

Diners Club Travel Account Service Agreement With Authorized Travel Agent

Agreement, made as of the effective date set forth below between **The Card Company E.C.**, bearer of a Commercial Registration issued in Bahrain under Ref. No. 36680-01 being a Franchise Owner of the Rights of Diners Club International within the Kingdom of Saudi Arabia, represented herein by BAT Travel Agency with Headquarters in Jeddah, holder of a Saudi Commercial Register No. 4030012900 issued in Jeddah, hereinafter referred to as "**Diners Club**" and the "**Authorized Travel Agent**" identified below, on its own behalf and that of all subsidiaries designated by it in writing from time to time.

WHEREAS, Diners Club operates a Travel Account Service and extends Credit Facilities to business entities in Saudi Arabia. Such Travel Account Services shall be provided through Authorized Travel Agent by the use of the Travel Account Card. The Authorized Travel Agent wishes to Cooperate with Diners Club to operate the Travel Account Service, all in accordance with the provisions of this Agreement and the related documents referred to herein.

NOW THEREFORE, it is agreed between Diners Club and Authorized Travel Agent (collectively referred to as the "Parties" and singularly referred to either as "Diners Club", Authorized Travel Agent " or the/a Party) as follows:

1. Definitions

- 1.1. "Travel Account" means each Diners Club account number assigned to a Member and made available to Authorized Travel Agent through which purchases for travel facilities can be made by a Member and its authorized personnel for business and other approved purposes;
- 1.2. "Diners Club Card" means the plastic Travel Account Card issued by Diners Club and delivered to Authorized Travel Agent, upon which the Travel Account information is recorded.
- 1.3. "Carrier" means each airline that Diners Club maintains charging arrangements with and is engaged, through Authorized Travel Agent, in air transportation of a staff member(s) of a Member by Using a Diners Club Card in the manner described in this Agreement.
- 1.4. "Purchase Order" means the local purchase order or equivalent issued by a Member confirming and authorizing the purchase of travel facilities from Authorized Travel Agent;
- 1.5. "Member" means the business entity, and its members, that signed a "Credit Facilities Agreement through the Travel Account Service" form, is accepted by Diners Club for membership, a Travel Account(s) are available for its use and is issued a Diners Club Card for use by Authorized Travel Agent's authorized personnel;
- 1.6. "Diners Club Travel Account Credit Facility Agreement through Travel Account Service" means the Credit Facility Through Travel Account Service by which each Member is permitted to use its Travel Account with Authorized Travel Agent;
- 1.7. "Travel Account Service" means the service operated by Diners Club for the arranging of travel facilities for each Member through Authorized Travel Agent's use of the Diners Club Card and the Travel Account and for the settlement of the Carrier's dues by Diners Club;
- 1.8. "UCCF" means the Carrier issued and approved Universal Credit Card Charge Form, Standard Credit Charge Form or any similar document introduced after the date hereof.
- 1.9. "BSP" means Banking System Plan, which control the receivables from the travel agencies and payment to the airlines; and to control distribution of tickets in the local market.
- 1.10. "Travel Agency Discount" means the margin discounted from time to time from valid charges payable to Diners Club in respect of the authorized purchase by a Member of a Carrier travel ticket or other service using its Travel Account.

Correspondence between Diners Club and The Authorized Travel Agent in the Travel Account shall be made through the latest address reported in writing to the other party. Until such addresses are communicated by/to each party, the following address shall be used:

Diners Club

Name :
 Position :
 Address : PO Box 7684, Jeddah 21472
 Tel No. : 966 2 6520020
 Fax No. : 966 2 6520040

Travel Agency Name

Name :
 Position :
 Address :
 Tel No. :
 Fax No. :

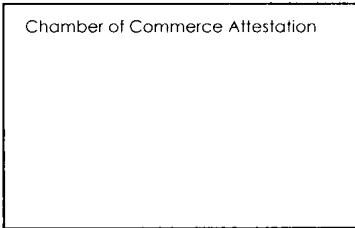
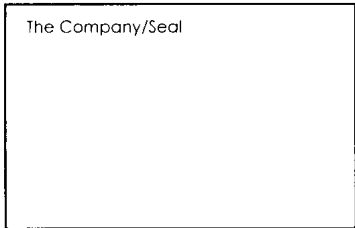
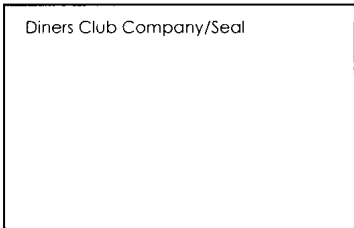
This agreement has been signed and entered in Jeddah, Kingdom of Saudi Arabia, on this, composed of 9 clauses, prepared in 2 copies given to each party. This Agreement shall not be legally valid unless signed by Diners Club and The Company.

