



Part 1: Hotel Supplier Agreement

PARTIES TO THIS AGREEMENT

Reference in Agreement	We, HotelTravel.com, The Website(s)
Trade Name	HotelTravel.com /makemytrip.com/.in/.ca/.sg
Legal Name	Hotel Travel Ltd. which includes its affiliates and subsidiaries.
Registered Address	Unit 3 (L), Main Office Tower, Financial Park Labuan, 87000 Labuan F.T., Malaysia
Mailing Address	27/180 Moo 8, Chok Thip Villa, Chaofa Road, Chalong, Muang, Phuket 83100, Thailand

Reference in Agreement	You, The Hotel, The Property		
Trade Name			
Legal Name			
Registered Address			
Mailing Address			
Connectivity Method (tick one)	<input type="checkbox"/> HotelTravel.com's Dynamic Rates Management System (DRMS Extranet) <input type="checkbox"/> Pegasus <input type="checkbox"/> Trust <input type="checkbox"/> DerbySoft <input type="checkbox"/> Synxis (Sabre) <input type="checkbox"/> Other (please specify) _____		
Channel Manager (optional, tick one)	<input type="checkbox"/> AxisRooms <input type="checkbox"/> BBliverate <input type="checkbox"/> Blastness <input type="checkbox"/> DirectWithHotels <input type="checkbox"/> eZee Technosys <input type="checkbox"/> Ezyield/TravelClick <input type="checkbox"/> FastBooking	<input type="checkbox"/> HDN Global <input type="checkbox"/> Parity Rate <input type="checkbox"/> Rate Tiger <input type="checkbox"/> RezGain <input type="checkbox"/> REVPAR GURU <input type="checkbox"/> SiteMinder <input type="checkbox"/> STAAH	<input type="checkbox"/> VerticalBooking <input type="checkbox"/> Vivido <input type="checkbox"/> Update247 <input type="checkbox"/> XYZT <input type="checkbox"/> Other (please specify) _____
Initial Commission % (minimum 15%)	_____% (Commission is based on the rates Including tax and service charge)		

Signed on behalf of Hotel Travel Ltd:

Signed on behalf of the Hotel:

Printed Name
Neil D'souza

Printed Name

Title
Chief Operations Officer

Title

Date

Date



Part 2: General Distribution Agreement: Net Internet Rates

PARTIES TO THIS AGREEMENT

Reference in Agreement	We, HotelTravel.com, The Website(s)
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Registered Address	Unit 3 (L), Main Office Tower, Financial Park Labuan, 87000 Labuan F.T., Malaysia
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Reference in Agreement	You, The Hotel, The Property
Trade Name	
Legal Name	
Registered Address	
Mailing Address	

HOTELTRAVEL.COM SERVICES

1. WORLDWIDE DISTRIBUTION: HotelTravel.com will distribute your hotel rates, availability, and other information as supplied by you in the appropriate format (and subject to approval) via HotelTravel.com and its direct partner websites for the purpose of driving reservations to your property.

2. DYNAMIC RATES MANAGEMENT SYSTEM (DRMS Extranet): HotelTravel.com will provide you with access to our extranet system, the DRMS, for maintaining your rates, inventory, promotions, etc., conveniently online. The Hotel shall ensure that their log-in details for the DRMS are kept strictly confidential at all times and shall not be provided to any other party.

3. TRANSLATIONS: HotelTravel.com may edit and translate your information into other languages. Information provided by you shall remain the exclusive property of the Hotel. Any editing and subsequent translation(s) of this information is the exclusive property of HotelTravel.com. This edited and translated content is for the exclusive use of HotelTravel.com and shall not be used in any manner by the Hotel via any other means of distribution or any sales/marketing channel.

OPERATIONAL DETAILS

1). **UPDATING RATES AND INVENTORY**

1A. Dynamic Rates Management System (DRMS): The Hotel is responsible for maintaining the Dynamic Rates Management System on a daily basis and for ensuring all rate and inventory information is correct, up-to-date and offers the minimum agreed-upon availability for all room types and rate plans as stipulated in the "Hotel Agreement" section of this document. HotelTravel.com cannot accept responsibility to the guest for any overbookings or other incorrect bookings which result from the DRMS not being updated properly.

1B. Other Delivery Systems: If the Hotel is connected to HotelTravel.com via any other delivery system - including, but not limited to Pegasus, EZYield, etc. - it is also responsible for ensuring that all rate and inventory information is correct and updated. HotelTravel.com cannot accept responsibility for any overbookings or other incorrect bookings which result from information that has not been updated properly. If the information provided via any delivery system is incorrect or misleading, the hotel agrees to indemnify HotelTravel.com against all loss, liability or costs incurred by us as a result.

1C. Guaranteed Room: In the event than an overbooking or incorrect booking arises by your failure to comply with the above, you shall find the guest alternative accommodation of equal or better standard than, and a reasonable distance from your property, provide complimentary transport to and from the alternative accommodation, and provide full Commission on that booking.

