



Service Provider Partnership Agreement

AMOR TRAVEL

Version 1.2

Parties

First Party — Travel Services Company

Company	AMOR TRAVEL L.L.C FZ
Trade licence / Incorporation no.	2538032
Address	Meydan Free Zone, Dubai, United Arab Emirates
Business activity	Travel Agency
Email	hello@amortravel.ae
Telephone	+971 56 507 8954

Second Party — Service Provider

Company / Establishment	
Trade licence no.	
Legal representative and title	
Official email	
Telephone / Mobile	
Registered address	
Tax registration no. (if any)	

Recitals

AMOR TRAVEL operates a tourism platform that brings service providers, their services and offers together through its website and app. The Second Party is an independent service provider responsible for delivering its listed services. This Agreement describes their platform collaboration and the terms applicable to confirmed bookings.

Article 1 — Definitions and Scope

1. First Party means AMOR TRAVEL L.L.C FZ; Second Party means the service provider identified in this Agreement; Customer means the end customer; Platform means the AMOR TRAVEL website, app and Companies Portal. Services include tours, transport, hotel reservations, events and tourism activities described in listings and booking confirmations.

2. Neither party guarantees a minimum volume of business unless a signed schedule states otherwise. Each written booking confirmation is a separate order governed by this Agreement and the relevant agreed schedules.

Article 2 — Term and Renewal

1. This Agreement starts on the date of the last signature and continues for one calendar year. It renews automatically for successive one-year terms unless either party notifies the other of non-renewal at least 30 days before the end of the current term.

Article 3 — First Party Obligations

1. Provide the Second Party with accurate booking information in good time and promptly communicate any material change upon becoming aware of it.
2. Disclose approved prices and booking, cancellation and refund terms before confirmation, and pay undisputed amounts under Article 6.
3. Maintain reasonable operational communication channels and cooperate in good faith to resolve service issues.

Article 4 — Second Party Obligations

1. Maintain all licences, permits and insurance required for the services and provide current evidence upon request.
2. Deliver services professionally, safely and on time through qualified personnel, remaining responsible for employees and subcontractors.
3. Provide accurate, non-misleading service information, pricing and availability, and immediately notify the First Party of any change affecting a booking or customer.
4. Do not market directly to the First Party's customers or use their data beyond performing a booking without prior written consent.
5. Comply with applicable UAE and Dubai laws, including health, safety and consumer-protection requirements.
6. Keep listing descriptions, prices, availability, inclusions, exclusions and cancellation terms accurate. Submit only photos, videos, logos and other material that the provider owns or is authorised to use, including required permissions for identifiable persons. Do not submit unlawful, misleading or infringing content.

7. Through the Companies Portal, the provider can enter company details, create or edit listings, upload photos and videos, save drafts and submit completed listings for AMOR review. Publication requires AMOR approval. Opening or downloading the Agreement is not a technical prerequisite to saving or submitting a listing. Review does not transfer responsibility for the provider's content or service to AMOR.

Article 5 — Bookings and Performance

1. A booking is binding only after written confirmation through an official email address or approved system stating the service, date, quantity, price and special terms.
2. If the Second Party cannot perform a confirmed service, it must promptly notify the First Party and propose an equivalent or better alternative at no extra cost. The alternative requires the First Party's approval and must respect the customer's applicable rights.
3. The attached Cancellation and Refund Policy and any additional schedules approved by both parties in writing apply. In a conflict, this Agreement prevails, followed by the booking confirmation and then the schedules, unless a later written agreement expressly identifies the provision amended, subject to the Customer's rights and terms disclosed before payment. The commission-change mechanism in Article 6 remains applicable.

