

Rotana Hotel Management Corporation PJSC

P.O. Box 95100, Abu Dhabi

United Arab Emirates

www.rotanatravelagents.com

Rotana Wholesale Dynamic Booking Program

Digital Terms and Conditions

This Rotana Wholesale Dynamic Booking Program Agreement (the "Agreement") sets forth the terms and conditions of participation in Rotana Hotel Management Corporation (the "Client") Wholesale Booking Program and is effective as of the date that Rotana Hotel Management Corporation advises that the application submitted by a wholesaler (the "Booker," "you," or "your employer") has been accepted and a user account has been activated for the Booker. Any participation in this service will constitute acceptance of this agreement.

Rotana Hotel Management Corporation PJSC (RHMC), a limited liability company incorporated and registered in Abu Dhabi, United Arab Emirates holding a commercial license number CN-1001648 whose principal place of business is at P.O.Box 95100, Abu Dhabi, UAE (the "Client")

1. Applicability of Agreement

A. The Rotana Hotel Management Corporation Wholesaler Booking Program provides qualified wholesalers with a user account that provides access to Dynamic Rates at Participating RHMC Hotels. Account holders have access to Dynamic Rates via RHMC's online booking portal: www.rotanatravelagents.com

B. To qualify, the booker must be primarily engaged in the business of offering packaged travel products and services directly (or indirectly exclusively through offline travel agents) to Guests and not to a registered offline and/or online travel agent or travel agency.

2. Definitions

The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).

A. "Best Available Rate" means, with respect to any guest room at a Participating Hotel, the published room rate for such guest room type made available to the general public at the time of booking on any website operated by or on behalf of RHMC (but not including any of the following: promotional rates made available only through channels owned or operated by or on behalf of RHMC; rates, promotions or other benefits offered to members of a RHMC or Participating Hotel loyalty program; specially negotiated rates; corporate rates; group rates; and rates that require qualified proof of membership in a specific third-party Booker or organization, such as AAA, Senior Citizen rates and government rates).

The Best Available Rate is a real-time, Yieldable rate set at the discretion of each of the Participating Hotels, is subject to change by each of the Participating Hotels and varies with supply and demand.

B. "Channels" means, collectively, any mechanism (e.g., websites, xml feeds or call center), through which Booker markets Dynamic Packages directly to Guests (for avoidance of doubt excluding online distribution channels operated by Rotana).

C. "Dynamic Package" means two (2) or more substantial travel-related components (such as air, hotel, cruise and car), each of material value when compared to the other parts of the bundle, made available to Guests for bundled booking in a manner in which the applicable Dynamic Rate will be opaque and will at no time be visible, apparent, discernible or known to Guests.

D. "Dynamic Rate" means individually and collectively any room rate made available to Booker via www.rotanatravelagents.com. Dynamic Rates are "real-time", Yieldable at the discretion of the Participating Hotels, subject to change by the Participating Hotels, vary with supply and demand, and shall be made known and available to and accessed by Booker only via www.rotanatravelagents.com.

E. "Guest(s)" means the end user who books a stay in a Room that was reserved directly or indirectly through the Room information provided to the end user by Booker.

F. "Guest Information" means a Guest's first and last name, address, phone number and other personal data.

Participating Property means any Rotana hotel (franchised or managed) making hotel room Accommodation available for the application on the present Agreement

G. "Room(s)" means any guest room at a Participating Hotel made available to Booker for booking by Guests at a rate set by the Participating Hotel, in accordance with the terms of this Agreement for the purpose of being booked by Guests as part of a Dynamic Package.

H. "Standard Room Charge" means the Dynamic Rate, plus any applicable Taxes levied directly on the booking of the Room and any other mandatory charges. No Standard Room Charge shall include any incidental charges such as, without limitation, charges for resort fees, an extra person, extra bed, breakfast, mini-bar, room service, movies, internet access, telephone, or health club use. Participating Hotels may impose such incidental charges on Guests as appropriate.

I. "Taxes" means, sales, use, excise, VAT, GST, lodging, rental, occupancy, transient, or other taxes or governmental fees imposed on the sale, booking or rental of hotel room accommodations or other transactions and on any amounts received pursuant to this Agreement.

