



TRAVEL SERVICES AGREEMENT

This Travel Services Agreement (the "Agreement") is made and entered into as of this ____ day of _____, 2025 (the "Effective Date") by and between:

(i) **WANDERBEDS TOURISM L.L.C.**, a company duly organized and existing under the laws of the United Arab Emirates, with its registered office located at Dubai, United Arab Emirates, and registered number 1430353 (hereinafter referred to as "Party A" or "Wanderbeds");

(ii) [CLIENT NAME], a company duly organized and existing under the laws of [jurisdiction], with a place of business at [address] (hereinafter referred to as "Party B" or the "CLIENT").

Wanderbeds and the CLIENT may individually be referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the CLIENT is a travel organizer that sells travel products and wishes to access Wanderbeds' systems to obtain services such as flight tickets, hotels, and other travel-related products ("Travel Services");

WHEREAS, Wanderbeds acts as an intermediary in the provision of travel services through its website B2B login portal and/or REST API (XML) integration;

NOW, THEREFORE, the Parties hereby agree as follows:

1. GRANT OF LICENSE AND USE OF SERVICES

1.1 Access to Wanderbeds Systems

Wanderbeds grants the CLIENT a non-exclusive, non-transferable license to access and use Wanderbeds' platform (including website B2B login portal and/or REST API (XML) integration) for the purpose of distributing Travel Services.

1.2 Utilization Rights

The CLIENT is authorized to use Wanderbeds' systems solely for providing Travel Services to its customers, in compliance with this Agreement.

1.3 Obligations of the CLIENT

The CLIENT agrees to provide clear, accurate, and up-to-date information regarding the following:

- What is included and excluded in the prices of the services;
- The consequences of a "no-show" by the final customer, and the cancellation and modification policies;
- Any taxes, resort fees, or other charges not included in the quoted prices that the customer may be required to pay directly to the service providers.

2. PRICING AND PAYMENT TERMS

2.1 Pricing Structure

Prices quoted on the Wanderbeds website B2B login portal and/or through REST API (XML) integration are net prices and exclude applicable taxes, including tourist taxes, local taxes, city taxes, or any future taxes. Additional resort fees charged by certain hotels must be paid directly by the customer to the hotel.

2.2 Confidentiality of Pricing

The CLIENT agrees that all pricing information provided by Wanderbeds is confidential and shall not be disclosed to third parties.

2.3 Payment Terms Payments and Wallet Policy

All payments due from the CLIENT must be made in full, without any deductions for bank transfer fees, currency conversion costs, or other related charges. Any unjustified deductions will be charged back to the CLIENT.

The CLIENT is solely responsible for ensuring that all payments are made on time via the wallet system. The wallet must be sufficiently funded automatically prior to the payment deadline. Failure to do so may result in additional charges, including cancellation fees, for which the CLIENT will be held fully responsible.

Each booking amount will be automatically deducted from the CLIENT's wallet according to the payment schedule. By using the service, the CLIENT agrees to ensure that the wallet is adequately funded before making any bookings

2.4 Deposit Bank Guarantee / Credit Line

The CLIENT agrees to maintain a deposit, bank guarantee, or credit line in accordance with the terms set by Wanderbeds. Non-refundable bookings will be deducted from the CLIENT's credit line at the time of booking,

Deposit Bank Guarantee / Credit Line	Notes	Currency
Deposit Amount		
Bank Guarantee Amount		
Manager check		

Credit line		
Payment Based on	Deadline - Check-in	
Payment Terms	[] weekly - [] Every two weeks	

3. CANCELLATION AND AMENDMENT POLICY

3.1 CLIENT Responsibility

In the event that the CLIENT cancels or amends any confirmed services, it shall comply with the cancellation and amendment policies as outlined by the service provider. The CLIENT must inform the final customer of these terms.

3.2 Liabilities

The CLIENT assumes full responsibility for the legal consequences of failure to comply with the cancellation and amendment terms, and shall indemnify Wanderbeds from any claims or liabilities resulting from such failure.

4. TERM AND TERMINATION

4.1 Term

This Agreement shall be effective for an initial term of three (3) years from the Effective Date.

4.2 Renewal

This Agreement will automatically renew for successive three-year terms unless either Party provides written notice of termination at least [30] days prior to the end of the current term.

