

Order Form for Net Trans Services with direct Amadeus data feed

Company Name ("Customer"):	Number of GDS room nights booked per year:
Address 1:	Number of agency locations:
Address 2:	Main IATA/TIDS Number:
Postal/ZIP code:	
City:	VAT number:
Country:	Domestic VAT %:
Phone:	Fax:
Business contact name:	Bank Details
Phone:	Swift/BIC:
Mobile:	IBAN (if applicable):
E-Mail:	Bank Name:
Operational contact name:	Bank Account Number:
Phone:	Clearing Code (BL/SC/SW/FW) (if applicable):
Mobile:	Bank Account Name:
E-Mail:	Preferred currency (choose one):
<input type="checkbox"/> USD <input type="checkbox"/> GBP <input type="checkbox"/> EUR <input type="checkbox"/> NOK <input type="checkbox"/> SEK <input type="checkbox"/> DKK <input type="checkbox"/> AUD <input type="checkbox"/> CHF	

Fee per commissionable roomnight: Eur 1.25 Passive: € 1.50 Manual: € 1.90
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Order Confirmation

We ("the Customer") hereby place an order for the Net Trans Services. This confirms that we will use Net Trans Services AS our collection partner for hotel commission and that we accept the terms attached to this agreement. We also give Amadeus GTD S.A. the right to send all our hotel booking data directly to Net Trans, without additional cost for us. Neither Amadeus GTD S.A. nor its local representative shall be held responsible in any way for any misuse of the booking data. Amadeus GTD S.A. shall be sending the data until it receives a written request via its local representative to stop doing so.

Net Trans will ensure that Customer is in production within 30 days of receiving this order confirmation.

Date

Date

For Customer

For Net Trans Services AS

Name:
Title
Company

Martin Jorgensen
CEO
Net Trans Services AS

Service Terms for Active Commission

"Customer" hereby appoints Net Trans Services AS ("Net Trans") as exclusive sub-contractor to collect Customer Reservations, provide records of booking consumption and to process commission payments on the following terms and conditions:

Definitions.

"Net Trans Services" is Net Trans commission receivables and management service, which accounts for reservations made by Customer travel agents with non-air Travel Service Providers and processes commissions payable to those travel agents for the reservations.

"TSP" is a Travel Service Provider receiving bookings from Customer

"Customer Reservation" is a reservation made by Customer by (telephone or electronically) with a TSP.

"Commissionable Reservation" is a Customer Reservation for which a commission is due from a TSP.

"Monthly Commission Report" is a record of all Customer Reservations confirmed by TSP's and details of any commission paid thereon.

"Customer Commission" is the commission payment as reported on the Monthly Payment Report less fees and charges due to Net Trans.

1. Net Trans Services.

During the term of this Agreement Customer shall allow Net Trans to collect all information available relating to Customer Reservations.

- a. Issue notices to TSP electronically or by mail details of all Customer reservations
- b. Take any further action that Net Trans deems necessary towards TSP if Net Trans believes, in its sole discretion, that a Service Provider has failed to respond or has underpaid Customer Commission
- c. Record all confirmations and details provided by TSP
- d. Receive and hold Customer Commissions paid by TSP, and within five (5) business days after the end of each calendar month pay to Customer by bank transfer in preferred currency (less any charges, fees or the like)
- e. Provide Monthly Commission Report to Customer

All confirmations of Customer Reservations provided by TSP's directly to Customer must be forwarded to Net Trans within 30 days of receipt

Customer understand and acknowledge that Net Trans' ability to perform its obligations herein depends entirely on data provided from the Customer relating to customer reservations Customer may at its sole discretion elect to have Net Trans handle the banking of any commission received.

2. Term and Termination.

The initial term of this Agreement shall be two (2) years. This Agreement shall continue in effect for successive one (1) year terms unless otherwise terminated within ninety (90) days of renewal.

3. Partners and sub suppliers.

In order to enhance the services rendered and/or make services more cost effective Net Trans is entitled to make use of partners and/or sub suppliers and

Net Trans is entitled to charge the Customer for its costs for retaining the services of partners and/or sub suppliers with the addition of a standard reasonable management charge added by Net Trans for coordinating the procedures. Net Trans undertakes the responsibility for the partners and sub suppliers performance of services to the Customer and Net Trans is responsible for the correct provision of Active Commission vis-à-vis the Customer.