J. "Yieldable" means that Room availability will vary with supply and demand and that a Participating Hotel is not obligated to provide any minimum number of available Rooms on any date.

K. Intellectual Property Rights: patents, rights to Inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

L. VAT: means the Value Added Tax as imposed by the VAT Law.

M. VAT Law: means the UAE Federal Decree-Law No. (8) of 2017 as amended or supplemented from time to time and any replacement thereto.

N. Valid Tax Invoice: means a VAT invoice that meets all of the requirements of the VAT Law.

O. Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the booker or their employer in connection with the provision of the Services.

3. Username ID Assignment, Security and Renewal

A. Upon review, qualification and acceptance of the RHMC Wholesale Program Application found at www.rotanatravelagents.com, RHMC will issue you a non-transferable, non-assignable Username ID, terminable in RHMC's discretion. You must be logged into your user account for all individual bookings for you to receive access to Dynamic Rates and credit toward annualized production requirements. RHMC has no other means to identify you without your Username ID, and RHMC and the Participating Hotels are not responsible in any way for bookings that are not associated with your Username ID. Subject to the foregoing, your Username ID will be attached to any booking made via RHMC's online booking portal: www.rotanatravelagents.com.

B. Booker will not and will not permit any Channels to share Booker's Username IDs and passwords with any person or entity other than the Booker.

C. Booker is wholly responsible for the security of the Username ID and Password and any additional sub users and sub usernames and passwords. In the event of any security breach, Booker must change all passwords immediately and must notify agents@rotana.com immediately. Booker bears full, direct, joint and several liability and responsibility for all bookings, actions and omissions made under Booker Username IDs.

D. Your enrolment in the RHMC Wholesale Program may be re-authorized by RHMC annually. Renewal is conditional upon, among other things: (i) your acceptance and adherence to the then-current version of the Rotana Hotel Management Corporation Wholesale Program terms and conditions; and (ii) annual or annualized production of an agreed upon number of room nights.

4. Rooms Rate Plans

A. In consideration for Booker's services as set forth in this Agreement, RHMC and/or Participating Hotels shall make Rooms available to Booker pursuant to the terms provided in this Agreement.

B. Booker may make Rooms available to Guests using only the Dynamic Rates received from RHMC under this Agreement and not rates from any third party or other distribution channel.

C. Each Participating Hotel shall have sole and absolute discretion to determine the availability of Rooms.

D. Booker shall make the Rooms available only to Guests who are booking transient leisure travel. Booker shall not provide Room information on any Channels directed to business travel or group travel for more than 5 Rooms, different policies and additional supplements will apply. For the avoidance of doubt, if it is determined by RHMC that Booker is facilitating bookings by or providing Room information available to business travellers or persons attending group or convention events scheduled at a Participating Hotel, Booker will be in material breach of this Agreement which, without limiting any of RHMC's other rights, shall entitle RHMC to terminate this Agreement on behalf of some or all Participating Hotels or to terminate eligibility of such Channels to participate in this Agreement. Any Rooms booked at a Participating Hotel in violation of this Section will be cancelled without any refund or liability of the Participating Hotel or RHMC. Group bookings is not allowed on the RHMC wholesale program www.rotanatravelagents.com.

E. Booker can only provide Room and rate information directly (or indirectly exclusively through an offline travel agent) to a Guest as part of a Dynamic Package for booking by Guests. Room and rate information cannot be passed to any other channel for republication, redistribution or resale, whether packaged or unpackaged. Booker shall ensure that Room information is not provided on any Channels as room only or unpackaged, including without limitation via offline or online (e.g., internet based) channels or any other interactive or electronic channels (e.g., meta search sites such as google, kayak, Tripadvisor..., online travel agencies (OTAs), offline travel agents/agencies, opaque sites, group buying, loyalty or points redemption programs, flash sales, social commerce and daily deals sites and applications).

F. Booker shall ensure that Room information is not provided on its Channels through any global distribution system (GDS) (i.e., any subscriber-based booking or content distribution system).

G. Booker must not make any false, misleading, or deceptive claims that it offers specially discounted rates on Participating Hotels' Rooms, or advertise that it has the lowest price available, substantial discounts, online exclusive rates, exclusive savings, coupon discount, or comparable statements for Rooms.

