GTS USER AGREEMENT

THIS AGREEMENT is dated on even date of account activation hereof.
BETWEEN:

(1) _____, **("Party A")**, a company incorporated in _____.

(2) **M A International FZ LLC (Multiairlines) ("Party B")**, a company incorporated in Compass Building, Al Shohada Road, Al Hamra Industrial Zone-FZ, Ras Al khaimah, UAE ; each a "Party" and together the "Parties".

BACKGROUND:
WHEREAS,

1. "Party B" is providing Document Distribution services for Airlines, to facilitate flight ticketing through its GDS Ticketing system (GTS);
2. "Party A" is engaged in the business of air ticketing and wishes to create customer value for its customers by providing flight bookings in its local market, through its GDS selling platforms.
3. "Party B" owns and holds the intellectual property rights for GTS system.
4. "Party A" wishes to procure a limited, non-exclusive, non-transferable and non-sub licensable access to the GTS platform.
5. "Party B" has agreed that it will provide GTS system to be downloaded and installed by the "party A" on the terms and conditions set out hereunder:

AND WHEREAS, the "Parties" have agreed to enter into this Agreement on such terms and conditions as set forth herein and in the appendixes of this Agreement. All appendixes to this Agreement shall be an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.

IT IS AGREED:
1.   DEFINITIONS

In this agreement, the following words, expressions and/or abbreviations shall have the following meanings, unless the context otherwise requires:

1.1   **"Agreement"** means all terms and conditions mentioned;

1.2   **"Agreed Currency"** means the currency in which the settlement is made;

1.3   **"ADM"** means Airline Debit memo

1.4   **"Content"** means all necessary data and information relating to "Party B" (including, without limitation, pricing and route information) provided to or accessed by, or on behalf of, "Party A" which "Party A" requires carrying out the Services;

1.5   **"Effective Date"** means the date "Party A" formally starts to generate data from "Party B" via dedicated PCC ;

1.6   **"End User"** means a user of the Site of "Party A";

1.7 **"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) For, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

1.8 **"Result Set"** means the data set provided to the End User by "Party A" in response to a Search Query submitted to the Site interface of "Party A" as set forth in this agreement. A Result Set may include but is not limited to: core search results, branded or text sponsor advertising links; or any other advertising which may be introduced from time to time, including pricing and other hyperlinks;

1.9 **"Search Query"** means a search request carried out on Galileo PCC by "Party A";

1.10 **"Services of 'Party A'"** means the services to be provided by "Party A" in accordance with the terms of this agreement.

1.11 **"Supported Languages"** means the languages available in production through the Site of "Party A" together with such additional languages as "Party A" may advise from time to time;

1.12 **"Suppliers"** refers to airlines who operate services for carrying passengers by aircraft or third-party airfare distribution and ticketing services providers.

2.   PROVISION OF SERVICES

Obligations of "Party A"

2.1 "Party A" will utilize the GTS system of "Party B" to issue, re-issue and refund tickets.

2.2 "Party A" will utilize the GTS system to issue ticket of Airlines where:
  2.2.1 The airline is not available in the country-of-sale
  2.2.2 When the origin of travel is not in the country-of-sale.

2.3 "Party A" Will maintain deposit sufficient to cover the ticketing requirements and will not pursue credit due to any situations. "Party B" shall have the right stop ticketing where deposit is not sufficient to issue or reissue the tickets.

2.4 "Party A" shall safeguard the GTS system from potential abuse and misuse by its staff members or third parties.

2.5 "Party A" understand and accept that the service charge for fresh tickets will be included in the airfare stored in PNR.

2.6 "Party A" understand and accept that the service charge for re-issue and Refund will be charged at the time of process as per clause 4.2.

2.7 "Party A" shall utilize the GTS system to calculate the penalty and fare difference, if any, prior to submitting request for re-issue.

2.8 "Party A" shall check the tickets issued in the GTS system for any anomaly related to fare and Baggage. Escalate it to "party B" for immediate rectification.