Diners Club

Name :
 Position :
 Signature :
 Date :

Travel Agency Name

Name :
 Position :
 Signature :
 Date :



2. Obligations Of Diners Club

Diners Club shall allow each Member to arrange travel facilities through the Authorized Travel Agent by the use of the Member's Travel Account in accordance with such Member's (Diners Club Travel Account Credit Facility Through Travel Account Service) Agreement in order to assist Authorized Travel Agent in operating Travel Accounts, Diners Club agrees:

- 2.1. that, subject to due performance by Authorized Travel Agent for its obligations under this Agreement, Diners Club shall assume the responsibility of Authorized Travel Agent to pay to each Carrier directly, in accordance with separate agreements signed between Diners Club International and each Carrier, the net amounts due thereto in respect of authorized purchases of Carrier travel tickets by Members using the Travel Account;
- 2.2. to provide or cause the Carriers or BSP to deliver to Authorized Travel Agent head office the appropriate quantity of blank UCCF's.
- 2.3. one or more imprinters for each of Authorized Travel Agent branches.
- 2.4. where appropriate, to provide training to Authorized Travel Agent's personnel in operating the Travel Account Service and the Travel Account.
- 2.5. Where applicable, to include with its literature with Authorized Travel Agency logo to Members co-branded literature relating to the Travel Account Service;
- 2.6. To train Authorized Travel Agent's marketing team as to how to introduce, market and sell the Travel Account Service to prospective Members.
- 2.7. To develop, design and supervise in consultation with Authorized Travel Agent and make available to Authorized Travel Agent marketing team co-branded printed literature where applicable in agreed quantities.
- 2.8. To invoice each Member on a monthly basis for all amounts due to Diners Club in respect of authorized purchases of Carrier travel tickets or other services by such Member using its Travel Account and to show as credits on such invoice all related Travel Agency Discounts related to the same, if any, as per Credit Facility Agreement with the Member.

3. Obligations Of Authorized Travel Agent

Authorized Travel Agent shall make the Travel Account Service operated by Diners Club available to Members by means of entering this Agreement. In so doing, Authorized Travel Agent agrees:

- 3.1. To maintain and operate each Travel Account in accordance with the provisions of this Agreement.
- 3.2. To hold each Diners Club Card issued in the name of the member on behalf of each Member and to ensure that the appropriate Diners Club Card shall be used only by authorized personnel on Authorized Travel Agent's premises, in accordance with bonafide travel arrangements by a Member's staff against the signature of a Member's authorized officer in accordance with each Authorized Travel Agency Authorized Signatories On The UCCF; but nevertheless to the provision of a Purchase Order in every case.

- 3.3. To use the Diners Club Card issued in the name of the Member exclusively for the Member's purchase of air tickets.
- 3.4. To undertake that, under any circumstances what so ever, the Diners Club Card issued in the name of Member(s) would not be used to purchase air tickets that are being paid to the Authorized Travel Agency in Cash otherwise.
- 3.5. To be completely responsible for any forged signature(s) of any Authorized Travel Agent Authorized Signature(s) on UCCF, charge form and credit note.
- 3.6. To immediately report, and no later than 24 hours, to the Member and to Diners Club the loss, theft or misuse of any Diners Club Card. Any delay or negligence by Authorized Travel Agent to report a loss or theft of a Diners Club Card shall result in Authorized Travel Agent to hold complete responsibility for any misuse of the lost or stolen Diners Club Card(s).
- 3.7. To cooperate with Diners Club entitlement at its absolute discretion to suspend or cancel the use of a Travel Account at any time with immediate effect; and by giving fax notice thereof to Authorized Travel Agent and that on receipt of such notice Authorized Travel Agent shall forthwith decline the use of the Diners Club Card.
- 3.8. To permit the requested use of a Travel Account only within the limit provided to Member as specified in "Credit Facility Agreement (Through Travel Account Service)" hereto or exceptionally only as may be sanctioned by Diners Club upon referral, by means of specific authorization at such time.
- 3.9. To retain proof of purchase for a period of no less than (12) twelve months from the date of purchase. Such proof of purchase shall at least include copies of UCCF, purchase Order and ticket.
- 3.10. To comply with any reasonable system change related to data submission quality and completeness as required by Diners Club within a reasonable period.
- 3.11. To forward to the Carrier the copies of all credit UCCF's it issues in favor of the Member within 24 working hours from issuance of the ticket(s).
- 3.12. To refrain from entertaining Purchase Orders from any Member upon Diners Club's request in the case of the Member become delinquent and cooperate with Diners Club to Collect outstanding and bring Member(s) back to current condition.
- 3.13. To be solely responsible for and indemnify Diners Club in respect of any loss sustained by Diners Club arising as a result of any inability by Diners Club to collect from or to debit a Member's account, or to receive or process a credit from a Carrier, or any other adverse circumstance, which is in turn caused directly by;

any negligent omission, failure or delay by Authorized Travel Agent to supply to Diners Club, a Member or a Carrier the information required;

any negligence by Authorized Travel Agent to decline the use of a Diners Club Card immediately upon receipt of notice from Diners Club of suspension or cancellation of the Travel Account Service in respect of any Travel Account, or any failure by Authorized Travel Agent to observe the requirements specified in the agreement;

Any use of a Travel Account or Diners Club Card other than by (1) the person authorized by the Member in question acting within the scope of his authority and in the ordinary course of his employment, transacting a purchase with (ii) the authorized member of a staff of Authorized Travel Agent also acting PROVIDED THAT where it is alleged by any person that the use of the Travel Account or the Diners Club Card was otherwise than as described in this paragraph, the burden shall be on Authorized Travel Agent to resolve any factual uncertainty to the reasonable satisfaction of Diners Club, failing which the transaction shall not give rise to any obligation on the part of Diners Club and this Clause 7 shall apply.