H. Within 24 hours of identifying an Exception (defined below) or of being notified by RHMC or the Participating Hotel of an Exception, and while Booker works to resolve the Exception, Booker shall immediately suspend further access to any Rooms by the Channel involved in the Exception until it is resolved. RHMC and/or the Participating Hotel may immediately suspend Booker access to the Rotana Hotel Management Corporation Wholesale Program and/or any rate plan at the time any Exception is identified, and Booker notified. If the Exception remains unresolved after 2 days of notification, or is not resolved to RHMC's satisfaction within the time period, in addition to any other rights under this Agreement, RHMC shall be entitled to treat this as a material breach of this Agreement which, without limiting any of RHMC's other rights, shall entitle RHMC to terminate this Agreement on behalf of some or all Participating Hotels or to terminate participation of such Channel(s) in this Agreement.

I. For purposes of this Section, "Exception" shall mean if any of the following are applicable to any of Booker's Channels: (i) the Channel is facilitating or permitting bookings, or has control over an entity that is facilitating or permitting bookings, of the Participating Hotels' Rooms in a manner that is inconsistent with the terms of this Agreement; (ii) the Channel is, in the opinion of RHMC, detrimental to RHMC's brand or image, including but not limited to displaying any information, images or content which RHMC believes violates any intellectual property rights or is defamatory, or libellous, lewd, pornographic, or obscene, or promote violence, or contain hate speech; (iii) the Channel conducts business in a manner that is inconsistent with RHMC's business model (e.g., such Channel is a flash site or group buying site), offers Rooms in violation of the requirements of this Agreement or otherwise engages in practices that violate RHMC's official channel standards; (iv) the Channel engages in activities or practices that are the subject of a good faith dispute between such Channel and RHMC or the Participating Hotels with respect to the display of Rooms on such Channel, or use of intellectual property; and/or (v) the Channel disseminates Room information or facilitates Room bookings in violation of any terms in this Agreement.

Booker must not permit reservations to be made by any party other than them or authorized employees within Their company.

J. Booker is responsible for informing every Guest of each Participating Hotel's cancellation policy applicable to the Guest's booking and to remit all required payments to the Participating Hotel in the event of a no show if the room was not cancelled before the deadline set by the Participating Hotel.

5. Dynamic Rate

Booker will have access to the Dynamic Rate using their Username ID on the on line booking portal. Dynamic Rate are Net Rate calculated on the basis of the Best Available Rate (BAR) minus 18% deducted thereof, and such Net

Rate does not include the applicable service charge and/or any applicable tax. After deducting the 18% as mentioned above the final net rate that will be given to Booker will include all applicable taxes.

The parties agree that the Net Rate mentioned above should never be provided or disclosed directly or indirectly to Guest as this rate must go to Booker's network and packaged or marked up properly. The Net Rate should not in any way be lower than the rate provided online on the website of Rotana.

A. Room availability will vary with supply and demand, and Participating Hotels are not obligated to provide any minimum number of available rooms on any date.

B. For the avoidance of doubt, no commission shall be due or payable by RHMC or any Participating Hotel in connection with the booking or consumption of rooms hereunder.

6. Rate Rules

Booker shall have sole discretion in setting the price of the Dynamic Package; provided that Booker shall ensure that the price advertised and offered for the Dynamic Package to Guests by its Channels equals or exceeds the sum of the Best Available Rate and all applicable Taxes associated with the particular Room booking.

A. Participating Hotels shall determine what, if any, restrictions on rates for Rooms and other conditions, including (without limitation), cancellation terms and fees, minimum stay requirements or mandatory charges (e.g., resort fees) (collectively "Rate Rules") will apply to their Rooms. Every Room rate is subject to its associated Rate Rules and no rate may be advertised or displayed un-associated with its accompanied Rate Rules. Booker shall cause all Channels to provide notice to Guests of the Rate Rules applicable to the Room rate both prior to any booking and in any confirmation, communications delivered to Guests as a result of a booking. Participating Hotels shall honor any Rate Rules provided by the Participating Hotel and prominently displayed by the Channel to the Guest prior to the time of booking. In the event RHMC or a Participating Hotel inadvertently posts an erroneous rate, whether due to human error, incorrect currency, system malfunction, or the like, RHMC and the Participating Hotel shall determine whether or not to honor the rate in the same manner it would if the erroneous rate were posted on a RHMC internal channel in accordance with RHMC's applicable policies.