2.9 "Party A" Shall create booking in accordance with airlines booking policy. Any ADM issued by airlines for violation of booking policy will be sole responsibility of "Party A" to settle and clear all ADMs. Incase of ADM raised for ticketing, "Party B" shall be responsible to clear and settle with their supplier.

Obligation of "Party B"

2.10 "Party B" will provide the GTS system of "Party A" to issue tickets, re-issue tickets and refund tickets.

2.11   "Party B" shall provide login access to the online reporting system to "part A" to view their transaction and updated financial statement

2.12   "Party B" will ensure any system changes will be notified and communicated in advance to "Party A" for any changes needed.

2.13   "Party B" Shall provide updated email and whatsapp contact details for "party A"

3.   TOP UP PAYMENTS

3.1   "Party A" shall make a pre-payment of Top up amount, to cover the ticketing requirements, as a deposit to "Party B" by bank transfer or card payment. Direct cash deposit is not permitted and will NOT be added to TOP UP. All the fees and fares will be deducted directly from the deposit balance.

CURENCY: USD **ACCOUNT NAME-MA INTERNATIONAL FZ LLC** **BANK-CITI BANK** **IBAN NUMBER- AE68021100000160133244** **BRANCH-AL WASL (DUBAI, UAE)** **SWIFT CODE-CITIAEAD**	**CURENCY: AED** **ACCOUNT NAME-MA INTERNATIONAL FZ LLC** **BANK-CITI BANK** **IBAN NUMBER- AE15021100000160133228** **BRANCH-AL WASL (DUBAI, UAE)** **SWIFT CODE-CITIAEAD**
CURENCY: AED **ACCOUNT NAME-MA INTERNATIONAL FZ LLC** **BANK- EMIRATES NBD BANK** **IBAN NUMBER- AE080260001015872052001** **BRANCH- SHJ 23125** **SWIFT CODE- EBILAEAD**	**CURENCY: USD** **ACCOUNT NAME-MA INTERNATIONAL FZ LLC** **BANK- EMIRATES NBD BANK** **IBAN NUMBER- AE160260001025872052002** **BRANCH- SHJ 23125** **SWIFT CODE- EBILAEAD**

3.2   The deposit amount will be converted as per the Bank exchange rate prevailing in the market on the date of deposit and the deposit will be maintained in USD currency

3.3   "Party A" shall have the option to make a deposit payment in USD using credit card. "party B" will credit the amount into the deposit account after deducting the bank charges(3%)

3.4   Should the deposit amount be less than the ticketing amount, "Party B" reserves the right to stop ticket issuance.

3.5   "Party B" will provide user access to "Party A" to access transactions report and statements

3.6   If there's any dispute in settlement amount, "Party A" shall make a claim to "Party B" within 3 working days after receiving billing statement. Both parties shall verify the debatable amount again and reach final agreement.

3.7   Refund amount will be displayed in the online statements. Voluntary refund will be returned to the deposit balance of "Party A" within 14 days after airlines change the coupon status to 'REFUND'. Involuntary refund which needs the approval of airlines will be returned to "Party A" within 30 days after "Party B" receives refunds from the Suppliers.

4.   SERVICE FEE

4.1   In providing air ticket reservation services to "Party A", "Party B" will charge below service fees:

   4.2   The standard service fees of "Party B" are as below:
   - Ticketing Service Fee(Automated): Included in the quoted Airfare
   - Reissue and Refund Service Fee (Manual): USD 10 per ticket.
   - Voiding Service Fee(Automated/Manual): USD 5 (first 5 FOC)
   - After office hours manual support: USD 20 per passenger/enquiry

   4.3   Service fee levels may revise from time to time based on negotiation and mutual agreement.

5.   LOOK TO BOOK RATIO

5.1   "Party A" will ensure look to book ratio is properly managed and is responsible for any fees charged by GDS.

6.   NON-DISCLOSURE AGREEMENT (NDA)

6.1   "Party A" and "Party B" shall sign a Mutual Non-Disclosure Agreement separately, If required.

