



B2B SUB-AGENT AGREEMENT

(eSIM Services)

This Sub-Agent Agreement (the “Agreement”) is entered into as of September 22, 2026 (the “Effective Date”), by and between:

- GoTrips, a travel and connectivity solutions provider headquartered in Dubai, United Arab Emirates, with contact email admin@gotrips.ai (hereinafter referred to as the “Company”), and
- The entity or individual registering as a sub-agent via the GoTrips Partner Program platform (hereinafter referred to as the “Sub-Agent”).

1. Purpose & Appointment

The Company provides digital travel eSIM profiles covering over 186 countries. The Company hereby appoints the Sub-Agent, and the Sub-Agent accepts the appointment, as a non-exclusive commercial sub-agent to market, promote, and sell GoTrips eSIM data plans to end-users (travellers).

2. Sub-Agent Obligations & Sales Process

- Product Presentation:** The Sub-Agent shall market the eSIMs accurately, ensuring customers know they are purchasing a digital data-only profile delivered via QR code.
- Compatibility Warning:** The Sub-Agent must explicitly instruct end-users to verify device compatibility (carrier-unlocked and eSIM-capable devices) prior to final purchase.
- Delivery Mechanism:** The Sub-Agent acknowledges that QR codes, SM-DP+ addresses, and activation codes are generated instantly by the Company and delivered to the designated email.

3. Commission, Pricing, and Payments

3.1 Commission Structure & Tiers

The Sub-Agent shall earn a commission based on the net sales volume (excluding taxes and payment gateway transaction fees) generated through their unique Partner ID tracking system within a single calendar month. The commission percentage applies retroactively to all sales within that month as soon as a tier threshold is met:

Tier	Monthly Net Sales Volume (AED)	Commission Percentage
Tier 1 (Base)	AED 0.00 – 5,000.00	10%
Tier 2 (Silver)	AED 5,000.01 – 15,000.00	15%
Tier 3 (Gold)	AED 15,000.01 – 30,000.00	18%



Tier 4 (Platinum)	AED 30,000.01 and above	20%
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3.2 Minimum Payout Thresholds

- **Standard Threshold:** The minimum threshold for a monthly commission payout is AED 200.00.
- **Rollover Policy:** If the Sub-Agent's earned commission for a calendar month is below AED 200.00, the balance will automatically roll over to the next billing cycle. The accumulated balance will be paid out during the standard cycle of the month in which the total balance meets or exceeds the minimum threshold.
- **Inactivity Clause:** If a Sub-Agent account remains inactive (generating zero sales) for more than six (6) consecutive months, GoTrips reserves the right to charge a maintenance fee or clear the remaining balance below the threshold after giving a 14-day notice.

3.3 Banking & Transaction Fees

- **Direct Bank Transfer:** Payouts will be processed via electronic funds transfer (EFT) directly to the bank details registered in the Sub-Agent Portal.
- **Transfer Costs:** GoTrips covers the transfer fees for local banks within the United Arab Emirates. For international cross-border transfers or intermediary bank fees, the costs will be deducted from the Sub-Agent's final payout amount.

4. Cross-Border & Currency Conversion Clauses

4.1 Base Currency and Exchange Rate Anchor

- **Base Tracking Currency:** All retail transactions, net sales calculations, and commission balances are tracked, recorded, and anchored in United Arab Emirates Dirhams (AED) inside the GoTrips Partner Platform.
- **Exchange Rate Source:** For foreign sales or international payouts requiring conversion, the exchange rate will be calculated using the prevailing mid-market rate provided by xe.com (or the Company's processing bank) at 11:59 PM UAE time on the final calendar day of the applicable billing month.

4.2 International Payouts & Local Currency Remittance

- **Supported Payout Currencies:** International Sub-Agents may request payouts exclusively in US Dollars (USD), Euros (EUR), or British Pounds (GBP). No other foreign currencies are supported.
- **Conversion and Risk Mitigation:** The conversion from AED to the requested international currency will take place at the exact time of transaction processing by the Company's bank. The Company assumes no responsibility for foreign exchange fluctuations between the close of the billing cycle and the actual execution date of the bank transfer.
- **Conversion Fee:** A standard 2.5% currency conversion and administrative processing fee will be applied to the converted amount on all cross-border payouts to cover intermediary banking conversion spreads.

4.3 International Banking Fees & Deductions



- **SHA (Shared) Transfer Fees:** All international wire transfers (SWIFT) will be processed on a “SHA” basis. GoTrips will pay its sending bank fees, while the Sub-Agent is entirely responsible for any intermediary bank fees, correspondent bank routing fees, or receiving bank charges applied by their local financial institution.
- **Minimum International Payout:** Due to high international wire transfer overheads, the minimum payout threshold for cross-border bank transfers outside the UAE is raised to an equivalent of AED 500.00. Any balance below this amount will seamlessly roll over to the next billing cycle.

5. Technical Support & Customer Service

- **Tier 1 Support:** The Sub-Agent is responsible for standard first-line customer inquiries regarding checkout or basic purchase flows.
- **Tier 2 Support:** For deep network issues, activation failures, or eSIM troubleshooting, the Sub-Agent shall direct customers to GoTrips Support via admin@gotrips.ai or the support ticketing channel. The Company aims to provide initial responses to escalated tickets within 4 hours during standard operational hours.

6. Refunds & Troubleshooting Restrictions

- **No Unilateral Deletions:** The Sub-Agent must explicitly instruct customers not to delete an installed eSIM profile while experiencing technical difficulties.
- **Refund Eligibility:** Refunds will not be issued if an eSIM is deleted prematurely without written authorization from GoTrips, or if the end-user's device is found to be carrier-locked.

7. Intellectual Property & Marketing

The Company grants the Sub-Agent a non-exclusive, non-transferable, revocable license to use GoTrips branding, product descriptions, and installation guides solely for the duration of this Agreement to drive sales.

8. Term and Termination

This Agreement remains effective until terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by giving seven (7) days written notice via email. Upon termination, any outstanding commissions lawfully earned prior to the termination date will be settled.

9. Governing Law & Jurisdiction

This Agreement shall be governed by, interpreted, and construed in accordance with the laws of Dubai, United Arab Emirates. Any disputes arising from this contract that cannot be resolved amicably shall be subject to the exclusive jurisdiction of the Dubai Courts.