7. Rate Confidentiality

All Dynamic Rates are rate confidential. Booker shall ensure that the applicable Dynamic Rates are not disclosed to or discernible by Guests, verbally, or in writing, or in any in-room electronic information systems and that the discounts provided by or to Booker for each element in any Dynamic Package cannot be readily reversed engineered.

8. Connectivity

A. For all Participating Properties, RHMC's online booking portal www.rotanatravelagents.com powered by iWTX will connect to Pegasus via XML link Interface between both systems to enable the automated and centralized exchange of inventory and reservation data, queries and responses. Availability and Room Rate from Pegasus will be pushed via Derbysoft to RHMC's online booking portal www.rotanatravelagents.com powered by iWTX.

9. Best Rate Guaranteed

Rotana promises that the rate offered on its direct channels will be the best available anywhere, therefore the Booker will not sell or distribute any discounted rates which are lower than the rates offered on Rotana direct channels.

10. Rate Parity Value

The Booker will respect the rate parity and will be committed not to sell or distribute any discounted rate that is lower than the rates offered on Rotana direct channels.

11. Payment

The terms in this Section apply to any Guest bookings of the Rooms through Booker's Channels.

A. Rotana agrees to provide The Booker with the Net Rate calculated based on the Best Available Rate (BAR) minus 18% deducted thereof, and such Net Rate does not include the applicable service charge and/or any applicable tax. After deducting the 18% as mentioned above the final net rate that will be given to The Booker will include all applicable taxes.

B. The parties agree that the Net Rate mentioned above should never be provided directly or indirectly to Guest as this rate must go to The Booker's network and packaged or marked up properly. The Net Rate should not in any way be lower than the rate provided online on the website of Rotana.

C. For the avoidance of any doubt, if breakfast is included in the booked and confirmed rate, the Participating Property pays commission for accommodation and breakfast. If breakfast is not included in the booked and confirmed rate, the Participating Property pays commission only for accommodation. No commission is paid on services or meals arranged for booked directly with the Participating Property by the Guest.

D. Payment will be done via Virtual Credit Card upon check in or on the booking day if the policy is non-refundable; Participating Properties will receive a copy of the Virtual Credit Card upon confirmation; however, payment is to be debited upon check in of the Guest.

G. Payment solution is powered by iOLPay, for any payment related issues please contact the below.

- support@iolpay.com - for all queries around iOL Pay system & transactions.
- payouts@iolpay.com - for all queries around iOL Pay payouts to hotels

12. Taxes and Fees

A. Through Pegasus, Rotana shall make available to The Booker, the Participating Property Data, including but not limited to all information related to Local Charges and service charge, and excluding Incidental Charges to be borne by Guest (as detailed above). Rotana agrees that the Participating Properties shall be solely responsible for charging and collecting all Incidental Charges incurred by Guests during their stay at the Participating Property as a result of bookings through The agent, and any other taxes the existence or amount of which is not notified to The Booker at the time of booking.

B. Participating Property shall be solely responsible for the calculation, collection, and payment of any and all taxes and/or other obligations associated with each completed stay at a Participating Property and/or receipt of payment from The Booker.

13. Cancellations and No-Shows

Booked reservations may only be cancelled directly by Booker on the platform www.rotanatravelagents.com for the Participating Hotel. Cancellation policies apply to all reservations and will be available to Booker for review prior to making a reservation at the applicable Participating Hotel.

14. Extended Stays

Guests who wish to extend their stay at a Participating Hotel will be able to book rates directly with and pay the Participating Hotel. The participating hotel has no obligation to involve the Booker and will not be due any fees/commissions or remittances in regard to the extended room nights, and all fees and charges relating to such extended stay will be paid directly by the Guest.

15. Failure to Comply with Terms and Conditions and Termination Policies

RHMC reserves the right to suspend or cancel your participation in the Rotana Hotel Management Corporation Wholesale Program, including the online booking portal, at any time with immediate notice. Notification will include, but not be limited to messaging on the booking portal and / or any applicable means of communication fax, email and etc.

