

VIRAM ADVISORS CLIENT FLIGHT BOOKING SERVICES AGREEMENT

Official Partnership Client Contract - Format 1

Business / Firm Name	VIRAM Advisors
Client Legal Name	[CLIENT LEGAL NAME]
Effective Date	[DATE]
Primary Client Type	☐ Individual / Family ☐ Corporate ☐ Group ☐ Award / Points ☐ Other: _____
Booking Reference / File No.	[REFERENCE]
Governing Law	Province of British Columbia and applicable federal Canadian law

This Client Flight Booking Services Agreement (the "Agreement") is made effective as of the Effective Date set out above.

BETWEEN:

VIRAM Advisors, a business operated by Aydin Ramji and Armaan Virani and operating as a flight booking, travel coordination, travel consulting and related client service firm (the "Firm");

AND:

[CLIENT LEGAL NAME], being the person, entity or authorized representative purchasing or requesting flight booking services (the "Client").

RECITALS

R1. The Firm operates under the business name VIRAM Advisors and provides flight search, booking, coordination, consulting and related travel support services to clients.

R2. The Client wishes to retain the Firm to provide services in connection with one or more flight bookings, and the Firm agrees to provide such services on the terms of this Agreement.

R3. The Client acknowledges that airlines, airports, government authorities, payment processors, global distribution systems, ticketing platforms, insurance providers and other third parties are independent of the Firm and may impose their own rules, tariffs, fares, penalties, charges, schedules and conditions.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Definitions and Interpretation

- 1.1 "Agreement"** means this Client Flight Booking Services Agreement, including all schedules, booking confirmations, invoices, written approvals, amendments and documents incorporated by reference.
- 1.2 "Airline"** means any air carrier that issues, operates, markets or participates in a flight itinerary, including any codeshare or interline carrier.
- 1.3 "Booking"** means any flight, itinerary, ticket, reservation, passenger record, supplier arrangement, change, cancellation or related travel service requested by or on behalf of the Client.
- 1.4 "Client"** includes the person or entity signing this Agreement and, where applicable, each passenger, traveller, family member, employee, guest, delegate, invitee or other person for whom the Client requests or purchases services.
- 1.5 "Final Price"** means the total amount quoted to the Client for the Booking before payment, including the Firm Fee, airfare, carrier charges, taxes, government charges, supplier charges and any other mandatory charges disclosed by the Firm at the time of quote, except to the extent charges arise after payment or are charged directly by a third party.
- 1.6 "Firm Fee"** means the Firm's service fee, markup, commission, arrangement charge, booking charge, consulting charge or other compensation for providing the Services. The Firm Fee may be included within the Final Price and may not be stated as a separate line item unless the Firm chooses or is required to do so.
- 1.7 "Services"** means flight search, advice, booking, itinerary coordination, ticketing facilitation, administrative support, communication with suppliers, and any related services expressly accepted by the Firm.

- 1.8 The headings are inserted for convenience only and do not affect interpretation. Words importing the singular include the plural and vice versa. References to "including" mean "including without limitation". Any obligation of the Client is also an obligation to ensure compliance by the passengers for whom the Client books.

2. Appointment and Scope of Services

- 2.1 The Client appoints the Firm to provide the Services for the Booking described in the applicable booking confirmation, invoice or schedule. The Firm may accept or decline any request in its sole discretion.
- 2.2 The Firm is retained as a booking and coordination service provider. The Firm is not an air carrier, airport, insurer, immigration adviser, government authority, aircraft operator or guarantor of travel services.
- 2.3 The Firm's obligations are limited to the Services expressly accepted by the Firm. No ongoing monitoring, emergency assistance, disruption management, rebooking assistance, refund pursuit, travel document review or after-hours support is included unless expressly agreed in writing by the Firm.
- 2.4 A Booking is subject to availability, airline rules, fare rules, airport conditions, operational changes, immigration requirements, security requirements, payment approval and third-party systems. The Firm does not guarantee availability, fare holds, airline schedules, seat assignments, upgrades, aircraft type, baggage allowance, connection protection, lounge access, meal selection, on-time performance, or the suitability of any itinerary for the Client's personal circumstances.