Article 6 — Prices, Commission, Invoicing and Tax

1. Registration and listing are free. AMOR TRAVEL earns a 15% commission on the service value of a fulfilled, paid booking, excluding taxes and government fees. The same rate applies to the service value lawfully retained following a Customer's late cancellation or no-show under the disclosed cancellation policy; the provider is entitled to 85% of that retained service value. Refunded amounts are excluded from the commission basis. No commission is due merely for an enquiry or an unpaid or fully refunded booking. Taxes and government fees are handled under their applicable rules and are not part of the commission allocation basis.
2. The Customer pays for the booking through the payment methods available in the AMOR TRAVEL app. AMOR transfers the undisputed net amount due to the provider's approved bank account in one batch each week for bookings whose services have been performed and whose payments have been collected and made available for transfer by the payment service provider, after deducting the commission under this Article and accounting for refunds. Legally and tax-compliant invoices and evidence of performance must be provided where required. Transfers are initiated every Monday for bookings meeting the eligibility conditions by the end of the preceding Sunday, United Arab Emirates time. If Monday is a bank holiday, the transfer is initiated on the next banking business day. The initiation date is distinct from the date funds are credited to the provider's account, which depends on bank processing time. Bookings becoming eligible after the cut-off are included in the following weekly batch. The batch also includes the provider's net entitlement to retained late-cancellation or no-show amounts under paragraph 1 once the entitlement has arisen and the funds have been collected and made available for transfer by the cut-off; service performance is not required for these two cases.
3. Invoice disputes must be raised in writing within 10 business days with reasons. The undisputed portion remains payable, and the parties will seek to resolve the disputed portion within 15 business days.
4. VAT and other legally applicable taxes will be charged against a valid tax document. Each party bears taxes imposed on it by law.
5. AMOR TRAVEL may revise the commission with at least 30 days' written notice. The revised rate applies only to future bookings made after the notice period and never to confirmed bookings. The provider may continue at the revised rate or unpublish or remove its products and leave the platform without penalty. Existing confirmed bookings must remain governed by their agreed terms.

6. The weekly settlement statement identifies the included bookings, service value, taxes and government fees, commission, refunds and the net amount transferred. AMOR TRAVEL bears the electronic payment-processing fees charged by the payment service provider out of its 15% commission share. These fees must not be deducted from the provider's entitlement as an additional charge. Settlement and transfers to the provider are made in United Arab Emirates dirhams (AED). This clause does not alter the commission calculation basis stated above or authorise other unagreed deductions.

Article 7 — Cancellation, Refunds and No-Shows

1. The Cancellation and Refund Policy attached to this Agreement applies. The policy applicable to each service must be clearly displayed before payment and in the booking confirmation. No undisclosed fee may be charged, and cancellation terms for a confirmed booking may not be changed without the Customer's consent, subject to the Customer's legal rights.
2. Any refund due to the First Party must be paid within the timeframe specified in the agreed schedule, and no later than 14 business days after approval of the refund, unless an external provider requires a longer period that was disclosed in advance.
3. Where cancellation or failure is caused by the Second Party, it must refund unperformed services and bear reasonable documented replacement costs, subject to the liability limits below.

Article 8 — Service Quality and Complaints

1. The provider must deliver the service in accordance with the listing description, booking confirmation and applicable legal and safety requirements, and notify AMOR promptly upon becoming aware of any issue affecting performance. Both parties must cooperate in recording, investigating and resolving Customer complaints without undue delay. These obligations do not depend on a separate service-level schedule being attached.
2. The First Party may require a corrective-action plan for repeated complaints or service failures. Failure to implement the plan within the agreed period is a material breach.

Article 9 — Data Protection and Security

1. Each party will process personal data only to the extent necessary to perform the services, for the agreed purposes and in compliance with applicable UAE data-protection legislation.
2. Each party will maintain appropriate technical and organisational safeguards, restrict access to authorised personnel, and transfer or disclose data only on a lawful basis and with any consent required by applicable law.
3. A party discovering a security incident must notify the other without undue delay and within 24 hours of discovery, providing available details and remediation steps.
4. When the data is no longer needed or this Agreement ends, it must be securely returned or deleted unless retention is legally required. The parties will sign a separate data-processing addendum if the nature of the processing requires it.

