

GDS Sales Agreement (Seekom) between
reconline AG, Zermatt, Switzerland (reconline) and

Hotel Name

City

Country (Hotel)

The attached "reconline / basic agreement" is a supplement to and component of this agreement.

1. reconline_GDS

By signing this agreement, Hotel shall connect via reconline to the Global Distribution Systems (GDS) Amadeus, Sabre, Galileo and Worldspan through which 450,000+ travel agents around the world make their hotel Bookings.

2. Duration

This agreement is concluded for the period of one year. It will extend automatically for a further year unless cancelled by either Hotel or reconline at the latest 90 days in advance of expiry.

3. Cost

- One-off set-up charge: not applicable / free of charge
- Annual connection charge: NZD 105.- / EUR 60.- / AUD 94.- / GBP 54.-
- Booking commission of 7% of the booking's value plus NZD 13.75/ EUR 7.95 / AUD 12.45 / GBP 7.20 per booking (GDS transaction charge).

Please note that a travel agent's commission of 10% applies to GDS bookings.

The cost of automated bank transfers for travel agents' commission payments via reconline is already included in the GDS transaction charges named above. reconline retains the right to charge the annual increases in GDS transaction fees to Hotel (maximum annual increase: 10%).

4. Payment modalities

Booking commissions, GDS transaction fees and the travel agent's commission will be billed to Hotel once a month and are payable within 10 days. Once a month, reconline shall send Hotel a list of bookings with check-out dates for the preceding month as a basis for billing. Any alterations (cancellations, premature check-out) must be reported to reconline within eight days.

5 Responsibilities

- reconline is only responsible for the technical transmission of reservations from the distribution systems to Hotel;
- Proof of a correct reservation message transmission via email is given when reconline's email transmission log shows that the email was transmitted without error.

In the event of a connection via interface (Channel Manager, PMS) the interface partner shall be responsible for the correct collection of the booking.

- The contract for accommodation is concluded between the user of the reservation system (guest, company, travel agent) and Hotel; reonline is not a partner to contracts for accommodation.
- Hotel decides which securities (guarantees and cancellations) it requires in the distribution systems and which general information it makes available to GDS.
- The responsibility for verifying credit card numbers (reservation guarantee) lies exclusively with Hotel; reonline recommends verification prior to the guest's arrival as a preventive measure against "No-Shows".

The parties have put this agreement into effect on

Date:

.....

Date / Signature (Hotel)

Date:

.....

Date / Signature (reonline)

Sales Agreement (Seekom) between
reconline AG, Zermatt, Switzerland (reconline) and

Hotel Name

City

Country (Hotel)

This basic agreement is a component of and supplement to the individual service agreements concluded between Hotel and reconline and that are attached to this basic agreement.

1. Liability

Neither party to the contract is liable for direct, indirect or immaterial damage, for compensation for costs arising from contract fulfillment, for punitive damages or consequential damages - including, but not limited to, loss of data or loss of profit- insofar as these damages result from the use of the licensed material or from the inability to use it, regardless of the reason.

reconline works with all due diligence at supplying its software and services correctly and in accordance with the current state of the hotel industry and to provide all of the information on its websites correctly to the best of its knowledge.

However, Hotel understands and expressly agrees that reconline does not and cannot make any guarantees or warranties, either explicitly or implicitly, with regard to its products or services. This applies to, but is not limited to, marketability, suitability for a specific purpose or use,

exactness or completeness of the information or data used or disseminated by reconline, uninterrupted service or error-free functionality.

2. Force majeure

Neither party shall be liable for damages if it is unable to fulfill its contractual obligations or can only do so with delay for reasons beyond its control. These reasons include, but are not limited to, force majeure, interventions by the state, and / or any other event that by all reasonable judgment can be deemed to be beyond the control of the party whose contractual performance is affected by the event.

3. Partial Invalidity

In the event a stipulation of this agreement should prove to be invalid, impermissible, unenforceable or incompatible with state law this shall not have any influence or impeding effect whatsoever on the validity, legal permissibility and enforceability of the remaining stipulations.

4. Completeness of the agreement

This agreement and its supplementary individual agreements represent the entire agreement between the parties with regard to the contract subject-matter; it renders all preceding correspondence, understandings and agreements concerning the contract subject-matter,

whether oral or in writing, null and void. All changes and amendments to this agreement must be made in writing and signed by both parties.

5. Standard Operational Procedures (SOPs)

The SOPs of reonline apply as a basis for the operational collaboration between Hotel and reonline.

6. Place of fulfillment/jurisdiction/applicable law

This agreement is subject to Swiss law. The place of jurisdiction for disputes arising from this contract is Zermatt

The parties have put this basic agreement into effect on

Date:

.....

Date / Signature (Hotel)

Date:

.....

Date / Signature (reonline)