A. Compliance with the terms and conditions of this Agreement is a mandatory prerequisite and continuing condition for utilizing any RHMC-issued Username ID to gain access to Dynamic Rates and using those rates to make Guest reservations for Rooms on behalf of Participating Hotels. Any violation of this Agreement may result in any or all of the following:

a. Your suspension or termination from participation in the Rotana Hotel Management Corporation Wholesale Program (and this Agreement);

b. Termination of any other agreements you may have with RHMC or individual Participating Hotels;

c. RHMC's and/or individual Participating Hotels' refusal to honor Guest reservations booked through your organization.

B. RHMC may terminate the agreement with immediate effect without notice and without any liability if at any time:

a. The booker or his employer commits any Material Breach of this agreement which in the opinion of the RHMC may affect the Business of the participating hotel or any group company.

b. The booker or his employer commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of RHMC;

c. The Booker or his employer are declared bankrupt, insolvent or makes any arrangement with or for the benefit of its creditors.

d. The Booker or their employer passes a resolution for its winding up, enters into an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the booker or his employer

e. The Booker or his employer commits any fraud or dishonesty or acts in any manner which in the opinion of RHMC (the "Client") brings or is likely to bring the employer, the booker or the Client or any Group Company into disrepute or is materially adverse to the interests of the Client or any Group Company;

f. The booker or his employer commits any Material Breach of the Client's policies and procedures communicated to the booker or his employer which in the opinion of the Client may affect the Business of the Client or any Group Company; or the booker or their employer during the performance of the Services commits any offence involving bribery and corruption under the applicable law.

17. Walked Guests

Participating Hotels can “walk or book-out” Guests in case of sold-out situation. With respect to Participating Hotels it is its standard practice when “walking” a Guest, to refer the Guest to a comparable sister hotel in the area.

18. Trademarks/Tradenames/Fees and Expenses

The Channels’ right to use RHMC Marks and RHMC Content is set forth at www.rotanatravelagents.com under link entitled “Terms and Conditions”, as it may be changed, or supplemented by RHMC from time to time (collectively, the “Terms and Conditions”), all of the terms of which are incorporated herein by this reference and binding upon Booker and the Channels as if set forth herein. Initial capitalized terms used but not defined herein shall have the meanings given such terms in the Terms and Conditions.

A. Booker will support RHMC’s enforcement activity relating to the Terms and Conditions against any of Booker’s Affiliates and all Channels.

B. Booker shall be responsible for its own costs and expenses in connection with the performance of its obligations hereunder, including but not limited to costs and expenses of technical integration and support.

19. Data, Indemnification and Confidentiality

Each party acts as an independent controller with respect to its processing of personal data in connection with this Agreement. Each party will comply with its respective obligations under applicable data protection laws with respect to its processing of such personal data. To the extent that either party provides personal data to the other party pursuant to this Agreement, the party supplying the personal data confirms that it has consent or another legal basis to provide the personal data to the receiving party and for the receiving party to process the personal data consistent with this Agreement, and in accordance with its applicable privacy policy. For clarity, nothing in this Agreement limits a party’s ability to use an individual’s personal data to the extent directed by, consented to or requested by such individual.

A. Additional indemnification and confidentiality provisions are set forth at www.rotanatravelagents.com and linked pages, including but not limited to the Terms and Conditions, all of the terms of which are incorporated herein by this reference and binding upon Booker and the Channels as if set forth herein.

20. Representations and Warranties

Each party here to represents and warrants that it has the right, power and authority to enter into this Agreement and to perform all of its obligations hereunder.