Hotel's Signature: _____



1D. Rate Details / Cancellation and No-Show Policies: Rate information that is to be provided by the Hotel to HotelTravel.com via the DRMS (or EZYield/Pegasus) shall include ALL applicable taxes and service charges. In the event that the Hotel is using another delivery system (e.g., Pegasus, etc.) the Hotel shall ensure that either all rates are inclusive of tax and service charge OR clearly state what the applicable taxes and service charges are for the booking. Also, the Hotel must clearly identify where this information resides in the electronic response. The information must be clear and unambiguous to the guest. This also applies to the Hotel's cancellation and no-show policies, which must be spelled out very clearly in unabbreviated English.

2). MAINTAINING RATE, AVAILABILITY, AND SUPPLY PARITY

2A. Rate Parity: The Hotel will ensure that the selling rates as provided by you to HotelTravel.com through any manner represent the best available prices for the room such that a lesser price may not be obtained by booking directly with you or via another party or via another medium.

2B. Availability Parity: The Hotel shall provide HotelTravel.com with such availability (i.e., rooms available for booking on our website) that is at least as favorable as those provided to any competitor of HotelTravel.com.

2C. Supply Parity: The Hotel will ensure that the supply provided to HotelTravel.com represents all room types and rate plans as are available for sale on any other online or offline medium. This guarantee also applies to last minute bookings.

3). HOTEL INFORMATION: The Hotel shall provide information to HotelTravel.com for inclusion on the website(s). This information may include unique hotel descriptions, images, videos, room details / facilities, etc. and must comply with formats established by HotelTravel.com. The information shall not include any telephone or fax numbers, or email, or Skype addresses, or any social media links with direct references to the Hotel or its website(s), or to the websites of third parties. The hotel further acknowledges that it is solely responsible for all information published on the HotelTravel.com website as being true and accurate. The hotel is also responsible for making sure information is current and must provide timely updates regarding any changes to the property (including renovations or upgrading of facilities). HotelTravel.com assumes no responsibility if inaccurate data is supplied by a hotel that results in customer complaints, cancellations or possible refunds as required. HotelsTravel.com reserves the right to edit or exclude any information that is in violation of the terms and conditions of this agreement.

4). RESERVATIONS

4A. Contractual Obligation: Upon making a reservation through HotelTravel.com, a direct contract (and therefore a legal obligation) is created solely between the Hotel and the guest. The Hotel is bound to accept a guest as a contractual party and to handle the online reservation in compliance with the Hotel information contained on the website(s) at the time the reservation was made. Complaints or claims in respect of the products or services offered by the Hotel are to be dealt with by the Hotel, without mediation or interference from HotelTravel.com. HotelTravel.com is not responsible for and disclaims any liability in respect to such claims from the guests. HotelTravel.com may choose at its discretion to offer customer support services to a guest in its communication with the Hotel.

4B. Guest-supplied Information/Credit Card Details: When a booking is made by a guest on the website(s), the Hotel shall receive all relevant information as supplied by the guest. HotelTravel.com is not responsible for the correctness and completeness of the information or the dates supplied by the guest.

Hotel's Signature: _____



4C. Guaranteed Lowest Rates Policy: In the event of a valid claim by a guest under HotelTravel.com's Guaranteed Lowest Rates policy, the hotel will be promptly notified of such claim and provided with all relevant details. The Hotel shall immediately adjust the rate(s) made available at the HotelTravel.com website(s) so that the lower rate is available for further bookings. Also, the Hotel shall immediately adjust the rate in the reservation made by the guest. Upon check-out of the guest, the Hotel shall offer the room for the lower rate and shall either settle the difference between the booked rate and the lower rate by charging the guest the lower rate or refund in cash to the guest the difference between the two rates.

4D. Direct Marketing to Guests: The Hotel may not under any circumstances specifically target guests that have been obtained by HotelTravel.com in either online or offline marketing promotions or solicited or unsolicited mail, for the purpose of encouraging bookings directly with the Hotel.

5). BUSINESS MODEL FOR NET RATE MODEL

Payment Method/Terms: The Hotel shall provide a Commission based on a percentage of the stayed room sales and 'other components' as mentioned by the Hotel on the websites. The 'other components' may comprise sales tax, service charge, breakfast, meals (half-board or full-board), extra beds, bicycle rental, theater tickets, etc. The payment due will be calculated on the rates advertised on the website, i.e. including other components less the agreed Commission percentage. HotelTravel.com will collect the payment from customers and pay the given net rates to the hotel on the departure date.

HotelTravel.com requires invoice to process the payment by bank transfer and PayPal.

The Hotel shall send the invoice by email or by post at the address below:

Email address: accounting@hoteltravel.com

Postal address: 27/180 Chok Thip Villa, Moo 8, ChaoFa Rd, Chalong, Muang, Phuket 83100, Thailand

The Hotel accepts the selected payment method below from HotelTravel.com.

Credit Card Payment: HotelTravel.com would provide the credit card with each reservation and the hotel could charge the payment from HotelsTravel's credit card on the departure date. If the payment is charged before the booking departure date or without providing charge details, HotelTravel.com reserves the right to dispute the charge from the credit card. The Hotel shall bear all costs as charged by the credit card company.