Article 10 — Confidentiality and Intellectual Property

1. Each party will protect the other's commercial, technical and financial information and customer data, and disclose it only to personnel and advisers who need it and are under equivalent confidentiality duties, or as required by law.
2. Confidentiality continues for three years after termination; trade secrets and personal data remain protected for as long as the law requires.

3. Each party retains ownership of its trademarks, logos and content. By accepting this Agreement and submitting content for publication, the provider grants AMOR TRAVEL a non-exclusive licence to host, display, reproduce, resize and format that content solely to list, promote and facilitate bookings for the provider's services through the AMOR TRAVEL website, app and marketing channels. Edits must not materially misrepresent the service. New promotional use must cease after withdrawal of the listing or termination, except as needed for existing bookings, legal records or unavoidable technical backups.
4. The provider is responsible for obtaining the rights and consents necessary for its uploaded content. AMOR may request evidence, request corrections, or temporarily remove disputed or non-compliant content. No copyright ownership is transferred to AMOR.

Article 11 — Representations and Indemnity

1. Each party represents that it is duly established and licensed, its signatory is authorised, and performance does not breach another obligation.
2. The Second Party will indemnify the First Party against reasonable claims, losses and costs arising from its negligence, legal non-compliance, licensing failure, unsafe service, intellectual-property infringement or data-protection breach, to the extent of its established responsibility.
3. The party claiming indemnity must notify the other of the claim and allow a reasonable opportunity to participate in the defence and settlement. No settlement imposing an obligation on the other party may be made without its written consent.

Article 12 — Liability and Insurance

1. Except for fraud, gross negligence, death or personal injury, confidentiality or data breaches, intellectual-property infringement, or payment obligations, neither party is liable for indirect loss or loss of anticipated profit.
2. For non-excluded matters, each party's total liability will not exceed amounts paid or payable under this Agreement during the 12 months before the event giving rise to the claim.
3. The Second Party will maintain professional, public-liability and other insurance appropriate to its services and provide a current certificate upon request.

Article 13 — Termination and Consequences

1. Either party may terminate without cause on 30 days' written notice, without limiting the provider's right to remove listings and leave without penalty under the commission-change mechanism in Article 6.
2. The non-defaulting party may terminate for a material breach not cured within 10 business days after written notice, or immediately for loss of licence, insolvency, fraud, or serious customer or reputational risk.
3. Termination does not affect accrued rights. Confirmed bookings continue unless the parties agree an alternative that protects customers. Each party must return the other's property and information and complete account reconciliation within 30 days. Undisputed amounts meeting the eligibility conditions in Article 6 remain payable weekly and must not be delayed by termination or the reconciliation period.

Article 14 — Force Majeure

1. A party is not liable for delay or failure directly caused by an event beyond its reasonable control that could not reasonably be foreseen or prevented, provided it promptly notifies the other, explains the impact, mitigates it and resumes performance when possible.

2. Affected duties are suspended while the event continues. If it lasts more than 30 days, either party may terminate the affected part on written notice, subject to refunds for unperformed services and settlement of existing bookings.

Article 15 — Compliance and Conduct

1. The parties will comply with applicable anti-bribery, anti-corruption, anti-money-laundering and trade-sanctions requirements and will not offer or accept an improper benefit connected with this Agreement.
2. The First Party may immediately suspend the provider's participation where there are reasonable grounds to suspect legal, safety or fraud risks, pending completion of verification.

Article 16 — Notices

1. Notices must be sent to the official addresses and emails in the party details. Email is deemed received on the next business day unless delivery failure is shown. Termination and material-breach notices must also be sent by a trackable delivery service.
2. Each party must report contact-detail changes within five business days.

Article 17 — Governing Law and Disputes

1. This Agreement is governed by the laws of the United Arab Emirates and regulations applicable in Dubai. Authorised representatives will negotiate in good faith for 30 days after a dispute notice.
2. If not resolved amicably, the courts of Dubai have exclusive jurisdiction unless the parties agree to arbitration in a separate written schedule.