21. Exclusion of Certain Warranties and Liabilities.

SO AS LONG BOOKER REMAINS AUTHORIZED TO PARTICIPATE UNDER THIS AGREEMENT, BOOKER SHALL USE COMMERCIALY REASONABLE EFFORTS TO MAINTAIN THE AVAILABILITY OF ITS CHANNELS. EACH PARTY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND UNINTERRUPTED

SERVICE. EXCEPT FOR THE TRADEMARK/TRADENAMES AND LICENSE OBLIGATIONS ESTABLISHED HEREIN AND THE INDEMNIFICATION OBLIGATIONS ESTABLISHED HEREIN AND IN THE TERMS AND CONDITIONS, INCLUDING THE CONFIDENTIALITY OBLIGATIONS THEREIN, IN NO EVENT WILL EITHER PARTY OR ANY PARTICIPATING HOTEL BE LIABLE FOR ANY UNFORESEEABLE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES FROM ANY SUBJECT MATTER OF ANY KIND WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FOR FRAUDULENT MISREPRESENTATION.

22. Force Majeure

A. This Agreement shall be suspended during the period and to the extent of such period that any party to this Agreement is prevented or hindered from complying with its obligations under any part of this Agreement, by any cause beyond such party's reasonable control including but not restricted to strikes, war, civil disorder, and natural disasters.

B. If such period of suspension exceeds 30 days, then any Party shall upon giving written notice to the other Party, request the termination of this Agreement. Thereafter, the Parties need to agree in writing on the termination and the settlement of any pending dues to each other and to third party/ies.

23. Waiver of Jury Trial

EACH PARTY HERETO HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

24. English Language

This Agreement has been written and executed in the English language. Any translation into any other language is for convenience only, will not be an official version thereof, and in the event of any conflict in interpretation between this English version and such translation, only this English version will control.

25. Waiver

A. No relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of this Agreement or the granting of time by either party to the other shall prejudice, affect, or restrict the rights and powers of that party under the Agreement, neither shall any waiver by either party of any breach of Agreement operate as a waiver of any subsequent or continuing breach of Agreement.

B. Any waiver of a party's rights, powers, or remedies under the Agreement must be in writing, dated and signed by an unauthorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

C. The waiver by either party for a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach, unless the context specifies otherwise.

26. Entire Agreement

A. This Agreement, together with other writings signed by the parties expressly stated to be supplemental hereto and together with any instruments to be executed and delivered pursuant to this Agreement, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, discussions, representations, and understandings, whether oral or written, with respect to the subject matter therein.

B. The parties confirm that the whole of their negotiations and intentions have been included herein within the context of this Agreement which clearly expresses the requirements of the parties, and there are no warranties, representations or other matters relied upon by the parties causing his signature hereto which have not been satisfied herein.

27. Guest Information

A. Booker and Participating Hotel will comply with all applicable laws regarding the collection, transfer, storage, use and sharing of Guest Information.

28. Compliance with Law

Booker agrees to perform its obligations under this Agreement in compliance with its privacy policy and all applicable federal, state and local laws governing this Agreement.

A. Completing the Rotana Hotel Management Corporation Wholesale Program Application and/or making a Guest reservation for any Rooms using Dynamic Rates constitutes acknowledgement of the terms and conditions provided in this Agreement and agreement by you to abide and be bound by them as they may change from time to time.

29. Collateral Request

Brochures, photos and other detailed information for use in Guest bookings of Dynamic Packages on Channels may be made available to Booker by request from the individual Participating Hotels, subject to continuing compliance with the Terms and Conditions. Logos cannot be used without proper authorization from the Participating Hotel or authorized RHMC contact.

30. Counterparts

This agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

31. Governing law and jurisdiction

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws in force in the Emirate of Abu Dhabi, United Arab Emirates.

A. The parties irrevocably agree that the courts of Abu Dhabi shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

32. Miscellaneous

A. Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned, pledged, delegated or otherwise transferred, in whole or in part, by Booker, without the prior written consent of RHMC.

B. Relationship of Parties. Neither this Agreement nor the cooperation of the parties contemplated hereunder shall be deemed or construed to create any partnership or joint venture between the parties.

C. Public Communications. Booker shall not make or issue any public statement or announcement regarding the existence or the content of this Agreement, without the prior written consent of RHMC.

D. Severability. If a term or provision of this Agreement or the application thereof to any person, property or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons, properties and circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

. Survival. The obligations of the parties under this Agreement that by their nature would continue beyond expiration, termination or cancellation of this Agreement shall survive any such expiration, termination or cancellation.

I have read and agree to all the above Terms & conditions, and I digitally sign this agreement by using the portal