotelsPro will forward this information to the acquiring bank. The acquiring bank will make the final decision as to the validity of the chargeback.

In order to protect HotelsPro against any form of fraud, unauthorized use of the services or prohibited activities, including, but not limited to, violation of the rules and misuse of an Agent Account ID, HotelsPro will have the right to immediately modify and/or suspend some or all of the provision of services to Agent by written notice.

HotelsPro shall use this right of modification and/or suspension of the services in good faith, with restraint, and only when the following occurs:

- Number of Chargebacks exceeds a limit as set forth in the Rules;
- HotelsPro reasonably suspects or has evidence that fraud is or may be occurring;
- HotelsPro reasonably determines that the Agency is willfully dishonest, fraudulent and/or engages in misconduct with respect to its business or affairs;
- The risk profile of Agency and/or its transactions change significantly;
- An acquirer, card association, payment method supplier, governmental or supervisory authority requires or advises HotelsPro to modify, suspend or terminate the Services;
- A law, rule, banking regulation including, but not limited to, currency restriction from local and/or central banks mandates modification, suspension or termination of the Services.

IMPORTANT

Our company name will appear as "HotelsPro" on the credit card statement of the credit card used to make the booking. If a HotelsPro Agent has used a guest's credit card to make the hotel booking, then, it is the responsibility of the Agent to inform the End-User of this important information in order to avoid any misunderstandings.

Refunds/Discounts: Any discount and/or deduction taken unilaterally by the Agent without complying with the provisions of this clause shall be considered a breach of the payment obligations of the Agent and HotelsPro shall have the right, at its sole discretion, to terminate this Agreement and/or halt or reduce the commission payment.

Changes to Terms & Conditions: HotelsPro reserves the right to change or update these terms and conditions relating to the use of the site without prior notice to Agent. The latest version of the terms and conditions will always be available on HotelsPro.com and by using the website, You agree to and accept the validity of such latest version.

HOTELSPRO DMCC

[Name of Agency]

By: [name of Auth. Rep.]

Jinyan Li

[Sign.]



[Sign.]



Date: 2016-6-21

Date: 2016.06.21

APPENDIX C - TECHNICAL OPERATIONS

DEFINITIONS

- **HotelsPro API:** shall mean the application programming interface which enables the Agency to access HotelsPro.com using XML or JSON format.
- **API key:** Shall mean a unique code which verifies Agency's identification so that Agency has access to HotelsPro product through XML/JSON.
- **Specification:** Shall mean the technical and functional documentation for the API Software initially produced by HotelsPro and to be used by Agency to develop XML/JSON API.
- **Go Live Date:** shall mean the date on which the XML system is "live".
- **Search to Bookings Ratio:** shall mean the agreed ratio of maximum searches to bookings made, as set out on the Agency Information Form and recorded over a calendar month, which may vary from time to time by HotelsPro with advance notice to Agency.
- **"Product Content"** shall mean images and descriptions of Product provided by HotelsPro.

HOTELSPRO XML DEVELOPMENT

Agency will develop HotelsPro API integration, which will at all times comply with the Specification and enables Agency Websites to access the API using XML/JSON Interface, granting Agency access to the Product Content and allowing to purchase Product direct from HotelsPro using HotelsPro.com.

HotelsPro will assist Agency in developing and testing the HotelsPro API integration by:

- making available to Agency copies of documentation relating to the API relevant to such development or testing; and/or
- making available to Agency test servers on which test versions of the API is hosted.
- providing unique API key which is non-assignable and personal to Agency.

HotelsPro will provide technology support via e-mailing during HotelsPro's business operating hours to assist Agency in accessing and using the Service. Agency shall appoint a technical manager for HotelsPro as contact for all technical issues arising during the term of the Agreement and provide notice of the same in writing.

THE HOTELSPRO PRIMARY CONTACT INFORMATION SHALL NOT BE RELEASED TO THE PUBLIC, PROVIDED TO THE CONSUMER DIRECTLY OR INDIRECTLY, OR USED FOR ANY OTHER PURPOSE OTHER THAN TECHNICAL OPERATIONS SUPPORT. HOTELSPRO SHALL NOT RESPOND TO ANY EMAILS SENT TO THE ADDRESS BELOW REGARDING RESERVATIONS, BOOKINGS, PAYMENTS, AND/OR CONSUMER ASSISTANCE.