3. Client Authority and Passenger Information

- 3.1 The Client represents that the Client has full authority to request, approve and pay for each Booking and to bind each passenger included in the Booking to the terms of this Agreement and all applicable airline and supplier terms.
- 3.2 The Client is solely responsible for providing accurate full legal names, dates of birth, gender markers, passport details, loyalty numbers, contact information, special service requests and all other passenger details required for booking and travel.
- 3.3 The Client is solely responsible for ensuring that each passenger has valid passports, visas, electronic travel authorizations, health documents, parental consent letters, entry permissions, transit permissions and any other documents required by the itinerary. The Firm is not responsible for denied boarding, refusal of entry, missed travel, penalties, deportation, quarantine, fines or losses caused by incomplete or incorrect documentation.
- 3.4 The Client shall review all proposed itineraries, names, dates, times, airports, connections, cabin classes, baggage rules, fare rules and prices before payment. Payment, written approval, verbal approval, text-message approval, email approval, portal approval or other confirmation constitutes final approval of the Booking.

4. Quotes, Pricing and Firm Fee

- 4.1 All quotes are subject to change until ticketed or otherwise confirmed by the relevant supplier. Airline fares, taxes, availability and rules may change without notice.
- 4.2 The Firm will charge a Firm Fee on every Booking, regardless of the airline, route, fare, cabin, method of booking, ticketing platform, payment method or supplier used.
- 4.3 Unless the Firm states otherwise in writing, the Firm Fee is included in the Final Price quoted to the Client and is not required to be separately disclosed as a standalone amount. The Client acknowledges that the Final Price is the amount the Client agrees to pay for the Booking and Services together.
- 4.4 The Firm may receive compensation from one or more sources, including the Client, suppliers, platforms, consolidators or commission arrangements. The Client consents to the Firm receiving such compensation, provided that the Client is advised of the Final Price payable by the Client before payment.
- 4.5 Taxes, government charges, foreign exchange charges, supplier-imposed charges, payment processor charges, baggage fees, seat fees, resort fees, hotel fees, destination fees and airport charges may be imposed or changed by third parties. The Firm is not responsible for charges imposed directly by third parties after payment, unless the Firm expressly agreed in writing to include that charge in the Final Price.

5. Payment and Authorization to Book

- 5.1 The Client shall pay all amounts due in the manner and by the deadline specified by the Firm. The Firm has no obligation to hold, issue, ticket, confirm, change or cancel a Booking until payment has been received and cleared to the Firm's satisfaction.

- 5.2 After the Firm has received payment of the full Final Price, in full, and such payment has cleared to the Firm's satisfaction, the Firm may require up to forty-eight (48) hours to issue, ticket, confirm or otherwise complete the Booking. No fare, seat, cabin, schedule, routing, availability, tax, fee or supplier rule is guaranteed until the Booking has been ticketed or otherwise confirmed by the applicable supplier. If any fare, tax, fee, availability or supplier rule changes before ticketing or confirmation is completed, the Firm may require additional payment, propose an alternative itinerary, decline to proceed, or cancel the request and refund only those amounts, if any, that have not already been paid, committed or become non-refundable.
- 5.3 By making payment, the Client irrevocably authorizes the Firm to proceed with the Booking and to pay airlines, suppliers, platforms or processors as the Firm considers appropriate.
- 5.4 The Firm may refuse, suspend or cancel Services if payment is not received, if payment is reversed or disputed, if identity verification is not satisfied, if the Booking appears fraudulent or unlawful, or if the Firm reasonably considers that proceeding may expose the Firm to unacceptable risk.
- 5.5 The Client shall not initiate a chargeback, payment reversal or payment dispute for an authorized Booking, Firm Fee, non-refundable payment, supplier penalty or agreed charge without first giving the Firm written notice and a reasonable opportunity to respond. This clause does not limit rights that cannot lawfully be limited.