4. Promotion and Operations

- 4.1. Diners Club shall bear the costs relating to promotional, point of sale and marketing material for the Travel Account Service.
- 4.2. Authorized Travel Agent shall display all reasonable decals, take one boxes and other promotional materials supplied free of charge by Diners Club;
- 4.3. Diners Club shall ensure that each Member is familiar with the terms of its agreement with the Member.
- 4.4. Authorized Travel Agent shall not make representations or claims to Members or potential Members that could conflict with the terms and conditions of this Agreement.
- 4.5. The Operations between Diners Club and Authorized Travel Agent shall be governed by the document titled "Diners Club/Authorized Travel Agent Operations Manual (DATOM)". Drafted by Diners Club. The document named above shall be updated according to practical requirements and by mutual agreement of Operations Managers of Diners Club and Authorized Travel Agent.
- 4.6. "Diners Club/Authorized Travel Agent Operations Manual (DATOM)" shall be the reference to all operations issues. If such document and this Agreement contradict, then this Agreement takes precedence.
- 4.7. The two parties agree to establish a marketing plan for three (3) years starting the date this Agreement is signed. Such plan shall specifically include the monthly volume target among other figures.

5. Amendments

Unless another time period is applicable by virtue of some other clause in this Agreement or unless agreed otherwise between the Parties, Diners Club shall be entitled to alter and amend any of the term and conditions of the Agreement on giving to Authorized Travel Agent (3) three months of notice in writing.

6. Term and Termination

- 6.1. The first term of this Agreement is three (3) Gregorian years; the first year begins from the date of signing this Agreement and renewed automatically for a new Gregorian year, thereafter unless one of the parties notifies the other of his intention of terminating the Agreement.
- 6.2. This Agreement may be terminated by either Party giving to the other six (6) months of notice in writing of such termination, or; by Diners Club forthwith if Authorized Travel Agent fails to comply with the requirements laid down within Clause 4 and 5 of this Agreement, or by

Authorized Travel Agent forthwith if Diners Club fails to comply with the requirement laid down in Clause 3 of this Agreement, or If either party should become insolvent or have a receiver appointed or go into liquidation or be dissolved, in which event this Agreement shall terminate forthwith.

7. Force Majeure

- 7.1. The duties and obligations of each Party hereunder shall be immediately suspended in the event that a Party declares an event of Force Majeure, which shall mean any event or circumstance beyond the reasonable control of that Party which prevents that Party from further performance of its obligations hereunder. If Force Majeure applies in respect of a Party's partial duties or obligations, it shall not suspend performance of others hereunder. In the event that a substantial part of such duties or responsibilities remain affected by Force Majeure for a continuous period of three (3) months or more, either Party shall be at liberty to terminate this Agreement by giving thirty (30) days prior written notice to the other, provided that such termination shall be made without prejudice to any rights and obligations which shall have accrued due prior thereto.
- 7.2. Notwithstanding the above, such notice shall be by fax confirmed by fax acknowledgment of receipt and, with effect from the date that such notice is actually received, each Party shall be relieved of liability to the other Party for further performance of affected duties or obligations until cessation of the event of Force Majeure.
- 7.3. Upon cessation of such event of Force Majeure, the Party suffering therefore shall give fax notice of the fact to the other and with effect from the date such notice is received, both Parties shall be liable to resume performance of all their obligations under this Agreement. Fax messages shall only be considered from date of presenting copy of the fax signed by the recipient unless both parties agree otherwise. Both Parties will adopt in good faith such additional practical arrangements as may be necessary to enable resumption of the performance of their obligations as soon as is practically feasible.

8. Arbitration and Jurisdiction

Subject to all final consent of the Parties hereto, in the event that there is any disagreement between the Parties relating to the terms hereof, then both Parties shall use their best endeavors to resolve such dispute as soon as possible and failing such resolution and in any event within thirty (30) days from the date of commencement of the disagreement such disagreement shall be resolved following the arbitration procedures set by the Jeddah Chamber of Commerce. Such arbitration will take place in Jeddah, Saudi Arabia.

This Agreement is to be governed by and construed in accordance with the laws of either Saudi Arabia or Bahrain.

9. Closure

This agreement has been signed and entered in Jeddah, Kingdom of Saudi Arabia, on the stated date identified, composed of 9 clauses, prepared in 2 copies given to each party. This agreement shall not be legally valid unless signed by Diners Club and The Company.