Bank Transfer Payment: The hotel will send the Invoice to HotelTravel.com on monthly basis and HotelTravel.com will make the payment by bank transfer to the bank account below within 14 business days after received the invoices from the Hotel. The Hotel shall bear all costs as charged by bank.

Bank Account Name :	
Address:	
Bank Account number:	
Bank Name:	
Branch:	
Address:	
Bank swift code:	

PayPal: The hotel will send the invoice to HotelTravel.com on monthly basis and HotelTravel.com will make the payment to PayPal Email Address below within 7 days after received the invoices from the Hotel. The Hotel shall bear all costs as charged by PayPal.

PayPal E-mail Address:	
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Hotel's Signature: _____



- 6). **RANKING FACTOR:** HotelTravel.com lists properties in preferential order on its website according to an automated algorithm factoring in the following criteria: total bookings, conversions (ratio of visitors to your page to reservations made), Commission percentage, cancellation ratio, payment history, and guest reviews. Commission percentage is heavily weighted in this algorithm.

- 7). **OPERATION**

- 7A. **Overbooking, Cancellations & No-Shows:** In the event that the Hotel is not able to meet its obligations to provide a room to a guest holding a confirmed booking due to overbooking, etc., the Hotel shall promptly inform HotelTravel.com. The Hotel will make its very best efforts to find the guest accommodation of equal or superior quality at the expense of the Hotel and to provide free transportation for the guest to that hotel. Commission shall be paid to HotelTravel.com on such bookings, as with any other bookings.

- 7B. **Disputes:** In the event of a dispute between HotelTravel.com and the Hotel (e.g., on the amount of the booking cost), any *undisputed* amount of the booking cost shall be paid in accordance with the terms of this agreement, regardless of the status or nature of the dispute.

- 8). **EMAIL AND ONLINE MARKETING:** The Hotel authorizes HotelTravel.com to promote your property using your name with respect to email or online marketing, including pay-per-click advertising. We may run these campaigns at our discretion and HotelTravel.com is responsible for all advertising costs of these campaigns.

- 9). **GUEST REVIEWS:** HotelTravel.com will solicit reviews of the Hotel from guests that have completed a stay at your property confirmed through HotelTravel.com and may publish these comments and scores on our website. We use our best efforts to monitor guest reviews with respect to certain criteria (ex., specific use of an employee's name) and we reserve the right to remove these reviews. HotelTravel.com will not enter into any discussion, negotiation or correspondence with the Hotel with respect to the content or consequences of the publication or distribution of the guest reviews. However, we will use all reasonable methods to procure the removal from the site(s) of any comments about your Hotel which have been posted that you can show by reasonable evidence that such comments are false and/or are not a genuine expression of that guest's opinion. The Hotel acknowledges that HotelTravel.com is the distributor and not the creators of such comments. All liability for the content of any such comments is excluded to the extent permitted by law.

- 10). **LIMITATION OF LIABILITY:** In no event shall either party be liable to the other for loss of goodwill, loss of profits, loss of use of date, interruption of business, cost of removal and reinstallation of goods or for any indirect, special incidental or consequential damages or other economic loss whether such damages or losses are alleged to have been caused by tortuous conduct or breach of contract or otherwise even if the other party has been advised of the possibility of such damages. Such damages shall include but shall not be limited to the cost of removal and reinstallation of goods, loss of goodwill, loss of profits, loss of use of data, interruption of business or other economic loss. The maximum liability on one party or the other in aggregate for all claims made against such other party in contract tort or otherwise under or in connection with this agreement shall not exceed fifty (50) percent of the first night room rate (if any) under this agreement in the twelve (12) calendar month period preceding such claim.

Hotel's Signature: _____

- 11). TERM AND TERMINATION:** This agreement shall be valid for one (1) year and shall be renewed automatically at the end of the period unless terminated by either party given thirty (30) days prior notice. Any existing reservations from HotelTravel.com at the time of termination shall be honored by you, and all agreements with respect to these reservations shall survive the termination of the agreement.
- 12). GENERAL**
- 12A. Entire Agreement:** This General Services Agreement and the Hotel Agreement constitute the only agreements between the Hotel and HotelTravel.com relating to the service.
- 12B. Confidentiality:** You acknowledge that the service contains confidential and highly sensitive material. You therefore agree to maintain in confidence any such confidential information and apply security measures no less stringent than the measures which you apply to protect your own like information, but not less than a reasonable degree of care, to prevent unauthorized disclosure and use of the confidential information – particularly with regard to the log-in details and other details regarding the Dynamic Rates Management System.
- 12C. Governing Law & Jurisdiction:** This Contract – the General Distribution Agreement and the Hotel Agreement combined – will be governed by and construed in accordance with the laws of Malaysia and the parties submit to the exclusive jurisdiction of Malaysia.

Signed on behalf of Hotel Travel Ltd:

Signed on behalf of the Hotel:



Printed Name
Neil D'souza

Printed Name

Title
Chief Operations Officer

Title

Date

Date