6. Cancellations, Changes and Refunds

- 6.1 Unless the Firm expressly agrees otherwise in writing, all Bookings, payments and Firm Fees are final once payment has been received. The Client should not expect any cancellation, change, credit, exchange, voucher, refund or refund assistance after payment has been received.
- 6.2 Cancellations, changes, name corrections, credits, exchanges, refunds, refund requests and supplier communications are permitted only at the Firm's sole discretion, subject always to applicable law and the applicable airline or supplier terms. The Firm may decline to assist with any voluntary cancellation, change or refund request.
- 6.3 If the Firm agrees to process or assist with any cancellation, change, exchange, credit or refund request, the Client shall pay all applicable airline charges, supplier charges, fare differences, taxes, payment processor charges, administrative fees and Firm Fees before the Firm is required to proceed.
- 6.4 Firm Fees are earned when the Firm performs the Services or when payment is received, whichever occurs first, and are non-refundable to the fullest extent permitted by law. Any refund made by an airline or supplier does not automatically entitle the Client to a refund of the Firm Fee.
- 6.5 If a supplier refund is received by the Firm for the benefit of the Client, the Firm may deduct non-refundable Firm Fees, approved fees, supplier charges, payment charges, costs, debts owing by the Client and amounts required by law before remitting any balance to the Client.
- 6.6 No employee, partner, contractor or representative of the Firm may waive this section unless the waiver is express, in writing and authorized by the Firm.

7. Flight Delays, Cancellations, Misconnections and Disruptions

- 7.1 The Client acknowledges that flights may be delayed, cancelled, diverted, overbooked, rescheduled or changed by airlines, airports, weather, air traffic control, security, aircraft availability, labour disruptions, government action, force majeure or other circumstances outside the Firm's control.
- 7.2 In the event of a flight delay, cancellation, denied boarding, misconnection, missed connection, schedule change, diversion, irregular operation or other disruption, the passenger is responsible for communicating with the airline, airport, insurer and other relevant third parties and for finding, accepting, declining or arranging alternate transportation, accommodation, meals, onward travel and related arrangements.
- 7.3 The airline and applicable third parties, and not the Firm, are responsible for any rights, remedies, rebooking, refunds, credits, compensation, care standards, accommodation, meals, communication or assistance that may apply under the airline's tariff, conditions of carriage, applicable passenger-rights rules, insurance policy or applicable law.
- 7.4 To the fullest extent permitted by law, the Firm is not required to help, monitor, intervene, communicate, advocate, rebook, refund, reimburse, arrange alternatives, provide emergency support, cover expenses, provide compensation, provide accommodation, provide meals, provide ground transportation or assist the passenger in any manner, shape or form in relation to any delay, cancellation, disruption, denied boarding, misconnection or travel irregularity.
- 7.5 Any assistance provided by the Firm after a disruption is entirely discretionary, does not create an ongoing duty, may be withdrawn at any time, and may be subject to additional Firm Fees and third-party charges.

8. No Guarantee of Outcome

- 8.1** The Firm does not warrant that any Booking will be available, valid, refundable, changeable, upgradeable, eligible for loyalty credit, eligible for lounge access, operated on time, accepted by an airline, accepted by immigration authorities, or suitable for the Client's needs.
- 8.2** The Firm may provide estimates, opinions, route suggestions, timing suggestions, fare comparisons or general travel information, but such information is not a guarantee and may become inaccurate due to changes by third parties.

9. Third-Party Terms and Supplier Responsibility

- 9.1** Each Booking is subject to the terms, tariffs, conditions of carriage, fare rules, privacy policies, baggage rules, check-in rules and operational decisions of airlines and other suppliers. The Client accepts those terms by authorizing the Booking.
- 9.2** The Firm is not liable for acts, omissions, insolvency, bankruptcy, delay, cancellation, refusal, negligence, misconduct, operational changes, fare changes, schedule changes or service failures of airlines, airports, hotels, insurers, payment processors, government authorities, ticketing platforms, consolidators or other third parties.
- 9.3** If a supplier fails to provide services, the Client's recourse is against the supplier or any applicable insurance, fund, passenger-rights regime, credit card provider or other third-party remedy, subject to applicable law.

10. Travel Insurance

- 10.1** The Client is solely responsible for obtaining adequate travel insurance, including coverage for cancellation, interruption, medical expenses, baggage, emergency evacuation, supplier default, missed connections, delay, border refusal and other travel risks.
- 10.2** The Firm does not guarantee that insurance is available or adequate and does not provide insurance advice unless expressly stated in writing by a properly authorized person.

11. Client Conduct and Cooperation

- 11.1** The Client shall respond promptly to requests for information, approvals and payment. The Firm is not responsible for missed fares, missed deadlines, price increases, lost availability, booking errors or supplier penalties caused by delayed, incomplete or inaccurate responses from the Client.
- 11.2** The Client shall not make abusive, threatening, defamatory, fraudulent, unlawful or misleading communications to or about the Firm, its partners, representatives, contractors or suppliers.
- 11.3** The Firm may terminate or refuse Services if the Client breaches this Agreement, engages in suspected fraud, violates supplier rules, fails to pay, becomes abusive or presents a risk to the Firm.

12. Limitation of Liability

- 12.1** To the fullest extent permitted by law, the Firm, its partners, officers, employees, contractors and representatives shall not be liable for indirect, incidental, special, aggravated, punitive, exemplary or consequential damages, loss of enjoyment, loss of income, lost profits, loss of opportunity, emotional distress, stress, inconvenience, missed events, lost vacation time, additional travel cost, accommodation cost, meal cost, ground transportation cost, substitute travel cost or similar damages arising from or related to a Booking or the Services.
- 12.2** To the fullest extent permitted by law, the Firm's total aggregate liability arising from or related to this Agreement, the Booking or the Services shall not exceed the Firm Fee actually received and retained by the Firm for the specific Booking giving rise to the claim.
- 12.3** Nothing in this Agreement limits liability that cannot lawfully be limited, including liability for fraud, wilful misconduct or any non-excludable obligation imposed by applicable law.

13. Indemnity

- 13.1** The Client shall indemnify and hold harmless the Firm, its partners, officers, employees, contractors and representatives from and against all claims, losses, liabilities, penalties, costs, damages and expenses, including reasonable legal fees, arising from or related to: inaccurate passenger information; lack of travel documents; breach of this Agreement; passenger conduct; unauthorized instructions; payment disputes; supplier charges; third-party claims; or the Client's failure to comply with airline, supplier, government or legal requirements.

14. Privacy, Documents and Communications

- 14.1** The Client authorizes the Firm to collect, use, store and disclose personal information and travel documents as reasonably required to provide the Services, process payment, communicate with airlines and suppliers, maintain records, comply with law and protect the Firm's rights.
- 14.2** The Client authorizes the Firm to communicate by email, text message, phone, online message, application message, portal or other electronic method. Electronic approvals, signatures, confirmations and records are binding.
- 14.3** The Client is responsible for safeguarding travel documents, e-tickets, confirmation numbers and itineraries. The Firm is not responsible for unauthorized access caused by the Client's handling, forwarding or storage of documents.

15. Compliance with Law and Licensing

- 15.1** The Firm may be required to comply with travel industry, consumer protection, privacy, anti-fraud, anti-money laundering, sanctions, tax, recordkeeping and other legal obligations. The Client shall provide information reasonably requested for compliance purposes.
- 15.2** If a licence number, registration number, receipt detail, tax detail or other disclosure is required by applicable law, the Firm may include it on the invoice, receipt, booking confirmation or related document rather than in the body of this Agreement.
- 15.3** No provision of this Agreement is intended to waive or restrict a right, remedy, disclosure or obligation that cannot lawfully be waived or restricted.

16. Confidentiality and Non-Circumvention

- 16.1** The Client shall keep confidential any non-public pricing method, supplier contact, booking method, fare construction, partner arrangement, internal process or business information disclosed by the Firm.
- 16.2** The Client shall not use confidential information provided by the Firm to bypass, circumvent, avoid or interfere with the Firm's business relationship, supplier relationship, booking method, compensation or client arrangement.

17. Force Majeure

- 17.1** The Firm is not liable for delay or failure to perform caused by circumstances beyond its reasonable control, including airline disruptions, system outages, payment failures, weather, strikes, labour disruption, war, terrorism, pandemic, epidemic, government action, airport closure, cyber incident, supplier default, telecommunications failure or force majeure.

18. Dispute Resolution and Governing Law

- 18.1** The parties shall first attempt in good faith to resolve any dispute by written notice and direct discussion between the Client and an authorized representative of the Firm.
- 18.2** This Agreement is governed by the laws of British Columbia and the applicable federal laws of Canada. Subject to any non-waivable legal right, the courts of British Columbia shall have jurisdiction over disputes arising from or related to this Agreement, the Booking or the Services.
- 18.3** The Firm may seek injunctive, equitable or urgent relief in any court of competent jurisdiction where reasonably required to protect confidential information, payment rights, supplier relationships, reputation or business operations.

19. Entire Agreement; Amendment; Severability

- 19.1** This Agreement, together with the applicable schedules, booking confirmations, invoices and written approvals, constitutes the entire agreement between the parties regarding the Booking and supersedes prior discussions, messages, advertisements, proposals and understandings.
- 19.2** The Firm may amend or supplement Booking-specific terms by written confirmation, invoice, schedule or addendum accepted by the Client. No amendment is binding unless accepted by the Firm in writing or electronically.
- 19.3** If any provision is held invalid, unlawful or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force.
- 19.4** The Client may not assign this Agreement without the Firm's written consent. The Firm may assign or subcontract its rights and obligations to an affiliate, partner, contractor, successor or service provider as reasonably required to provide the Services.

20. Acceptance and Execution

20.1 The Client accepts this Agreement by signing it, electronically accepting it, sending written or verbal approval, making payment, authorizing the Firm to proceed, or receiving the benefit of the Services.

20.2 This Agreement may be executed electronically and in counterparts. Each counterpart is deemed an original and all counterparts together constitute one instrument.

EXECUTION PAGE

The parties have executed this Agreement as of the Effective Date set out above.

FIRM

Legal / Business Name: VIRAM Advisors

CLIENT

Client Legal Name: [CLIENT LEGAL NAME]

Authorized Signature for Firm

Name: _____

Title: _____

Date: _____

Client Signature

Name: _____

Title / Capacity: _____

Date: _____

SCHEDULE 1 - BOOKING DETAILS AND CLIENT-TYPE SELECTION

Client Type	☐ Individual / Family ☐ Corporate ☐ Group ☐ Award / Points ☐ Other: _____
Client Name	[CLIENT LEGAL NAME]
Passenger(s)	[NAMES AS PER PASSPORT / GOVERNMENT ID]
Route / Itinerary	[ORIGIN - DESTINATION - CONNECTIONS]
Travel Date(s)	[DATES]
Cabin / Fare Type	[ECONOMY / PREMIUM / BUSINESS / FIRST / OTHER]
Baggage / Seats / Extras	[DETAILS OR N/A]
Final Price Payable	\$_____ CAD / other currency: _____
Payment Deadline	[DATE / TIME]
Firm Fee Treatment	Included in Final Price unless separately stated.
Special Conditions	[INSERT OR N/A]
Applicable Addendum	☐ Schedule 2 ☐ Schedule 3 ☐ Schedule 4 ☐ None

The Booking Details above may be completed in this Schedule, on an invoice, in a booking confirmation, by email, by text message, by online form or by other written record accepted by the Firm.

SCHEDULE 2 - INDIVIDUAL / FAMILY CLIENT ADDENDUM

This Schedule applies where the Client is an individual, family member, parent, guardian or representative booking travel for personal, family or household purposes.

- 2.1** The person signing or approving the Booking represents that they are authorized to act for each passenger and, where applicable, for any minor child or dependent traveller included in the Booking.
- 2.2** The Client is solely responsible for confirming parental consent requirements, custody restrictions, minor travel documents, school dates, family schedules, medical needs, accessibility needs, visa requirements and all special assistance requirements.
- 2.3** The Firm is not responsible for family disputes, custody issues, refusal of consent, school conflicts, medical suitability, missed family events, denied boarding of minors or issues caused by inaccurate passenger details.
- 2.4** Where one family member pays for or approves travel for others, the paying or approving Client remains responsible for all amounts owed and for ensuring that the passengers comply with this Agreement.

SCHEDULE 3 - CORPORATE / BUSINESS CLIENT ADDENDUM

This Schedule applies where the Client is a corporation, partnership, sole proprietorship, organization, office, employer, team or other business client booking travel for owners, employees, contractors, guests or representatives.

- 3.1** The person approving the Booking represents that they have authority to bind the corporate or business Client and to approve travel for each traveller included in the Booking.
- 3.2** The Client is solely responsible for its internal travel policy, budget approvals, tax treatment, expense approvals, employee consents, visa letters, employment status, duty-of-care obligations and traveller communications.
- 3.3** The Firm is not responsible for missed meetings, lost business, lost revenue, project delay, employee claims, reimbursement disputes, HR disputes or consequences of travel disruption, delay, cancellation or denial of boarding.
- 3.4** Unless the Firm agrees otherwise in writing, the Client shall designate one authorized contact whose instructions are binding. The Firm may rely on instructions from that contact without independently verifying internal approvals.
- 3.5** Invoices are payable when due without setoff, holdback or deduction. The Firm may suspend Services for any unpaid invoice or disputed payment.

SCHEDULE 4 - GROUP TRAVEL CLIENT ADDENDUM

This Schedule applies where a Booking involves a group, delegation, tour, team, event, school group, community group or multiple passengers travelling together or under a shared arrangement.

- 4.1** The Client shall appoint one group leader or authorized representative. The Firm may rely on that person's instructions, approvals and passenger lists as binding on the group.
- 4.2** The Client is solely responsible for collecting and verifying passenger details, distributing itineraries, communicating deadlines, collecting payments from participants, obtaining consents, and ensuring that each group member understands the applicable restrictions and terms.
- 4.3** Group fares, deposits, deadlines, name-change rights, cancellation penalties and release dates may be stricter than individual fares. The Client acknowledges that missed deadlines or inaccurate passenger lists may result in loss of seats, forfeiture of deposits, fare increases or cancellation of the group arrangement.
- 4.4** Unless expressly agreed in writing, the Firm is not responsible for supervising group members, managing conduct, resolving disputes among group members, collecting participant payments, handling rooming lists, arranging chaperones or providing on-trip support.
- 4.5** If any group member cancels, fails to pay, provides incorrect information or is denied boarding, the remaining Client and group obligations continue unless the Firm agrees otherwise in writing.

SCHEDULE 5 - AWARD / POINTS / MILES BOOKING ADDENDUM

This Schedule applies where the Client requests assistance with loyalty points, credit card points, airline miles, award tickets, upgrade instruments, companion vouchers or other reward travel.

- 5.1 The Client is solely responsible for the ownership, lawful use, transferability, expiry, availability, valuation and sufficiency of points, miles, vouchers, credits, certificates and loyalty accounts.
- 5.2 The Firm does not guarantee award availability, award pricing, transfer timing, transfer success, upgrade clearance, loyalty credit, status benefits, lounge access, seat selection, schedule stability or the preservation of points value.
- 5.3 The Client shall not ask the Firm to access an account without authorization or to engage in conduct that violates loyalty program rules. The Client authorizes the Firm to use account information only to the extent required for the approved Services.
- 5.4 Award bookings may be especially restrictive and may involve non-refundable taxes, carrier charges, redeposit fees, change fees, cancellation fees, expiry rules and account penalties imposed by third parties. The Firm Fee is non-refundable even if award availability disappears, points fail to transfer, or the Client chooses not to proceed after the Firm performs Services.

SCHEDULE 6 - STANDARD CLIENT ACKNOWLEDGEMENTS

1. ☐ I understand that the Firm is not an airline and is not responsible for airline delays, cancellations, denied boarding, schedule changes or travel disruptions.
2. ☐ I understand that if my flight is delayed or cancelled, I must deal with the airline and make my own arrangements unless the Firm separately agrees to assist.
3. ☐ I understand that the Firm charges a fee on every Booking and that the fee may be included in the Final Price instead of being separately itemized.
4. ☐ I understand that after payment is received, I should not expect changes, cancellations or refunds unless the Firm agrees, a supplier permits it or applicable law requires it.
5. ☐ I understand that after the Firm receives payment of the full Final Price, in full and in cleared funds, the Firm may require up to forty-eight (48) hours to issue, ticket, confirm or otherwise complete my Booking, and that prices and availability are not guaranteed until ticketing or supplier confirmation is complete.
6. ☐ I confirm that all passenger names, dates, routes, airports, times and travel details have been checked before payment.
7. ☐ I understand that passports, visas, entry documents, transit permissions and insurance are my responsibility.