HotelsPro Technical Support Email address: xmlsHYPERLINK
"mailto:xmlsupport@hotelspro.com"upport@HotelsPro.com

Agency using the HotelsPro API shall be responsible to develop the connectivity to the Service at its own expenses

During the development procedure, the parties will reasonably co-operate regarding appropriate testing procedures and acceptance tests and agree that the Agency Websites offered by Agency incorporating Product using the HotelsPro API will not go live until such agreed acceptance tests are passed. When the acceptance tests are passed, the parties will agree the Go Live Date. Prior to the Go Live Date and for the remainder of the term of this Agreement, Agency must seek and obtain HotelsPro' written approval of the form and use of Product Content within the Agency Websites, such approval not to be unreasonably withheld or delayed.

Agency shall ensure to set up timeout period for makeHotelBooking response (HotelsPro API 4.1) or timeout period for Booking response (HotelsPro Coral) to 90 seconds after getting Live Access in XML. HotelsPro will not bear responsibility in case of different timeout period on Agency's side.

If, in the reasonable opinion of HotelsPro, any aspect of the Agency's API Software or use of HotelsPro.com does not comply with the Specification or is otherwise significantly degrading the performance of or damages the API or HotelsPro.com, HotelsPro shall be entitled to terminate this Agreement or to suspend Agency's use of HotelsPro.com

HotelsPro shall monitor all Product bookings made by Agency's end customers. If in any calendar month Agency exceeds the Search to Bookings Ratio, then HotelsPro shall notify Agency and the parties shall discuss ways to reduce Agency's Search to Bookings Ratio. If

Agency continues to exceed the Search to Bookings Ratio in the calendar month which begins one month after first notification by HotelsPro, HotelsPro shall have the right to terminate this Agreement or to suspend Agency's use of the HotelsPro.com.

Where Agency has displayed HotelsPro's Product Content on Agency Websites as the result of a Product search, any subsequent booking of such Product must be placed through HotelsPro and not with other suppliers of Product. HotelsPro shall have the right to terminate this Agreement or to suspend Agency's use of the HotelsPro.com in the event of breach of this clause.

Agency shall update its static data using HotelsPro interface. Agency shall ensure that such update will only run requests when a response for a previous request has been received.

Agency shall update static data using HotelsPro interface minimum once a month in order to get the most updated content and inventory. HotelsPro shall not be responsible for any issues arising because of outdated content.

Agency warrants and undertakes that it will procure compliance of Agency's obligations under this Agreement by its employees, contractors and other third parties who have access to the Product Content, and **HotelsPro.com**. Agency shall indemnify HotelsPro for any loss or damage suffered by HotelsPro caused by either the infringement of Intellectual Property Rights in the Product Content or API, or unauthorised access to the **HotelsPro.com**.

HotelsPro has taken reasonable care to ensure Product Content is correct. Agency acknowledges that Product Content is made available to HotelsPro by third party suppliers. All Product Content is prepared in good faith but Agency acknowledges that HotelsPro cannot check the accuracy of all information provided by third party suppliers. Agency acknowledges that Product Content is subject to amendment at any time without notice. HotelsPro has no direct control over the third party suppliers of Product and will not be liable in the event that any advertised services or facilities are changed or withdrawn.

HOTELSPRO DMCC

[Name of Agency]

By: [name of Auth. Rep.]

Jinyan Li



[Sign.]

Date:



APPENDIX D -
BANK ACCOUNT DETAILS

EUR Only:

Account Holder: Hotelspro DMCC
Bank Name: CITIBANK N.A.
Branch Name: Dubai
Branch Address: Oud Metha Road, Dubai, United Arab Emirates
Bank / Branch Swift Code: CITIAEAD
Account Number: 0202408036
IBAN Number: AE540211000000202408036

USD Only:

Account Holder: Hotelspro DMCC
Bank Name: CITIBANK N.A.

Branch Name: Dubai
Branch Address: Oud Metha Road, Dubai, United Arab Emirates
Bank / Branch Swift Code: CITIAEAD
Account Number: 0202408028
IBAN Number: AE760211000000202408028

GBP Only:

Account Holder: Hotelspro DMCC
Bank Name: CITIBANK N.A.
Branch Name: Dubai
Branch Address: Oud Metha Road, Dubai, United Arab Emirates
Bank / Branch Swift Code: CITIAEAD
Account Number: 0202408044
IBAN Number: AE320211000000202408044

AED Only:

Account Holder: Hotelspro DMCC
Bank Name: CITIBANK N.A.
Branch Name: Dubai
Branch Address: Oud Metha Road, Dubai, United Arab Emirates
Bank / Branch Swift Code: CITIAEAD
Account Number: 0202408001
IBAN Number: AE290211000000202408001