4. Fees.

- a) Customer shall pay Net Trans a fee for the services set forth attached here to as Order Form for each Customer Reservation confirmed as commissionable

on the Monthly Commission Statement, plus banking costs associated with receiving and processing any commission received on behalf of Customer. This shall apply to all banking charges incurred either by Net Trans, its partners or sub suppliers relating to banking transactions performed to the benefit of the Customers as part of the provision of NetTrans Services to the Customer. To the extent Net Trans, its partners or sub suppliers undertake to carry out procedures or tasks that would otherwise have been performed by the bank in order to enhance the services and/or reduce the overall costs, Net Trans shall be entitled to charge the Customer for this work. The Customer agrees that, apart from its proportionate share of any volume discounts achieved, calculated according to Net Trans standard procedures and credited annually, it shall not be entitled to any discounts that Net Trans, its partners or sub suppliers are able to obtain from the bank.

b) The Customer agrees that Net Trans may credit the Customer the net commission that Net Trans de facto receives from its partners/sub suppliers with the deduction of standard margin covering work and expenses in relation to the management of the currency exchange and any relevant procedures as well as the risks involved etc.

c) Should the total fee for the services provided under this Agreement, and any charges incurred through the banking of commission receipts from TSP's exceed the net amount of the Customer Commission due, Net Trans shall offset such fees and charges due to it against the Customer Commission. Net Trans may at its sole discretion raise an invoice for the balance of the amount owing. All invoiced amounts must be settled within 14 days.

5. Acknowledgment and Disclaimer

Customer acknowledges that the services provided by Net Trans relates to commission management and, except as expressly set forth herein, under no circumstances shall Net Trans be responsible for the collection of commissions owing Customer. Net Trans shall not, except in the case of gross negligence or willful misconduct, be responsible or liable for any inaccuracy in the information provided to Customer in the Monthly Commission Statement or any other report.

Net Trans shall only be liable to Customer for Customer Commissions actually processed by Net Trans. In the event Net Trans shall fail in any respect to perform the services set forth herein, it shall, under no circumstances, be liable for uncollected commissions to Customer or any other liability resulting therefrom including, without limitation, consequential damages.

Except in the case of gross negligence or willful misconduct, Customers sole and exclusive remedy for any breach of this agreement by Net Trans shall be termination of this agreement and the entitlement to Customer Commission actually collected and not paid. All warranties express or implied, including without limitations, any warranty of fitness for a particular purpose, merchantability, good and workmanlike product or service, or otherwise, are disclaimed and waived. In the event a failure or delay in the performance of this Agreement results from an act of God, labor strike or other events beyond the control of the party obligated to perform, such failure or delay shall not constitute a breach of this Agreement nor shall the parties hereto be liable for damages resulting from such event.

6. Dispute Resolution.

In the event of any dispute between the parties arising out of this Agreement, the parties agree that the laws of Norway shall control and that venue of any legal proceeding shall be in Oslo. In the event a dispute arises between Customer and Travel Service Provider and except in the case of gross negligence or willful misconduct Net Trans shall have no obligation or liability with respect to such dispute and Customer agrees that Customer shall be solely

responsible for any action to resolve the dispute and agrees to indemnify Net Trans for any liability arising there from.

7. Miscellaneous.

a) Any notice to be provided with respect to this Agreement shall be in writing and shall be delivered by certified mail, facsimile transmission or next day delivery.

b) Net Trans or Customer may disclose the existence of this Agreement in releases to the public or otherwise. Either party may use others name and address in any listing, advertisement or promotional material to indicate the existence of this Agreement and that it endorses Net Trans Services' Active Commission program.

c) Any proprietary information disclosed to either party or its representatives shall be so designated and shall be treated as confidential for the duration of this Agreement and for five (5) years thereafter.

d) This Agreement contains all of the provisions of any agreement between the parties with respect to the subject matter set forth herein and all agreements in effect prior to the date hereof with respect to the subject matter hereof, are hereby terminated. Customer has not relied upon any promises or representations by Net Trans except as set forth herein.

e) This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto.

f) Customer hereby releases Net Trans and its subsidiaries and affiliates from any and all liability for any loss, cost or damage incurred by Customer that results from the act or omissions of any third party interfering in the area of data security except in the case of Net Trans gross negligence or willful misconduct.

g) The fees may be adjusted on an annual basis in accordance with general inflation and market trends. The customer must be notified of such adjustments within 90 days of change.

h) It is Customers sole responsibility to notify Net Trans of any changes in ownership or other information, including but not limited to changes in mailing address and ARC/IATA/TIDS information

Signature :

Date :

**POWER OF ATTORNEY
TO NET TRANS SERVICES AS**

By this document, the undersigned _____ (“Travel Agent”), hereby appoints Net Trans Services AS (“Net Trans”), of PO.Box 529, Nedre Langgate 19, Tonsberg, N-3101, Norway as attorney-in-fact in Travel Agent’s name, and Travel Agent’s exclusive worldwide agent to:

- (i) Demand, receive, hold, and distribute all commissions that may be due or owing to Travel Agent from any provider of travel-related hotel accommodation services from “Service Providers” (In the future other travel-related services including, air lines, cruise lines, rental car agencies and the like may be added). To accept cheques, money orders, electronic payments, wire transfers or other form of payment acceptable to Net Trans in its sole discretion.
- (ii) Endorse in Net Trans name any cheque, money order, or other instrument payable to Travel Agent for commissions owing from Service Provider;
- (iii) Collect information and data from Service Providers relating to reservations, commissions, and any other data applicable to the determination of commissions due and owing from Service Providers to Travel Agent;
- (iv) Issue notices, but not legal action, to Service Providers requesting information from Service Providers with respect to commission Net Trans, in its sole discretion, believes were underpaid.
- (v) Take such other steps in connection with (i)-(iv) that Net Trans may deem necessary and proper and in the name of Travel Agent with the same effect as if such receipts, release or discharges were executed by Travel Agent directly

Net Trans’ authority under this Power of Attorney may be exercised by any officer of Net Trans that is properly authorized to take such action on behalf of Net Trans. Net Trans shall at any time and for any reason have the power to appoint, either as a substitute for it or to perform some or all of the powers conferred upon it, a successor or affiliated entity or a substitute attorney who shall have such powers herein granted, and the powers delegated and referenced herein shall be conferred upon such substitute by Net Trans.

Date: _____ (Travel Agent)

Signature _____

Name: _____

Title: _____, duly authorized

**Hotel commission
Payment instruction**

Travel Agency legal name: _____
Street address: _____
P.o. Box: _____
Zip Code: _____
City: _____
Country: _____

The Travel Agency instructs WPS – Worldwide Payment Systems SA, to reroute the consolidated booking data information and the payments for all bookings concerning all our IATAs (see attachment) to Net Trans Services AS once a month. The Travel Agency agree that by sending the money to Net Trans Services, WPS fulfills its commitment to pay the final receptor stipulated in the agreement between WPS and its associated hotels. WPS is free of any responsibility once the money is sent to Nettrans and received by them.

The instruction is valid until a specific request to stop the re-routing by the Travel Agency is received by WPS Network.

Date

(Authorized signature)

(Print name)

Attachment: IATA list (or write your IATA numbers here):

PLEASE SIGN AND RETURN THIS DOCUMENT IN ORDER TO COMPLETE THIS REQUEST:

WPS Network
Att: Dori Carbajo
Torneo, 72
41002 Sevilla.
Spain

support@wpsnetwork.com

PEGASUS AUTHORISATION

By ticking the applicable box below, Commission Payee (as identified below) hereby directs Pegasus Solutions, Inc. and its subsidiaries (collectively, "Pegasus") to perform the following task(s):

Deliver to Net Trans Services AS, Tonsberg, Norway ("Net Trans"), all amounts that Pegasus would otherwise distribute to Commission Payee as compensation paid by third parties for services performed by Commission Payee ("Commissions").

Deliver to Net Trans the applicable *future* booking data of Commission Payee for the sole purpose of enabling Net Trans to reconcile/determine the Commission owed to Commission Payee attributable to such Data. "Future" booking data means booking data generated by Commission Payee after the date set forth below.

Deliver to Net Trans the applicable *historical* booking data of Commission Payee for the sole purpose of enabling Net Trans to reconcile/determine the Commission owed to Commission Payee attributable to such data. "Historical" booking data means booking data generated by Commission Payee for a period of thirteen (13) month immediately preceding the date set forth below.

Commission Payee hereby:

(a) agrees that Net Trans is not an affiliate, agent, partner, joint venturer or representative of Pegasus with respect to the above task(s) performed by Pegasus;

(b) agrees it has the authority to direct Pegasus to provide, and the right to receive, the booking data (if Commission Payee has selected such option above);

(b) releases Pegasus from any liability for: (i) the delivery of the Commissions and/or booking data to Net Trans, including any liability arising under or relating to any agreement between Commission Payee and Pegasus for such delivery; or (ii) any act or omission of Net Trans with respect to the Commissions and/or booking data delivered by Pegasus to Net Trans;

(c) directs Pegasus to continue to deliver Commissions and/or booking data (as the case may be) to Net Trans until Pegasus' actual receipt, at the following address, of written notice from Commission Payee to cease delivery (however, Commission Payee understands that it might take several billing cycles for Pegasus to comply with written notice to cease the delivery of the Commissions to Net Trans):

Pegasus Solutions, Inc.
8350 North Central Expressway, Suite 1900
Dallas, Texas 75206
U.S.A

Name of Commission Payee

Pegasus Payloc Number

Signature

Printed Name

_____ Title

Date (COMMISSION PAYEE MUST DATE THIS DOCUMENT OR THE AUTHORISATION WILL BE INVALID)