4.3 Termination for Breach

Either Party may terminate this Agreement immediately if the other Party breaches any of its obligations and fails to remedy the breach within [30] days after receiving written notice of such breach.

4.4 Termination for Convenience

Wanderbeds may terminate this Agreement at any time without cause, provided that written notice is provided [30] days in advance.

5. FORCE MAJEURE

5.1 Exemption from Liability

Wanderbeds shall not be held liable for any failure or delay in performance of its obligations due to force majeure events, including but not limited to natural disasters,

strikes, civil unrest, pandemics, power or communication failures, or non-performance by third-party suppliers.

6. CONFIDENTIALITY AND DATA PROTECTION

6.1 Confidentiality Obligations

The CLIENT shall ensure that all parties (employees, customers, suppliers, etc.) involved in the execution of this Agreement maintain strict confidentiality regarding all proprietary and sensitive information exchanged between the Parties.

6.2 Data Protection Compliance

Both Parties shall comply with all applicable data protection and privacy laws, including the General Data Protection Regulation (GDPR), as well as any other relevant legislation. The CLIENT shall ensure that any personal data processed in connection with this Agreement is done in compliance with applicable laws and regulations.

6.3 Data Security

Wanderbeds does not store bank card information. All payments are securely processed, and customers may choose to store encrypted card details with certified B2B Partners (PCI DSS Level 1). All data transfers are protected by SSL 256-bit encryption, ensuring full compliance with Visa and MasterCard international security standards (PCI Compliance).

6.4 Confidentiality Duration

The confidentiality obligations shall remain in effect for [2] years after the termination of this Agreement.

7. PAYMENT METHODS AND FRAUD PROTECTION

7.1 Payment Methods

B2B Partners must prepay all reservations via wallet, bank transfer, or credit card. Payments must be received by Wanderbeds no later than the cancellation deadline for each reservation, and in advance of weekends and public holidays, if applicable.

7.2 Refunds and Chargebacks & REFUND POLICY FOR WALLET PAYMENTS

Refunds for cancellations will be credited to the **B2B Partner's credit card or wallet** for future bookings, as per the **travel agent's confirmation**.

✗ Chargebacks are not permitted for:

- Issued airline tickets

- Used bookings
- Non-refundable reservations

REFUND POLICY FOR WALLET PAYMENTS

All payments made by the CLIENT to the Wanderbeds wallet via bank transfer or credit card can be used for bookings until the respective payment deadlines.

Wallet funds remain available for future bookings as long as the CLIENT continues using Wanderbeds services.

Final Wallet Settlement & Refunds

If the CLIENT permanently discontinues the use of Wanderbeds services and all active bookings have been completed or canceled, Wanderbeds will issue a final financial wallet report.

After the termination of the agreement, and only in this case, the CLIENT may submit a formal invoice to request a refund of any remaining positive wallet balance.

Refund Process

Refunds will be processed via bank transfer or credited to the CLIENT's credit card, depending on the CLIENT's preference.

Chargebacks are not permitted for processed bookings or completed transactions.

7.3 Payment Deadline and Reservation Cancellations

If payment is not received before the deadline, Wanderbeds reserves the right to cancel the reservation. The CLIENT agrees to ensure timely payment to avoid cancellations.

7.4 Queries and differences (discrepancies). Any queries concerning statements or allocation of your payments should be referred to our accounts department within 5 days of receiving the statement of account in the back-office report, with valid reason and reference numbers, otherwise the statement of account deemed to have been accepted on elapsed of 5 Days.

8. DISPUTES AND ARBITRATION

8.1 Dispute Resolution

In the event of any dispute arising out of or in connection with this Agreement, the Parties agree to first attempt to resolve the matter through amicable negotiations in good faith.

If a resolution cannot be reached within a reasonable period, the Parties agree to

submit the dispute to arbitration administered by the **Dubai International Arbitration Centre (DIAC)** in **Dubai, United Arab Emirates**, in accordance with its applicable rules. If the CLIENT cannot be reached or does not cooperate through arbitration under UAE law, Wanderbeds reserves the right to pursue legal action in the CLIENT's country of registration.

8.2 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **United Arab Emirates**.

9. MISCELLANEOUS

9.1 Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions, negotiations, and agreements.

9.2 Amendments

Any amendments or modifications to this Agreement must be made in writing and signed by both Parties.

9.3 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

For **WANDERBEDS**:

For **[CLIENT NAME]**:

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

L.S.

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