



AGENT PORTAL AGREEMENT

Transavia Airlines C.V., a limited partnership ("Commanditaire Vennootschap") organised and validly existing under the laws of the Netherlands, with its registered office at Westelijke Randweg 3, 1118 CR Schiphol, herewith represented by its sole managing partner Transavia Airlines B.V., hereafter "transavia.com".

AND:

[agency] organized and validly existing under the laws of
[country], with its registered office at
[address], [zipcode and city],
[country], hereafter "[name].....".

WHEREAS:

- transavia.com is an airline which operates flights to various destinations within Europe and the Mediterranean.
- transavia.com distributes tickets for her flights via her website and transavia.com has developed an Agent Portal which allows business partners to make a direct link to the transavia.com booking availability, in order to make bookings without the use of the front end of the website.
- [name]..... has expressed the desire to have access to said Agent Portal to distribute transavia.com inventory.
- Parties have discussed the possibilities of the use of the Agent Portal by [name]..... Parties have reached agreement on the term and conditions under which [name]..... can have a license for the use of the Agent Portal.



IT IS AGREED AS FOLLOWS:

- The Agent Portal agreement starts at [date] of [month]....., 2009 and is valid for an indefinite period.
- After the elapse of each season (Summer season: 1st of April up to and including 31st of October; Winter season: 1st of November up to and including 31st of March) parties will have an evaluation moment. Both parties will then have the right to terminate the agreement by written notice to the other party, taking into account a notice period of one month.
- In case [name]..... does not comply with the 'conditions of use', transavia.com has the right to discontinue [name].....'s use of the Agent Portal without any notice period and without being liable for any damage. [name]..... will be liable for the costs and damage incurred by transavia.com.

The following appendices shall apply to and form an integral part of the underlying agreement:

- The Conditions of Use for transavia.com Agent Portal (appendix A)

IN WITNESS whereof, the parties hereto have executed this agreement.

Date:

Date:

Place:

Place:

Transavia Airlines C.V.

[name].....

By: Rob van Dam,
VP Business to Business

By: _____



Conditions of Use for transavia.com Agent Portal

Appendix A

General information

The use of the transavia.com Agent Portal (hereinafter referred to as “**Agent Portal**”) is subject to these Conditions of Use. As a Business Partner you have been issued a non-exclusive licence by transavia.com for use of the Agent Portal.

From time to time transavia.com may change these Conditions of Use, in which case the Business Partner shall be bound by these changes. With regard to important changes transavia.com will inform the Business Partner in advance.

Licence for use

In order to gain access to – and to be able to use – the Agent Portal, transavia.com will issue a personal and unique user name and password to the person authorised to represent the Business Partner. These are strictly confidential and the Business Partner will bear the responsibility and the risk of keeping them.

The Business Partner is not permitted, unless written approval is granted by transavia.com, to sub-license the Agent Portal to any third parties in any way. The Business Partner shall therefore not be permitted to allow any third party to use Agent Portal and the Business Partner shall warrant transavia.com that no telephone numbers, access codes, user profiles, passwords, etc., which are required for making the use of Agent Portal possible, are disclosed to any third party.

The Business Partner shall warrant transavia.com that its system is suitably protected as much as possible against misuse in accordance with currently common techniques.

The licence for the Agent Portal excludes the Business Partner from contracting allotments on the scheduled service destinations of transavia.com, and use these allotments for retail purposes.

Products and fares

By using the Agent Portal the Business Partner is granted direct access to the available inventory, which is distributed by transavia.com via its own business channels. It allows the Business Partner to book seats for its customers without using the transavia.com website.

Booking via the Agent Portal is possible up to 2 hours before departure of the flight in question.

Fares that are available to the Business Partner will be transavia.com web fares. The Business Partner will not publish any other fares to the public than these. These fares are the fares that will be charged to the customer.



Booking via the Agent Portal

The Business Partner is responsible for the booking process of bookings made via the Agent Portal until the booking has been confirmed.

The transavia.com flights sold via the Business Partner are subject to the General Conditions of Carriage of transavia.com, which can be found on www.transavia.com.

In its booking process, the Business Partner must inform the customer that these General Conditions of Carriage of transavia.com apply, as well as the location in which they can be found. General conditions of Carriage should be offered to the customer in English.

For business via the internet, the Business Partner should, in addition to the above, also include a link to these General Conditions of Carriage in the booking process before the agreement is concluded, and it should also ensure that the passenger explicitly agrees with the fact that they apply.

The fulfillment of the confirmed booking, including any changes to and/or cancellation – by passenger - as well as possible complaints flowing forth from said bookings shall be dealt directly with transavia.com by means of the transavia.com call centre or website and/or transpartner. The Business Partner shall ensure that the passenger is aware of the fact said changes / cancellations and / or complaints must be directed at the transavia.com call centre or website and/or transpartner in accordance with the General Terms and Conditions of Carriage.

After the booking has been made by the customer, the customer will receive a booking confirmation from the Business Partner. This includes both the shortened EU notice ex article 6, paragraph 2 of EC Regulation 889/2002 and the statement that the General Conditions of Carriage of transavia.com apply.

The Business Partner shall ensure that the confirmation issued to its customer states the correct transavia.com pricing and any surcharges charged by the Business Partner separately and includes a transavia.com logo, which is clearly visible.

On Hold booking

The Business Partner has the possibility to place an 'on hold' booking. The 'on hold' option gives the agent time to assemble a package for the customer. The purpose is not to block seats. If transavia.com has any suspicion as to the abuse of the 'on hold' option (e.g. for purposes of blocking seats), transavia.com has the right to switch off the 'on hold' functionality or terminate this agreement.

By using the 'on hold' option, the booking will be saved for 4 days for the rate as stated at that moment. The Business Partner has 4 days to confirm or cancel the booking. After 4 days the On Hold booking will be cancelled automatically and the Business Partner has no rights to any claims.



Payment

Bookings or reservations shall not be valid unless the ticket fare, including – if applicable – taxes, levies, charges, increases and the like have been paid for in full.

Payment shall be made either via credit card, or any other payment method that is available and accepted by transavia.com at the time of payment. Forms of payments accepted from the Business Partner will be detailed in the commercial part of the agreement. Depending on the payment method selected, transavia.com shall charge a credit card fee or an administration fee for each booking.

The Business Partner shall undertake all possible efforts to limit the amount of credit card charge backs to a maximum of 0.5% of the total amount of monthly bookings made. Exceeding this amount can be grounds for transavia.com to disable the Agent Portal connection.

Internet Check-in E-mail

transavia.com shall send an e-mail concerning the possibility of internet check-in 24 hours prior to departure of the flight. The Business Partner shall forward said e-mail to the passenger immediately after having received said e-mail from transavia.com. transavia.com keeps the possibility of discontinuing such additional services at all times.

Changing of flight schedules and cancellation

Any changes to the flight timetable or cancellations shall be reported to the Business Partner by the transavia.com call centre or via e-mail and/or transpartner. This shall be done for each specific booking. The Business Partner shall ensure that any changes are reported to the customer within 24 hours of receipt.

Any consequences of failed or late notification of the customer about this possible change or cancellation shall be at the expense and risk of the Business Partner.

Personal details

transavia.com shall only use the (personal) details, of which it is made aware via the bookings made with this Agent Portal, to perform the agreement with the passenger in question.

Intellectual property

All rights relating to the transavia.com logo and the brand names "Transavia" and "transavia.com" are held by transavia.com.

The Business Party has the responsibility to use the brand and company name "transavia.com" consistently in all communications.

Disabling the connection

transavia.com shall be entitled to disable the use of the Agent Portal by the Business Partner and/or the individual User at any time if it believes that the Business Partner and/or the individual User is not complying with the provisions of these Conditions of Use and/or that the system is being used improperly. transavia.com shall notify the Business Partner of its intention to disable the use of the Agent Portal in writing.

**Disclaimer**

transavia.com excludes all liability for any direct and/or indirect loss, regardless of its nature, that may occur as a result of and/or in connection with the use of Agent Portal, or as a result of any temporary failure to access the Agent Portal.

The storage and transmission via the internet of the data of the Business Partner and the personal details of the customer in question are protected by currently common techniques, as a result of which the data traffic is protected as much as possible. However, transavia.com cannot guarantee that no flaws are present in this respect.

Even though transavia.com has taken and will take the utmost care during the construction, maintenance and securing of Agent Portal, it cannot guarantee the absence of errors and inadequacies, and transavia.com cannot accept any liability with regard to this. As a result of this, transavia.com cannot guarantee that Agent Portal will function without errors or that no flaws are present in Agent Portal and/or the servers connected to it.

Applicable law

The use of Agent Portal as well as these Conditions of Use shall be governed exclusively by Dutch law.

All disputes with transavia.com that may arise as a result of the use of Agent Portal – regardless of its nature – shall be subject to the jurisdiction of the competent court in Haarlem, unless transavia.com prefers to subject the dispute to the jurisdiction of another court with normal jurisdiction, either in the Netherlands or abroad.

Transavia Airlines C.V.
Schiphol, June 2008