7.   CONFIDENTIALITY

7.1   Proprietary information disclosed under this agreement, including, but not limited to the existence and content of this agreement, shall be considered "Confidential Information". Each Party undertakes to keep the other Party's Confidential Information confidential and shall not:

   7.1.1   Use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this agreement; or

   7.1.2   Disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this agreement.

7.2   Each Party may disclose the other Party's Confidential Information to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this agreement and as may be required by law, court order or any governmental or regulatory authority.

7.3   For the purposes of this Agreement, the Parties agree that Confidential Information shall not include any information which:

   7.3.1 Was in the lawful possession of the receiving party prior to its first receipt thereof from the disclosing party as evidenced by written records; or

   7.3.2 Is after its receipt by the receiving party from the disclosing party independently received by the receiving party in good faith from a third party having the right to disclose the same who did not receive it directly or indirectly from the disclosing party with restriction on its use as evidenced by written records.

   7.3.3 Is or becomes (through no act or failure to act on the receiving party) public knowledge as evidenced by printed publication or otherwise.

8.   DATA PROTECTION

8.1   Notwithstanding any other provision of this agreement, in exercising its rights and performing its obligations under this agreement the Parties shall, to the extent necessary, at all times comply with the Data Protection related laws and regulation enforced in UAE.

8.2   Where, in performance of its obligations under this agreement, "Party B" processes personal data as a data processor on behalf of "Party A" then in relation to such personal data the Customer shall:

   8.2.1 Act only on and at all times complies with the instructions of "Party A";

   8.2.2 At all times take all appropriate technical and organizational measures against unauthorized or unlawful processing of such personal data and against accidental loss or destruction of, or damage to, such personal data.

9 INTELLECTUAL PROPERTY

Rights of "Party B"

9.1 "Party A" acknowledges that "Party B" owns or has license to use all Intellectual Property Rights in Brands, the Content of "Party B" and the information that is provided to End Users on Site of "Party A".

9.3 "Party B" hereby grants "Party A" a non-exclusive and non-transferable license to use Brands of "Party B" in connection with the provision of the Services.

10 TERM AND TERMINATION

10.1 The term of this agreement shall commence date agreed below for one year. Upon expiry, the agreement shall auto renew unless written notice from either party.

10.2 The agreement shall enforce and base on UAE Law.

10.3 Either Party may, without cause, suspend performance and/or terminate this agreement by providing at least 30 calendar days' written notice to the other Party. Prior to termination by either Party. Parties with the intention of terminating the agreement will make all reasonable best efforts to share any concerns and explore possible corrective actions to maintain a mutually beneficial partner relationship.

Signed by its duly authorized representative for and on behalf of MA International FZ LLC (**multiairlines**)

Clifford C

_____

Clifford Christopher, CEO

Girish

_____

Girish Govindani, Finance

Signed by its duly authorized representative for and on behalf of "part A"

_____

Signature   / Stamp

Appendix I - Service Level Agreement (SLA)

No.	Items	Specific Task	SLA
1	Reissue processing	Start to proceed ticketing requests of "Party A" and response within the agreed SLA.	First response time = 1 hour (During service hours)
2	Refund Processing	Reply via email for refund request with expected time line.	First response time = 1 hour (During service hours)
3	Response to other queries	Every time "Party A" contact "Party B", it must be answered within the agreed SLA.	First response time = 1 hour (During service hours)

Services provided by "Party B" to "Party A".

    a. Reissue Tickets
- i. "Party B" will process reissuance of tickets within 2 hours during service hours upon receive requests from "Party A".
  Service Hours for Ticketing Service (GMT+4): 9 am to 6 Pm
- ii. "Party A" shall change the booking as required, check the penalties and ADC prior to submitting request for reissue using entry #GTS#REISSUE.

    b. Refund Tickets
- i. "Party A" agrees that all tickets issued are subject to the cancellation policy set out in the booking details, dictated by the Suppliers.
- ii. "Party B" will proceed "Party B"'s refund requests to the Supplier within service hours. Refund time depends on the processing time taken by the Supplier.
- iii. "Party B" will advice on penalty fees and service fees. Final refund amount shall depend on the actual amount refunded by the Suppliers.
- iv. "Party B" is responsible for coordinating with Suppliers to receive payment at the earliest, subject to Suppliers' requirements and final approval.