Article 18 — General

1. The parties are independent contractors. Nothing creates a legal partnership, agency or employment relationship, and neither party may bind the other without written authority.
2. The Second Party may not assign this Agreement or subcontract a material duty without prior written consent and remains responsible for subcontractors.
3. This Agreement and agreed schedules constitute the entire agreement. Except for the commission-change mechanism in Article 6, amendments must be written and signed by authorised representatives. Invalidity of one provision does not affect the others.
4. Failure to exercise a right is not a waiver. Counterparts and electronic signatures are permitted and together form one instrument.
5. This Agreement is available in Arabic and English. The Arabic text prevails in case of conflict unless the parties agree otherwise in writing.

Article 19 — Schedules

The schedule attached to this Agreement is the Cancellation and Refund Policy below, which forms part of it upon acceptance. Article 6 sets out commission, collection and settlement terms. No other document is treated as attached or binding merely because it is mentioned. An additional schedule applies only after it is identified, made available to both parties and approved by them in writing, expressly identifying any agreed variation.

Schedule: Cancellation and Refund Policy

1. Customer cancellation: The Customer is entitled to a full refund of the amount paid if the cancellation request is received at least 24 hours before the scheduled start of the activity. If the request is received less than 24 hours before the start, or the Customer does not attend, no refund is due as a general rule, subject to legal rights and any approved exception more favourable to the Customer.
2. Cut-off calculation: The period is measured from the activity start time in the booking confirmation, using the local time at the activity location. The recorded receipt time through the designated in-app cancellation channel or the official contact method stated in the booking confirmation applies. The request must be recorded and its receipt acknowledged to the Customer.
3. Services with special terms: A different policy, including for non-refundable tickets or private activities, applies only if agreed between AMOR and the provider and clearly displayed to the Customer before payment and in the booking confirmation. New terms must not be imposed retrospectively.
4. Provider cancellation and force majeure: This policy does not authorise cancellation merely for operational convenience or low demand. Force majeure means an event beyond reasonable control that actually prevents performance, such as dangerous weather, war or an official restriction preventing the activity, subject to Article 14. The provider must notify AMOR immediately upon becoming aware, and AMOR must ensure the Customer is informed promptly. Where inability to perform is known in advance, the Customer must be notified at least 48 hours before the activity where possible. If the event arises later, notification must be immediate upon becoming aware, without waiting.
5. Customer rights when the provider cancels: Whether cancellation results from force majeure or provider failure, the Customer chooses a full refund of the amount paid for the unprovided service or acceptance of a suitable alternative date or service. An alternative, account credit or voucher must not be imposed. The provider's responsibility for its failure remains subject to Article 7; a refund is not a general release from liability.
6. Refund processing and settlement: AMOR processes refunds due to the Customer through the original payment method where possible and informs the Customer of the processing date and expected bank or payment-provider posting time. If an amount due for refund has already been transferred to the provider, the parties settle it under Article 7. Refunds appear on the weekly settlement statement. No commission is deducted from a fully refunded booking, in accordance with Article 6. The batch also includes the provider's net entitlement to retained late-cancellation or no-show amounts under Article 6(1) once the entitlement has arisen and the funds have been collected and made available for transfer by the cut-off; service performance is not required for these two cases.
7. Policy confirmation: The provider must review the service policy before publication. Merely viewing or downloading this schedule does not constitute acceptance of the Agreement. Nothing in this policy limits rights that cannot lawfully be excluded.

Signature Page

By signing below, each party confirms that it has read, understood and accepted this Agreement and any identified agreed schedules, and that its signatory is duly authorised. Viewing or downloading this copy, creating an account, or uploading a draft listing alone does not constitute signature or acceptance of this Agreement. A separate express acceptance or signature must identify the accepting party, the version and date.

First Party	Second Party
AMOR TRAVEL L.L.C FZ	Company:
Representative: AMRO ABDALLA ELSAYED	Representative:
Title: General Manager	Title:
Signature:	Signature:
Date: / /	Date: / /
Company stamp: 	Company stamp: