This Travel and Stay Management Agreement ("Agreement") is made and entered into effective April 1, 2021 (the "Effective Date") by and between Adoga Global LLC with its principal place of business at Parkway North, Deerfield, IL 6001 5 ("Client" or "ADOGA") and DTDC Travels USA LLC, with its principal place of business at 8 - Concourse Parkway NE, Atlanta, Georgia 30328 ("DTDC TRAVELS Travel" or "Supplier"). Adoga and DTDC Travels hereinafter solely or collectively, as applicable, referred to as the "Party" or the "Parties".

### 1. APPOINTMENT AND SCOPE OF SERVICES

- 1.1 Client hereby appoints DTDC Travels as its exclusive travel management company in those countries set forth on Exhibit A, Participating Countries. Any additional countries not listed in Exhibit A may be included in this Agreement by a mutually agreed upon a written amendment to Exhibit A, or upon their agreement and execution of a relevant Companion Agreement ("Participating Countries"). Subject to the terms of this Agreement, DTDC Travels will provide travel management services for Client and those of its divisions, subsidiaries, and affiliates ("Client Company/ies") situated in one of the Participating Countries directly or indirectly through DTDC Travels's divisions, subsidiaries, affiliates, licensees, subcontractors, or other members of the DTDC Travels network (hereinafter "Partner/s") situated in one of the Participating Countries.
- 1.2 DTDC Travels will provide travel management services and consultation related to Client's travel program, including, but not limited to, the booking of airline and rail tickets, hotel accommodations, rental car accommodations, online fulfilment, and any related services for domestic and international travel (the "Services") to persons who may or do utilize, or who are otherwise the subject of, any of the Services from time to time, for or on behalf of Client and the Client Companies ("Travelers"). Services to be provided on a global basis are referenced on Exhibit B, Global Services. The Parties may establish specific terms and conditions relevant to the performance in each Participating Country in a Companion Agreement; it being understood that the Companion Agreements shall only state the financial and commercial terms and conditions that differ from or supplement this Agreement as well as any mandatory legal terms needed in the relevant Participating Country. Except where prohibited by

applicable/local law or expressly agreed otherwise between the Parties in writing, (a) the terms and conditions of this Agreement shall apply to each Companion Agreement; (b) in the event of conflict between the financial and/or commercial terms and conditions of a Companion Agreement and this Agreement, the financial and/or commercial terms and conditions of the Agreement shall control; and (c) in the event of conflict between the legal terms and conditions of a Companion Agreement and this Agreement, the legal terms and conditions of this Agreement shall control. A template form of the Companion Agreement is attached to this Agreement as Exhibit K, Companion Agreement Template.

3. This Agreement is effective from the Effective Date and shall continue in full force and effect for a period of five (3) years. The term will renew automatically for an additional sixth year if Client realizes more than 100,000 annualized airline transactions during the sixth contract year.

Commencement of Services for all Participating Countries shall be determined by the Parties and included in each Companion Agreement.

### **TERMINATION**

**Strictly Confidential** 

3.1 If either Patty conducts a breach of any of its material obligations specified in this Agreement or any Companion Agreement (including payment obligations), the non-defaulting Party may give written notice to the defaulting Party specifying the nature of the default, and if such default is not remedied, or substantial efforts are not made to remedy such default, within thirty (45) days from the receipt of such notice, then the non-defaulting Party shall have the right to terminate this Agreement or the Companion Agreement by written notice with immediate effect. If the material breach relates solely to obligations under a specific Companion Agreement, then only such Companion Agreement may be terminated in accordance with the terms herein and the other Companion Agreements and this Agreement shall continue in full force and effect. In the event of such a termination, DTDC Travels shall have the right to replace the Services under the applicable Companion Agreement with an alternative provider

providing an equivalent or better level of service within sixty (60) days. If DTDC Travels fails to replace the provider to Client's reasonable satisfaction within a reasonable period, Client will have the right to appoint and contract with a replacement travel service provider within the Participating Country.

- 3.2 This Agreement will automatically terminate if and when (a) ADOGA or Supplier disposes of all or a material part of its assets, (b) ADOGA's or Supplier's liabilities exceed the value of its assets, (c) ADOGA or Supplier admits publicly its inability to pay debts when due, or (d) ADOGA or Supplier makes an assignment for the benefit of its creditors.
- 3.3 Unless otherwise agreed between the Parties and expressly stated in the respective Companion Agreement, Companion Agreements shall be coterminous with this Agreement. Any Companion Agreement may be terminated in accordance with the terms of this Agreement and any such termination shall not result in the cancellation or termination of this Agreement or any other Companion Agreement.
- 3.4 Upon expiration or termination of this Agreement, (i) Supplier shall, if requested in writing by ADOGA and agreed to by Supplier, continue to provide Services under this Agreement for a transition period up to 12 months, provided that ADOGA continues to pay for such Services on a timely basis; and (ii) Supplier shall cooperate in good faith with ADOGA to transfer supply to another supplier, in accordance with standard industry practices. Notwithstanding the foregoing, DTDC Travels may, but shall not be required, to provide transition services if this Agreement is terminated by DTDC Travels due to a breach of this Agreement by ADOGA.

# 4. FEES AND INVOICING

4 .1 In consideration of the provision of Services, Client shall pay Third Party fares/ costs (Third Party Fees) and DTDC Travels fees ("Fees") described in Exhibit E, Global Financial Terms. For clarity, Fees will be paid by each Traveller at the point of sale via credit card. Where agreed in a Companion Agreement, Fees will be invoiced and prepared locally. Such invoices shall be paid by Client within sixty (60) days after receipt of a c01Tect invoice unless different payment terms are outlined in a Companion Agreement and/or in the Fee schedules in Exhibit F. Interest

on undisputed balances which remain delinquent for two or more consecutive months in a twelve-month period shall accrue at the rate of two percent (3%) per month. In the event of a delinquent invoice the following process will apply:

DTDC Travels will contact local ADOGA entity to secure payment and ale1t Procurement regional leads and DTDC TRAVELS regional account manager

If payment is still delayed, it is escalated to DTDC TRAVELS Global Account Manager & ADOGA Global Procurement contacts

The relevant ADOGA entity in-country shall send payment to Supplier in the currency specified on Exhibit F.

The fees constitute Supplier's complete compensation and may not be modified except as provided herein (no modifications may be applied retroactively). ADOGA shall not be responsible for any other

fee or expenses, other than Third Party Fees and Expenses (Third Party Fees and Expenses shall mean those fees and expenses incurred by Supplier as pm1 of the Services, e.g. fees for hotels and airfares for the benefit of a ADOGA Traveler), unless it specifically authorizes them in writing or is authorized in this Agreement.

- 4.2 ADOGA shall reimburse Supplier only for the types of direct expenses listed in this Agreement or approved in advance in writing by ADOGA. Jn the event that ADOGA is providing such reimbursement, Supplier shall bill such expenses at its cost, without mark-up or indirect taxes. Supplier shall list such expenses on its invoice and provide substantiation if requested in writing by ADOGA.
- 4.3 Supplier shall submit invoices in accordance with Exhibit E, to the address and relevant ADOGA entity a specified in such Exhibit and local ADOGA entities shall adhere to these Agreements. Supplier shall use ADOGA's electronic ordering and invoice system and receive payment from ADOGA electronically, if available. ADOGA may request Supplier to register with a third-party to receive electronic payment. If ADOGA requests duplicate invoices, Supplier shall clearly mark them "fILE COPY." Invoices more than 6 months late may be subject to set-off or rejection by ADOGA.

Supplier shall obtain and pay for all necessary equipment, labor, licenses, permits, authorizations, raw

materials, and supplies necessary to perform under this agreement, unless specified in Exhibit E or in a Companion Agreement.

- 5. TAXES
- 5. 1 Fees mentioned in this Agreement are exclusive of all taxes.
- 5.2 Transaction Taxes. Client shall be liable for all applicable transaction taxes in connection with the Services and deliverables provided under this Agreement. Transaction taxes include but are not limited to sales tax, excise tax, value added tax (VAT), goods and services tax (GST), consumption tax, and/or any other tax similar in nature to the aforementioned taxes which DTDC TRAVELS

Travel is obliged to charge in addition to the fee as mentioned in Section 5. 1 in line with local tax laws. DTDC Travels shall list transaction taxes on the invoice in accordance with the local applicable tax law and such amounts will only be payable upon receipt of a valid and compliant tax invoice. DTDC Travels shall not charge transaction taxes if Client provides a transaction tax exemption certificate granted by local taxin g authorities. However, if the tax authorities subsequently detenning that DTDC Travels should have charged such transaction taxes, Client shall make the required payment, including any related interests, levies and penalties only to the extent that such taxes were not charged pursuant to a tax exemption certificate provided by Client.

5.3 Withholding Taxes. Client may withhold withholding taxes as applicable to the country of invoicing on the amounts payable to DTDC Travels ifrequired by local tax law. DTDC Travels and Client agree to assist each other in claiming exemption from such deductions or withholding taxes. Client shall not withhold any withholding taxes or withhold a reduced amount of such taxes on the amounts payable to DTDC Travels if DTDC Travels submits to Client an appropriate ce11ificate of exemption from withholding tax or a ce11ificate of reduced withholding, as required by the applicable tax Jaw or treaty. Client shall remit the withholding taxes to the relevant authorities and shall provide an appropriate certificate of withholding for the amounts

withheld, a copy of the withholding tax return filed or any other evidence in such format and within such time frame as may be reasonably required by DTDC Travels to file a claim for a tax credit. If the tax authorities subsequently determine that Client should have withheld additional withholding taxes and these withholding taxes were not paid by the client due to DTDC Travels's fault, DTDC Travels shall pay such taxes as required by the authorities after Client provides DTDC TRAVELS

Travel with the underlying documentation required by DTDC Travels to file a claim for a tax credit. In such case, DTDC Travels shall bear all interests, levies and penalties. If Client does not withhold withholding taxes due to its own fault which should indeed have been withheld, DTDC TRAVELS

Travel shall pay such taxes as required by the authorities after Client provides DTDC Travels with the underlying documentation required by DTDC Travels to file for a tax credit. In such case, Client shall bear all interests, levies and penalties related to such omitted withholding.

5.4 Each Party shall be responsible only for all taxes on its own gross or net income, franchise tax, payroll tax, property tax, co1porate income tax, trade tax or any other taxes and related interest and penalties.

5.5 The Parties agree to cooperate with each other to enable the Parties to determine accurately their respective tax liabilities and assist with any inquiries or audits canied out by any tax authority in relation to this Agreement. As a basic principle applicable in cases other than the ones stated in Sections 5.2 and 5.3 hereunder, interest and penalties charged on any tax shall be borne by the Party that is liable for payment of the original tax on which such interest and penalties have been imposed.

5.6 DTDC Travels shall act as a disclosed agent for transaction tax purposes, in dealing with third party suppliers as required pursuant to this Agreement.

## 6. CHAL'IGES

Changes to the Fees will be made in accordance with the terms of Exhibit B, Global Services, Section IX "Mutual Budget Process Review" or as outlined in Exhibit E, Global Financial Terms.

### 7. INTELLECTUAL PROPERTY RIGHTS AND LICENSE

7.1 Client acknowledges and agrees that all right, title, and interest (including, without limitation, any goodwill associated therewith) in and to DTDC TRAVELS Prope1ty (as defined below) and any part

thereof shall at all times remain solely with DTDC Travels or its licensors or Partners. If, in the course of the provision of the Services by DTDC Travels, Client should acquire any right, title, or interest in and to any DTDC TRAVELS Property which, in accordance with the provisions of this Section

7.1, is or should be owned by DTDC Travels or its licensors or Pa11ners, Client agrees to transfer, convey, and assign to DTDC Travels or its licensors or Partners, and to cause its officers, directors, employees, agents, and Client Companies to transfer, convey, and assign to DTDC TRAVELS Travel or its licensors or Paiiners, all right, title, and interest in and to any and all such acquired DTDC TRAVELS Property. For purposes of this Agreement, "DTDC TRAVELS Property" means all specifications,

methods, software (including, without limitation, Software as defined in Section 8. 1), websites, technology products, databases, know-how, documentation, writings, or other materials provided to Client in connection with the Services, including, without limitation, all patents, copyrights, trademarks, trade secrets, and all other intellectual property rights therein and thereto, and all copies thereof, in whatever form. Each party shall own and continue to own all intellectual property it owned prior to the execution of this Agreement or that is created outside the scope of this Agreement.

- 7 .2 Unless the Parties mutually agree otherwise in writing, each Party hereby grants to the other Party a non-exclusive, limited term, non-transferable, revocable license to use its Confidential Information to the extent that such use is necessary to enable such Party lo perform its obligations under this Agreement and is in accordance with this Agreement ancl/or the applicable Companion Agreement.
- 7.3 Unless the Parties mutually agree otherwise in writing, each Party's right to use and receive the other Party's Confidential Information and the license granted above will terminate

automatically upon termination or expiration of this Agreement ancl/or the applicable Companion Agreement.

7.4 Supplier may not use ADOGA's intellectual property without ADOGA's prior written consent (including without limitation copy rights and trademarks). Supplier shall take all steps reasonably requested by ADOGA to help ADOGA secure its ownership rights in any intellectual property that ADOGA owns under this section. Nothing in this agreement is intended to transfer, license, or grant any rights or ownership to Supplier with respect of ADOGA 's intellectual property.

### 8. TECHNOLOGY

- 8.1 Client acknowledges that, in performing Services for Client hereunder, DTDC Travels and, in some cases, Travellers will utilize, and Client will be granted access to, proprietary software systems developed or provided by DTDC Travels (collectively referred to herein as "Software"). Client will incur initial installation and configuration fees as set forth in this Agreement ancl/or the applicable Companion Agreement for DTDC Travels to implement certain Software for Client. Any third party Software provided by DTDC Travels for use by Client hereunder shall be subject to a sublicense agreement in the fonn, if any, required by the third paity.
- 8.2 Client shall have no right to amend, modify, decompile, or reverse engineer the Software, except to the extent allowed under applicable laws, and in any such latter case, Client shall notify DTDC Travels timely in advance and in writing. Client may not distribute the Software or create derivative works without the prior written consent of DTDC Travels. Client and Travelers shall use assigned user identifications and passwords to logon to DTDC Travels's Software, websites, and data faci lities and shall not share passwords with, nor disclose passwords to, others. DTDC Travels wairnnts that it has the right to provide the Software to Client in accordance with this Agreement.
- 8.3 Client also acknowledges that DTDC Travels may develop one or more websites for use by Travelers hereunder. DTDC Travels will retain sole ownership of all pre-existing materials,

methodologies, software tools, and architecture utilized in the development of ancl/or incorporated in any Client website, and Client will retain ownership of any pre-existing graphics or text provided by Client for use in the website, as well as any Client specific text developed solely for use in the Client website. Any Client specific database of information generated through a Client website shall remain Client property, but ownership of all underlying data structures shall remain with DTDC Travels.

8.4 Except as set forth in this Section 8, DTDC Travels makes no wa1rnnty, either express, implied, w1itten or oral, with respect to any DTDC Travels Sofhva re or other DTDC TRAVELS Property, or any modifications thereto, and DTDC Travels specifically disclaims any implied warranties of merchantability or fitness for a particular purpose.

8.5 Supplier shall use appropriate teclmical and organizational measures in accordance with industly practices and the sensitivity of the in fonnation to secure ADOGA Data (as defined below) to which Supplier has access. Supplier shall comply with any specific data processing and handling requirements reasonably requested by ADOGA or determined by applicable laws and regulations. Supplier shall, upon ADOGA's reasonable written request, provide ADOGA a written summary of its pract ices described in this section. Supplier shall allow access to ADOGA Data only as permitted in this Agreement.

8.6 Supplier shall notify ADOGA as soon as practically possible in writing of (i) any unauthorized access to ADOGA Data that could cause significant harm to a Traveler or as otherwise required by law or (ii) any violations of applicable data protection laws. Supplier shall promptly at its own expense take actions (including any actions ADOGA reasonably requests) to comply with applicable laws and regulations governing data breaches where such breach was caused by Supplier.

## 9. CONFIDENTIALITY

9.1 Each Party acknowledges and agrees that each will receive or have access to (the "Receiving Party") Confidential Information (as defined below) unique to the other Party (the "Disclosing Party") and that the disclosure or unauthorized use of such Confidential Information may injure

the Disclosing Party's business.

9.2 For purposes of this Agreement, the term "Confidential Information" shall mean information of such nature, without regard to whether such information legally constitutes a trade secret, which: (a) is explicitly identified when disclosed, or within a reasonable time thereafter, as confidential; or (b) even absent such explicit identification, would be understood by a reasonable person to be confidential, and shall include, without limitation, teclmical or non-teclmical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data and terms, pricing the tenns of this Agreement and lists of actual or potential customers or suppliers. Without limiting the foregoing, information related to Client's travel policies, plans, expenses, ADOGA Data, or the travel plans of Travelers is Client's Confidential Information; and information related to DTDC Travels's computer systems, Software, DTDC TRAVELS Property, and DTDC Travels specific, special fares and discounts is DTDC Travels's

Confidential Infonnation. DTDC Travels will only use Client's Traveller's Confidential Information upon, and in accordance with, Client's reasonable written instructions (hard copy or electronic form, including those outlined in Standard Operating Procedures, Implementation Plans, and/or Best Practices that may have been developed by the Parties and updated from time to time) and as pennitted under this Agreement.

# 9.3 The Receiving Party agrees that:

- (a) only its directors, officers, and employees who have a need to know the Confidential Infonnation of the Disclosing Paily for put])Oses of fulfilling its respective obligations under this Agreement, and who will comply with the confidentiality obligations agreed herein, will receive such Confidential Infonnation; and
- (b) it will not disclose the Disclosing Party's Confidential Infonnation to a third party without the prior written consent of the Disclosing Party, which consent may be conditioned upon the execution of a confidentiality agreement reasonably acceptable to the Disclosing Party, except the Receiving Party may disclose the Disclosing Party's Confidential Information to its legal counsel, and for DTDC Travels, DTDC Travels may

disclose Client's Confidential Information as necessary and/or required to the GDS';
Airlines Reporting Corporation (ARC) and if outside the United States, the Bank
Settlement Plan (BSP); iJET International, Inc., International SOS, Inc., The Anvil
Group, or other safety and tracking information providers; CJBT, Inc.; PRISM Group,
Inc.; Northstar Travel Media, LLC providing travel ale11s and destination content tlu-ough
solutions and tools (e.g., GoAlerts, GoBase, GoPNR); International Airlines Travel
Agent Network (IATAN) and International Air Transport Association (TAT

A);

Transportation Security Administration (TSA); equipment and teclmology vendors, including, but not limited to, online reservation providers; travel suppliers (such as airlines, trains, rental car companies, hotels, cruise lines, destination management companies, and other related travel suppliers for booking/ticketing purposes); Client's credit card issuer and credit reference and payment collection and processing companies; Client's personnel acting as representatives of Client for various purposes, including, but not limited to, GDS access, reporting, and auditing pwposes; and any other parties involved in the travel management process, including, but not limited to, third parties identified in any additional services listing attached to this Agreement, or as otherwise may be requested by or on behalf of Client or in accordance with applicable laws and government regulations, and Client hereby consents to any such disclosures. DTDC Travels will not be responsible or liable for any use of Confidential Information by such third parties. DTDC Travels may also utilize cumulative statistical data, which may incorporate data acquired from Client, for ordinary business purposes customary in the travel industry, but without identifying, directly or indirectly, Client or any Client Travelers.

9.4 The obligations of this Section shall continue during the term of this Agreement and for a period of two (2) years thereafter, except to the extent that the Confidential Information disclosed rises to the level of a trade secret under applicable law, in which case, the obligations of this Section shall continue for so long as such Confidential Information constitutes a trade secret under applicable law. The Parties agree that ittjunctive relief is appropriate in enforcing the confidentiality provisions herein.

- 9.5 Each Party's respective Confidential Information will remain its sole and exclusive property. This Agreement does not grant or otherwise give either Party ownership in or other proprietary rights to use the other Party's trademarks and other intellectual property, except as explicitly provided for herein.
- 9.6 Confidential Information does not include any information which: (a) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of a disclosure directly or indirectly by the Receiving Party); (b) was, or is made, available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party; or (c) has been independently acquired or developed by the Receiving Party without violating any of its obligations under this Agreement; for (b) and (c) above the Party's business records must suppo11 the reliance of the Party claiming such items. The obligations described herein do not apply to the extent that a Party is required to disclose infonnation or documents pursuant to a valid subpoena, order of a com1, or other administrative or govenunental body, provided that the Receiving Party promptly notifies the Disclosing Party of the di sclosure obligations and reasonably cooperates in the Disclosing Party's efforts to obtain a protective order or other legal modification of such disclosure.

## 10. DATA PROTECTION AND DATA RELEASE AUTHOUZATION

- 10.1 Each Party warrants and represents to the other that it companies with, and will continue to comply with, applicable data protection laws.
- 10.2 DTDC Travels, as processor of data, will only use personal information of the Travellers ("ADOGA

Data") upon, and in accordance with, Client's reasonable written instructions. In the event of a conflict between such Client instructions and what is reasonably required for DTDC Travels to perform its obligations under this Agreement, Client instructions, as the data controller, will prevail notwithstanding Section 10.3. Client will remain the owner and controller of the ADOGA Data and DTDC Travels as the data processor and both in their respective roles shall be

responsible to adhere to the provisions of data protection laws and the protection of the rights of those affected.

10.3 Client shall ensure that it only instructs DTDC Travels to do, or omit to do, things in relation to ADOGA Data which are reasonable and in compliance with all applicable laws and regulations, and that it shall not instruct DTDC Travels to process or transfer ADOGA Data in relation to the Services: (a) in contravention of any applicable law(s); nor (b) in a way that might conflict with, or put DTDC Travels in breach of, any agreement(s) DTDC Travels has with Client. Client expressly instructs and authorizes DTDC Travels to transfer ADOGA Data as described herein, and to process ADOGA Data as otherwise necessary and instructed by Client (in accordance with Section 10.2) to provide the Services.

10.4 Client will: (a) submit to DTDC Travels, and authorizes DTDC Travels to use for the purposes of this Agreement, all ADOGA Data and other Client Confidential Informat ion in Client's control necessary for DTDC Travels to perform the Services covered by this Agreement and shall be responsible for the accuracy and completeness of any and all such ADOGA Data and Confidential Information, including, but not limited to, obtaining all applicable consents and authorizations for the use of such ADOGA Data and Confidential Information for the purposes hereunder; (b) ensure that all Travellers keep ADOGA Data relating to them up-to-date; and (c) inform DTDC Travels (by notice in writing) as soon as practicable after any Traveller ceases to be employed by Client or to be entitled to utilize the Services. Such consents and authorizations shall include, but shall not be limited to, any consent required to: (a) transfer ADOGA Data to all parties outlined in this Agreement as nccessmy to perform the Services; (b) provide Client with management information, travel-related monitoring, quality assurance surveys, and any other services required from time to time by Client; (c) transfer, and permit the transfer of, the ADOGA Data across international boundaries (including both inside and outside the European Economic Area); and (cl) transfer ADOGA Data to third parties at Client's request for the purpose of providing the Services.

10.5 Upon tennination of this Agreement, DTDC Travels will delete all ADOGA Data supplied to it except for legal or archival pmvoses or as otherwise agreed to between the Parties.

### 10.6 Additional tenns on P1ivacy Law compliance:

- (a) Data Collection and Use. Supplier shall process ADOGA Data in accordance with this Agreement. Supplier will notify ADOGA of any complaint or legal request (unless prohibited by applicable laws) it receives concerning the ADOGA Data under this Agreement and comply with any reasonable direction of ADOGA, including providing ADOGA the right to audit no more than once per year its premises, personnel, materials, and systems involving ADOGA Data, but subject to any confidentiality obligations and restrictions and mutual agreement of the Parties in advance as to the duration, time, and scope of any such audits. Supplier will permit additional audits in co1mection with a request from a regulatory agency involving Supplier's Services performed under this Agreement. Supplier will not access, transfer or make accessible ADOGA Data in any jurisdiction which is not expressly contemplated by this Agreement without ADOGA's prior written consent.
- (b) Data Processing. Each Party will execute any necessary agreements and acquire all necessary permits and authorizations pertaining to their respective obligations in the processing and handling of ADOGA Data from relevant regulatory authorities as required by applicable laws.
- (c) Protection. Supplier will maintain the security, integrity, and availability of all ADOGA

  Data under this Agreement, including compliance with the following measures in a

  maimer that meets or exceeds the relevant industry standards:

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- I. Maintain hardware firewall and security settings;
- II. Deploy security and maintenance patches (software and finnware);
- III. Maintain and periodically test a disaster recove1y plan, providing system backup, technology replacement, and alternate (recovery) site capabilities;

- iv. Encrypt all transmissions and enc1ypt the storage of ADOGA cardholder Data and ADOGA Data on backups and laptops and ADOGA Data on smartphones where available;
- v. Maintain and update an anti-virus program used customarily in large, conunercial environments;
- vi. Maintain physical security and access controls for all of Supplier's data center(s) and facilities;
- vii. Use access control methods (including use of user id and strong passwords, auditing and logging, and infonnation security change control procedures) for any system or device that could allow access to the ADOGA Data;
- v111. Maintain an updated inventory of systems and entities that process ADOGA Data as well as a list of authorized people that have access to or process the ADOGA Data;
- ix. Use dedicated or segregated computing equipment, including server(s) and database(s), when storing and processing ADOGA Data;
- x. Conduct quarterly vulnerability assessments and provide ADOGA with executive overviews of the findings;
- xi. A t least annually, obtain and provide to ADOGA an SSAE 16 or an JSO 27001 report on its data security practices (or, if Supplier carmot obtain an SSAE 16 or ISO 27001 report, an alternative report that confonns to ISAE 3402 standards) from a recognized provider of such reports; and
- xii. Implement additional reasonable security requirements mutually agreed upon by ADOGA and Supplier to ensure adequate security and proper reporting, whether to mitigate risk to the business or for compliance with applicable privacy laws.

Subcontractor and Third Party Access. Except as pennitted under this Agreement, Supplier will not subcontract any data processing operations under this Agreement or otherwise provide a third party with access to ADOGA Data without ADOGA prior written consent. Supplier will take all reasonable steps to ensure the reliability of Supplier's subcontractors, and will require their compliance with terms similar to those of this Agreement in a separate confidentiality or other agreement. Supplier will be responsible for any noncompliance of Supplier's subcontractors, and this noncompliance will constitute a breach of this Agreement as if conunitted directly by Supplier.

Changes in Security Practices. Suppl ier will provide ADOGA with reasonable advance notice in writing of any adverse material planned changes to the hosting location of ADOGA Data, use of third party providers not contemplated by this Agreement, or other adverse material changes to security policies, standards, and practices related to ADOGA Data. IfADOGA determines that Supplier's changed policies, standards, or practices do not conform with ADOGA's then-cuffent secmity policies, standards, and practices, Supplier will take the actions ADOGA reasonably requests to ensure its policies, standards, and practices conform to ADOGA's policies or ADOGA may term inate this

Agreement in accordance with the tennination provisions of this Agreement.

Record Retention. Supplier will retain ADOGA Data only for as long as reasonably and legally required to perfonn any obligations under this Agreement. Supplier will then dispose of or destroy it, consistent with industry standards, to prevent content recovely. Unless permitted by Section 10.5 or ADOGA asks Supplier in writing to retain certain ADOGA Data because of pending or anticipated

litigation, investigation, audit or other purposes, Supplier wi II, at ADOGA's option, return to ADOGA or destroy ADOGA Data whenever it is no longer needed to perform any obligations under this

Agreement. If requested by ADOGA in writing, Supplier will provide a certificate to ADOGA attesting to its proper deletion or destruction of ADOGA Data.

Notices to Client or DTDC Travels hereunder shall be in writing and delivered personally or sent by ce11ified mail, return receipt requested, or by overnight mail to the addresses set forth below or to such other persons or addresses as the Par1ies may designate in a notice confonning with the requirements of this Section. Any notice shall be deemed to have been duly given seventy-two (72) hours after the time that it was mailed or immediately upon personal delive1y. Any such notices, when delivered in the maimer aforesaid, shall be deemed given on the date of receipt.

If to Client:

Adoga Global LLC

Parkway North

Deerfield, Illinois 60015

Attn: Chief Counsel Global Business Services

CC: legalnotices@Adoga.com

With a Copy to:

Adoga Espana

Calle Eucalipto 25

280 16, Madrid, Espana

Attn: Ernesto Gut ien ez

Ifto DTDC Travels:

**DTDC Travels USA LLC** 

630 Dundee Road, Suite 425

Northbrook, Illinois 60062

Attn: Craig Bailey

President, North America

With a Copy to:

**DTDC Travels USA LLC** 

630 Dundee Road, Suite 425

Northbrook, Illinois 60062

Attn: Legal Depa11ment

If any notice concerns a Participating Counhy, copies thereof shall also be sent to the designated country Travel Manager and to the country Account Manager, or to any other address, as shall have been specified to the other Party in a notice duly given as provided herein or in the relevant Companion Agreement.

#### 12. INDEMNIFICATION

12.1 Subject to Section 13, each Party ("Inde111ni fying Party") shall inde111nify the other Party and its respective (as applicable) parent, successors, assigns, employees, officers, directors, agents, Client Companies, Travellers, and Partners ("Indemni tied Party/ies") from and against any and all third party claims, demands, actions, causes ofaction, liabilities, losses, damages, costs and expenses, including reasonable attorney's fees and expenses (collectively, a "Loss" or "Losses"), arising out of the other's party negligent acts or omissions.

12.2 Each Party will provide the other Party with prompt written notice of any claim covered by the indemnification in Section 12. I of which they have knowledge. The Indenmifying Party will defend against or settle the claim, and the Indemnified Party will provide to the Indemnifying Party reasonable assistance and all information the Indemnified Pm1y may have concerning the claim.

## 13. LIABILITY

13. 1 DTDC Travels, in providing Services pursuant to this Agreement, shall not be responsible or liable for any acts, e1rnrs, omissions, losses, injuries, deaths, property damage, accidents, delays, non-performances, any other inegularities, or any indirect or consequential damages resulting therefrom, which may be occasioned by the neglect, defaults, bankruptcies, or any

other actions or inactions of the airlines, GDS, or any other third party supplier engaged in the furnishing of travel and travel related services hereunder. DTDC Travels does not guarantee or ensure the services to be provided by any supplier, the financial position of suppliers, or the reimbursement for any loss experienced as a result of the financial condition of suppliers. In the event a supplier defaults prior to providing the service to Client for which payment has been made, Client's sole recourse for refund shall be from the defaulting supplier or from insurance covering such default.

13.2 DTDC Travels shall not be liable for: (a) any fluchiation in price or change in schedule or equipment or acconuncdations for any Service that occurs subsequent to payment for such Service; and (b) e1rnrs or bias in reservations, fares, or other infonnation provided by any automated airline or other reservation system.

13.3 Except as expressly stated otherwise, and subject to the limitations set forth herein, DTDC Travels

shall only be liable for Losses due to its negligent acts or omissions in the perfonnance of its obligation specifically undertaken within this Agreement or due to the gross negligence or wilful misconduct of DTDC Travels or its employees.

13.4 Except as expressly stated otherwise and subject to the limitations set fo11h herein, Supplier shall be responsible for Losses, that ADOGA incurs as a result of any unauthorized access to ADOGA Data arising solely from Supplier's negligence (act or omission) or wilfu I misconduct, or breach of Section 9 and 10 of this Agreement.

To the greatest extent permitted by applicable laws, both Parties exclude their liability from any special, indirect, exemplary, punitive, incidental, or consequential loss or damage of any type, including, but not limited to, lost profits (except for early termination not provided for under this Agreement), opportunity, goodwill, , or loss/conuption of data, arising out of or in connection with this Agreement, any Companion Agreement, the Services, or in furtherance of the provisions or objectives of this Agreement, regardless of the basis of such claim. In no event shall either Party's total aggregate liability hereunder exceed the transaction or management fees paid (excluding any expense component) or payable by Client to DTDC Travels

during the calendar year in which the Loss arose.

13.5 Notwithstanding any of the foregoing, nothing in th is Agreement shall operate to exclude or restrict either Party's liability for: (a) death or personal bodily injury resulting from negligence; (b) wilful misconduct, gross negligence, or fraud; (c) indemnification obligations; or d) other breaches of confidentiality not addresses in section 13.4 above.

## 14. RELATIONSHIP OF PARTIES

Client and DTDC Travels are independent contractors for pu1poses of this Agreement and shall not be

deemed to have any other relationship, including, without limitation, that of joint ventures, pailners,

or joint employers. Neither shall be construed as the other's agent and neither is implicitly authorized

to commit the other to any obligations to third parties except as otherwise expressly agreed or as may

arise out of travel airnngements made in the ordinmy course of DTDC Travels providing Services to Client pursuant to this Agreement. Each Party shall be responsible for the actions of its respective employees and personnel. Client will not actively recruit DTDC Travels's employees without the prior written consent of DTDC Travels during the period the DTDC Travels employee is assigned to Client and

for six (6) months following the termination or expiration of this Agreement or the Companion Agreement, as applicable. Such provision shall not prohibit Client from posting available position openings at its place of business, placing advertisements in media of general circulation or Client's own internal publications, or responding to employment inquiries from DTDC Travels employees. Client will also allow DTDC Travels to monitor and record reservations for quality control purposes. Only calls related to business travel reservations will be reviewed and evaluated. For the avoidance of doubt, Client shall be responsible for training its pers01mel handling transactions under this Agreement on travel industry practices, rules, and requirements, as well as any and all related training

costs in such education of Client pers01mel.

### 15. RIGHTS OF THIRD PARTIES

- 15. 1 Any Client Company which is in receipt of Services under the tenns of this Agreement may enforce the ten ns of any Section of this Agreement as if it were a party to this Agreement, subject to, and in accordance with this Section, any other relevant provisions oft his Agreement, and any other applicable mies, regulations, or laws governing the rights of third parties. Any DTDC Travels Partner which has provided Services under the tenns of this Agreement may enforce the terms of this Agreement as if it were a party to this Agreement, subject to, and in accordance with this Section, any other relevant provisions of this Agreement, and any other applicable rules, regulations, or laws governing the rights of third parties. The enforcement of these terms are only enforceable against its counte1part that provides or receives the Services.
- 15.2 Except as provided in Section 15.1, a person who is not a party to this Agreement has no right to enforce any term of this Agreement arising from it.
- 15.3 The Parties do not require the consent of any Client Company or DTDC Travels Partner to rescind or vary this Agreement at any time.
- 15.4 For the avoidance of doubt, nothing in this Agreement shall have the effect of allowing either Party (or any Client Company or DTDC Travels Partner, as the case may be) to recover the same amount, or claim perfonnance of the same obligation, more than once.

## 16. DTDC TRAVELS REPRESENTATIONS

16. I DTDC Travels represents that it: (a) has the power and authority to execute, deliver, and perfonn

its obligations under this Agreement; and (b) will perform the Services in a good workmanlike mam1er consistent with industry standards and in accordance with this Agreement.

16.2 Supplier shall comply with the Corporate Social Responsibility ("CSR") Policies and other policies in Exhibit M (together, the "Policies") in performing under this agreement. ADOGA may

change or add to the Policies and Supplier shall comply with the changed or added Policies upon prior review and notice. Supplier shall notify ADOGA promptly if a Policy change or new Policy significantly affects Supplier's costs or ability to perform on time, and if ADOGA asks Supplier to proceed anyway, ADOGA and Supplier shall negotiate a fair adjustment to the price or schedule.

- 16.3 Supplier shall at all times have enough capacity, labour, and materials to supply ADOGA under this Agreement.
- 16.4 Supplier shall comply with all relevant laws and regulations, including those that apply to the provision of the Services.
- 16.5 Supplier's performance under this agreement shall be done in a professional and workmanlike manner and in accordance with the highest travel indushy standards.
- 16.6 Supplier shall comply with ADOGA's communicated security guidelines and other guidelines ADOGA broadly requires its suppliers to meet (collectively, the "Manuals") when performing Services on ADOGA premises.
- 16.7 Neither Supplier, nor Supplier's owners, are identified on any list of restricted parties maintained

by the U.S. government, European Commission or other applicable government, including, but not limited to, (a) the Specially Designated Nationals List administered by the U.S. Trcasmy Department's Office of foreign Assets Control ("OfAC"), (b) the Denied Persons List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), or (c) the List of Statutorily Debarred parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, unless expressly agreed in advance, in writing by ADOGA.

16.8 The Services and any information or materials provided by Supplier in connection with such Services do not and will not violate any patent, copyright, trade secret, or other intellectual property or other right of anyone else; provided that Supplier makes no representations or warranties regarding materials or intellectual property ADOGA provides to Supplier in connect ion

with this Agreement.

#### 17. ASSIGNMENT

Neither Party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld); provided however, that no such consent shall be required in the event DTDC Travels assigns to a Partner or either

Party assigns to its respective parent, subsidiary, affiliate, a successor that is not a competitor of the other Pa1ty, or surviving entity. Notwithstanding the foregoing, Client will provide DTDC Travels with no less than sixty (60) days' prior written notice in the event that Client will engage in a transaction that will result in the assignment or partial assignment of this Agreement to another legal entity or would otherwise require DTDC Travels to unde1i ake any action to modify the Client party under this Agreement. Subject to the foregoing, the provisions of this Agreement shall be binding upon the Parties to this Agreement and their respective permitted successors and assigns. Any attempted assignment in violation of this Section shall be of no force or effect.

## 18. WAIVER; AMENDMENT

This Agreement may not be amended except by a subsequently dated written instrument signed on behalf of both Parties by duly authorized person(s). All amendments, notices, and Companion Agreements given in connection with this Agreement must be in English. No waiver of any term or condition is valid unless it is in writing and signed by duly authorized person(s) of the Party charged with the waiver. The waiver of a breach or default of any of the provisions of this agreement shall not be construed as a waiver of any other breach of the same or different provision, nor shall any delay or omission in exercising any right or privilege operate as a waiver of any breach or default.

### 19. GOVERL"\!ING LAW AND DISPUTES

19.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regards to its conflicts of law provisions.

- 19.2 The Parties shall attempt in good fai th to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either Pa11y may give the other Party written notice of any dispute not resolved in the ordinally course of business. Within fifteen (15) days after delive1y of the notice, the Party receiving the notice shall submit to the other a written response.
- 19.3 The notice and the response shall include: (a) a statement of each Party's position(s) regarding the matter(s) in dispute and a summa1y of arguments in support thereof; and (b) the name and title of the executive who will represent that Party and any other person who will accompany that executive. Within fifteen (15) days after delivery of such notice, the designated executives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for infonnation made by one Party to the other shall be honoured in a timely fashion.
- 19.4 If the mailer in dispute has not been resolved within thirty (30) days after delivery of the notice, or if the Parties fai I to meet within fifteen (15) days, the dispute shall be referred to more senior executives who have authority to settle the dispute and who shall likewise meet in an attempt to resolve the matter in dispute. If the mailer has not been resolved within twenty (20) days after it has been referred to the more senior executives, or if no meeting of such senior executives has taken place within fifteen (15) days after such refe1rnl, either Party may initiate subsequent proceedings as contemplated herein.
- 19.5 With the exception of seeking i1tiunctive relief, any dispute arising out of this Agreement which could not be settled in accordance with Sections 19.2 19.4 shall be finally settled by arbitration in accordance with the Rules of the American Arbitration Association. Arbitration will be held in the English language and in a place mutually agreed to by the Parties.
- 19.6 All negotiations between the Parties conducted pursuant to the dispute resolution process described herein (and any of the Parties' submissions in contemplation hereof) shall be kept

confidential by the Parties and shall be treated by the Parties and their respective representatives as compromise and settlement negotiations for pu1poses of the applicable court rules of evidence.

### 20. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any Companion Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and any Companion Agreement, and this Agreement or the respective Companion Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

### 21. FORCE MAJEURE

If a party cannot comply with this agreement because of an event beyond its reasonable control that party's performance (to the extent affected) will be suspended only for as long as reasonably necessary for the party to be able to resume performance. The affected party shall notify the other as

soon as possible and !Jy to resume performance within 5 days. If the event prevents performance for more than 20 days, the unaffected pa11y may tenninate this Agreement upon written notice. The Tenn

will not be extended because of suspended performance under this section. Labor strikes, work slowdowns, or other job actions of the employees of a party or unexpected cost increases incmTed by

a party for any reason will not constitute events beyond such pmty's reasonable control.

# 22. AUDIT

DTDC Travels shall permit Client's authorized agents or representatives, no more often than once per

calendar year, during normal business hours and without disrupting DTDC Travels 's day-to-day business, to inspect relevant documents related to the Services with at least thi11y (30) days prior

written notice ("Audit Notice"). ADOGA shall bear its own internal costs and the cost of the auditors, unless the audit discloses any breaches of this agreement which results are shared with Supplier for review, in which case Supplier shall promptly pay the substantiated deficiencies outlined in the audit and reimburse ADOGA's reasonable audit costs. In all instances, Audit Notices should be directed to DTDC Travels in accordance with the Notices Section of this Agreement, even if the audit applies solely

to a DTDC Travels Partner in a Participating Country. DTDC Travels hereby agrees that Client can perform policy and financial audits. Such audits may be perfonned at any time during the Tenn and

### **EXHIBIT A**

### PARTICIPATING COUNTRIES

The following countries are to be serviced by DTDC Travels and the respective Partners in accordance with

this Agreement:

- # Region Buying Country EngagemenUContract Method
- 1 AMEA Australia 1 AMEA Companion Agreement (Procurement Organization)
- 2 AMEA China 1 AMEA Companion Agreement (Procurement Organization)
- 3 AMEA Hong Kong 1 AMEA Companion Agreement (Procurement Organization)
- 4 AMEA India 1 AMEA Companion Agreement (Procurement Organization)
- 5 AMEA Indonesia 1 AMEA Companion Agreement (Procurement Organization)
- 6 AMEA Japan 1 AMEA Companion Agreement (Procurement Organization)
- 7 AMEA Malaysia 1 AMEA Companion Agreement (Procurement Organization)
- 8 AMEA New Zealand 1 AMEA Companion Agreement (Procurement Organization)
- 9 AMEA Philippines 1 AMEA Companion Agreement (Procurement Organization)
- 10 AMEA Singapore 1 AMEA Companion Agreement (Procurement Organization)

# Note:

• Changes to the Pat1icipating Country listing will be made by mutual written agreement of the Parties

### I. SERVICES

**EXHIBITB** 

**GLOBAL SERVICES** 

In addition to other Services specified in this Agreement or any Companion Agreement, the following

are the minimum Services to be provided by DTDC Travels, where local business conditions allow. Such Services will be performed based on the fees and costs referenced in Exhibit E and any Companion Agreement.

A. Reservations and Services. In rendering travel management reservations services for Client, DTDC Travels and/or each Partner will upon request:

- 1) In General. Place reservations with suppliers for all C lient authorized airline, rail, and ferry transportat ion, hotel accommodations, rental vehicles, and travel related services.
- 2) Policy Observed. Provide the Services in accordance with Client's Travel Policy as long as such Travel Policy is in accordance with the Services as agreed in this Agreement. If such Travel Policy expands the scope of Services as set out in this Agreement, a separate written agreement betw een the Parties will be required which addresses, among other things, the compensation to be paid to DTDC Travels for such expanded Services. If, at any

time, Client revises its Travel Policy(ies), Client shall, in each instance, advise DTDC Travels in writing and allow DTDC Travels a reasonable period of time to train its pers01mel and update and implement such changes within DTDC Travels's systems and processes, accordingly.

- 3) Low Fares and R ates. DTDC Travels shall use efforts consistent with industry standards to make available to Client the lowest logical published IAT A air fares available in the GDS at the time of booking, or low cost carrier (for which additional fees may apply), and consistent with Client Travel Policy and instructions received from Client's travellers (as provided to DTDC Travels by Client). Transactions booked on some airlines may be subject to a disttibution cost charge that is a requirement of the airline.
- 4) Vendor Contacts. Take reasonable steps to obtain prefe1Ted seating, last available seats, upgrades, preferred acconunodations, and lowest applicable pricing.
- 5) International Travel. Where available, make full use of techniques permissible within tariff regulations to m inimize the cost of Client's international itineraries.
- 6) Meeting, Group, and Incentive Travel. Upon request, assist in planning, airnnging, and confirming meeting, group, and incentive air travel. Where DTDC Travels acts as Client's intennediary in contracting for outside services such as hotel rooms and meeting space, Client will provide any funds required as deposits to hold reservations. In the event that Client requires detailed meeting plaiming assistance for meetings involving several attendees, and such assistance requires use of additional resources, the Parties will mutually agree on any additional fees or costs required.
- 7) 24/7 Traveler Assistance. In Participating Countries, where available, DTDC Travels will provide 24 hour telephone service. Additional fees based on usage may apply.
- 8) En-Route Assistance. Ensure that Client may use all specialized international travel services provided by DTDC Travels. On request, DTDC Travels will provide assistance to

Travelers through its international network of offices.

- 9) Upgrades. If and to the extent available in the concerned region, assist Travelers in arranging airline upgrades when possible and as provided and obtained from the airlines.
- 10) Personal Travel. Assist with personal travel booked in coitjunction with a business trip, provided however, that servici ng such travel does not interfere with DTDC Travels's obligations to provide business travel services under this Agreement or Companion Agreement. Requests for leisure services will be honored by referring Travelers to leisure service centers or facilities operated by DTDC Travels.

## 11) Special Fares.

Jn Participating Countries where offered, DTDC Travels will make available to Client special reduced air fares ("Special Fares"). These Special Fares are not accessible to the general public and are only available on a case-by-case basis under ce11ain circumstances and exclusively after prior specific request and fare negotiation by DTDC Travels with certain airlines. It is the intention of DTDC Travels to offer Client the benefit of such fares that are lower than Published Fares and lower than Client's own corporate net fares, if applicable.

Special Fares is as an optional service offered under the following tenns and conditions.

Upon acceptance of a Special Fare offer, these tenns are deemed acknowledged and accepted by Client.

In the event of conflict between the tenns of this Agreement and this Section 11, the provisions of this Section 11 shall prevail.

Client acknowledges that the booking of Special Fares is not a proprietary transaction of DTDC Travels in either legal or tax terms and that DTDC Travels's status as an intennediary with respect to Client is unaffected by this offering.

The air ticket price offered to Client as a Special Fare shall include all taxes and other charges from airlines, and an extra charge for the benefit of DTDC Travels. These extra charges shall be in addition to other payment obligations applicable to air tickets under this Agreement.

The level of extra charges for the airline ticket to be issued varies and shall be specified by a service provider acting for DTDC Travels ("Consolidator") or - if DTDC Travels takes on the role of Consolidator itself - by DTDC Travels. The Consolidator or DTDC Travels, as the case may be, shall calculate the extra charges subject to and dependent upon the difference between the airline's Special Fare and Published Fare, the specific airline, the flight requested by Client and the respective market situation (in particular the crnTent demand and the seat load factor of the requested flight).

Invoicing of a Special Fare shall be settled using the same payment method as other transactions or using the same credit card as applied to the airline ticket and will not be disclosed separately.

For clarity, the following provisions under the Agreement shall not be applicable to Special Fares: Client's audit rights, no' mark-up" provisions any standard net commission revenues that are due to be returned by DTDC Travels to Client and lowest fare obligations.

"Published Fare" means a fare that is available to DTDC Travels at the time of booking in the relevant GDS on routes requested by the Client (or its Traveller), consistent with Client's Travel Policy, (as provided by the Client) and instructions received from the Client (or its Traveller).

### B. Tickets

- 1) In General. DTDC Travels will use eff011s compliant with industry standards to use the most cost efficient method of ticket delivery available based on the Traveler's needs, including overnight mail deliveries and electronic ticketing.
- 2) Refunds. DTDC Travels will process all refunds requested for refundable tickets on charge cards within standard ARC or BSP repo11ing periods following submission of the returned tickets. DTDC Travels will further assist with processing lost ticket applications. Unused

airline tickets returned to DTDC Travels will be voided where returned within the reporting period in which such tickets were issued. Upon Client's request, and to the extent available, DTDC Travels will provide airline ticket copies including passenger receipts for electronic tickets, provided, however, such requests are reasonable and not excessive. DTDC Travels will contact airlines or card vendors as necessary to ensure prompt credit. DTDC Travels will maintain records to allow documented verification of timely refund processing in accordance with the requirements of this Subsection and will further assist Client and Travelers in pursuing caniers for refund credit approvals. Where available and requested by Client, elech-onic tracking will be used to produce reports on unused electronic tickets.

### II. SERVICE CONFIGURATION

The Parties will mutually agree on the service configuration to be used by DTDC Travels in servicing Client in each Participating Countty. Such configuration will be described in a mutually developed operating plan to be prepared by DTDC Travels or Pm1ner prior to the first day of Service in each Participating Country. Any changes to service configurations must be mutually agreed to in writing.

### III. TECHNOLOGY

If requested, DTDC Travels will assist with the selection and implementation of a self-booking tool(s) in selected markets and will reasonably cooperate with Client in the development of any system interfaces that become necessary for implementing self-booking products based on applicable fees, charges, and other terms and conditions to be mutually agreed upon between the Parties. DTDC Travels

will offer self-booking fulfillment to Client in all markets where the service is offered, based on applicable fees and charges.

### IV. MANAGEMENT INFOR.t'1A TION

DTDC Travels will, upon request of Client, consolidate management information from each

Participating Counlty and provide standard and/or ad hoc reports on a regional and global basis based

on applicable fees and charges.

### V. SUPPLIER DISCOUNT PROGRAMS

A DTDC Travels will provide basic assistance as requested and as mutually agreed in support of Client 's efforts to negotiate direct discounts with airlines and all other travel suppliers used by Client. More detailed consulting will be available at a fee to be mutually agreed upon.

- B. DTDC Travels Negotiated Fares and Rates. DTDC Travels will provide Client access to all negotiated discount fares and hotel rates generally available to other DTDC Travels customers unless the travel supplier expressly restricts such discounts.
- C. Client's Hotel Program. Upon request, at a fee to be mutually agreed to, DTDC Travels will assist with development of a negotiated hotel program.

### VI. PROGRAM MANAGEMENT

A. Account Managers. DTDC Travels will provide a Global Account Manager to oversee Client's global program. As mutually agreed, local Account Managers may be assigned for designated Participating Countries as otherwise described in the applicable Companion Agreement; the amount of time and specific cost allocation to be mutually agreed and re-evaluated by the Parties.

- B. Responsibilities. Account Management perso1mel will:
- I) In General. Advise and consult with Client upon request regarding all matters reasonably pertaining to business travel, including best practices as they emerge during the term of this Agreement.
- 2) Monitoring Savings. Assist Client with monitoring travel expenses and establishing benchmarks for travel savings.
- 3) Performance Reviews. Provide annual and, if needed, quarterly performance reviews at

such times mutually agreed upon by the Parties.

- 4) New Products and Services. Advise Client of new DTDC Travels products and services and new third party products and services.
- 5) Travel Policy Support. If requested by Client, assist in developing and refining Client's Travel Policy and assist in applying such policy.
- 6) Benchmarking. DTDC Travels will provide benchmarking information and support for local, regional, and global applications on airlines, hotels, and other suppliers as requested.
- 7) Global Account Manager. The Global Account Manager shall manage conununications throughout the network of Partners and the delivery of all Services in accordance with this Agreement, to include rep011ing and supplier negotiations assistance.
- C. Management Engagement Review. Each Party agrees that a stakeholder relationship map will be established during implementation which will include senior level executives and key stakeholders from both companies. These executives and stakeholders will meet at least once annually for the ptuvose of conducting a program review of the overall relationship, historical perfonnance and future roadmaps and business plans. The executive teams on each team will sign off on the key accomplishments and future plans and maintain these documents as part of an annual Management Relationship review to ensure agreement to the overall success and satisfaction of the programs' performance in each contract year.
- D. Confirmation of Relationship. From time to time, customers and prospective customers may request relationship confirmation of the services provided to Client. Client hereby agrees to provide confinnation of services and program successes to other DTDC Travels customers or prospective customers, which may also include periodic participation in press releases and/or case studies as mutually agreed. DTDC Travels will notify Client of a known pending request and will provide the relevant details of the confirmation being requested. In instances where confirmation requests may occur wi thout DTDC Travels's prior knowledge, Client may discuss

with the requesting party its TMC selection process and travel program successes with DTDC TRAVELS

Travel. Should the parties reduce in scope or terminate the relationship for any reason, Client agrees to continue to provide DTDC Travels's existing or prospective customers information regarding the services provided, the duration and scope of the relationship and key successes. Neither pa11y will disclose the terms, conditions or circumstances surrounding changes in the relationship.

### VII. ADDITIONAL SERVICES

The Parties may from time to time agree that DTDC Travels may perform certain travel services not otherwise provided under this Agreement or the Companion Agreement. In such cases, the Parties shall mutually agree in writing prior to commencement of any such services on the nature of such services and additional compensation to be paid.

VIII. GLOBAL SERVICE LEVEL AGREEMENT (SLA)

The Parties agree to the SLA set forth in Exhibit D. The SLA will become effective ninety (90) days after full account implementation in each Participating Counlly. DTDC Travels will be excused from performing in accordance with the SLA 's for reasons outside of DTDC Travels 's reasonable control outlined in the Force Majeure section 21 to the agreement.

### IX. MUTUAL BUDGET PROCESS REVIEW

ADOGA and DTDC Travels agree to the following annual mutual budget review process:

- 1. This Budget Process Review shall take the form of an annual meeting to be scheduled at the conunencement of the third fisca I quarter of each calendar year starting from year 2018 (the "Meeting").
- 2. During the Meeting the Parties shall determine and agree key adjustments to pricing in relation to the

following key criteria:

- a. Mandatory government inflation and/or indexation
- b. Changes in configuration only if requested or caused by ADOGA
- c. Changes in teclmology and process application
- d. Centralization
- e. Supplier actions
- f. Structural change upon ADOGA's requests.
- g. Variance in Client's travel volume or mix of transactions greater than fifteen percent (15%)

Indexation on management fee is conditional on DTDC Travels ensuring to offer Productivity projects (including minimizing costs of DTDC Travels services where possible) which are implemented by Adoga, in a given year, for a value of at least the amount DTDC Travels wants to increase.

3. DTDC Travels will notify ADOGA of any such pricing adjustment triggering event in writing and provide

reasonable supporting documentation substantiating the basis for the adjustment ("Adjustment Notice")

to be discussed in the Meeting and effective on the next calendar year. In each case, the parties will engage in a good faith renegotiation of the fees as set fo11h in this Agreement and/or the applicable Companion Agreement. If upon thirty (30) days from the receipt of such Adjustment Notice, the Parties

remain unsuccessful in renegotiating mutually satisfactory terms, either Pa11y shall have the right to terminate this Agreement or the applicable Companion Agreement at any time thereafter with one hundred twenty (120) days prior written notice. The pailies acknowledge and agree that if termination

is triggered due to unsuccessful renegotiations as outlined herein, the prices will be maintained until the effective time of termination.

- 4. Client and DTDC Travels recognize that said Budget Process review may result in mutual beneficial opportunities as well as pricing adjustment.
- 5. Prices agreed during the mutual Budget Process Review should be approved according to the Governance structure and will be applied in the next new calendar year following the year of the budget

review.

6. In addition to the annual Budget Process Review, Client and DTDC Travels agree to a muhml forecasting

process to align in the second quarter of each calendar year.

7. The following triggering events fall outside the scope of the armual Budget Process Review outlined above. DTDC Travels may make adjustments to the Fees at the time such events occur at any time duringthe term of the Agreement: (i) currency fluctuation greater than 10% (ii) increase in cost structure due to government action directly affecting the Services; or (iii) other third party imposed increases on a pass-through basis. DTDC TRAVELS shall notify Client inunecliately of any adjustments in Fees, and if Client is not in agreement with the adjustments, then Client may terminate this Agreement with 30 days written notice to DTDC TRAVELS, unless the parties reach mutual and reasonable agreement with respect to the adjustments. If Client does not accept the adjustments in Fees, after reasonable discussions between the parties, then DTDC TRAVELS may terminate this Agreement on 30 clays written notice to Client.

#### **EXHIBITC**

### LOW FARE GUARANTEE

DTDC Travels's Low Fare Challenge Process Guarantee commits DTDC Travels to providing the most competitive airfare rates and best value to Client. DTDC Travels is guaranteeing that every traveler will be offered the lowest cost flight option available as mutually agreed and defined by Client's Lowest Logical Airfare travel policy. If a Client traveler finds a cheaper equivalent fare, and an eligible challenge is presented, DTDC Travels will meet the fare or refund the difference.

Global Low Fare Guarantee Process: The following outlines the te1111s and conditions of an eligible low fare challenge for Client travelers and provides an overview on how Client travelers proceed tlu·m1gh the challenge process. Furthernore, it outlines what constitutes an eligible challenge and the format in which to challenge the fare quotation.

# a) Eligible Challenge

An eligible challenge is when a Client employee finds a fare which is cheaper than the Lowest Logical Airfare, as defined by C lient's travel policy provided by DTDC Travels. Should Client travelers secure validating documentation of a better fare, they will follow the process detailed below:

"Validating documentation" is defined as a "screen-print" of a reservation from an internet site and a copy of an itinerary showing the alternative fare con finned either by DTDC Travels or through another travel source"

## b) Raising a Challenge

- A challenge needs to be raised no later than five (5) hours after DTDC Travels confirms the reservation.
- The challenge should be documented in an email and forwarded to the email address at DTDC Travels.
- The email requires -
- I. The offer from DTDC Travels. Either a screen print of the booking tool used or an itinermy sent by DTDC Travels after the request showing the flight numbers, total fee breakdown, as well as the time and date.
- 2. A screen print of the alternative fare found elsewhere by either sending a screen print or an itinerary showing the flight number, total fee breakdown, as well as the time and date.
- DTDC Travels must be given the opportunity to match the lower fare. No bookings should be made with any other agency or travel supplier.
- All fare quotations will include air taxes and credit card fees; therefore, challenges should also account for these incremental charges.
- Airline imposed distribution fees are not considered inclusive in airfares.

## c) Parameters

In order to raise a challenge, the traveler/travel a1rnnger needs to be able to validate the availabil ity of

a scat at a lower price, within the same parameters as the 01iginal DTDC Travels booking. For the purpose

of comparison, the lower priced flight must be:

- In accordance with Client policy
- With the same itineraly
- Eligible fare
- Same call"ier
- Same class of service
- Same fare basis
- Same flight
- Same anci llaty services included

d) DTDC Travels Actions

Once the documentation is presented, DTDC Travels will immediately research why the lower fare

was

not available to the travel consultant.

• DTDC Travels will respond with conclusion within twenty-four (24) hours or the next business day.

• If a lower fare is available, DTDC Travels will match the lower fare.

• Ift he ticket has already been issued and catmot be refunded, DTDC Travels will refund the

difference.

• The number of challenges will be reported monthly to Client.

**EXHIBITD** 

**GLOBAL SERVICES LEVEL AGREEMENT** 

Automated

\ Goal: I DTDC Travelser

Service level I Traveler global score Monthly I Quarter] I Global and by I Survey I n/a I n/a I n/a

satisfaction Y market Conducted

7 or above throughout the car Delivery and Execution of Productivit Plans. Pass/Fail Account I Savings y goal: within the Minimum Annually Annually Regional I n/a I n/a

Management Opportunities 6% savings. business plan identified and status update savings goals achieved Availability of core

systems including To be Monthly team TripSource available at call reviewing Systems I Authorizer, all times. Monthly Bi- By system tracking I n/a I n/a GOS, Outage of Annually spreadsheet,

Decision 48h+ is and any iSight Source and tracked cases.

Online

Booking

**Tools** 

### **EXAMPLE-**

January data is available by February 25th. However Data Mexico availability transactions

Data arc missing. of previous available on The full month DTDC TRAVELS the 25th or market is

Data Travel data Data available missing, and \$0.10 per air by the 25th next transaction

Consolidation day of business Monthly Monthly By market in decision we find the of missing \$ 10.000 n day source. missing 125 following transactions month.

Excluding holiday or for Mexico. data from weekend. They arc tl1cn third parties. uploaded by February 27th. DTDC TRAVELS would pay a penalty for ilic 125 missing transactions.

Strictly Confidential

DTDC TRAVELS to maintain 95% data accuracy at all times for year I. Year 2 would have a goal of 99% accuracy. To achieve this WC will jointly perform a process The payment mapping would be for exercise to transactions identify Validation that arc SO. I 0 per air check with identified via transaction \$1 0.000

Data current gaps

Goal: 95% Monthly Monthly By market

accuracy in required DTDC TRAVELS Edits and the monthly that has an

fields (HR file review that error

file gaps, Mark, Debby

manual & LcAnnc

processes, conduct today.

etc.). We

will then

jointly solve

to those gaps

or identify a

new accuracy
goal.
In all cases
we would
have I month
to fi nd the
errors &
develop cure
olan. Penalty
29 ~
Strictly Confidential
maybe
maybe applied in
·
applied in
applied in  2nd month if
applied in  2nd month if  no cure in
applied in  2nd month if  no cure in  place.
applied in  2nd month if  no cure in  place.  Year 2 would
applied in  2nd month if  no cure in  place.  Year 2 would  have a goal
applied in  2nd month if  no cure in  place.  Year 2 would  have a goal  of99%
applied in  2nd month if  no cure in  place.  Year 2 would  have a goal  of99%  accuracy. To
applied in  2nd month if  no cure in  place.  Year 2 would  have a goal  of99%  accuracy. To  achieve this
applied in  2nd month if  no cure in  place.  Year 2 would  have a goal  of99%  accuracy. To  achieve this  we will
applied in  2nd month if  no cure in  place.  Year 2 would  have a goal  of99%  accuracy. To  achieve this  we will  jointly

processes,	
etc.). We	
will then	
jointly solve	
to those gaps	
or identify a	
new accuracy	
goal.	
In all cases	
we would	
have 1 month	
to find the	
errors &	
develop cure	
plan. Penalty	
maybe	
applied in	
2nd month if	
no cure in	
place.	
Data	
handover:	

exercise to

current gaps

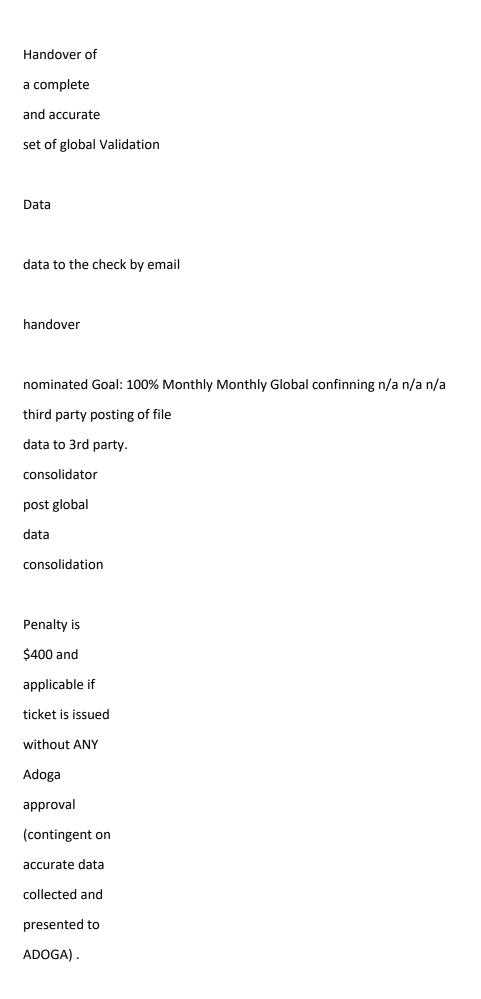
in required

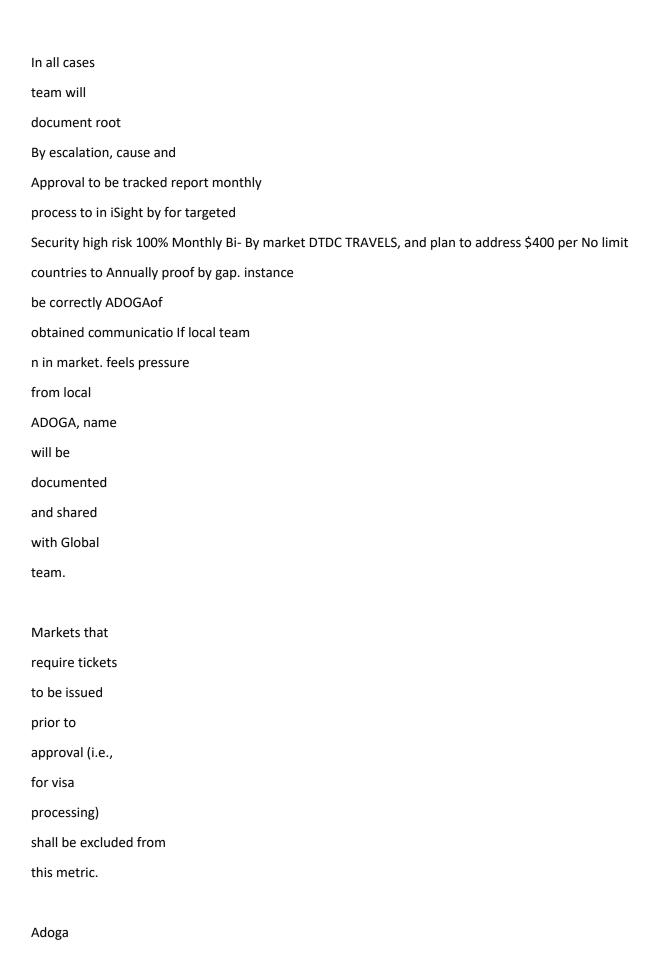
fields (HR

file gaps,

manual

identify





agrees to	
mplement, at	
minimum	
annually, an	
nternal	
communicatio	
n campaign to	
outline rules	
and value of	
ore-trip	
approval	
requirements.	
Penalty	
applied once	
eommunicatio	
n campaign	
nas been	
nitiated	
!!lobally.	
•	
EXHIBIT E	
GLOBAL FINANCIAL TERMS	

The following financial terms shall apply to the Pai1ies and/or their respect ive and applicable Partners and

Client. Additional or vaiying financial terms and/or definitions may be detailed in Exhibit F, G lobal Fee

Schedule and any Companion Agreement.

#### PAYMENT AND RECONCILIATION

### A. General Terms:

- I) Client shall be responsible for third party supplier imposed charges, resulting from the Services such as GDS fees, airline carrier fees, airline content booking fees, etc.
- 2) Client will be responsible for the agreed fees associated with additional products and value added services requested by Client listed in the Fee Schedules attached or as mutually agreed by the parties.
- 3) Airline debit memos, recall commissions, and audit adjustments arising from Client 's travel shall be invoiced in accordance with the monthly invoice process. In the case of a substantiated agent error, DTDC Travels's responsibility shall be limited to the amount attributable to the actual e1rnr, and not the entire cost of the ticket. DTDC Travels shall not be responsible for debit memos: (i) which do not result in a payment by Client for which Client would have otherwise been responsible had

do not result in a payment by Client for which Client would have otherwise been responsible had the e1rnr not occurred; (ii) resulting from Client's failure to provide copies of airline contracts to DTDC Travels within a minimum of sixty (60) days; and (iii) if, at any time during this Agreement, Client operates as a Corporate Travel Department (CTD) or reservations are processed by Client persmrnel. Any debit memos or other payments resulting from the failure to adhere to third party contracts of ca1Tiage, tariff regulations, and carrier imposed rules shall be the responsibility of the party in non-compliance, and such pai1y shall indemnify the other from any payments required to be made resulting therefrom. All unused tickets returned by Client for credit shall be returned to DTDC Travels and processed in a timely manner. DTDC Travels shall investigate Client's airline ticket inquiries or other inquiries to indus!Jy suppliers for as long as the supplier provides such data. DTDC Travels agrees at all times to use efforts consistent with indushy standards to resolve such inquiries for the bene fit of Client. Client's obligation to pay debit memos shall continue two year following the termination or expiration of this Agreement.

## B. Billing and C nrrencv:

1) In accordance with the provisions set out in this Section B and unless otherwise stated in a Companion Agreement, all Services will be perfonned and billing will be billed and paid by the local entities in each Participating Countly. All fees will be invoiced in local cunency, and will for such purposes be convelled into the applicable local currency at the exchange rates noted in this Agreement.

2 Client will provide DTDC Travels w ith Client billing addresses, purchase order numbers, account numbers, and invoicing splits as required. DTDC Travels will ensure that the instructions are adhered to and are listed on the invoices. Client reserves the right to dispute all or portions of invoices submitted and in which case, Client w ill promptly notify DTDC Travels in writing and DTDC Travels will issue a new invoice for the undisputed amounts and the disputed amounts will be subject to agreed resolution in a reasonable period of time. In the event that the Parties are unable to reach resolution within a reasonable period of time not to exceed 30 days, disputes shall be resolved in accordance with Section 19 of the Agreement.

### C. Services:

In Participating Countries where Services are provided tlu-ough an onsite location, Client shall provide

the following in connection with this Agreement at no charge to DTDC Travels:

- I) Sufficient office space and utilities necessaty for the proper functioning of Client's onsite travel office(s); and
- 2) Office equipment, supplies, furniture, and communications equipment (including usage charges), overnight mail, and ticket delivery expenses.

Strictly Confidential

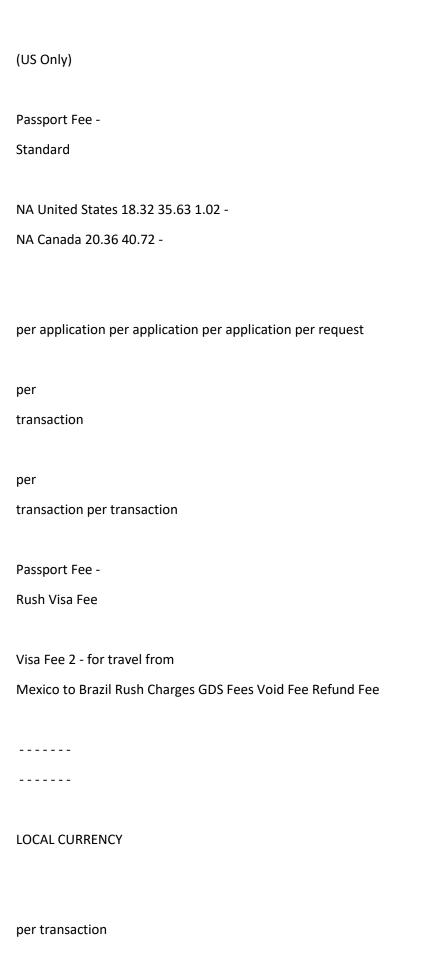
ADOGA NA

EXHIBITF
GLOBAL FEE SCHEDULE
aThJ
ADOGA MEU ADOGA LATAM ADOGAAMEA
Consolidated Pricin~onsolidated Pricin~onsolidated Pricin~onsolidated Pricin!
36
NA United States 35.63 35.63 35.63 35.63 7.13 20.36
NA Canada 41.74 41.74 41.74 - 41.74 8.95 25.74
LOCAL CURRENCY
per call per booking per application
Emergency booking
Fees- call occurs less
than 24 hours before
travel begins and after
hours
Non-Emergency
booking Fees - call
occurs 25+ hours

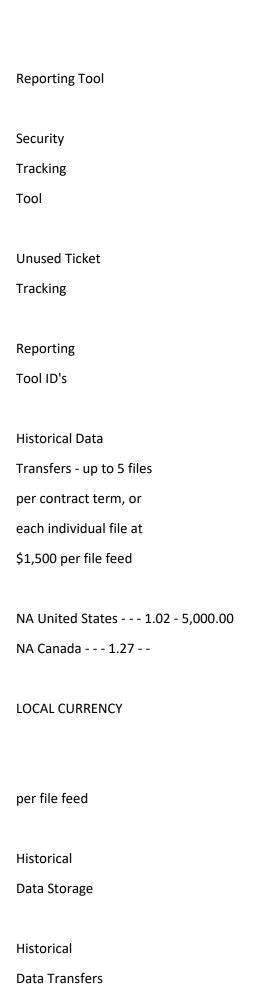
Price Assurance Audit

before travel begins

and after hours



per
transaction
per
transaction per transaction
Refund Fee - Rail
Ticket
Reclaim
Hotel
Voucher/Billb
acks
ucks
International
Rate
Desk/Special
Fares Desk
25.45
28.50
included included per transaction per file feed
Due Trie
Pre-Trip notification e-
mail
IIIaii
Global



- each file	
feed Other	
- 1,500	
-	
per unique	
reserved	
PNR per month, per site	
Licensing	
Fees	
rees	
Additional Site Fees -	
OBT Maintenance &	
Admin fee assumes one	
OBT site per Kraft region	
Implementation	
Fees	
Location	
loads/refresh	
loads	
Annual preferred	
hotel program	
load	
NA United States 4.07	

Training / Travel Expenses per day plus applicable T&E,
includes four 1-hour sessions
either via web or in person.
Applies as needed to
countries with tool

Training
Materials
(English
Only),
Translation
are at
Additional
Fee

Minimum

Get There Web
Fare Access - per
PNR for all Online
PNRs

**Penalties** 

Cliqbook Web
Fare Access - per
PNR Booked Other Other
1,000.00 1.02 2.04
1,157.00
IF DTDC TRAVELS holds Contract
LOCAL CURRENCY
DTDC Travels
North America
United States
Canada
DOMESTIC, REGIONAL & INTERNATIONAL DEFINITIONS
Domestic: Travel between two destinations that are within the same country; eg New York to
San Diego
Regional: Travel within the same continent; eg Toronto to New York
International: Travel between two continents; eg New York to London
Domestic: Travel between two destinations that are within the same country; eg Vancouver to
Toronto
Regional: Travel within the same continent; eg Toronto to New York

International: Travel between two continents; eg Vancouver to London

The information being furnished may contain DTDC Travels privileged and confidential information. Disclosure or dissemination of this information to any third party is strictly prohibited.

Kraft Foods Global, Inc. Included Global Services

Implementation Unit Cost Unit Measurement

TripSource

**Fulfillment** 

Quality Assurance V

Electronic ticketing, itinerary/invoice, or paper ticket or invoice

where required v

Standard content availability V

Air, rail, hotel, car and ferry bookings V

BSP (ARC) processing and settlement V

Monthly performance summary √

Standard Profile Management V

Custom Profile Data Feeds or Templates \$250 per hour

Authorizer \$3000 + \$165/hr

programming

one time license fee and \$165/hr for

programming (client specific rules and

logic)

Passive Approval \$0.35 per authorization

Monthly Maintenance \$125 per month

Active Approval \$1.25 per authorization

Monthly Maintenance \$400 per month

Customization custom based on scope

Portal

Implementation \$6,000 per site + applicable T&E

Custom Single Sign On (SSO) \$5,000 one time

Translation fee custom based on scope

Monthly Fee \$750 per month

Monthly charge per additional division \$350 per month

Portal Customization and Configuration \$125 per hour

Additional File Manager Storage (per 50 megabytes \$65 per month

DecisionSource

Data Manager

Standard Local Management Reporting V

Standard Local Financial Summary V

Standard Consolidated Financial Summary - Multi-country \$0.25 per transaction

Development of custom ad hoc reports \$150 per development hour with a 3 hour

minimum per request

Data Manager Training - One Day of Training includes four web-

based training sessions \$1,000 per day & applicable T+E

Security Manager

Standard Security Manager

v

Development of custom ad hoc reports \$150 per development hour with a 3 hour

minimum per request

Security Manager GoPNR Alert Component \$0.35 per transaction

Data Supply Services - to or from DTDC TRAVELS

Security Manager - DTDC TRAVELS receives third party data

\$1.25 per PNR transmitted

Pre-Trip Supply Data (Ijet, FlightLoc)

\$0.25 per transaction

Data Consolidation - post-trip - data provided in DTDC TRAVELS standard format \$2,500 one time setup fee + \$1,000 per
country

\$200 monthly per feed

\$0.50 per PNR

Custom Import Development \$150 per development hour with a 3 hour

minimum per request

DTDC Travelser Services

Market Communications V

Destination Information V

Advise of passport/visa requirements V

Global Hotel Program - DTDC TRAVELS Rates V

Industry White Papers V

Triplt (data integration) \$0

Standard (Ad Supported) per market \$0.25 per transaction

Custom (Ad free) \$0.50 per transaction

Third Party Fare Audits market price\*

**Translation Service** 

custom

Meetings & Incentives Services

custom

ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR 1/31

Country Code Country Name page

AT Austria 2
BE Belgium 3
BG Bulgaria 4
CH Switzerland 5
CZ Czech Republic 6
DE Germany 7
DK Denmark 8
ES Spain 9
FI Finland 10
FR France 11
GR Greece 12
HR Croatia 13
HU Hungary 14
IE Ireland 15
IT Italy 16
KZ Kazakhstan 17
LT Lithuania 18
NO Norway 19
NL Netherlands 20
PO Poland 21
PT Portugal 22
RO Romania 23
RS Serbia 24
RU Russia 25
SE Sweden 26
SI Slovenia 27
SK Slovakia 28
TR Turkey 29
UA Ukraine 30
UK United Kingdom 31
Pricing Adjustment completed 1.8%/MDR/22Feb18

EU Country Overview - Pricing per tab Country: AT ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR Country:AT 2/31 **Austria Current Pricing** Country: BE ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR Country: BE 3/31 **Belgium Current Pricing** Service description Fee in EUR Comments Air Domestic -Air Regional 24.43 Air International (to all other destinations) 26.46 Low Cost Carrier / Non GDS Air 24.43 Per booking Air ticket refund 20.36 Per refund request MCO 24.43 Per transaction

Hotel only bookings via phone or

email 3.56

Applies per transaction, if the booking is NOT related to an Air

ticket

Hotel Voucher Payment/billback 13.23

Car only bookings via phone or

email 3.56

Applies per transaction, if the booking is NOT related to an Air

ticket

Rail bookings made via phone or e-

mail 8.51 Per train ticket incl seat reservation per rail company

Rail refund 10.18 Per refund request

On-line ticket touchless 9.68 For an air ticket issued with no agent intervention

On-line ticket supported by a travel

agent 14.76 For an air ticket issued with an agent intervention

Hotel booking made via the online

tool 3.56 Per booking – system fee only.

Car booking made via the online

tool 3.56 Per booking – system fee only.

Online Support - Online Service Center AT - per Call

DTDC TRAVELS Visa processing - Regular 25.45 For Standard Service, Visa Vendor costs are not included and will be

charged separatly

DTDC TRAVELS Visa processing - Urgent 25.45 For Rush Service, Visa Vendor costs are not included and will be

charged separatly

**Emergency Travel Service (T24)** 

Charged per call. On the occasion when a call requires changes/amendments to more than one reservation (PNR), charge per reservation (PNR) applies. If multi-passenger PNR is handled by T24, charge per passenger applies. If a ticket or reservations is made, charge applies separately as per above fees

Other services

**Local Account Management** 

Reporting

**Security Tracking** 

FOP

**PAYMENT TERMS** 

**COMMISSIONS RETURNED** 

Personal Visa cards

n/a

Bank transfer to CH

Offline - Bookings made via phone or e-mail

Per ticket issuance

Non air products booked to an existing air ticket (PNR) are free of charge. Regardless of if all is booked together or individually

Online - Bookings made via the online tool

Other Services

Comments included in transaction fee included in transaction fee included in transaction fee All above fees do not include VAT All above fees include Credit Card Processing Fee back to overview Country: BG ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR Country:BG 4/31 **Bulgaria Current Pricing** Service description Fee in BGN Comments Air Domestic 22.40 Air Regional 22.40 Air International (to all other destinations) 22.40 Low Cost Carrier / Non GDS Air 22.40 Per booking Air ticket refund 0.00 Per refund request MCO 0.00 Per transaction Hotel only bookings via phone or email 9.16

Applies per transaction, if the booking is NOT related to an Air

ticket

Hotel Voucher Payment/billback 0.00

Car only bookings via phone or

email 9.16

Applies per transaction, if the booking is NOT related to an Air

ticket

Rail bookings made via phone or e-

mail 9.16 Per train ticket incl seat reservation per rail company

Rail refund 0.00 Per refund request

On-line ticket touchless 14.25 For an air ticket issued with no agent intervention

On-line ticket supported by a travel

agent 14.25 For an air ticket issued with an agent intervention

Hotel booking made via the online

tool 9.16 Per booking – system fee only.

Car booking made via the online

tool 9.16 Per booking – system fee only.

DTDC TRAVELS Visa processing - Regular 40.72 For Standard Service, Visa Vendor costs are not included and will be

charged separatly

DTDC TRAVELS Visa processing - Urgent 40.72 For Rush Service, Visa Vendor costs are not included and will be

charged separatly

Emergency Travel Service (T24) 50.90 Per call fee. If a ticket or reservations is made, charge applies separately as per above fees

Other services

**Local Account Management** 

Reporting

**Security Tracking** 

FOP Credit card PAYMENT TERMS 30 +30 days COMMISSIONS RETURNED No commissions Offline - Bookings made via phone or e-mail Per ticket issuance Non air products booked to an existing air ticket (PNR) are free of charge. Regardless of if all is booked together or individually Online - Bookings made via the online tool Other Services Comments included in transaction fee included in transaction fee included in transaction fee All above fees do not include VAT All above fees include Credit Card Processing Fee back to overview Country: CH

ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR

# ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR

Country:CH 5/31 **Switzerland Current Pricing** Service description Fee in CHF CH & DE serviced out of DE Comments Air Domestic 36.65 Air Regional (all Europe) 36.65 Air International (to all other destinations) 36.65 Air ticket refund 25.96 Per refund request MCO 25.96 Per transaction Hotel only bookings via phone or email 9.67 Applies per transaction, if the booking is NOT related to an Air ticket Car only bookings via phone or

email

9.67 Applies per transaction, if the booking is NOT related to
an Air ticket
Rail bookings made via phone
or e-mail
19.85 Per train ticket incl seat reservation per rail company
Rail refund 25.96 Per refund request
Online - Bookings made via the
On-line ticket touchless 15.58 For an air ticket issued with no agent intervention
On-line ticket supported by a
travel agent
23.72 For an air ticket issued with an agent intervention
On-line ticket up-charge for a
supported transaction
8.14 For an air ticket that has been issued and invoiced as
touchless that then needs to be changed.
On-line ticket up-charge for the
second change
19.55 For an air ticket that has been issued and invoiced as
touchless that then needs to be changed twice.

Hotel booking made via the online tool 5.70 Per booking – system fee only. Car booking made via the online tool 5.70 Per booking – system fee only. Rail booking made via the online tool n/a Per booking Visa processing 51.92 For Standard and Rush Service Emergency Travel Service (T24) 36.65 Per call fee. If a ticket or reservations is made, charge applies separately as per above fees Ferry/Vessel 9.83 Per Transaction Misc Services 25.96 Any other service not listed, for instance: Meet & Greet, Transfers & Limo (e.g. Emirates), TSA Secure Flight Profile Update, etc registered post for papertickets 6.11 Paper-Railtickets will be send via registered post Compaint handling 87,00 (EUR) for supplier issues not related to DTDC Travels; handled through DE Customer Care as serviced out of DE Other services

**Local Account Management** 

Reporting
Security Tracking included in transaction fee
All above fees do not include VAT
Per ticket issuance
Non air products booked to an existing air ticket (PNR) are
free of charge. Regardless of if all is booked together or
individually
Offline - Bookings made via phone or e-mail
Other Services
Comments
included in transaction fee
included in transaction fee
All above fees include Credit Card Processing Fee
Air Online fees include PNR Fee
Country: CZ
ADOGA MEU Consolidated Pricing Overview_27Feb18_MDR
ADOGA MEU Consolidated Pricing Overview_27Feb18_MDR Country:CZ 6/31
Czech Republic Current Pricing
Service description Fee in CZK Comments
Air Domestic 242.28

Air Regional

242.28

Air International (to all other

destinations) 242.28

Air ticket refund 261.63 Per refund request

MCO 261.63 Per transaction

Hotel only bookings via phone or

email 94.67

Applies per transaction, if the booking is NOT related to an Air

ticket

Car only bookings via phone or

email 94.67

Applies per transaction, if the booking is NOT related to an Air

ticket

Rail bookings can only be made via

phone or e-mail 156.77 Per train ticket incl seat reservation per rail company

Rail refund 0.00 Per refund request

On-line ticket touchless 171.02 For an air ticket issued with no agent intervention

On-line ticket supported by a travel

agent 312.53 For an air ticket issued with an agent intervention

On-line ticket up-charge for a

supported transaction

For an air ticket that has been issued and invoiced as touchless that

then needs to be changed.

On-line ticket up-charge for the

second change

For an air ticket that has been issued and invoiced as touchless that then needs to be changed twice.

Hotel booking made via the online

tool 98.75 Per booking – system fee only.

Car booking made via the online

tool 98.75 Per booking – system fee only.

DTDC TRAVELS Visa processing 419.42 For Standard and Rush Service, Visa Vendor costs are not included

and will be charged separatly

**Emergency Travel Service (T24)** 

825.60

Charged per call. On the occasion when a call requires changes/amendments to more than one reservation (PNR), charge per reservation (PNR) applies. If multi-passenger PNR is handled by T24, charge per passenger applies. If a ticket or reservations is made, charge applies separately as per above fees Ferry/Vessel n/a Per Transaction

Misc Services

314.56 Any other service not listed, for instance: Meet & Greet, Transfers &

Limo (e.g. Emirates), TSA Secure Flight Profile Update, etc

Other services

Local Account Management

Reporting

**Security Tracking** 

FOP
PAYMENT TERMS
COMMISSIONS RETURNED
Offline - Bookings made via phone or e-mail
Per ticket issuance
Non air products booked to an existing air ticket (PNR) are free of
charge. Regardless of if all is booked together or individually
Online - Bookings made via the online tool
Other Services
Comments
Credit card
n/a
No commissions
included in transaction fee
included in transaction fee
included in transaction fee
All above fees do not include VAT
All above fees include Credit Card Processing Fee
back to overview

Country: DE

ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDRCountry:DE 7/31 **Germany Current Pricing** Service description Fee in EUR CH & DE serviced out of DE Comments Air Domestic 18.32 Air Regional (all Europe) 18.32 Air International (to all other destinations) 18.32 Air ticket refund 8.25 Per refund request MCO 17.31 Per transaction Hotel only bookings via phone or email 6.18 Applies per transaction, if the booking is NOT related to an Air ticket Car only bookings via phone or email 6.18 Applies per transaction, if the booking is NOT related to an Air ticket

Rail bookings made via phone or e-mail 9.13 Per train ticket incl seat reservation per rail company

Rail refund 8.25 Per refund request

On-line ticket touchless 9.27 For an air ticket issued with no agent intervention

On-line ticket supported by a travel

agent

15.97 For an air ticket issued with an agent intervention

On-line ticket up-charge for a supported

transaction

6.70 For an air ticket that has been issued and invoiced as

touchless that then needs to be changed.

On-line ticket up-charge for the second

change

13.40 For an air ticket that has been issued and invoiced as

touchless that then needs to be changed twice.

Hotel booking made via the online tool 3.60 Per booking – system fee only.

Car booking made via the online tool 3.60 Per booking – system fee only.

Rail booking made via the online tool 5.66 Per booking

Visa processing 18.55 For Standard and Rush Service

Emergency Travel Service (T24) 30.54 Per call fee. If a ticket or reservations is made, charge applies

separately as per above fees

Ferry/Vessel 6.18 Per Transaction

Misc Services

18.55

Any other service not listed, for instance: Meet & Greet, Transfers & Limo (e.g. Emirates), TSA Secure Flight Profile Update, etc Compaint handling 86.53 for supplier issues not related to DTDC Travels Other services **Local Account Management** Reporting **Security Tracking** included in transaction fee Offline - Bookings made via phone or e-mail Per ticket issuance Non air products booked to an existing air ticket (PNR) are free of charge. Regardless of if all is booked together or individually Online - Bookings made via the online tool Other Services Comments included in transaction fee included in transaction fee All above fees do not include VAT All above fees include Credit Card Processing Fee

Air Online fees include PNR Fee

Country: DK

ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR

ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR Country:DK 8/31

**Denmark Current Pricing** 

Service description Fee in DKK Comments

Air Domestic 133.36

Air Regional 189.35

Air International (to all other

destinations) 246.36

Low Cost Carrier / Non GDS Air 0.00 Per booking

Air ticket refund 101.80 Per refund request

MCO Per transaction

Hotel only bookings via phone or

email 0.00

Applies per transaction, if the booking is NOT related to an Air

ticket

Hotel Voucher Payment/billback 208.69

Car only bookings via phone or

email 0.00

Applies per transaction, if the booking is NOT related to an Air

ticket

Rail bookings made via phone or e-

mail 123.18 Per train ticket incl seat reservation per rail company

Rail refund 101.80 Per refund request

On-line ticket touchless 78.39 For an air ticket issued with no agent intervention

On-line ticket supported by a travel

agent 120.12 For an air ticket issued with an agent intervention

Hotel booking made via the online

tool 28.50 Per booking – system fee only.

Car booking made via the online

tool 28.50 Per booking – system fee only.

Online Support NA Online Service Center AT - per Call

DTDC TRAVELS Visa processing - Regular NA For Standard Service, Visa Vendor costs are not included and will be

charged separatly

DTDC TRAVELS Visa processing - Urgent NA For Rush Service, Visa Vendor costs are not included and will be

charged separatly

Emergency Travel Service (T24)

228.03

Charged per call. On the occasion when a call requires changes/amendments to more than one reservation (PNR), charge per reservation (PNR) applies. If multi-passenger PNR is handled by T24, charge per passenger applies. If a ticket or reservations is made, charge applies separately as per above fees

Other services

**Local Account Management** 

Reporting

**Security Tracking** 

PAYMENT TERMS
COMMISSIONS RETURNED
Individual CC
POS
No commissions
Offline - Bookings made via phone or e-mail
Per ticket issuance
Non air products booked to an existing air ticket (PNR) are free of
charge. Regardless of if all is booked together or individually
Online - Bookings made via the online tool
Other Services
Comments
included in transaction fee
included in transaction fee
included in transaction fee
All above fees do not include VAT
All above fees include Credit Card Processing Fee
back to overview

FOP

Country: ES

ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR

ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR Country:ES 9/31

**Spain Current Pricing** 

Service description Fee in EUR Comments

Air Regional (all Europe) 17.10

Air International (all other) 17.10

Air Low Cost Carrier 17.10

Hotel only booking GDS Free of charge Per booking

Hotel only booking outside GDS Free of charge Per booking

Rental car only booking via GDS Free of charge Per booking

Rail booking 5.50 Per train ticket incl seat reservation per rail company

Visa processing standard fee 30.90 Per request

Visa processing rush fee 30.89 Per request

Emergency Travel Service (T24) 21.63 Per call fee

MCO 12.37 Per transaction

Ferry/Vessel 30.90 Per transaction

Refund Air & Rail 12.37 Per refund

Misc Services 30.90 Any other service not listed, for instance:

Meet & Greet, Transfers & Limo (Emirates etc.), TSA

Secure Flight Profile Update, etc.

On-line ticket touchless 9.82 For an air ticket issued with no agent intervention

On-line ticket supported by a travel agent 15.02 For an air ticket issued with an agent intervention

On-line ticket up-charge for a supported

transaction

5.19 For an air ticket that has been issued and invoiced as

touchless that then needs to be changed.

as touchless that then needs to be changed twice. Hotel only 3.60 System fee Car only 3.60 System fee Rail only 3.60 Per train ticket incl seat reservation per rail company Other services **Local Account Management** Reporting **Security Tracking FOP PAYMENT TERMS COMMISSIONS RETURNED** Air domestic 17.10 Per ticket issued Non air products booked with an air ticket can be added at any time and are free of charge. Offline - Bookings made via phone or e-mail All above fees do not include VAT Individual CC n/a as on CC Bank transfer to CH All above fees include Credit Card Processing Fee

On-line ticket up-charge for the second change - For an air ticket that has been issued and invoiced

Online - Bookings made via the online tool Comments included in transaction fee included in transaction fee included in transaction fee back to overview Country: FI ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR Country:FI 10/31 **Finnland Current Pricing** Service description Fee in EUR Comments Air Domestic 17.31 Air Regional 24.43 Air International (to all other destinations) 38.68 Low Cost Carrier / Non GDS Air 0.00 Per booking Air ticket refund 14.25 Per refund request MCO Per transaction Hotel only bookings via phone or email 0.00

Applies per transaction, if the booking is NOT related to an Air

ticket

Hotel Voucher Payment/billback 25.45

Car only bookings via phone or

email 0.00

Applies per transaction, if the booking is NOT related to an Air

ticket

Rail bookings made via phone or e-

mail 17.31 Per train ticket incl seat reservation per rail company

Rail refund 14.25 Per refund request

On-line ticket touchless 10.18 For an air ticket issued with no agent intervention

On-line ticket supported by a travel

agent 14.25 For an air ticket issued with an agent intervention

Hotel booking made via the online

tool 4.07 Per booking – system fee only.

Car booking made via the online

tool 4.07 Per booking – system fee only.

Online Support NA Online Service Center AT - per Call

DTDC TRAVELS Visa processing - Regular 15.27 For Standard Service, Visa Vendor costs are not included and will be

charged separatly

DTDC TRAVELS Visa processing - Urgent 15.27 For Rush Service, Visa Vendor costs are not included and will be

charged separatly

Emergency Travel Service (T24)

30.54

Charged per call. On the occasion when a call requires

changes/amendments to more than one reservation (PNR), charge

per reservation (PNR) applies. If multi-passenger PNR is handled by T24, charge per passenger applies. If a ticket or reservations is made, charge applies separately as per above fees

Other services

Local Account Management

Reporting

**Security Tracking** 

FOP

**PAYMENT TERMS** 

**COMMISSIONS RETURNED** 

Individual CC

POS

No commissions

Offline - Bookings made via phone or e-mail

Per ticket issuance

Non air products booked to an existing air ticket (PNR) are free of charge. Regardless of if all is booked together or individually

Online - Bookings made via the online tool

Other Services

Comments

included in transaction fee

included in transaction fee

included in transaction fee

All above fees do not include VAT All above fees include Credit Card Processing Fee back to overview Country: FR ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR Country:FR 11/31 **France Current Pricing** Service description Fee in EUR Comments Air Domestic 15.42 Air Regional 22.62 Air International (to all other destinations) 27.76 Low Cost Carrier / Non GDS Air 22.62 Per booking Air ticket refund 5.14 Per refund request MCO 22.62 Per transaction Hotel only bookings via phone or email 5.14 Applies per transaction, if the booking is NOT related to an Air ticket Hotel Voucher Payment/billback 30.85

Car only bookings via phone or

Applies per transaction, if the booking is NOT related to an Air ticket

Rail bookings made via phone or e-

mail 12.34 Per train ticket incl seat reservation per rail company

Rail refund 5.14 Per refund request

On-line ticket touchless 9.77 For an air ticket issued with no agent intervention

On-line ticket supported by a travel

agent 14.91 For an air ticket issued with an agent intervention

Hotel booking made via the online

tool 3.60 Per booking – system fee only.

Car booking made via the online

tool 3.60 Per booking – system fee only.

Online Support N/A Online Service Center AT - per Call

DTDC TRAVELS Visa processing - Regular 25.70 For Standard Service, Visa Vendor costs are not included and will be

charged separatly

DTDC TRAVELS Visa processing - Urgent 30.85 For Rush Service, Visa Vendor costs are not included and will be

charged separatly

**Emergency Travel Service (T24)** 

30.54

Charged per call. On the occasion when a call requires changes/amendments to more than one reservation (PNR), charge per reservation (PNR) applies. If multi-passenger PNR is handled by T24, charge per passenger applies. If a ticket or reservations is made, charge applies separately as per above fees

Other services
Local Account Management
Reporting
Security Tracking
FOP
PAYMENT TERMS
COMMISSIONS RETURNED
Credit cards City Cards
n/a
Bank transfer to CH
Offline - Bookings made via phone or e-mail
Per ticket issuance
Non air products booked to an existing air ticket (PNR) are free of
charge. Regardless of if all is booked together or individually
charge. Regardless of if all is booked together or individually  Online - Bookings made via the online tool
Online - Bookings made via the online tool
Online - Bookings made via the online tool Other Services
Online - Bookings made via the online tool  Other Services  Comments
Online - Bookings made via the online tool  Other Services  Comments included in transaction fee
Online - Bookings made via the online tool  Other Services  Comments included in transaction fee included in transaction fee
Online - Bookings made via the online tool  Other Services  Comments included in transaction fee
Online - Bookings made via the online tool  Other Services  Comments included in transaction fee included in transaction fee included in transaction fee
Online - Bookings made via the online tool  Other Services  Comments included in transaction fee included in transaction fee

bacl			

Country: GR

ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR

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**Greece Current Pricing** 

Service description Fee in EUR Comments

Air Domestic 10.99

Air Regional 15.07

Air International (to all other

destinations) 23.48

Low Cost Carrier / Non GDS Air same as GDS Per booking

Air ticket refund 15.27 Per refund request

MCO 10.18 Per transaction

Hotel only bookings via phone or

email 0.00

Applies per transaction, if the booking is NOT related to an Air

ticket

Hotel Voucher Payment/billback 2.04

Car only bookings via phone or

email 0.00

Applies per transaction, if the booking is NOT related to an Air

ticket

Rail bookings made via phone or e-

mail 6.92 Per train ticket incl seat reservation per rail company

Rail refund 15.27 Per refund request

On-line ticket touchless 0.00 For an air ticket issued with no agent intervention

On-line ticket supported by a travel

agent 0.00 For an air ticket issued with an agent intervention

Hotel booking made via the online

tool 0.00 Per booking – system fee only.

Car booking made via the online

tool 0.00 Per booking – system fee only.

Online Support 0.00 Online Service Center AT - per Call

DTDC TRAVELS Visa processing - Regular 20.59 For Standard Service, Visa Vendor costs are not included and will be

charged separatly

DTDC TRAVELS Visa processing - Urgent 30.90 For Rush Service, Visa Vendor costs are not included and will be

charged separatly

Emergency Travel Service (T24) 19.57 Per call fee. If a ticket or reservations is made, charge applies separately as per above fees

Other services

**Local Account Management** 

Reporting

**Security Tracking** 

**FOP** 

**PAYMENT TERMS** 

COMMISSIONS RETURNED Commissions are paid out on every invoice where applicable

Invoice

60 days via factoring

Per ticket issuance Non air products booked to an existing air ticket (PNR) are free of charge. Regardless of if all is booked together or individually Online - Bookings made via the online tool Other Services Comments included in transaction fee included in transaction fee included in transaction fee All above fees do not include VAT All above fees include Credit Card Processing Fee back to overview Country: HR ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR Country:HR 13/31 **Croatia Current Pricing** Service description Fee in HRK Comments Air Domestic 40.72

Offline - Bookings made via phone or e-mail

Air Regional

```
184.49
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Air International (to all other

destinations) 270.27

Low Cost Carrier / Non GDS Air 184.49 Per booking

Air ticket refund 51.92 Per refund request

MCO n/a Per transaction

Hotel only bookings via phone or

email 91.62

Applies per transaction, if the booking is NOT related to an Air

ticket

Hotel Voucher Payment/billback 254.50

Car only bookings via phone or

email 91.62

Applies per transaction, if the booking is NOT related to an Air

ticket

Rail bookings made via phone or e-

mail 76.35 Per train ticket incl seat reservation per rail company

Rail refund 35.63 Per refund request

On-line ticket touchless n/a For an air ticket issued with no agent intervention

On-line ticket supported by a travel

agent n/a For an air ticket issued with an agent intervention

Hotel booking made via the online

tool n/a Per booking – system fee only.

Car booking made via the online

tool n/a Per booking – system fee only.

Online Support n/a Online Service Center AT - per Call

DTDC TRAVELS Visa processing - Regular 305.40 For Standard Service, Visa Vendor costs are not included and will be
charged separatly
DTDC TRAVELS Visa processing - Urgent 509.00 For Rush Service, Visa Vendor costs are not included and will be
charged separatly
Emergency Travel Service (T24) 137.43 Per call fee. If a ticket or reservations is made, charge applies
separately as per above fees
Other services
Local Account Management
Reporting
Security Tracking
FOP
PAYMENT TERMS
COMMISSIONS RETURNED
Bi-monthly invoicing
30 days
No commissions
Offline - Bookings made via phone or e-mail
Per ticket issuance
Non air products booked to an existing air ticket (PNR) are free of
charge. Regardless of if all is booked together or individually
Online - Bookings made via the online tool
Other Services
Comments

included in transaction fee included in transaction fee included in transaction fee All above fees do not include VAT All above fees include Credit Card Processing Fee back to overview Country: HU ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR Country:HU 14/31 **Hungary Current Pricing** Service description Fee in HUF Comments Air Domestic 2952.20 Air Regional 2952.20 Air International (to all other destinations) 2952.20 Low Cost Carrier / Non GDS Air 2952.20 Per booking Air ticket refund 3206.70 Per refund request MCO n/a Per transaction Hotel only bookings via phone or email 1068.90 Applies per transaction, if the booking is NOT related to an Air

ticket

Hotel Voucher Payment/billback 3054.00

Car only bookings via phone or

email 1068.90

Applies per transaction, if the booking is NOT related to an Air

ticket

Rail bookings made via phone or e-

mail 1628.80 Per train ticket incl seat reservation per rail company

Rail refund 3206.70 Per refund request

On-line ticket touchless 2850.40 For an air ticket issued with no agent intervention

On-line ticket supported by a travel

agent 4326.50 For an air ticket issued with an agent intervention

Hotel booking made via the online

tool 1018.00 Per booking – system fee only.

Car booking made via the online

tool 1018.00 Per booking – system fee only.

Online Support 0.00 Online Service Center AT - per Call

DTDC TRAVELS Visa processing - Regular 4072.00 For Standard Service, Visa Vendor costs are not included and will be

charged separatly

DTDC TRAVELS Visa processing - Urgent 4072.00 For Rush Service, Visa Vendor costs are not included and will be

charged separatly

Emergency Travel Service (T24) 6006.20 Per call fee. If a ticket or reservations is made, charge applies

separately as per above fees

Other services

**Local Account Management** 

Reporting

**Security Tracking** 

FOP
PAYMENT TERMS
COMMISSIONS RETURNED
Amex BTA
n/a as on CC
Bank transfer to CH
Offline - Bookings made via phone or e-mail
Per ticket issuance
Non air products booked to an existing air ticket (PNR) are free of
charge. Regardless of if all is booked together or individually
Online - Bookings made via the online tool
Other Services
Comments
included in transaction fee
included in transaction fee
included in transaction fee
All above fees do not include VAT
All above fees include Credit Card Processing Fee
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Country: IE

## ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR

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**Ireland Current Pricing** 

Service description Fee in EUR Comments

Air Domestic 26.07

Air Regional

26.07

Air International (to all other

destinations) 26.07

Low Cost Carrier / Non GDS Air 26.07 Per booking

Air ticket refund 20.86 Per refund request

MCO 26.07 Per transaction

Hotel only bookings via phone or

email 13.56

Applies per transaction, if the booking is NOT related to an Air

ticket

Hotel Voucher Payment/billback 16.69

Car only bookings via phone or

email 13.56

Applies per transaction, if the booking is NOT related to an Air

ticket

Rail bookings made via phone or e-

mail 23.98 Per train ticket incl seat reservation per rail company

Rail refund 20.86 Per refund request

On-line ticket touchless 9.39 For an air ticket issued with no agent intervention On-line ticket supported by a travel agent 16.69 For an air ticket issued with an agent intervention Hotel booking made via the online tool 0.00 Per booking – system fee only. Car booking made via the online tool 0.00 Per booking – system fee only. Online Support 0.00 Online Service Center AT - per Call DTDC TRAVELS Visa processing - Regular 26.59 For Standard Service, Visa Vendor costs are not included and will be charged separatly DTDC TRAVELS Visa processing - Urgent 42.55 For Rush Service, Visa Vendor costs are not included and will be charged separatly Emergency Travel Service (T24) 16.17 Per call fee. If a ticket or reservations is made, charge applies separately as per above fees Other services **Local Account Management** Reporting **Security Tracking** FOP **PAYMENT TERMS COMMISSIONS RETURNED** ADOGA Company CC N/A as on CC No commissions Offline - Bookings made via phone or e-mail

Per ticket issuance

Non air products booked to an existing air ticket (PNR) are free of charge. Regardless of if all is booked together or individually Online - Bookings made via the online tool Other Services Comments included in transaction fee included in transaction fee included in transaction fee All above fees do not include VAT All above fees include Credit Card Processing Fee back to overview Country: IT ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR Country:IT 16/31 **Italy Current Pricing** Service description Fee in EUR Comments Air Domestic 19.60 Air Regional 19.60 Air International (to all other destinations) 19.60

Low Cost Carrier / Non GDS Air 19.60 Per booking

Air ticket refund 5.16 Per refund request

MCO 19.60 Per transaction

Hotel only bookings via phone or

email 0.00

Applies per transaction, if the booking is NOT related to an Air

ticket

Hotel Voucher Payment/billback 15.47

Car only bookings via phone or

email 0.00

Applies per transaction, if the booking is NOT related to an Air

ticket

Rail bookings made via phone or e-

mail 7.74 Per train ticket incl seat reservation per rail company

Rail refund 5.16 Per refund request

On-line ticket touchless 9.80 For an air ticket issued with no agent intervention

On-line ticket supported by a travel

agent 19.60 For an air ticket issued with an agent intervention

Hotel booking made via the online

tool 0.00 Per booking – system fee only.

Car booking made via the online

tool 0.00 Per booking – system fee only.

Online Support 0.00 Online Service Center AT - per Call

DTDC TRAVELS Visa processing - Regular 20.62 For Standard Service, Visa Vendor costs are not included and will be

charged separatly

DTDC TRAVELS Visa processing - Urgent 20.62 For Rush Service, Visa Vendor costs are not included and will be

charged separatly

Emergency Travel Service (T24)

30.54

Charged per call. On the occasion when a call requires changes/amendments to more than one reservation (PNR), charge per reservation (PNR) applies. If multi-passenger PNR is handled by T24, charge per passenger applies. If a ticket or reservations is made, charge applies separately as per above fees

Other services

**Local Account Management** 

Reporting

**Security Tracking** 

FOP

**PAYMENT TERMS** 

**COMMISSIONS RETURNED** 

ADOGA company CC

Services and Fees charged POS

Local bank transfer

Offline - Bookings made via phone or e-mail

Per ticket issuance

Non air products booked to an existing air ticket (PNR) are free of charge. Regardless of if all is booked together or individually

Online - Bookings made via the online tool

## Other Services

Comments

included in transaction fee

included in transaction fee

included in transaction fee

All above fees do not include VAT

All above fees include Credit Card Processing Fee

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Kazakhstan Current Pricing

Service description Fee in KZT Comments

Air Domestic 4377.40

Air Regional 4377.40

Air International (to all other

destinations) 8144.00

Low Cost Carrier / Non GDS Air 8144.00 Per booking

Air ticket refund 1221.60 Per refund request

MCO Per transaction

Hotel only bookings via phone or

email 2545.00

Applies per transaction, if the

booking is NOT related to an Air

ticket

Hotel Voucher Payment/billback 7635.00

Car only bookings via phone or

email 2545.00

Applies per transaction, if the

booking is NOT related to an Air

ticket

Rail bookings for Domestic routes 509.00 Per train ticket incl seat reservation

per rail company

Rail bookings for International

routes 4581.00

Rail refund 1221.60 Per refund request

On-line ticket touchless N/A For an air ticket issued with no

agent intervention

On-line ticket supported by a travel

agent N/A

For an air ticket issued with an

agent intervention

Hotel booking made via the online

tool N/A Per booking – system fee only.

Car booking made via the online

tool N/A Per booking – system fee only.

DTDC TRAVELS Visa processing - Regular

5090.00

For Standard Service, Visa Vendor

costs are not included and will be

charged separatly

## DTDC TRAVELS Visa processing - Urgent

10180.00

For Rush Service, Visa Vendor costs are not included and will be charged separatly

Emergency Travel Service (T24)

0.00

Per call fee. If a ticket or reservations is made, charge applies separately as per above fees

Other services

**Local Account Management** 

Reporting

**Security Tracking** 

FOP

**PAYMENT TERMS** 

**COMMISSIONS RETURNED** 

Credit card

25 days by contract

No commissions

Offline - Bookings made via phone or e-mail

Per ticket issuance
Non air products booked to an
existing air ticket (PNR) are free of
charge. Regardless of if all is
booked together or individually
Online - Bookings made via the online tool
Other Services
Comments
included in transaction fee
included in transaction fee
included in transaction fee
All above fees do not include VAT
All above fees include Credit Card Processing Fee
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Country: LT
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ADOGA MEU Consolidated Pricing Overview_27Feb18_MDR Country: LT 18/31
Lithuania Current Pricing
Service description Fee in EUR Comments

Air Domestic n/a

Air Regional 11.20

Air International (to all other destinations) 11.20

Air ticket refund 3.05 Per refund request

MCO 3.05 Per transaction

Hotel only bookings via phone or email 5.09 Applies per transaction, if the booking is NOT related to an Air ticket

Hotel Voucher Payment/billback 5.00% per invoice amount

Car only bookings via phone or email 5.09 Applies per transaction, if the booking is NOT related to an Air ticket

Rail bookings made via phone or e-mail 5.09 Per train ticket incl seat reservation per rail company

Rail refund 3.05 Per refund request

On-line ticket touchless 0.00 For an air ticket issued with no agent

intervention

On-line ticket supported by a travel agent 0.00 For an air ticket issued with an agent intervention

Hotel booking made via the online tool 0.00 Per booking – system fee only.

Car booking made via the online tool 0.00 Per booking – system fee only.

Online Support 0.00 Online Service Center AT - per Call

DTDC TRAVELS Visa processing - Regular 12.22 For Standard Service, Visa Vendor costs are not included and will be charged separatly

DTDC TRAVELS Visa processing - Urgent 12.22 For Rush Service, Visa Vendor costs are not included and will be charged separatly

Emergency Travel Service (T24)

0\*

\*local 24/7 service. If DTDC TRAVELS24/7 in AMS used, global charges apply - Per call fee. If a ticket or reservations is made, charge applies separately as per above fees.

*local 24/7 service. If DTDC TRAVELS24/7 in AMS used, global charges apply
Other services
Local Account Management
Reporting
Security Tracking
FOP
PAYMENT TERMS
COMMISSIONS RETURNED
Invoice
30 days
No commissions
Offline - Bookings made via phone or e-mail
Per ticket issuance
Non air products booked to an existing air ticket
(PNR) are free of charge. Regardless of if all is
booked together or individually
Online - Bookings made via the online tool
Other Services
Comments
included in transaction fee
included in transaction fee
included in transaction fee

All above fees do not include VAT All above fees include Credit Card Processing Fee back to overview Country: NO ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR Country:NO 19/31 **Norway Current Pricing** Service description Fee in NOK Comments Air Domestic 155.75 Air Regional 218.87 Air International (to all other destinations) 306.42 Low Cost Carrier / Non GDS Air 0.00 Per booking Air ticket refund 108.93 Per refund request MCO Per transaction Hotel only bookings via phone or email 0.00 Applies per transaction, if the booking is NOT related to an Air ticket Hotel Voucher Payment/billback 208.69 Car only bookings via phone or

email 0.00

Applies per transaction, if the booking is NOT related to an Air ticket

Rail bookings made via phone or e-

mail 140.48 Per train ticket incl seat reservation per rail company

Rail refund 108.93 Per refund request

On-line ticket touchless 94.67 For an air ticket issued with no agent intervention

On-line ticket supported by a travel

agent 144.56 For an air ticket issued with an agent intervention

Hotel booking made via the online

tool 34.61 Per booking – system fee only.

Car booking made via the online

tool 34.61 Per booking – system fee only.

Online Support NA Online Service Center AT - per Call

DTDC TRAVELS Visa processing - Regular NA For Standard Service, Visa Vendor costs are not included and will be

charged separatly

DTDC TRAVELS Visa processing - Urgent NA For Rush Service, Visa Vendor costs are not included and will be

charged separatly

**Emergency Travel Service (T24)** 

283.00

Charged per call. On the occasion when a call requires changes/amendments to more than one reservation (PNR), charge per reservation (PNR) applies. If multi-passenger PNR is handled by T24, charge per passenger applies. If a ticket or reservations is made, charge applies separately as per above fees

Other services

Local Account Management
Reporting
Security Tracking
FOP
PAYMENT TERMS
COMMISSIONS RETURNED
Individual CC
POS
No commissions
Offline - Bookings made via phone or e-mail
Per ticket issuance
Non air products booked to an existing air ticket (PNR) are free of
charge. Regardless of if all is booked together or individually
Online - Bookings made via the online tool
Other Services
Comments
included in transaction fee
included in transaction fee
included in transaction fee
All above fees do not include VAT
All above fees include Credit Card Processing Fee

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Country: NL

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ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR Country:NL 20/31

the Netherlands Current Pricing

Service description Fee in EUR Comments

Air Domestic 21.61

Air Regional

21.61

Air International (to all other

destinations) 21.65

Low Cost Carrier / Non GDS Air 21.61 Per booking

Air ticket refund 22.73 Per refund request

MCO Per transaction

Hotel only bookings via phone or

email 11.04

Applies per transaction, if the booking is NOT related to an Air

ticket

Hotel Voucher Payment/billback 16.52

Car only bookings via phone or

email 11.04

Applies per transaction, if the booking is NOT related to an Air

ticket

Rail bookings made via phone or e-

mail 8.27

Per train ticket incl seat reservation per rail company. Note: fo

making a rail reservation we mostly need 4 segments, so it will be 4

times € 8.27

Rail refund 22.73 Per refund request

On-line ticket touchless 9.81 For an air ticket issued with no agent intervention

On-line ticket supported by a travel

agent 21.61 For an air ticket issued with an agent intervention

Hotel booking made via the online

tool 3.61 Per booking – system fee only.

Car booking made via the online

tool 3.61 Per booking – system fee only.

Online Support 12.73 Online Service Center AT - per Call

DTDC TRAVELS Visa processing - Regular 30.49 For Standard Service, Visa Vendor costs are not included and will be

charged separatly

DTDC TRAVELS Visa processing - Urgent NA For Rush Service, Visa Vendor costs are not included and will be

charged separatly

Emergency Travel Service (T24) 21.69 Per call fee. If a ticket or reservations is made, charge applies separately as per above fees

Other services

**Local Account Management** 

Reporting

Security Tracking

FOP

**PAYMENT TERMS** 

**COMMISSIONS RETURNED** 

Personal CC	
n/a	
Bank transfer to CH	
Offline - Bookings made via phone or e-mail	
Per ticket issuance	
Non air products booked to an existing air ticket (PNR) are free of	
charge. Regardless of if all is booked together or individually	
Online - Bookings made via the online tool	
Other Services	
Comments	
included in transaction fee	
included in transaction fee	
included in transaction fee	
All above fees do not include VAT	
All above fees include Credit Card Processing Fee	
back to overview	
Country: PO	
ADOGA MEU Consolidated Pricing Overview_27Feb18_MDR	
ADOGA MEU Consolidated Pricing Overview_27Feb18_MDR Country: PO 21/31	

**Poland Current Pricing** 

Service description Fee in PLN Comments

Air Domestic 40.72

Air Regional 66.17

Air International (to all other destinations) 76.35

Air ticket refund 45.81 Per refund request

MCO 55.99 Per transaction

Hotel only bookings via phone or email 35.63 Applies per transaction, if the booking is NOT related to an Air ticket

Hotel Voucher Payment/billback 66.17 fixed amount per booking

Car only bookings via phone or email 25.45 Applies per transaction, if the booking is NOT related to an Air ticket

Rail bookings made via phone or e-mail 25.45 Per train ticket incl seat reservation per rail company

Rail refund 15.27 Per refund request

On-line ticket touchless 28.50 For an air ticket issued with no agent

intervention

On-line ticket supported by a travel agent 61.08 For an air ticket issued with an agent intervention

Hotel booking made via the online tool 20.36 Per booking – system fee only.

Car booking made via the online tool 15.27 Per booking – system fee only.

Online Support free Online Service Center AT - per case

DTDC TRAVELS Visa processing - Regular 115.03 For Standard Service, Visa Vendor costs are not included and will be charged separatly

DTDC TRAVELS Visa processing - Urgent 227.01 For Rush Service, Visa Vendor costs are not included and will be charged separatly

Emergency Travel Service (T24)

111.98 Per call fee. If a ticket or reservations is made,

charge applies separately as per above fees

Other services
Local Account Management
Reporting
Security Tracking
FOP
PAYMENT TERMS
COMMISSIONS RETURNED
Credit card
n/a
No commissions
Offline - Bookings made via phone or e-mail
Per ticket issuance
Non air products booked to an existing air ticket
(PNR) are free of charge. Regardless of if all is
booked together or individually
Online - Bookings made via the online tool
Other Services
Comments
included in transaction fee
included in transaction fee
included in transaction fee

All above fees include Credit Card Processing Fee

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Country: PT

ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR

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**Portugal Current Pricing** 

Service description Fee in EUR Comments

Air Domestic 10.18

Air Regional

10.18

Air International (to all other

destinations) 10.18

Low Cost Carrier / Non GDS Air 10.18 Per booking

Air ticket refund free of charge Per refund request

MCO 10.18 Per transaction

Hotel only bookings via phone or

email free of charge

Applies per transaction, if the booking is NOT related to an Air

ticket

Hotel Voucher Payment/billback 0.00

Car only bookings via phone or

email free of charge

Applies per transaction, if the booking is NOT related to an Air

Rail bookings made via phone or e-

mail 7.28 Per train ticket incl seat reservation per rail company

Rail refund free of charge Per refund request

On-line ticket touchless 6.87 For an air ticket issued with no agent intervention

On-line ticket supported by a travel

agent 10.18 For an air ticket issued with an agent intervention

Hotel booking made via the online

tool 3.60 Per booking – system fee only.

Car booking made via the online

tool 3.60 Per booking – system fee only.

DTDC TRAVELS Visa processing - Regular 25.33 For Standard Service, Visa Vendor costs are not included and will be

charged separatly

DTDC TRAVELS Visa processing - Urgent 25.33 For Rush Service, Visa Vendor costs are not included and will be

charged separatly

Emergency Travel Service (T24) free of charge Per call fee. If a ticket or reservations is made, charge applies

separately as per above fees

Other services

**Local Account Management** 

Reporting

**Security Tracking** 

FOP

**PAYMENT TERMS** 

COMMISSIONS RETURNED Bank Transfer to Adoga Europe Service in Portugal

Credit card

n/a as on CC

Offline - Bookings made via phone or e-mail Per ticket issuance Non air products booked to an existing air ticket (PNR) are free of charge. Regardless of if all is booked together or individually Online - Bookings made via the online tool Other Services Comments included in transaction fee included in transaction fee included in transaction fee All above fees do not include VAT All above fees include Credit Card Processing Fee back to overview Country: RO ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR Country: RO 23/31 Romania Current Pricing Service description Fee in RON Comments

Air Domestic 11.20

Air Regional 17.31

Air International (to all other destinations) 17.31

Air ticket refund 5.09 Per refund request

MCO 10.18 Per transaction

Hotel only bookings via phone or email 10.18 Applies per transaction, if the booking is NOT related to an Air ticket

Hotel Voucher Payment/billback 5.00% per invoice amount

Car only bookings via phone or email 10.18 Applies per transaction, if the booking is NOT related to an Air ticket

Rail bookings made via phone or e-mail 10.18 Per train ticket incl seat reservation per rail company

Rail refund 5.09 Per refund request

On-line ticket touchless 6.11 For an air ticket issued with no agent

intervention

On-line ticket supported by a travel agent 9.16 For an air ticket issued with an agent intervention

Hotel booking made via the online tool 6.11 Per booking – system fee only.

Car booking made via the online tool 6.11 Per booking – system fee only.

Online Support free Online Service Center AT - per Call

DTDC TRAVELS Visa processing - Regular 25.45 For Standard Service, Visa Vendor costs are not included and will be charged separatly

DTDC TRAVELS Visa processing - Urgent 35.63 For Rush Service, Visa Vendor costs are not included and will be charged separatly

Emergency Travel Service (T24)

30.54 Per call fee. If a ticket or reservations is made,

charge applies separately as per above fees

Other services

**Local Account Management** 

Reporting

## **Security Tracking** FOP **PAYMENT TERMS COMMISSIONS RETURNED** Credit card 30 days after invoicing No commissions Offline - Bookings made via phone or e-mail Per ticket issuance Non air products booked to an existing air ticket (PNR) are free of charge. Regardless of if all is booked together or individually Online - Bookings made via the online tool Other Services Comments included in transaction fee included in transaction fee included in transaction fee All above fees do not include VAT All above fees include Credit Card Processing Fee

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Country: RS

ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR

ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR Country:RS 24/31

Serbia Current Pricing

Service description Fee in EUR Comments

Air Domestic n/a

Air Regional 25.27

Air International (to all other

destinations) 37.01

Low Cost Carrier / Non GDS Air 25.27 Per booking

Air ticket refund 51.92 Per refund request

MCO n/a Per transaction

Hotel only bookings via phone or

email 12.22

Applies per transaction, if the booking is NOT related to an

Air ticket

Hotel Voucher Payment/billback 33.59

Car only bookings via phone or

email 12.22

Applies per transaction, if the booking is NOT related to an

Air ticket

Rail bookings made via phone or

e-mail 10.18 Per train ticket incl seat reservation per rail company Rail refund 4.68 Per refund request On-line ticket touchless n/a For an air ticket issued with no agent intervention On-line ticket supported by a travel agent n/a For an air ticket issued with an agent intervention Hotel booking made via the online tool n/a Per booking – system fee only. Car booking made via the online tool n/a Per booking – system fee only. Online Support n/a Online Service Center AT - per Call DTDC TRAVELS Visa processing - Regular 40.72 For Standard Service, Visa Vendor costs are not included and will be charged separatly DTDC TRAVELS Visa processing - Urgent 68.21 For Rush Service, Visa Vendor costs are not included and will be charged separatly Emergency Travel Service (T24) 19.34 Per call fee. If a ticket or reservations is made, charge applies separately as per above fees Other services **Local Account Management** Reporting Security Tracking FOP **PAYMENT TERMS COMMISSIONS RETURNED** Bi-monthly invoicing 30 days

Offline - Bookings made via phone or e-mail

No commissions

Per ticket issuance Non air products booked to an existing air ticket (PNR) are free of charge. Regardless of if all is booked together or individually Online - Bookings made via the online tool Other Services Comments included in transaction fee included in transaction fee included in transaction fee All above fees do not include VAT All above fees include Credit Card Processing Fee back to overview **Russia Current Pricing** Service description Fee in RUB Comments Air Domestic Air Regional Air International (to all other destinations) Low Cost Carrier / Non GDS Air Per booking Air ticket refund - Per refund request MCO - Per transaction

Hotel only bookings via phone or email 215.82 Applies per transaction, if the booking is NOT related

to an Air ticket

Hotel Voucher Payment/billback n/a Per bill back

Car only bookings via phone or email 215.82 Applies per transaction, if the booking is NOT related to an Air ticket

Rail bookings made via phone or e-mail 215.82 Per train ticket incl seat reservation per rail company
Rail refund 215.82 Per refund request

On-line ticket touchless

719.73 For an air ticket issued with no agent intervention

On-line ticket supported by a travel agent

775.72 For an air ticket issued with an agent intervention

Hotel booking made via the online tool n/a Per booking – system fee only.

Car booking made via the online tool n/a Per booking – system fee only.

DTDC TRAVELS Visa processing - Regular

1,425.20

For Standard Service, Visa Vendor costs are not included and will be charged separatly

DTDC TRAVELS Visa processing - Urgent

1,425.20

For Rush Service, Visa Vendor costs are not included and will be charged separatly

Emergency Travel Service (T24)

\_

Per call fee. If a ticket or reservations is made, charge applies separately as per above fees

Other services
Local Account Management
Reporting
Security Tracking
FOP
PAYMENT TERMS
COMMISSIONS RETURNED
Credit card
30 days of post payment
No commissions
Offline - Bookings made via phone or e-mail
Per ticket issuance
Non air products booked to an existing air ticket
(PNR) are free of charge. Regardless of if all is booked
together or individually
Online - Bookings made via the online tool
Other Services
775.72
All above fees include Credit Card Processing Fee

Comments

included in transaction fee

included in transaction fee included in transaction fee All above fees do not include VAT back to overview Country: SE ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR Country:SE 26/31 **Sweden Current Pricing** Service description Fee in SEK Comments Air Domestic 187.31 Air Regional 270.79 Air International (to all other destinations) 353.25 Low Cost Carrier / Non GDS Air 0.00 Per booking Air ticket refund 131.32 Per refund request MCO Per transaction Hotel only bookings via phone or email 0.00 Applies per transaction, if the booking is NOT related to an Air ticket

Hotel Voucher Payment/billback 218.87

Car only bookings via phone or

email 0.00

Applies per transaction, if the booking is NOT related to an Air

ticket

Rail bookings made via phone or e-

mail 124.20 Per train ticket incl seat reservation per rail company

Rail refund 131.32 Per refund request

On-line ticket touchless 107.91 For an air ticket issued with no agent intervention

On-line ticket supported by a travel

agent 143.54 For an air ticket issued with an agent intervention

Hotel booking made via the online

tool 38.68 Per booking – system fee only.

Car booking made via the online

tool 38.68 Per booking – system fee only.

Online Support NA Online Service Center AT - per Call

DTDC TRAVELS Visa processing - Regular NA For Standard Service, Visa Vendor costs are not included and will be

charged separatly

DTDC TRAVELS Visa processing - Urgent NA For Rush Service, Visa Vendor costs are not included and will be

charged separatly

**Emergency Travel Service (T24)** 

289.11

Charged per call. On the occasion when a call requires

changes/amendments to more than one reservation (PNR), charge

per reservation (PNR) applies. If multi-passenger PNR is handled by

T24, charge per passenger applies. If a ticket or reservations is

made, charge applies separately as per above fees

Other services
Local Account Management
Reporting
Security Tracking
FOP
PAYMENT TERMS
COMMISSIONS RETURNED
Individual CC
POS
No commissions
Offline - Bookings made via phone or e-mail
Per ticket issuance
Non air products booked to an existing air ticket (PNR) are free of
charge. Regardless of if all is booked together or individually
Online - Bookings made via the online tool
Other Services
Comments
included in transaction fee
included in transaction fee
included in transaction fee
All above fees do not include VAT

All above fees include Credit Card Processing Fee

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Service off-line Fee in EUR Comments

Air Regional (all Europe) 19.64

Air International (all other) 24.73

Air Low Cost Carrier 19.64

Hotel only booking GDS 4.37 Per booking

Hotel only booking outside GDS 4.37 Per booking

Rental car only booking via GDS 4.37 Per booking

Rail booking domestic 4.37 Per train ticket incl seat reservation (see

rail definition below)

Rail booking international 4.37 Per train ticket incl seat reservation (see

rail definition below)

Visa processing standard fee 20.36 Per request (€ 51.00 Express)

Passport fee 20.36 Per request

Rush fee (Visa & Passport) 20.36 Per request

Emergency Travel Service (T24) 21.38 Per call fee

MCO 0.00 Per transaction

Hotel voucher 8.14 Per transaction

Refund Air & Rail 0.00 Per refund

Misc Services 20.36 Any other service not listed, for instance:

Meet & Greet, Transfers & Limo (Emirates

etc.), Bus reservations, restaurants,

Mileage upgradeetc.

Service on-line Fee in local currency Comments

On-line ticket touchless n/a For an air ticket issued with no agent

intervention

On-line ticket supported by a travel agent n/a For an air ticket issued with an agent

intervention

On-line ticket up-charge for a supported

transaction

n/a For an air ticket that has been issued and

invoiced as touchless that then needs to be

changed.

On-line ticket up-charge for the second change n/a For an air ticket that has been issued and

invoiced as touchless that then needs to be

changed twice.

Hotel only n/a System fee

Car only n/a System fee

Rail only n/a Per train ticket incl seat reservation (see

rail definition below)

**Other services Comments** 

Local Account Management Free of charge

Reporting Free of charge

Security Tracking Free of charge

All above fees do not include VAT

Manual invoicing agreed, no credit card in place

FOP

**PAYMENT TERMS** 

**COMMISSIONS RETURNED** 

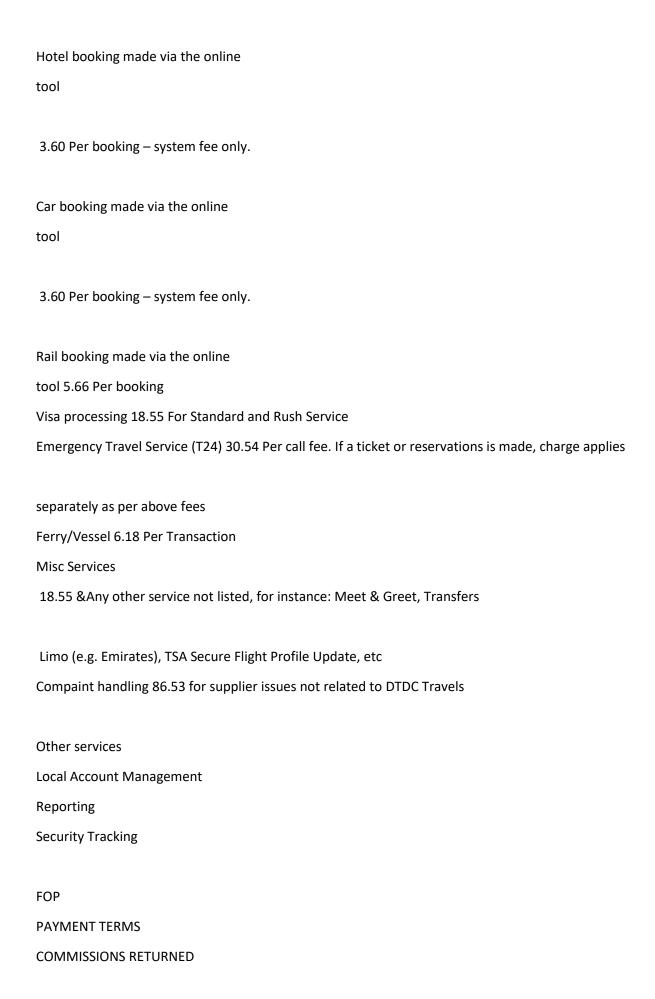
Country: SK

ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR Country:SK 28/31 Slovakia Current Pricing Service description Fee in EUR SK serviced out of DE Comments Air Domestic 18.32 Air Regional (all Europe) 18.32 Air International (to all other destinations) 18.32 Air ticket refund 8.25 Per refund request MCO 17.31 Per transaction Hotel only bookings via phone or email 6.18 Applies per transaction, if the booking is NOT related to an Air

ticket

Car only bookings via phone or

email
6.18 Applies per transaction, if the booking is NOT related to an Air
ticket
Rail bookings made via phone or e-mail
9.13 Per train ticket incl seat reservation per rail company
Rail refund 8.25 Per refund request
On-line ticket touchless 9.27 For an air ticket issued with no agent intervention
On-line ticket supported by a travel
agent
15.97 For an air ticket issued with an agent intervention
On-line ticket up-charge for a
supported transaction
6.70 For an air ticket that has been issued and invoiced as touchless that
then needs to be changed.
On-line ticket up-charge for the second change
222 2
13.40 For an air ticket that has been issued and invoiced as touchless that
then needs to be changed twice.



included in transaction fee
Offline - Bookings made via phone or e-mail
Per ticket issuance
Non air products booked to an existing air ticket (PNR) are free of
charge. Regardless of if all is booked together or individually
Online - Bookings made via the online tool
Other Services
Comments
Credit card
n/a
No commissions
included in transaction fee
included in transaction fee
All above fees do not include VAT
All above fees include Credit Card Processing Fee
Air Online fees include PNR Fee
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overview

**Turkey Current Pricing** 

Service description Fee in TRY Comments

Air Domestic 10.18

Air Regional 18.32

Air International (to all other destinations) 34.71

Low Cost Carrier / Non GDS Air 18.32 Per booking

Air ticket refund as per air trx Per refund request

MCO as per air trx Per transaction

Hotel only bookings via phone or email 4.73 Applies per transaction, if the booking is NOT related to an Air

ticket

Hotel Voucher Payment/billback n/a

Car only bookings via phone or email 4.73 Applies per transaction, if the booking is NOT related to an Air

ticket

Rail bookings made via phone or e-mail 7.89 Per train ticket incl seat reservation per rail company

Rail refund n/a Per refund request

On-line ticket touchless n/a For an air ticket issued with no agent intervention

On-line ticket supported by a travel agent n/a For an air ticket issued with an agent intervention

Hotel booking made via the online tool n/a Per booking – system fee only.

Car booking made via the online tool n/a Per booking – system fee only.

DTDC TRAVELS Visa processing - Regular 61.08 For Standard Service, Visa Vendor costs are not included and will

be charged separatly

DTDC TRAVELS Visa processing - Urgent n/a For Rush Service, Visa Vendor costs are not included and will be

charged separatly

Emergency Travel Service (T24) 32.58 Per call fee. If a ticket or reservations is made, charge applies
separately as per above fees
Other services
Local Account Management
Reporting
Security Tracking
FOP
PAYMENT TERMS
COMMISSIONS RETURNED
Credit card
30 days
No commissions
Offline - Bookings made via phone or e-mail
Per ticket issuance
Non air products booked to an existing air ticket (PNR) are free of
charge. Regardless of if all is booked together or individually
Online - Bookings made via the online tool
Other Services
Comments
included in transaction fee
included in transaction fee
included in transaction fee

All above fees do not include VAT All above fees include Credit Card Processing Fee back to overview **Ukraine Current Pricing** Service description Fee in UAH Comments Air Domestic 183.24 Air CIS-countries 213.78 Air Regional (besides CIS-countries) 315.58 Air International (to all other destinations) 315.58 Low Cost Carrier / Non GDS Air n\a Per booking Air ticket refund Domestic 62.35 Per refund request Air ticket refund Regional 142.52 Per refund request Air ticket refund International 213.78 Per refund request MCO Domestic 62.35 Per transaction MCO Regional 142.52 Per transaction MCO International 213.78 Per transaction Hotel only bookings via phone or email 142.52 Applies per transaction, if the booking is NOT related to an Air ticket Hotel programme 424.17 local service/requirement - prepare the offical invitation for the foreigners to visit Ukraine

Car only bookings via phone or email 142.52 Applies per transaction, if the booking is NOT related to

Air ticket

an

Rail bookings made via phone or e-mail 40.72 Per train ticket incl seat reservation per rail company

Rail bookings via Europe 101.80 Per train ticket incl seat reservation per rail company

Rail refund - Per refund request

On-line ticket touchless n\a For an air ticket issued with no agent intervention

On-line ticket supported by a travel agent n\a For an air ticket issued with an agent intervention

Hotel booking made via the online tool n\a Per booking – system fee only.

Car booking made via the online tool n\a Per booking – system fee only.

DTDC TRAVELS Visa processing - Regular

458.10

For Standard Service, Visa Vendor costs are not included and will be charged separatly

DTDC TRAVELS Visa processing - Urgent

763.50

For Rush Service, Visa Vendor costs are not included and will be charged separatly

Emergency Travel Service (T24)

-

Per call fee. If a ticket or reservations is made, charge applies separately as per above fees

Delivery 20.36 Per request

International passport service 203.60 Per request

VIP service at airports, VIP car, excursions and guide/interpreter, other sevices

## 203.94 Per request Other services **Local Account Management** Reporting **Security Tracking** FOP **PAYMENT TERMS COMMISSIONS RETURNED** Offline - Bookings made via phone or e-mail Online - Bookings made via the online tool Other Services included in transaction fee included in transaction fee Credit card 30 days by local contract No commissions

Non air products booked to an existing air ticket (PNR) are free of charge. Regardless of if all is booked together or individually

Comments

Per ticket issuance

All above fees do not include VAT All above fees include Credit Card Processing Fee included in transaction fee back to overview Country: UK ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR ADOGA MEU Consolidated Pricing Overview\_27Feb18\_MDR Country:UK 31/31 **United Kingdom Current Pricing** Service description Fee in GBP Comments Air Domestic 26.07 Air Regional 26.07 Air International (to all other destinations) 26.07 Low Cost Carrier / Non GDS Air 26.07 Per booking Air ticket refund 20.86 Per refund request MCO 26.07 Per transaction Hotel only bookings via phone or email 13.56 Applies per transaction, if the booking is NOT related to an Air

ticket

Hotel Voucher Payment/billback 16.69

Car only bookings via phone or

email 13.56

Applies per transaction, if the booking is NOT related to an Air

ticket

Rail bookings made via phone or e-

mail 23.98 Per train ticket incl seat reservation per rail company

Rail refund 20.86 Per refund request

On-line ticket touchless 9.39 For an air ticket issued with no agent intervention

On-line ticket supported by a travel

agent

16.69

For an air ticket issued with an agent intervention/On line Low

Touch Fee: This will be applied when auditing multi sector bookings

2+ sectors. The audit will review what has been booked, identify if

there is a better way to issue the ticket to make a positive financial

difference for Adoga.

Hotel booking made via the online

tool 0.00 Per booking – system fee only.

Car booking made via the online

tool 0.00 Per booking – system fee only.

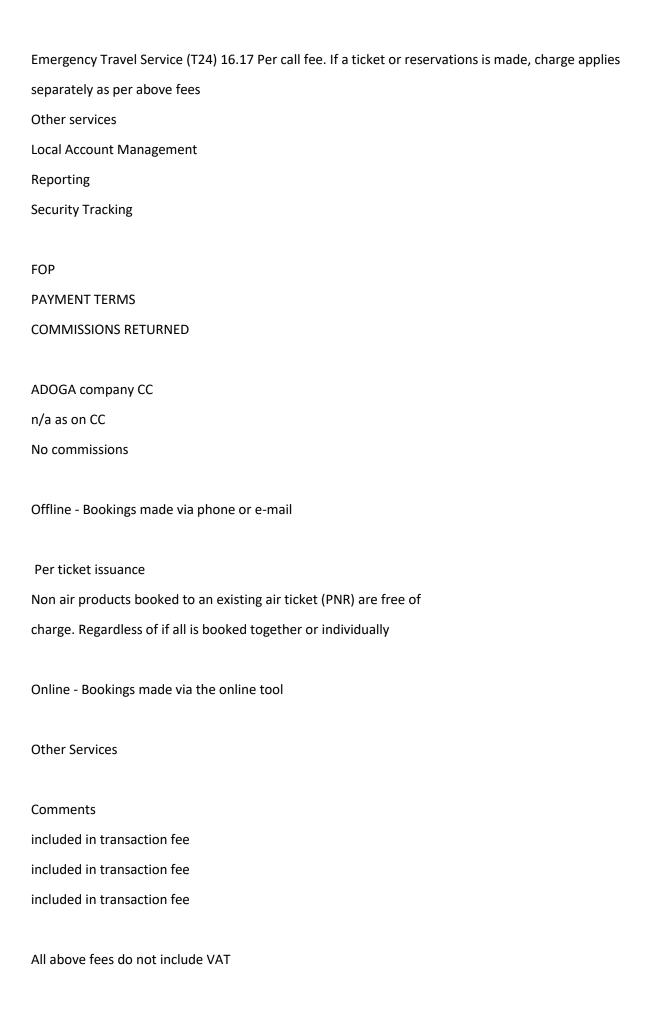
Online Support 0.00 Online Service Center AT - per Call

DTDC TRAVELS Visa processing - Regular 26.59 For Standard Service, Visa Vendor costs are not included and will be

charged separatly

DTDC TRAVELS Visa processing - Urgent 42.55 For Rush Service, Visa Vendor costs are not included and will be

charged separatly



All above fees include Credit Card Processing Fee back to overview **Country Code Country Name** AR Argentina **BO** Bolivia **BR Brazil** CH Chile CO Colombia CR Costa Rica DO Dominican Republic **EC Ecuador** SV El Salvador GT Guatemala **HN** Honduras MX Mexico NI Nicaragua PA Panama PE Peru **UY Uruguay** VE Venezuela

Pricing Adjustment completed 1.8%/MDR/22Feb18

LATIN AMERICA Country Overview - Pricing per tab

**Current Pricing** 

All fees shown in local currency Argentina

USD

**Traditional Transaction Fees** 

Domestic Air 18.32

Regional Air 18.32

International Air 18.32

Non GDS Air 18.32

Refund Air 0.00

Domestic Rail Not available

International Rail 18.32

Refund Rail 0.00

Hotel only (GDS) - without air transaction 0.00

Hotel only (Non GDS)

Hotel voucher payment/billback Not applicable

Car only (GDS) - without air transaction 0.00

Online Fulfillment Fees

Touchless - Air Domestic 4.78

Touchless - Air Regional 4.78

Touchless - Air International 4.78

Touched - Air Domestic 9.41

Touched - Air Regional 9.41

Touched - Air International 9.41

Touchless - Rail Domestic Not available

Touchless - Rail International/Eurostar Not available

Touched - Rail Domestic Not available

Touched - Rail International/Eurostar Not available

Touchless - Hotel 0.00

Touched - Hotel 0.00

Touchless - Car 0.00

Touched - Car 0.00

Online Booking Tool

PNR Fee - Per unique, reserved PNR 4.07

**Additional Services** 

Local Account Management Included

Offline Low Cost Carrier Air - Surcharge 0.00

Online Low Cost Carrier Air - Surcharge 0.00

Paper Ticket Rail - Surcharge Not applicable

After Hour Service - Emergency - Per Event 8.55

After Hour Service - Non Emergency - Per Event 8.55

International Rate Desk - Per Faring Included

Visa Arrangements - Regular - Per Application 30.54

Visa Arrangements - Urgent - Per Application 55.99

FOP

PAYMENT TERMS

COMMISSIONS RETURNED

Corporate Card

30 days after invoice issued

**Returned POS** 

**Current Pricing** 

All fees shown in local currency Bolivia

USD

**Traditional Transaction Fees** 

Domestic Air 23.41

Regional Air 23.41

International Air 23.41

Non GDS Air 23.41

Refund Air 0.00

Domestic Rail Not available

International Rail 23.41

Refund Rail 0.00

Hotel only (GDS) - without air transaction 0.00

Hotel only (Non GDS) 0.00

Hotel voucher payment/billback Not applicable

Car only (GDS) - without air transaction 0.00

Online Fulfillment Fees

Touchless - Air Domestic 9.69

Touchless - Air Regional 9.69

Touchless - Air International 9.69

Touched - Air Domestic 19.37

Touched - Air Regional 19.37

Touched - Air International 19.37

Touchless - Rail Domestic Not available

Touchless - Rail International/Eurostar Not available

Touched - Rail Domestic Not available

Touched - Rail International/Eurostar Not available

Touchless - Hotel 0.00

Touched - Hotel 0.00

Touchless - Car 0.00

Touched - Car 0.00

Online Booking Tool

PNR Fee - Per unique, reserved PNR 4.07

**Additional Services** 

Local Account Management Included

Offline Low Cost Carrier Air - Surcharge 0.00

Online Low Cost Carrier Air - Surcharge 0.00

Paper Ticket Rail - Surcharge Not applicable

After Hour Service - Emergency - Per Event 0.00

After Hour Service - Non Emergency - Per Event 0.00

International Rate Desk - Per Faring Included

Visa Arrangements - Regular - Per Application 10.18

Visa Arrangements - Urgent - Per Application 20.36

FOP

Payment Terms

**Commissions Returned** 

**Corporate Card** 

30 days after invoice issued

Conciliation fee

**Current Pricing** 

All fees shown in local currency Brazil

BRL

**Traditional Transaction Fees** 

Domestic Air 48.81

Regional Air 48.81

International Air 48.81

Non GDS Air 48.81

Refund Air 0.00

Domestic Rail NA

International Rail 48.81

Refund Rail NA

Hotel only (GDS) - without air transaction 0.00

Hotel only (Non GDS) 0.00

Hotel voucher payment/billback 0.00

Car only (GDS) - without air transaction 0.00

Online Fulfillment Fees

Touchless - Air Domestic 37.73

Touchless - Air Regional 37.73

Touchless - Air International 37.73

Touched - Air Domestic 44.38

Touched - Air Regional 44.38

Touched - Air International 44.38

Touchless - Rail Domestic Not available

Touchless - Rail International/Eurostar Not available

Touched - Rail Domestic Not available

Touched - Rail International/Eurostar Not available

Touchless - Hotel 0.00

Touched - Hotel 0.00

Touchless - Car 0.00

Touched - Car 0.00

Online Booking Tool

PNR Fee - Per unique, reserved PNR 0.00

**Additional Services** 

Local Account Management Included

Offline Low Cost Carrier Air - Surcharge 0.00

Online Low Cost Carrier Air - Surcharge 0.00

Paper Ticket Rail - Surcharge 0.00

After Hour Service - Emergency - Per Event 0.00

After Hour Service - Non Emergency - Per Event 0.00

International Rate Desk - Per Faring NA

Visa Arrangements - Regular - Per Application 3rd party pass-thru

Visa Arrangements - Urgent - Per Application 3rd party pass-thru

Meet and Greet - VIP service (antecipated check in) 29.54

Meet and Greet - VIP Service PLUS Restricted Area Service, GRU and GIG only) 316.49

Transfer services / Limousines 158.24

Travel Insurance 15.82

Unused ticket report 21.09

Hotel reservation for group (requests limited to 20 apartments) 44.09

Credit card reconciliation higher than 3000 1.77

Credit card reconciliation from 2000 to 2999 2.29

Credit card reconciliation from 1000 to 1999 2.55

Credit card reconciliation from 0 to 999 4.07

Bus trips 10%

Temporay Living and Exploratory Trips Hotel Bookings 10%

FOP

**Payment Terms** 

**Commissions Returned** 

**Corporate Card** 

30 days after invoice issued

No commissions

**Current Pricing** 

All fees shown in local currency Chile

USD

**Traditional Transaction Fees** 

Domestic Air 19.34

Regional Air 19.34

International Air 19.34

Non GDS Air 19.34

Refund Air 0.00

Domestic Rail Not available

International Rail 19.34

Refund Rail 0.00

Hotel only (GDS) - without air transaction 0.00

Hotel only (Non GDS) 0.00

Hotel voucher payment/billback Not applicable

Car only (GDS) - without air transaction 0.00

Online Fulfillment Fees

Touchless - Air Domestic 14.22

Touchless - Air Regional 14.22

Touchless - Air International 14.22

Touched - Air Domestic 16.26

Touched - Air Regional 16.26

Touched - Air International 16.26

Touchless - Rail Domestic Not available

Touchless - Rail International/Eurostar Not available

Touched - Rail Domestic Not available

Touched - Rail International/Eurostar Not available

Touchless - Hotel 0.00

Touched - Hotel 0.00

Touchless - Car 0.00

Touched - Car 0.00

Online Booking Tool

PNR Fee - Per unique, reserved PNR 0.00

**Additional Services** 

Local Account Management Included

Offline Low Cost Carrier Air - Surcharge 0.00

Online Low Cost Carrier Air - Surcharge 0.00

Paper Ticket Rail - Surcharge Not applicable

After Hour Service - Emergency - Per Event 0.00

After Hour Service - Non Emergency - Per Event 0.00

International Rate Desk - Per Faring Included

Visa Arrangements - Regular - Per Application 30.54

Visa Arrangements - Urgent - Per Application 55.99

FOP

**Payment Terms** 

### **Commissions Returned**

Corporate Card

30 days after invoice issued

No commissions

Current Pricing

All fees shown in local currency Colombia

"Tarifa administrativa"

Domestic Air

**Traditional Transaction Fees** 

One Way \$28,000 + \$5,320 VAT = COP \$33.320

Round Trip \$50,700 + 9,633 VAT = COP \$60,333

Regional Air

COP

"Tarifa administrativa"

Tariff range:

Lees than or equal to USD 354 = USD 15 + VAT

USD 354 to USD 590 = USD 28 + VAT

USD 590 to USD 944 = USD 46 + VAT

USD 944 = USD 95 + VAT

International Air

"Tarifa administrativa"

Tariff range:

Lees than or equal to USD 354 = USD 15 + VAT

USD 354 to USD 590 = USD 28 + VAT USD 590 to USD 944 = USD 46 + VAT USD 944 = USD 95 + VAT

Non GDS Air

Same as domestic or international "Tarifa administrativa"

Domestic

One Way \$28,000 + \$5,320 VAT = COP \$33.320

Round Trip \$50,700 + 9,633 VAT = COP \$60,333

International Tariff range:

Lees than or equal to USD 354 = USD 15 + VAT

USD 354 to USD 590 = USD 28 + VAT

USD 590 to USD 944 = USD 46 + VAT

USD 944 = USD 95 + VAT

Refund Air International 40.000 COP

Domestic 20.000 COP

Domestic Rail 0.00

International Rail 0.00

Refund Rail 0.00

Hotel only (GDS) - without air transaction

If it is only booking COP \$0 in case of needing a complete hotel transaction including reservation, invoice approval and payment through DTDC Travels COP \$22,600 + VAT

Hotel only (Non GDS)

Hotel voucher payment/billback

Car only (GDS) - without air transaction 0.00

Online Fulfillment Fees

Touchless - Air Domestic One Way \$31,122 + \$5,913 VAT = COP \$37.035

Round Trip \$31,122 + \$5,913 VAT = COP \$37.035

Touchless - Air Regional

Tariff range:

Lees than or equal to USD 354 = USD 15 + VAT

USD 354 to USD 590 = USD 28 + VAT

USD 590 to USD 944 = USD 46 + VAT

USD 944 = USD 95 + VAT

Touchless - Air International

Tariff range:

Lees than or equal to USD 354 = USD 15 + VAT

USD 354 to USD 590 = USD 28 + VAT

USD 590 to USD 944 = USD 46 + VAT

USD 944 = USD 95 + VAT

0.00

Touched - Air Domestic 0.00

Touched - Air Regional

If it is only booking COP \$0 in case of needing a

complete hotel transaction including reservation,

invoice approval and payment through DTDC Travels

COP \$22,600 + VAT

Touched - Air International 0.00

If it is only booking COP \$0 in case of needing a

complete hotel transaction including reservation,

invoice approval and payment through DTDC Travels

COP \$22,600 + VAT

Touchless - Rail Domestic 0.00

Touchless - Rail International/Eurostar International 40.000 COP

Domestic 20.000 COP

Touched - Rail Domestic

Touched - Rail International/Eurostar Not available

Touchless - Hotel 0.00

Touched - Hotel 0.00

Touchless - Car 0.00

Touched - Car 0.00

Online Booking Tool

PNR Fee - Per unique, reserved PNR 10,400.00

**Additional Services** 

Local Account Management Included

Offline Low Cost Carrier Air - Surcharge 0.00

Online Low Cost Carrier Air - Surcharge 0.00

Paper Ticket Rail - Surcharge Not applicable

After Hour Service - Emergency - Per Event 0.00

After Hour Service - Non Emergency - Per Event 0.00

International Rate Desk - Per Faring Included

Visa Arrangements - Regular - Per Application Depends on consulate

Visa Arrangements - Urgent - Per Application Depends on consulate

FOP

**Payment Terms** 

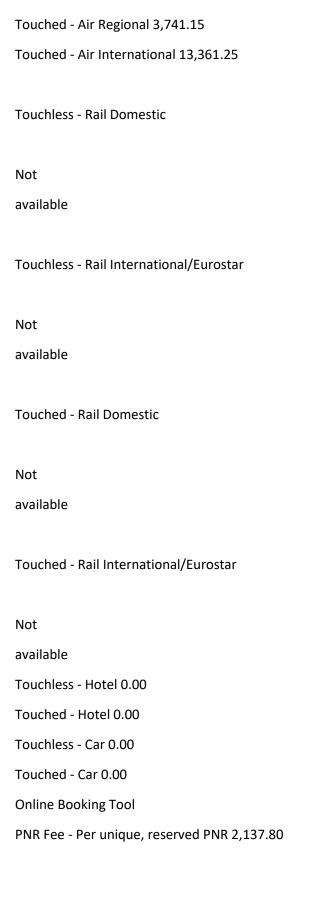
**Commissions Returned** 

**Corporate Card** 

15 days after invoice issued

### Local bank transfer

# **Current Pricing** All fees shown in local currency Costa Rica CRC **Traditional Transaction Fees** Domestic Air 13,361.25 Regional Air 13,361.25 International Air 13,361.25 Non GDS Air 13,361.25 Refund Air 0.00 Domestic Rail Not available International Rail 13,361.25 Refund Rail 0.00 Hotel only (GDS) - without air transaction 0.00 Hotel only (Non GDS) Hotel voucher payment/billback Not applicable Car only (GDS) - without air transaction 0.00 Online Fulfillment Fees Touchless - Air Domestic 3,741.15 Touchless - Air Regional 3,741.15 Touchless - Air International 3,741.15 Touched - Air Domestic 3,741.15



**Additional Services** 

Local Account Management Included

Offline Low Cost Carrier Air - Surcharge 0.00

Online Low Cost Carrier Air - Surcharge 0.00

Paper Ticket Rail - Surcharge

Not

applicable

After Hour Service - Emergency - Per Event 13,361.25

After Hour Service - Non Emergency - Per Event 13,361.25

International Rate Desk - Per Faring Included

Visa Arrangements - Regular - Per Application 13,361.25

Visa Arrangements - Urgent - Per Application 26,722.50

FOP

**Payment Terms** 

**Commissions Returned** 

**Corporate Card** 

all charges go to AX, credit is only an

exception to be paid within 8 days of issue

Local bank transfer

**Current Pricing** 

All fees shown in local currency Dominican Republic

USD

**Traditional Transaction Fees** 

Domestic Air 23.41

Regional Air 23.41

International Air 23.41

Non GDS Air 23.41

Refund Air 0.00

Domestic Rail Not available

International Rail 21.66

Refund Rail 0.00

Hotel only (GDS) - without air transaction 0.00

Hotel only (Non GDS) 0.00

Hotel voucher payment/billback Not applicable

Car only (GDS) - without air transaction 0.00

Online Fulfillment Fees

Touchless - Air Domestic 11.33

Touchless - Air Regional 11.33

Touchless - Air International 11.33

Touched - Air Domestic 16.99

Touched - Air Regional 16.99

Touched - Air International 16.99

Touchless - Rail Domestic Not available

Touchless - Rail International/Eurostar Not available

Touched - Rail Domestic Not available

Touched - Rail International/Eurostar Not available

Touchless - Hotel 0.00

Touched - Hotel 0.00

Touchless - Car 0.00

Touched - Car 0.00

Online Booking Tool

PNR Fee - Per unique, reserved PNR 0.00

**Additional Services** 

Local Account Management Included

Offline Low Cost Carrier Air - Surcharge 0.00

Online Low Cost Carrier Air - Surcharge 0.00

Paper Ticket Rail - Surcharge Not applicable

After Hour Service - Emergency - Per Event 0.00

After Hour Service - Non Emergency - Per Event 0.00

International Rate Desk - Per Faring Included

Visa Arrangements - Regular - Per Application 3rd party pass-thru

Visa Arrangements - Urgent - Per Application 3rd party pass-thru

FOP

**Payment Terms** 

**Commissions Returned** 

Corporate Card

No invoicing

Returned to POS

**Current Pricing** 

All fees shown in local currency Ecuador

USD

**Traditional Transaction Fees** 

Domestic Air 22.40

Regional Air 22.40

International Air 22.40

Non GDS Air 22.40

Refund Air 0.00

Domestic Rail Not available

International Rail 22.40

Refund Rail 0.00

Hotel only (GDS) - without air transaction 0.00

Hotel only (Non GDS) 0.00

Hotel voucher payment/billback Not applicable

Car only (GDS) - without air transaction 0.00

Online Fulfillment Fees

Touchless - Air Domestic 15.27

Touchless - Air Regional 15.27

Touchless - Air International 15.27

Touched - Air Domestic 19.34

Touched - Air Regional 19.34

Touched - Air International 19.34

Touchless - Rail Domestic Not available

Touchless - Rail International/Eurostar Not available

Touched - Rail Domestic Not available

Touched - Rail International/Eurostar Not available

Touchless - Hotel 0.00

Touched - Hotel 0.00

Touchless - Car 0.00

Touched - Car 0.00

Online Booking Tool

PNR Fee - Per unique, reserved PNR 4.07

**Additional Services** 

Local Account Management Included

Offline Low Cost Carrier Air - Surcharge 0.00

Online Low Cost Carrier Air - Surcharge 0.00

Paper Ticket Rail - Surcharge Not applicable

After Hour Service - Emergency - Per Event Included

After Hour Service - Non Emergency - Per Event Included

International Rate Desk - Per Faring Included

Visa Arrangements - Regular - Per Application 25.45

Visa Arrangements - Urgent - Per Application 25.45

FOP

**Payment Terms** 

## **Commissions Returned**

Corporate Card

For Corporate Travel (e-tickets
and transfers) they paid with
Diners
Conciliation fee
Current Pricing
All fees shown in local currency El Salvador
Service via
Costa Rica
USD
Traditional Transaction Fees
Domestic Air 20.36
Regional Air 20.36
International Air 20.36
Non GDS Air 20.36
Refund Air 0.00
Domestic Rail
Not
available
International Rail 20.36
Refund Rail 0.00
Hotel only (GDS) - without air transaction 0.00
Hotel only (Non GDS)
Hotel voucher payment/billback

Not
applicable
Car only (GDS) - without air transaction 0.00
Online Fulfillment Fees
Touchless - Air Domestic 12.22
Touchless - Air Regional 12.22
Touchless - Air International 12.22
Touched - Air Domestic 15.27
Touched - Air Regional 15.27
Touched - Air International 15.27
Touchless - Rail Domestic
Not
available
Touchless - Rail International/Eurostar
Not
available
Touched - Rail Domestic
Not
available
Touched - Rail International/Eurostar
Not
available

Touchless - Hotel 0.00

Touched - Hotel 0.00

Touchless - Car 0.00

Touched - Car 0.00

Online Booking Tool

PNR Fee - Per unique, reserved PNR 0.00

**Additional Services** 

Local Account Management Included

Offline Low Cost Carrier Air - Surcharge 0.00

Online Low Cost Carrier Air - Surcharge 0.00

Paper Ticket Rail - Surcharge

Not

applicable

After Hour Service - Emergency - Per Event 15.27

After Hour Service - Non Emergency - Per Event 15.27

International Rate Desk - Per Faring Included

Visa Arrangements - Regular - Per Application 15.27

Visa Arrangements - Urgent - Per Application 30.54

FOP

Payment Terms

**Commissions Returned** 

**Corporate Card** 

all charges go to AX, credit is

only an exception to be paid

within 8 days of issue

No commissions

All fees shown in local currency Guatemala Service via Costa Rica USD **Traditional Transaction Fees** Domestic Air 26.68 Regional Air 26.68 International Air 26.68 Non GDS Air 26.68 Refund Air 0.00 Domestic Rail Not available International Rail 26.68 Refund Rail 0.00 Hotel only (GDS) - without air transaction 0.00 Hotel only (Non GDS) 0.00 Hotel voucher payment/billback Not applicable Car only (GDS) - without air transaction 0.00 Online Fulfillment Fees Touchless - Air Domestic 9.34 Touchless - Air Regional 9.34 Touchless - Air International 9.34 Touched - Air Domestic 14.00 Touched - Air Regional 14.00 Touched - Air International 14.00 Touchless - Rail Domestic Not available Touchless - Rail International/Eurostar Not available Touched - Rail Domestic Not available Touched - Rail International/Eurostar Not available Touchless - Hotel 0.00 Touched - Hotel 0.00 Touchless - Car 0.00

Touched - Car 0.00

Online Booking Tool

PNR Fee - Per unique, reserved PNR 0.00

**Additional Services** 

Local Account Management Included

Offline Low Cost Carrier Air - Surcharge 0.00

Online Low Cost Carrier Air - Surcharge 0.00

Paper Ticket Rail - Surcharge Not applicable

After Hour Service - Emergency - Per Event 10.14

After Hour Service - Non Emergency - Per Event 10.14

International Rate Desk - Per Faring Included

Visa Arrangements - Regular - Per Application 10.14

Visa Arrangements - Urgent - Per Application 30.13

FOP

**Payment Terms** 

**Commissions Returned** 

Corporate Card

all charges go to AX, credit is only

an exception to be paid within 8

days of issue

**Returned POS** 

**Current Pricing** 

All fees shown in local currency Honduras

Service via

Costa Rica

USD

**Traditional Transaction Fees** 

Domestic Air 23.41

Regional Air 23.41

International Air 23.41

Non GDS Air 23.41

Refund Air 0.00

Domestic Rail Not available

International Rail 23.41

Refund Rail 0.00

Hotel only (GDS) - without air transaction 0.00

Hotel only (Non GDS) 0.00

Hotel voucher payment/billback Not applicable

Car only (GDS) - without air transaction 0.00

Online Fulfillment Fees

Touchless - Air Domestic 12.22

Touchless - Air Regional 12.22

Touchless - Air International 12.22

Touched - Air Domestic 15.27

Touched - Air Regional 15.27

Touched - Air International 15.27

Touchless - Rail Domestic Not available

Touchless - Rail International/Eurostar Not available

Touched - Rail Domestic Not available

Touched - Rail International/Eurostar Not available

Touchless - Hotel 0.00

Touched - Hotel 0.00

Touchless - Car 0.00

Touched - Car 0.00

Online Booking Tool

PNR Fee - Per unique, reserved PNR 0.00

**Additional Services** 

Local Account Management Included

Offline Low Cost Carrier Air - Surcharge 0.00

Online Low Cost Carrier Air - Surcharge 0.00

Paper Ticket Rail - Surcharge Not applicable

After Hour Service - Emergency - Per Event 9.16

After Hour Service - Non Emergency - Per Event 9.16

International Rate Desk - Per Faring Included

Visa Arrangements - Regular - Per Application 9.16

Visa Arrangements - Urgent - Per Application 17.31

FOP

**Payment Terms** 

**Commissions Returned** 

Corporate Card

all charges go to AX, credit is only

an exception to be paid within 8

days of issue

Returned to POS

**Current Pricing** 

All fees shown in local currency Mexico

MXN

**Traditional Transaction Fees** 

Domestic Air 252.87

Regional Air 252.87

International Air 252.87

Non GDS Air 252.87

Refund Air 0.00

Domestic Rail Not available

International Rail 252.87

Refund Rail 0.00

Hotel only (GDS) - without air transaction 0.00

Hotel only (Non GDS) 0.00

Hotel voucher payment/billback Not applicable

Car only (GDS) - without air transaction 0.00

Online Fulfillment Fees

Touchless - Air Domestic 119.11

Touchless - Air Regional 119.11

Touchless - Air International 119.11

Touched - Air Domestic 193.32

Touched - Air Regional 193.32

Touched - Air International 193.32

Touchless - Rail Domestic Not available

Touchless - Rail International/Eurostar Not available

Touched - Rail Domestic Not available

Touched - Rail International/Eurostar Not available

Touchless - Hotel 0.00

Touched - Hotel 0.00

Touchless - Car 0.00

Touched - Car 0.00

Online Booking Tool

PNR Fee - Per unique, reserved PNR 81.28

**Additional Services** 

Local Account Management Included

Offline Low Cost Carrier Air - Surcharge 0.00

Online Low Cost Carrier Air - Surcharge 0.00

Paper Ticket Rail - Surcharge Not applicable

After Hour Service - Emergency - Per Event 0.00

After Hour Service - Non Emergency - Per Event 0.00

International Rate Desk - Per Faring Included

Visa Arrangements - Regular - Per Application 568.94

Visa Arrangements - Urgent - Per Application 1,158.20

FOP

**Payment Terms** 

**Commissions Returned** 

Credit Card Amex corporate card

and EBTA

fee POS

Local bank transfer

**Current Pricing** 

All fees shown in local currency Nicaragua

Service via

Costa Rica

USD

**Traditional Transaction Fees** 

Domestic Air 20.36

Regional Air 20.36

International Air 20.36

Non GDS Air 20.36

Refund Air 0.00

Domestic Rail Not available

International Rail 20.36

Refund Rail 0.00

Hotel only (GDS) - without air transaction 0.00

Hotel only (Non GDS)

Hotel voucher payment/billback Not applicable

Car only (GDS) - without air transaction 0.00

Online Fulfillment Fees

Touchless - Air Domestic 12.22

Touchless - Air Regional 12.22

Touchless - Air International 12.22

Touched - Air Domestic 15.27

Touched - Air Regional 15.27

Touched - Air International 15.27

Touchless - Rail Domestic Not available

Touchless - Rail International/Eurostar Not available

Touched - Rail Domestic Not available

Touched - Rail International/Eurostar Not available

Touchless - Hotel 0.00

Touched - Hotel 0.00

Touchless - Car 0.00

Touched - Car 0.00

Online Booking Tool

PNR Fee - Per unique, reserved PNR 0.00

**Additional Services** 

Local Account Management Included

Offline Low Cost Carrier Air - Surcharge 0.00

Online Low Cost Carrier Air - Surcharge 0.00

Paper Ticket Rail - Surcharge Not applicable

After Hour Service - Emergency - Per Event 15.27

After Hour Service - Non Emergency - Per Event 15.27

International Rate Desk - Per Faring Included

Visa Arrangements - Regular - Per Application 15.27

Visa Arrangements - Urgent - Per Application 30.54 FOP Payment Terms **Commissions Returned Corporate Card** all charges go to AX, credit is only an exception to be paid within 8 days of issue Returned to POS **Current Pricing** All fees shown in local currency Panama Service via USD **Traditional Transaction Fees** Domestic Air 25.45 Regional Air 25.45 International Air 25.45 Non GDS Air 25.45 Refund Air 0.00 Domestic Rail Not available International Rail 25.45 Refund Rail 0.00 Hotel only (GDS) - without air transaction 0.00 Hotel only (Non GDS) Hotel voucher payment/billback Not applicable Car only (GDS) - without air transaction 0.00 Online Fulfillment Fees

Touchless - Air Domestic 11.20

Touchless - Air Regional 11.20

Touchless - Air International 11.20

Touched - Air Domestic 15.27

Touched - Air Regional 15.27

Touched - Air International 15.27

Touchless - Rail Domestic Not available

Touchless - Rail International/Eurostar Not available

Touched - Rail Domestic Not available

Touched - Rail International/Eurostar Not available

Touchless - Hotel 0.00

Touched - Hotel 0.00

Touchless - Car 0.00

Touched - Car 0.00

Online Booking Tool

PNR Fee - Per unique, reserved PNR 0.00

**Additional Services** 

Local Account Management Included

Offline Low Cost Carrier Air - Surcharge 0.00

Online Low Cost Carrier Air - Surcharge 0.00

Paper Ticket Rail - Surcharge Not applicable

After Hour Service - Emergency - Per Event 10.18

After Hour Service - Non Emergency - Per Event 10.18

International Rate Desk - Per Faring Included

Visa Arrangements - Regular - Per Application 12.22

Visa Arrangements - Urgent - Per Application 50.90

FOP

Payment Terms

**Commissions Returned** 

Corporate Card

all charges go to AX, credit is only

an exception to be paid within 8

days of issue

No commissions

**Current Pricing** 

All fees shown in local currency Peru

USD

**Traditional Transaction Fees** 

Domestic Air 23.41

Regional Air 23.41

International Air 23.41

Non GDS Air 23.41

Refund Air 0.00

Domestic Rail Not available

International Rail Not available

Refund Rail 0.00

Hotel only (GDS) - without air transaction 0.00

Hotel only (Non GDS)

Hotel voucher payment/billback Not applicable

Car only (GDS) - without air transaction 0.00

Online Fulfillment Fees

Touchless - Air Domestic 11.20

Touchless - Air Regional 11.20

Touchless - Air International 11.20

Touched - Air Domestic 16.29

Touched - Air Regional 16.29

Touched - Air International 16.29

Touchless - Rail Domestic Not available

Touchless - Rail International/Eurostar Not available

Touched - Rail Domestic Not available

Touched - Rail International/Eurostar Not available

Touchless - Hotel 0.00

Touched - Hotel 0.00

Touchless - Car 0.00

Touched - Car 0.00

Online Booking Tool

PNR Fee - Per unique, reserved PNR 4.07

**Additional Services** 

Local Account Management Included

Offline Low Cost Carrier Air - Surcharge 0.00

Online Low Cost Carrier Air - Surcharge 0.00

Paper Ticket Rail - Surcharge Not applicable

After Hour Service - Emergency - Per Event 0.00

After Hour Service - Non Emergency - Per Event 0.00

International Rate Desk - Per Faring Included

Visa Arrangements - Regular - Per Application 15.27

Visa Arrangements - Urgent - Per Application 30.54

FOP

**Payment Terms** 

**Commissions Returned** 

Corporate Card

30 days after invoice issued

Conciliation fee

**Current Pricing** 

All fees shown in local currency Uruguay

USD

**Traditional Transaction Fees** 

Domestic Air 24.43

Regional Air 24.43

International Air 24.43

Non GDS Air 24.43

Refund Air 0.00

Domestic Rail Not available

International Rail 24.43

Refund Rail 0.00

Hotel only (GDS) - without air transaction 0.00

Hotel only (Non GDS) 0.00

Hotel voucher payment/billback Not applicable

Car only (GDS) - without air transaction 0.00

Online Fulfillment Fees

Touchless - Air Domestic 10.69

Touchless - Air Regional 10.69

Touchless - Air International 10.69

Touched - Air Domestic 15.88

Touched - Air Regional 15.88

Touched - Air International 15.88

Touchless - Rail Domestic Not available

Touchless - Rail International/Eurostar Not available

Touched - Rail Domestic Not available

Touched - Rail International/Eurostar Not available

Touchless - Hotel 0.00

Touched - Hotel 0.00

Touchless - Car 0.00

Touched - Car 0.00

Online Booking Tool

PNR Fee - Per unique, reserved PNR 0.00

**Additional Services** 

Local Account Management Included

Offline Low Cost Carrier Air - Surcharge 0.00

Online Low Cost Carrier Air - Surcharge 0.00

Paper Ticket Rail - Surcharge Not applicable

After Hour Service - Emergency - Per Event 15.27

After Hour Service - Non Emergency - Per Event 15.27

International Rate Desk - Per Faring Included

Visa Arrangements - Regular - Per Application 25.45

Visa Arrangements - Urgent - Per Application 50.90

Ferry Boat 10.18

FOP

**Payment Terms** 

**Commissions Returned** 

Corporate Card

all charges go to AX, credit is only

an exception to be paid within 15

days of issue

Conciliation fee

**Current Pricing** 

All fees shown in local currency Venezuela

1-DEC-2017

USD

**Traditional Transaction Fees** 

Domestic Air 10.18

Regional Air 25.45

International Air (Issued in Venezuela) 25.45

International Air (Issued in Miami) 35.63

Non GDS Air 25.45

Refund Air 0.00

Domestic Rail Not available

International Rail 0.00

**Refund Rail** 

Hotel only (GDS) - without air transaction 0.00

Hotel (Non GDS) 20% from

billing

Hotel voucher payment/billback Not applicable

Car only (GDS) - without air transaction 0.00

Online Fulfillment Fees

Touchless - Air Domestic

Touchless - Air Regional Not available

Touchless - Air International Not available

Touched - Air Domestic Not available

Touched - Air Regional Not available

Touched - Air International Not available

Touchless - Rail Domestic Not available

Touchless - Rail International/Eurostar Not available

Touched - Rail Domestic Not available

Touched - Rail International/Eurostar Not available

Touchless - Hotel 0.00

Touched - Hotel 0.00

Touchless - Car 0.00

Touched - Car 0.00

Online Booking Tool

PNR Fee - Per unique, reserved PNR Not available

**Additional Services** 

### Local Account Management Included

Offline Low Cost Carrier Air - Surcharge 0.00

Online Low Cost Carrier Air - Surcharge 0.00

Paper Ticket Rail - Surcharge Not applicable

After Hour Service - Emergency - Per Event 20.36

After Hour Service - Non Emergency - Per Event 20.36

International Rate Desk - Per Faring Included

Visa Arrangements - Regular - Per Application 20.36

Visa Arrangements - Urgent - Per Application

FOP

**Payment Terms** 

**Commissions Returned** 

**Corporate Card** 

One local airline is invoiced. 30

days after invoice fee. 30 days for

hotel.

Conciliation fee

Country Code Country Name page

BH Bahrain 2

DZ Algeria 3

EG Egypt 4

GH Ghana 5

KE Kenya 6

LB Lebanon 7

MA Morocco 8

NG Nigeria 9

SA Saudi Arabia 11 **UAE United Arab Emirates 12** ZA South Africa 13 AU Australia 14 SG Singapore 15 CN China 16 IN India 17 ID Indonesia 18 PH Philippines 19 JP Japan 20 MY Malaysia 21 NZ New Zealand 22 TH Thailand 23 TW Taiwan 24 HK Hong Kong 25 VN Vietnam 26 Pricing Adjustment completed 1.8%/MDR/22Feb18 AMEA Country Overview - Pricing per tab **Bahrain Current Pricing** Service description Fee in BHD Comments Air Domestic n/a Air Regional (all Middle East) 9.64 Air International (to all other destinations) 15.42 Low Cost Carrier / Non GDS Air 15.27 Per booking Air ticket refund 10.18 Per refund request

PK Pakistan 10

MCO n/a Per transaction

Hotel only booking GDS 3.86 Per booking

Hotel only booking outside GDS 15.27 Per booking

Hotel Voucher Payment/billback 15.27 Per voucher

Car only bookings via phone or email 3.86 Per booking

Rail bookings made via phone or e-mail 3.86 Per train ticket incl seat reservation per rail company

Rail refund 10.18 Per refund request

On-line ticket touchless n/a For an air ticket issued with no agent intervention

On-line ticket supported by a travel agent n/a For an air ticket issued with an agent intervention

Hotel booking made via the online tool n/a Per booking – system fee only.

Car booking made via the online tool n/a Per booking – system fee only.

DTDC TRAVELS Visa processing - Regular 20.36 For Standard Service, Visa Vendor costs are not included and will

be charged separatly

DTDC TRAVELS Visa processing - Urgent 20.36 For Rush Service, Visa Vendor costs are not included and will be

charged separatly

Emergency Travel Service (T24) 5.09 Per call fee. If a ticket or reservations is made, charge applies

separately as per above fees

Misc Services

Any other service not listed, for instance:

Meet & Greet, Transfers & Limo (Emirates etc.), Bus reservations,

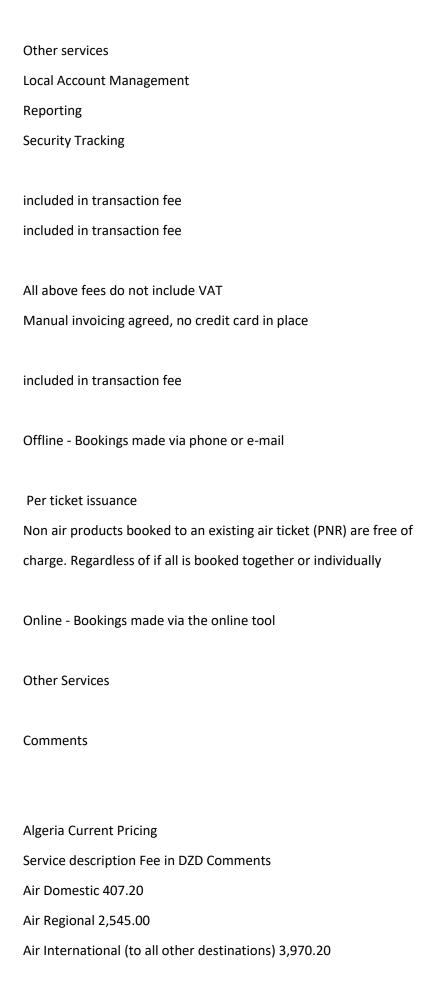
restaurants, Mileage upgradeetc.

Meet and assist 8.14 Per request

Transfers within Manama 10.18 Per request

Transfers Mid-City 10.18 Per request

Transfers outside city 20.36 Per request



Low Cost Carrier / Non GDS Air Per booking

Air ticket refund 509.00 Per refund request

MCO air fee Per transaction

Hotel only bookings via phone or email 1,323.40 Applies per transaction, if the booking is NOT related to an Air

ticket

Hotel Voucher Payment/billback 10%

Car only bookings via phone or email 1,221.60 Applies per transaction, if the booking is NOT related to an Air

ticket

Rail bookings made via phone or e-mail n/a Per train ticket incl seat reservation per rail company
Rail refund n/a Per refund request

On-line ticket touchless n/a For an air ticket issued with no agent intervention

On-line ticket supported by a travel agent n/a For an air ticket issued with an agent intervention Hotel booking made via the online tool n/a Per booking – system fee only.

Car booking made via the online tool n/a Per booking – system fee only.

DTDC TRAVELS Visa processing - Regular

2,952.20

For Standard Service, Visa Vendor costs are not included and will be charged separatly

DTDC TRAVELS Visa processing - Urgent

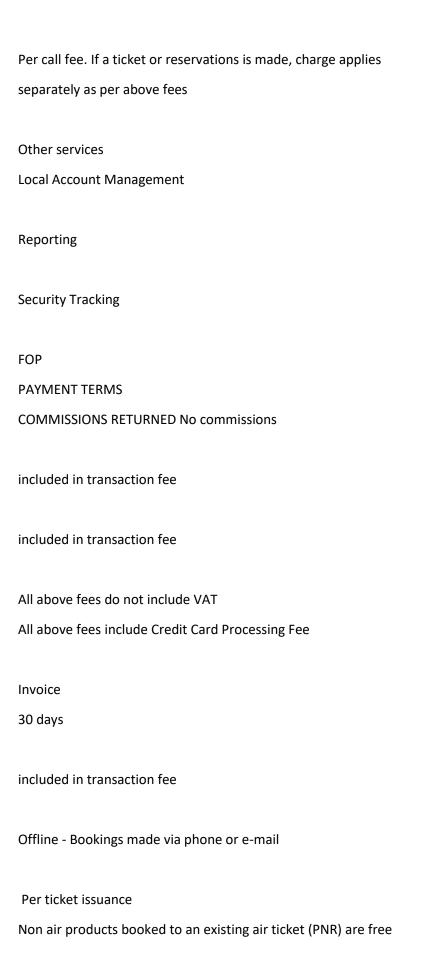
4,581.00

For Rush Service, Visa Vendor costs are not included and will be charged separatly

After hour service - Emergency (T24) 814.40

After hour service - non Emergency (T24)

407.20



of charge. Regardless of if all is booked together or individually Online - Bookings made via the online tool Other Services Comments back to overview **Egypt Current Pricing** Service description Fee in EGP Comments Air Domestic 25.45 Air Regional n/a Air International (to all other destinations) 129.29 Low Cost Carrier / Non GDS Air Per booking Air ticket refund free of charge Per refund request MCO Per transaction Hotel only bookings via phone or email 40.72 Per booking for GDS and non-GDS hotel Hotel Voucher Payment/billback 7% Car only bookings via phone or email 40.72 Per booking for GDS and non-GDS hotel Rail bookings made via phone or e-mail n/a Per train ticket incl seat reservation per rail company Rail refund n/a Per refund request On-line ticket touchless n/a For an air ticket issued with no agent intervention On-line ticket supported by a travel agent n/a For an air ticket issued with an agent intervention Hotel booking made via the online tool n/a Per booking – system fee only. Car booking made via the online tool n/a Per booking – system fee only.

DTDC TRAVELS Visa processing - Regular

For Standard Service, Visa Vendor costs are not included and will be charged separatly

DTDC TRAVELS Visa processing - Urgent

76.35

For Rush Service, Visa Vendor costs are not included and will be charged separatly

Meet and Assist Service 81.44 Per Person for Foreigners

Meet and Assist Service 30.54 Per Each Extra Person on same flight

Emergency Travel Service (T24) Per call fee. If a ticket or reservations is made, charge applies separately as per above fees

Other services

**Local Account Management** 

Reporting

**Security Tracking** 

FOP

**PAYMENT TERMS** 

**COMMISSIONS RETURNED No Commissions** 

included in transaction fee

included in transaction fee

All above fees do not include VAT

All above fees include Credit Card Processing Fee

**Credit Card** 

45 days for invoicing

Offline - Bookings made via phone or e-mail
Per ticket issuance
Non air products booked to an existing air ticket (PNR)
are free of charge. Regardless of if all is booked together
or individually
Online - Bookings made via the online tool
Other Services
Comments
back to overview
Ghana Current Pricing
Service description Fee in GHS Comments
15.27 Per ticket
Airline tickets handling fee for Economy Class
,
91.62

included in transaction fee

Hotel only booking GDS 20.36 Per booking

Hotel only booking outside GDS 20.36 Per booking

Airline ticket handling fee for Business Class

91.62

Hotel bill back invoicing Per bill back

Rental car only booking via GDS

20.36

Per booking

Rental car only booking outside GDS 20.36 Per booking

Rail booking via GDS N/A

Rail booking via outside GDS N/A

On-line ticket touchless

N/A For an air ticket issued with no agent intervention

On-line ticket supported by a travel agent

N/A For an air ticket issued with an agent intervention

Hotel booking made via the online tool N/A Per booking – system fee only.

Car booking made via the online tool N/A Per booking – system fee only.

Visa processing - Regular Per application + express courier if requested

Emergency Travel Service (T24) 25.45 Per call fee

Refund Free of charge As today

Meet & Assist Per request

Miscellaneous fee 25.45 Per request

Other services

**Local Account Management** 

Reporting

**Security Tracking** 

**FOP** 

**PAYMENT TERMS** 

**COMMISSIONS RETURNED** 

Invoice

30 days

No commissions

## Comments included in transaction fee included in transaction fee included in transaction fee All above fees do not include VAT All above fees include Credit Card Processing Fee Other Services Offline - Bookings made via phone or e-mail Air domestic Regardless if via GDS or non-GDS (internet bookings). Non air products booked with an air ticket are free of charge. Online - Bookings made via the online tool back to overview

Kenya Current Pricing

Service description Fee in USD Comments

Airline tickets handling fee for Economy Class

## Airline ticket handling fee for Business Class

50.90

Hotel only booking GDS 10.18 Per booking

Hotel only booking outside GDS 10.18 Per booking

Hotel bill back invoicing 10.18 Per bill back

Rental car only booking via GDS 10.18 Per booking

Rental car only booking outside GDS 20.36 Per booking

Rail booking via GDS 10.18

Rail booking via outside GDS 20.36

On-line ticket touchless

N/A

For an air ticket issued with no agent

intervention

On-line ticket supported by a travel agent

N/A For an air ticket issued with an agent intervention

Hotel booking made via the online tool N/A Per booking – system fee only.

Car booking made via the online tool N/A Per booking – system fee only.

Visa processing - Regular

10.18 Per application + express courier if requested

Emergency Travel Service (T24) 35.63 Per call fee

Refund Free of charge As today

Meet & Assist 35.63 Per request

Miscellaneous fee 20.36 Per request

Other services

Local Account Management

Reporting

Security Tracking
FOP
PAYMENT TERMS
COMMISSIONS RETURNED
Manual invoicing agreed, no credit card in place; payments must be made by the 10th of the month for transactions of the
previous month
Invoice
30 days
No commissions
Other Services
Comments
included in transaction fee
included in transaction fee
included in transaction fee
All above fees do not include VAT
Online - Bookings made via the online tool
Offline - Bookings made via phone or e-mail
Air domestic 10.18 Per ticket
Non air products booked with an air ticket are
free of charge.

back to overview

**Lebanon Current Pricing** 

Service description Fee in USD Comments

Regional Air Economy Class 25.45

Regional Air Business Class 35.63

International Air Economy Class 35.63

International Air Business Class 50.90 Per booking

All non GDS Air 25.45 Per booking

Hotel Booking via the GDS 10% Per booking

Hotel Booking outside the GDS 10% Per booking

Hotel Bill back invoicing Per bill back

Rental car only booking via GDS 10% Per booking

Rental car only booking outside GDS 10% Per booking

Rail booking via GDS 20.36 Per booking

Rail booking via outside GDS 30.54 Per booking

Refund Rail 15.27 Per refund request

On-line ticket touchless n/a For an air ticket issued with no agent intervention

On-line ticket supported by a travel agent n/a For an air ticket issued with an agent intervention

Hotel booking made via the online tool n/a Per booking – system fee only.

Car booking made via the online tool n/a Per booking – system fee only.

Passport processing standard 25.45

Passport processing rush fee n/a

Visa processing standard fee 25.45 Per application + express courier if requested

Emergency Travel Service (T24) 12.22 Per call fee

Refund 20.36

Meet & Assist 25.45 Per request

Miscellaneous fee 25.45 Per request

Other services

**Local Account Management** 

Reporting

Security Tracking
FOP
PAYMENT TERMS
COMMISSIONS RETURNED No commissions
included in transaction fee
included in transaction fee
All above fees do not include VAT
Manual invoicing agreed, no credit card in place; agreed on 30 days from the date of invoice delivered and signed by the finance.
Invoice
30 days
included in transaction fee
Offline - Bookings made via phone or e-mail
Per ticket issuance
Non air products booked to an existing air ticket (PNR) are free
of charge. Regardless of if all is booked together or individually
Online - Bookings made via the online tool
Other Services
Comments
back to overview

**Morrocco Current Pricing** 

Service description Fee in MAD Comments

Air Domestic 61.08

Air Regional 348.16

Air International (to all other destinations) 439.78

Low Cost Carrier / Non GDS Air N/A Per booking

Air ticket refund N/A Per refund request

MCO EMD as per ticket Fees Per transaction

Hotel only bookings via phone or email N/A Applies per transaction, if the booking is NOT related to an

Air ticket

Hotel Voucher Payment/billback N/A

Car only bookings via phone or email N/A Applies per transaction, if the booking is NOT related to an

Air ticket

Rail bookings made via phone or e-mail

N/A Per train ticket incl seat reservation per rail company

Rail refund N/A Per refund request

On-line ticket touchless N/A For an air ticket issued with no agent intervention

On-line ticket supported by a travel agent N/A For an air ticket issued with an agent intervention

Hotel booking made via the online tool N/A Per booking – system fee only.

Car booking made via the online tool N/A Per booking – system fee only.

DTDC TRAVELS Visa processing - Regular

407.20

For Standard Service, Visa Vendor costs are not included and will be charged separatly

DTDC TRAVELS Visa processing - Urgent

For Rush Service, Visa Vendor costs are not included and
will be charged separatly
Emergency Travel Service (T24)
N/A
Per call fee. If a ticket or reservations is made, charge
applies separately as per above fees
Other services
Local Account Management
Reporting
Security Tracking
FOP
PAYMENT TERMS
COMMISSIONS RETURNED No commissions
included in transaction fee
included in transaction fee
All above fees do not include VAT
All above fees include Credit Card Processing Fee
Invoice
Bank Transfer

included in transaction fee

Offline - Bookings made via phone or e-mail

Per ticket issuance

Non air products booked to an existing air ticket (PNR) are free of charge. Regardless of if all is booked together or individually

Online - Bookings made via the online tool

Other Services

Comments

back to overview

Nigeria Current Pricing

Service description Fee in NGN Comments

Air Domestic 2,036.00

Air Regional 3,054.00

Air International (to all other

destinations)

10,180.00

Low Cost Carrier / Non GDS Air Per booking

Air ticket refund 5,090.00 Per refund request

MCO Per transaction

Hotel only bookings via phone or

email

5,090.00 Applies per transaction, if the booking is NOT related to an Air ticket

Hotel Voucher Payment/billback

Car only bookings via phone or

email Applies per transaction, if the booking is NOT related to an Air ticket

Rail bookings made via phone or e-

mail Per train ticket incl seat reservation per rail company

Rail refund Per refund request

On-line ticket touchless For an air ticket issued with no agent intervention

On-line ticket supported by a travel

agent For an air ticket issued with an agent intervention

Hotel booking made via the online

tool Per booking – system fee only.

Car booking made via the online

tool Per booking – system fee only.

DTDC TRAVELS Visa processing - Regular 10,180.00 For Standard Service, Visa Vendor costs are not included and will be

charged separatly

DTDC TRAVELS Visa processing - Urgent For Rush Service, Visa Vendor costs are not included and will be

charged separatly

Emergency Travel Service (T24) Per call fee. If a ticket or reservations is made, charge applies

separately as per above fees

Immigration Services 10% of total cost

Other services

**Local Account Management** 

Reporting

**Security Tracking** 

FOP
PAYMENT TERMS
COMMISSIONS RETURNED No commissions
included in transaction fee
included in transaction fee
All above fees do not include VAT
All above fees include Credit Card Processing Fee
Invoice
14 days
included in transaction fee
Offline - Bookings made via phone or e-mail
Per ticket issuance
Non air products booked to an existing air ticket (PNR) are free of
charge. Regardless of if all is booked together or individually
Online - Bookings made via the online tool
Other Services
Community
Comments
back to overview
e-e-e-e-e-e-e-e-e-e-e-e-e-e-e-e-

Pakistan Current Pricing

Service description Fee in PKR Comments

Air Domestic 814.40

Airline tickets handling fee for Economy Class 2,545.00

Airline ticket handling fee for Business Class 3,563.00

Low Cost Carrier / Non GDS Air n/a Per booking

Air ticket refund free of charge Per refund request

MCO 1,018.00 Per transaction

Hotel only booking GDS 509.00 Per booking

Hotel only booking outside GDS 1,000.00 Per booking

Hotel Voucher Payment/billback 10% Per bill back

Rental car only booking via GDS 509.00 Per booking

Rental car only booking outside GDS 1,018.00 Per booking

Rail bookings via GDS 509.00 Per booking

Rail bookings outside GDS 10,180.00 Per booking

Rail refund free of charge Per refund request

On-line ticket touchless n/a For an air ticket issued with no agent intervention

On-line ticket supported by a travel agent n/a For an air ticket issued with an agent intervention

Hotel booking made via the online tool n/a Per booking – system fee only.

Car booking made via the online tool n/a Per booking – system fee only.

DTDC TRAVELS Visa processing - Regular

1,018.00

For Standard Service, Visa Vendor costs are not

included and will be charged separatly / per application

+ 500 for express courier if requested

Passport processing - Standard 2,036.00

Passport processing - Rush 3,054.00

Meet & Assist 1,527.00 Per request

Miscellaneous fee 1,018.00 Per request

Emergency Travel Service (T24) 1,018.00 Per call fee. If a ticket or reservations is made, charge
applies separately as per above fees
Other services
Local Account Management
Reporting
Security Tracking
FOP
PAYMENT TERMS
COMMISSIONS RETURNED No commissions
included in transaction fee
included in transaction fee
All above fees do not include VAT
All above fees include Credit Card Processing Fee
Invoice
30 days non-corporate card
included in transaction fee
Offline - Bookings made via phone or e-mail
Per ticket issuance
Non air products booked to an existing air ticket (PNR)
are free of charge. Regardless of if all is booked
together or individually

Online - Bookings made via the online tool Other Services Comments back to overview Saudi Arabia Current Pricing Service description Fee in SAR Comments Air Domestic 32.40 Air Regional 69.50 Air International (to all other destinations) 129.62 Low Cost Carrier / Non GDS Air 69.50 Per booking Air ticket refund 50.90 Per refund request MCO 76.35 Per transaction Hotel only bookings via phone or email 38.69 Applies per transaction, if the booking is NOT related to an Air ticket Hotel Voucher Payment/billback 38.69 Car only bookings via phone or email 38.69 Applies per transaction, if the booking is NOT related to an Air ticket Rail bookings made via phone or e-mail 38.69 Per train ticket incl seat reservation per rail company Rail refund - Per refund request On-line ticket touchless - For an air ticket issued with no agent intervention On-line ticket supported by a travel agent - For an air ticket issued with an agent intervention

Hotel booking made via the online tool - Per booking – system fee only.

Car booking made via the online tool - Per booking – system fee only.

DTDC TRAVELS Visa processing - Regular

111.98

For Standard Service, Visa Vendor costs are not included and will be charged separatly

DTDC TRAVELS Visa processing - Urgent

147.61

For Rush Service, Visa Vendor costs are not included and will be charged separatly

Emergency Travel Service (T24)

76.35

Per call fee. If a ticket or reservations is made, charge applies separately as per above fees

Other services

**Local Account Management** 

Reporting

**Security Tracking** 

FOP

**PAYMENT TERMS** 

**COMMISSIONS RETURNED No commissions** 

included in transaction fee
included in transaction fee
All above fees do not include VAT
All above fees include Credit Card Processing Fee
Invoice
15 days credit facillity
included in transaction fee
Offline - Bookings made via phone or e-mail
Per ticket issuance
Non air products booked to an existing air ticket
(PNR) are free of charge. Regardless of if all is
booked together or individually
Online - Bookings made via the online tool
Other Services
Comments
back to overview
United Arab Emirates Current Pricing

Service description Fee in AED Comments

Air Domestic N/A

Air Regional 101.80

Air International (to all other destinations) 101.80

Air ticket refund 101.80 Per refund request

MCO/EMPD 101.80 Per transaction

Hotel only bookings via phone or email 37.36 Applies per transaction, if the booking is NOT related to an

Air ticket

Hotel booking billback 10% of the invoice value

Car only bookings via phone or email 37.36 Applies per transaction, if the booking is NOT related to an

Air ticket

Rail bookings can only be made via phone or e-

mail

101.80 Per train ticket incl seat reservation per rail company

Rail refund 101.80 Per refund request

On-line ticket touchless 93.66 For an air ticket issued with no agent intervention

On-line ticket supported by a travel agent 101.80 For an air ticket issued with an agent intervention

On-line ticket up-charge for a supported

transaction

101.80 For an air ticket that has been issued and invoiced as

touchless that then needs to be changed.

On-line ticket up-charge for the second change 101.80 For an air ticket that has been issued and invoiced as

touchless that then needs to be changed twice.

Hotel booking made via the online tool 17.31 Per booking – system fee only.

Car booking made via the online tool 17.31 Per booking – system fee only.

DTDC TRAVELS Visa processing for consulates in Dubai 152.70 For Standard and Rush Service, Visa Vendor costs are not

included and will be charged separately

DTDC TRAVELS Visa processing for consulates in Abu Dhabi 356.30 For Standard and Rush Service, Visa Vendor costs are not

included and will be charged separately

Inbound UAE visas 559.90 For Standard and Rush Service, Visa Vendor costs are not included and will be charged separately

Emergency Travel Service (T24) 110.96 Per call fee. If a ticket or reservations is made, charge

applies separately as per above fees

Ferry/Vessel n/a Per Transaction

Misc. Services

101.80

Any other service not listed, for instance: Meet & Greet,
Transfers & Limo (e.g. Emirates), TSA Secure Flight Profile
Update, etc.

Other services

**Local Account Management** 

Reporting

**Security Tracking** 

All above fees do not include VAT

FOP

PAYMENT TERMS

**COMMISSIONS RETURNED** 

included in transaction fee

included in transaction fee

**Credit Card** 

45 days for invoicing

No commissions

included in transaction fee

Offline - Bookings made via phone or e-mail
Per ticket issuance
Non air products booked to an existing air ticket (PNR) are
free of charge. Regardless of if all is booked together or
individually
Online - Bookings made via the online tool
Other Services
Comments
back to overview
South Africa Current Pricing
South Africa Current Pricing  Sorvice description Fee in ZAR Comments
Service description Fee in ZAR Comments  Air Domestic 162.88
Air Regional 381.75
Air International (to all other destinations) 488.64
Air ticket refund 209.71 Per refund request
MCO 209.71 Per transaction
Hotel only bookings via phone or email 111.98 Applies per transaction, if the booking is NOT related
,
to an Air ticket
Car only bookings via phone or email 111.98 Applies per transaction, if the booking is NOT related
to an Air ticket

Rail bookings can only be made via phone or e-

mail

89.58 Per train ticket incl seat reservation per rail

company

Rail refund 209.71 Per refund request

Hotel Billback/Hotel Voucher 101.80 applies per transaction

On-line ticket touchless 111.98 For an air ticket issued with no agent intervention

On-line ticket supported by a travel agent Offline fee applies For an air ticket issued with an agent intervention

On-line ticket up-charge for a supported

transaction 132.34 For an air ticket that has been issued and invoiced as

touchless that then needs to be changed.

On-line ticket up-charge for the second change 132.34

Hotel booking made via the online tool 67.19 Per booking – system fee only.

Car booking made via the online tool 67.19 Per booking – system fee only.

DTDC TRAVELS Visa processing 203.60 For Standard, Visa Vendor costs are not included

and will be charged separatly

DTDC TRAVELS Visa (Urgent fee) 203.60 Rush Service, Visa Vendor costs are not included

and will be charged separatly

Emergency Travel Service (T24) 203.60 Per call fee. If a ticket or reservations is made,

charge applies separately as per above fees

Ferry/Vessel n/a Per Transaction

Misc Services

203.60

Any other service not listed, for instance: Meet & Greet, Transfers & Limo (e.g. Emirates), TSA Secure Flight Profile Update, etc Other services **Local Account Management** Reporting **Security Tracking** FOP **PAYMENT TERMS COMMISSIONS RETURNED No commissions** Free of charge Free of charge All above fees do not include VAT All above fees include Credit Card Merchant Fee Credit card 30 days for invoicing Free of charge Offline - Bookings made via phone or e-mail Per ticket issuance Non air products booked to an existing air ticket (PNR) are free of charge. Regardless of if all is

booked together or individually

Online - Bookings made via the online tool Concur Other Services Comments back to overview **Current Pricing** Service description Fee in AUD Comments Air Domestic 26.47 Air Regional 26.47 Air International 127.25 Low Cost Carrier / Non GDS Air Per booking Air ticket refund 28.50 Per refund request MCO Per transaction Hotel only booking GDS 5.09 Per booking Hotel only booking outside GDS Per booking Hotel Voucher Payment/billback Per voucher Car only bookings via phone or email 5.09 Per booking Rail bookings made via phone or e-mail 14.25 Per train ticket incl seat reservation per rail company Rail refund Per refund request On-line ticket touchless 9.16 For an air ticket issued with no

agent intervention

On-line ticket supported by a travel agent

14.25

For an air ticket issued with an agent intervention

Hotel booking made via the online tool Per booking – system fee only.

Car booking made via the online tool Per booking – system fee only.

DTDC TRAVELS Visa processing - Regular

15.27

For Standard Service, Visa Vendor costs are not included and will be charged separatly

DTDC TRAVELS Visa processing - Urgent

40.72

For Rush Service, Visa Vendor costs are not included and will be charged separatly

Emergency Travel Service (T24)

25.45

Per call fee. If a ticket or reservations is made, charge applies separately as per above fees

11.20

Any other service not listed, for

instance:

Meet & Greet, Transfers & Limo

(Emirates etc.), Bus reservations,

restaurants, Mileage upgradeetc.

OBT fee Per unique PNR 5.09 Per request

Training Expenses/Day (+T&E) 1,018.00 Per request

**Other services Comments** 

Local Account Management included in transaction fee

Reporting included in transaction fee

Security Tracking included in transaction fee

FOP

**PAYMENT TERMS** 

**COMMISSIONS RETURNED** 

Offline - Bookings made via phone or e-mail

Per ticket issuance

Non air products booked to an

existing air ticket (PNR) are free of

charge. Regardless of if all is booked

Credit Card
Card
Returned POS
Online - Bookings made via the online tool
Other Services
All above fees do not include VAT
Manual invoicing agreed, no credit card in place
Current Pricing
Service description Fee in SGD Comments
Air Domestic 33.59
Air Regional 45.81
Air International (to all other destinations) 66.17
Low Cost Carrier / Non GDS Air Per booking
Points Redemption Ticket Issue/Upgrade 152.70
Air Voids 50.90 Per refund request
MCO Per transaction
Hotel only bookings via phone or email 20.36 Applies per transaction, if the booking is NOT related
to an Air ticket
Hotel Voucher Payment/billback NA
Car only bookings via phone or email 20.36 Applies per transaction, if the booking is NOT related
to an Air ticket
Rail bookings made via phone or e-mail
30.54 Per train ticket incl seat reservation per rail company
Rail refund 71.26 Per refund request
On-line ticket touchless
33.59 For an air ticket issued with no agent intervention

On-line ticket supported by a travel agent

38.68 For an air ticket issued with an agent intervention

Hotel booking made via the online tool 8.14 Per booking – system fee only.

Car booking made via the online tool 8.14 Per booking – system fee only.

DTDC TRAVELS Visa processing - Regular

CIBT Fees Plus 41

For Standard Service, Visa Vendor costs are not included and will be charged separatly Agent Assist

DTDC TRAVELS Visa processing - Urgent

CIBT Fees Plus 117

For Rush Service, Visa Vendor costs are not included and will be charged separatly Agent Assist

After hour service - Emergency (T24) 50.90 Reissue/Reroute fee

50.90

Per call fee. If a ticket or reservations is made, charge applies separately as per above fees

**Other services Comments** 

Local Account Management included in transaction fee

Reporting included in transaction fee

Security Tracking included in transaction fee

FOP

**PAYMENT TERMS** 

## COMMISSIONS RETURNED

Credit Card
Card
Returned POS
All above fees include Credit Card Processing Fee
Offline - Bookings made via phone or e-mail
Per ticket issuance
Non air products booked to an existing air ticket
(PNR) are free of charge. Regardless of if all is booked
together or individually
Online - Bookings made via the online tool
Other Services
All above fees do not include VAT
Current Pricing
Service Description Fee in INR
209.00

Air domestic ticket issuance for bookings made

via E-Travel self-service booking tool

## 1,043.00

Air international ticket issuance for bookings
made via E-Travel self-service booking tool 783.00
Please note: changes cannot be made via ETravel for this – Local Buyer needs to call or email
Local Supplier and standard fees apply
as per standard offline fee

Air ticket refund domestic 105.00

Air ticket refund international 209.00

Any hotel booking made via the travel desk or via E-Travel self-service booking tool

130.00

Car rental booking made via phone or email not connected with an airline ticket 130.00

130.00

130.00

Airport transfers 130.00

Rail bookings for domestic (except Tatkal) 105.00 Tatkal bookings 105 + Tatkal Fee

314.00

Rail ticket refund 105.00

Visa arrangements – regular
365.00
Visa arrangements – urgent
574.00
Rail booking for international rail can only be
made via the travel desk
Visa / Immigration and Document Delivery
Rail
Air Ticket Bookings
Air domestic made via email or phone
Air international made via email or phone
Other Air Related Service Fees
Hotel Bookings
Ground Transportation / Car Rental / Taxi Arrangements and Airport Pick-Up
Chauffeur driven cars

Emergency Travel Service (T24)
157.00
Service tax reconciliation
51.00
Invoicing
51.00
Duplicate Invoice issuance 102.00
Notes:
§ Above DTDC Travels service fees do include
applicable payment processing fees.
§ Above pricing does not include VAT/Service
tax.
§ In order for these fees to go into effect, the
following conditions apply –

<sup>®</sup> The Local Supplier shall judiciously deploy

onsite staffing to meet the mutually agreed

<sup>®</sup> The Local Buyer and Local Supplier mutually

agree to take efforts in best faith to assure the

online usage (adoption) is above 50% within 90-

service expectations.

days of implementation. If the online usage falls below 50% for three or more consecutive months, Local Supplier will bill Buyer an online PNR fee of \$2.00 USD per PNR (billed to Local Buyer in equivalent INR).

The Local Buyer agrees to charge at least 80% of all transactions to Local Buyer's designated credit card at the point of sale within 90-days. If Local Buyer does not achieve at least 80% for 3-consecutive months, then Local Supplier will apply the following new fees: Service Description Fee in INR

Air domestic made via email or phone 229.00

**Emergency Service** 

Other Charges

Air Ticket Bookings

Air domestic ticket issuance for bookings made via E-Travel self-service booking tool 177.00

Air international ticket issuance for bookings made via E-Travel self-service booking tool 803.00

® If Local Buyer achieves 80% of all transactions charged to the Local Buyer's designated credit card at the point of sale, then all other amounts due under this Companion Agreement will be submitted to Local Buyer every 15-days in a reconciliation statement and invoice, less any amounts previously collected at the point of sale. Payment of invoice will be due within 15-days after date of the invoice. Interest on balances not paid within 15-days of the date of invoice shall accrue at the rate of two 2% per month.

<sup>®</sup> If Local Buyer does not achieve 80% of all transactions charged to the Local Buyer's designated credit card at the point of sale, then all other amounts due under this Companion Agreement will be submitted to Local Buyer every 7-days in a reconciliation statement and invoice, less any amounts previously collected at the point of sale. Payment of invoice will be due within 15-days after date of the invoice. Interest on balances not paid within 15-days of the date of invoice shall accrue at the rate of 2% per month.

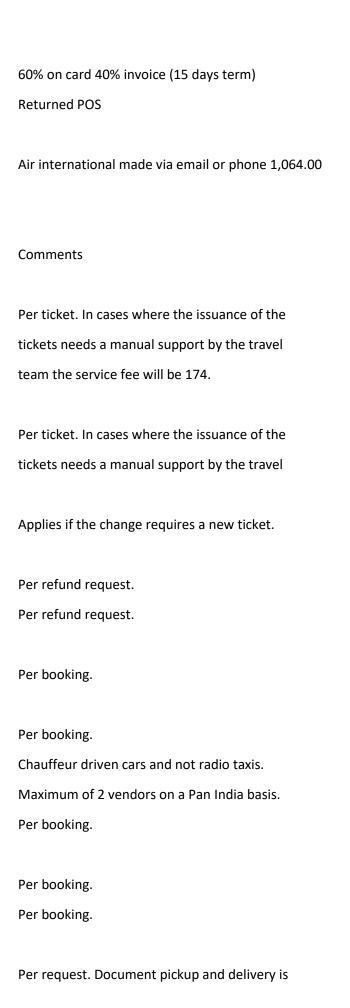
2 Standard commissions are deducted on the actual invoice to the traveler

FOP

PAYMENT TERMS

COMMISSIONS RETURNED

Partly on Individual cards and Invoice RTGS/NEFT



included. Actual embassy or consulate fees fill be
charged separately.
Per request. Document pickup and delivery is
included. Actual embassy or consulate fees fill be
charged separately.
Per refund request.
Per ticket.
Per ticket.
Ground Transportation / Car Rental / Taxi Arrangements and Airport Pick-Up
Per call fee. If a ticket or reservations is made,
charge applies separately and in addition to the
fees indicated above.
50 per ticket would be added to the above air
fees as agreed by Local Buyer.
For any transaction for which the traveler does
not hold a credit card, 50 per ticket would be
added to the above air fees.
Comments
Per ticket.
Position to the control of the contr
Per ticket. In cases where the issuance of the

tickets needs a manual support by the travel team the service fee will be 194.

Per ticket. In cases where the issuance of the tickets needs a manual support by the travel team the service fee will be 891.

Standard commissions are deducted on the actual invoice to the traveler

Per ticket.

Partly on Individual cards and Invoice RTGS/NEFT 60% on card 40% invoice (15 days term)

**Current Pricing** 

Service description Fee in CNY Comments

Air Domestic 33.59

Air Regional / Continental 127.25

Air International (to all other destinations) 320.67

Low Cost Carrier / Non GDS Air Per booking

Air ticket refund 30.54 Per refund request

MCO Per transaction

Hotel only bookings via phone or email 25.45 Per booking for GDS and non-GDS hotel

Hotel Voucher Payment/billback

Car only bookings via phone or email 35.63 Per booking for GDS and non-GDS hotel

Rail bookings made via phone or e-mail 25.45 Per train ticket incl seat reservation per rail

company

Rail refund n/a Per refund request

On-line ticket touchless

27.49 (Dom)/101.80(Reg)/255 (Intl) For an air ticket issued with no agent intervention On-line ticket supported by a travel agent

33.59 (Dom)/127.25 (Reg)/321 (Intl) For an air ticket issued with an agent intervention Hotel booking made via the online tool n/a Per booking – system fee only.

Car booking made via the online tool n/a Per booking – system fee only.

DTDC TRAVELS Visa processing - Regular

152.70

For Standard Service, Visa Vendor costs are not included and will be charged separatly

DTDC TRAVELS Visa processing - Urgent

356.30

For Rush Service, Visa Vendor costs are not included and will be charged separatly

Meet and Assist Service n/a Per Person for Foreigners

Meet and Assist Service n/a Per Each Extra Person on same flight

Emergency Travel Service (T24)

50.90

Per call fee. If a ticket or reservations is made, charge applies separately as per above fees

**Ancillary Services** 

n/a

We do not have ancillary service charge if it's not specificly listed in this fee sheet.

Other services Comments
Local Account Management included in transaction fee
Reporting included in transaction fee
Security Tracking included in transaction fee
FOP
PAYMENT TERMS
COMMISSIONS RETURNED
Credit Card
Card
Returned POS
All above fees include Credit Card Processing Fee
Offline - Bookings made via phone or e-mail
Per ticket issuance
Non air products booked to an existing air ticket
(PNR) are free of charge. Regardless of if all is
booked together or individually
Online - Bookings made via the online tool
Other Services
All above fees do not include VAT

Invoicing

For any transaction for which the traveler does not hold a credit card, 50 per ticket would be added to the above air fees.

Duplicate Invoice issuance 101.80

Notes:

§ Above DTDC Travels service fees do include applicable payment processing fees.

§ Above pricing does not include VAT/Service tax.

§ In order for these fees to go into effect, the following conditions apply –

- The Local Supplier shall judiciously deploy onsite staffing to meet the mutually agreed service expectations.
- The Local Buyer and Local Supplier mutually agree to take efforts in best faith to assure the online usage (adoption) is above 50% within 90-days of implementation. If the online usage falls below 50% for three or more consecutive months, Local Supplier will bill Buyer an online PNR fee of \$2.00 USD per PNR (billed to Local Buyer in equivalent INR).

The Local Buyer agrees to charge at least 80% of all transactions to Local Buyer's designated credit card at the point of sale within 90-days. If Local Buyer does not achieve at least 80% for 3-consecutive months, then Local Supplier will apply the following new fees: Service Description Fee in INR Comments Air domestic made via email or phone 229.05 Per ticket. Air domestic ticket issuance for bookings made via E-Travel self-service booking tool 177.13

Per ticket. In cases where the issuance of the tickets needs a manual support by the travel team the service fee will be 194.

Air international ticket issuance for bookings made via E-Travel self-service booking tool 803.20

Per ticket. In cases where the issuance of the tickets needs a manual support by the travel team the service fee will be 891.

Air Ticket Bookings

Air international made via email or phone 1063.81 Per ticket.

If Local Buyer achieves 80% of all transactions charged to the Local Buyer's designated credit card at the point of sale, then all other amounts due under this Companion Agreement will be submitted to Local Buyer every 15-days in a reconciliation statement and invoice, less any amounts previously collected at the point of sale. Payment of invoice will be due within 15-days after date of the invoice. Interest on balances not paid within 15-days of the date of invoice shall accrue at the rate of two 2% per month.

® If Local Buyer does not achieve 80% of all transactions charged to the Local Buyer's designated credit card at the point of sale, then all other amounts due under this Companion Agreement will be submitted to Local Buyer every 7-days in a reconciliation statement and invoice, less any amounts previously collected at the point of sale. Payment of invoice will be due within 15-days after date of the invoice. Interest on balances not paid within 15-days of the date of invoice shall accrue at the rate of 2% per month.

2 Standard commissions are deducted on the actual invoice to the traveler

**FOP** 

**PAYMENT TERMS** 

COMMISSIONS RETURNED

Partly on Individual cards and Invoice RTGS/NEFT 60% on card 40% invoice (15 days term)
Returned POS

**Current Pricing** 

Service description Fee in IDR Comments

Air domestic 47,297.30

Per ticket. Regardless if via GDS or non-GDS

(internet bookings).

Air Regional/Continental 174,786.53

Non air products booked with an air ticket are free of charge.

Air Intercontinental 344,186.82

Hotel only booking GDS 46,828.00 Per booking

Hotel only booking outside GDS 46,828.00 Per booking

Hotel bill back invoicing 46,828.00 Per bill back

Rental car only 46,828.00 Per booking

Rail booking 46,828.00

On-line ticket touchless For an air ticket issued with no agent intervention

On-line ticket supported by a travel agent For an air ticket issued with an agent intervention

Hotel booking made via the online tool Per booking – system fee only.

Car booking made via the online tool Per booking – system fee only.

Visa processing - Regular 76,350.00 Per application + express courier if requested

Visa processing - Urgent 101,800.00

Emergency Travel Service (T24) 76,350.00 Per call fee

Refund (Air) 50,900.00 As today

Meet & Assist Per request

Miscellaneous fee Per request

Other services Comments
Local Account Management included in transaction fee
Reporting included in transaction fee
Security Tracking included in transaction fee
FOP
PAYMENT TERMS
COMMISSIONS RETURNED
Invoice
30 days
No commissions
Offline - Bookings made via phone or e-mail
All above fees do not include VAT
Manual invoicing agreed, no credit card in place; payments must be made by
the 10th of the month for transactions of the previous month
Online - Bookings made via the online tool
Other Services
Security Tracking included in transaction fee
Security Tracking included in transaction rec
ron.
FOP
PAYMENT TERMS
COMMISSIONS RETURNED
Credit Card

**Returned POS** 

All above fees include Credit Card Processing Fee

All above fees do not include VAT

**Current Pricing** 

Service description Fee in PHP

Air Domestic 509.00

Air Regional 2,545.00

Air International (to all other

destinations)

3,257.60

Low Cost Carrier / Non GDS Air Dom 814 / Intl 3512

Air ticket refund 1,323.40

MCO N/A

Hotel only bookings via phone or

email 763.50

Hotel voucher payment/billback 10% of contract cost or minimum of 1,000

Hotel Only (Non GDS) 1,018.00

Car only bookings via phone or

email GDS 764 / NON-GDS 1018

Rail

GDS 764 / NON-GDS 1018

Rail bookings for International

routes

GDS 764 / NON-GDS 1018

Rail refund GDS 764 / NON-GDS 1018

On-line ticket touchless

N/A

On-line ticket supported by a travel

agent N/A

Hotel booking made via the online

tool N/A

Car booking made via the online

tool N/A

DTDC TRAVELS Visa processing - Regular

1,323.40

DTDC TRAVELS Visa processing - Urgent

1,527.00

Travel Insurance INTL - 518.00

DOM - 208.00

Additional Baggage Allowance 509.00

Voidance Fee 570.08

Emergency Travel Service (T24)

1,527.00

**Other services Comments** 

Local Account Management included in transaction fee

Offline - Bookings made via phone or e-mail
Online - Bookings made via the online tool
Other Services
Reporting included in transaction fee
Security Tracking included in transaction fee
FOR
FOP
PAYMENT TERMS
COMMISSIONS RETURNED
Credit Card
POS
Returned POS
All above fees include Credit Card Processing Fee
All above fees do not include VAT
Comments
Per booking
Per refund request
Per transaction
Applies per transaction, if the
booking is NOT related to an Air

## ticket

Applies per transaction, if the booking is NOT related to an Air ticket

Per train ticket incl seat reservation per rail company

Per refund request

For an air ticket issued with no agent intervention

For an air ticket issued with an agent intervention

Per booking – system fee only.

Per booking – system fee only.

For Standard Service, Visa Vendor costs are not included and will be charged separatly

For Rush Service, Visa Vendor costs are not included and will be charged separatly

Per call fee. If a ticket or reservations is made, charge applies separately as per above fees

Per ticket issuance

Non air products booked to an

existing air ticket (PNR) are free of charge. Regardless of if all is

booked together or individually

**Current Pricing** 

Service description Fee in JPY Comments

Air Domestic -

Air Regional 9,162.00

Air International (to all other

destinations)

13,234.00

Low Cost Carrier / Non GDS Air n/a Per booking
Air ticket refund 3,054.00 Per refund request
MCO n/a Per transaction
Hotel only bookings via phone or
email

1,567.72 Applies per transaction, if the booking is NOT related

to an Air ticket

Hotel Voucher Payment/billback 1,567.72
Car only bookings via phone or
email

1,567.72 Applies per transaction, if the booking is NOT related

to an Air ticket

Rail bookings for International

routes

1,873.12

Rail bookings for Domestic routes

1,527.00 Per train ticket incl seat reservation per rail company

Rail refund Per refund request

On-line ticket touchless

N/A For an air ticket issued with no agent intervention

On-line ticket supported by a travel

agent N/A For an air ticket issued with an agent intervention

Hotel booking made via the online

tool N/A Per booking – system fee only.

Car booking made via the online

tool N/A Per booking – system fee only.

DTDC TRAVELS Visa processing - Regular

4,072.00

For Standard Service, Visa Vendor costs are not

included and will be charged separatly

DTDC TRAVELS Visa processing - Urgent

n/a

For Rush Service, Visa Vendor costs are not included

and will be charged separatly

Normal Courier Delivery 509.00

Emergency Travel Service (T24)

4,072.00

Per call fee. If a ticket or reservations is made, charge applies separately as per above fees

Other services Comments

Local Account Management included in transaction fee

Reporting included in transaction fee

Security Tracking included in transaction fee

FOP

**PAYMENT TERMS** 

**COMMISSIONS RETURNED** 

Individual corporate credit card

Credit Card

No commissions

All above fees include Credit Card Processing Fee

Offline - Bookings made via phone or e-mail

Per ticket issuance

Non air products booked to an existing air ticket (PNR) are free of charge. Regardless of if all is booked together or individually

Online - Bookings made via the online tool

Other Services

All above fees do not include VAT

**Current Pricing** 

Service description Fee in MYR Comments

Air Domestic 22.40

Air Regional 50.90

Air International (to all other destinations) 103.18

Low Cost Carrier (Domestic) 22.40 Per booking

Low Cost Carrier (Regional) 50.90

Low Cost Carrier (International) 103.18

Reissuance Domestic 22.40

Reissuance Regional 50.90

Reissuance International 103.18

Air ticket refund 61.08

Air ticket voids 16.29 Per refund request

MCO Per transaction

Hotel only bookings via phone or email (GDS) 20.36 Applies per transaction, if the booking is NOT related

to an Air ticket

Hotel only bookings via phone or email (non

GDS)

20.36

Hotel Voucher Payment/billback N/A

Car only bookings via phone or email 20.36 Applies per transaction, if the booking is NOT related

to an Air ticket

Rail bookings made via phone or e-mail 20.36 Per train ticket incl seat reservation per rail company Rail refund N/A Per refund request

On-line ticket touchless

N/A For an air ticket issued with no agent intervention

On-line ticket supported by a travel agent

N/A For an air ticket issued with an agent intervention

Hotel booking made via the online tool N/A Per booking – system fee only.

Car booking made via the online tool N/A Per booking – system fee only.

DTDC TRAVELS Visa processing - Regular

30.54

For Standard Service, Visa Vendor costs are not included and will be charged separatly

DTDC TRAVELS Visa processing - Urgent

61.08

For Rush Service, Visa Vendor costs are not included and will be charged separatly

Agent Collection Fee Domestic 10.18

Agent Collection Fee International 30.54

Passport Services - Standard 30.54

Passport Courier Services (Visa) - Penang Only

61.08 Per passport

Emergency Travel Service (T24)

101.80

Per call fee. If a ticket or reservations is made, charge applies separately as per above fees

Other services Comments Local Account Management included in transaction fee Reporting included in transaction fee Security Tracking included in transaction fee All above fees do not include Credit Card Processing Fee and GST Offline - Bookings made via phone or e-mail Per ticket issuance Non air products booked to an existing air ticket (PNR) are free of charge. Regardless of if all is booked together or individually Online - Bookings made via the online tool **Other Services** All above fees do not include VAT FOP **PAYMENT TERMS COMMISSIONS RETURNED** Credit Card

Month end +45 days

No commissions

**Current Pricing** Service description Fee in NZD Comments Air Domestic 20.36 Air Regional 42.76 Air International (to all other destinations) 152.70 Low Cost Carrier / Non GDS Air - Per booking Air ticket refund - Per refund request MCO - Per transaction Domestic Hotel only (non GDS) 15.27 Applies per transaction, if the booking is NOT related to an Air ticket Hotel Voucher Payment/billback -Car only bookings via phone or email - Applies per transaction, if the booking is NOT related to an Air ticket Rail bookings made via phone or email - Per train ticket incl seat reservation per rail company Rail refund - Per refund request Air Domestic Touchless 13.23 Per booking – system fee only. Air Regional Touchless 13.23 Per booking – system fee only. Domestic Hotel only Touchless 13.23 Per booking – system fee only. Regional Hotel only Touchless 13.23 Per booking – system fee only. Air Domestic Touched 20.36

Air Regional Touched 20.36

Air International Touched 152.70

Rail 
Hotel only Touched 10.18

Hotel Only Non GDS Touched 10.18

DTDC TRAVELS Visa processing - Regular

50.90

For Standard Service, Visa Vendor costs are not included and will be

charged separatly

DTDC TRAVELS Visa processing - Urgent

50.90

For Rush Service, Visa Vendor costs are not included and will be charged separatly

Emergency Travel Service (T24)

50.90

Per call fee. If a ticket or reservations is made, charge applies separately as per above fees

Ancillary services 30.54

Charge back to DTDC TRAVELS

25.45

fee per invoice to manage the charge back of third party suppliers to DTDC TRAVELS

Other services Comments
Local Account Management included in transaction fee
Reporting included in transaction fee
Security Tracking included in transaction fee
FOP
PAYMENT TERMS
COMMISSIONS RETURNED
Credit Card
Card
No commissions
All above fees include Credit Card Processing Fee
#
Per ticket issuance
Non air products booked to an existing air ticket (PNR) are free of
charge. Regardless of if all is booked together or individually
Online - Bookings made via the online tool
Other Services
All above fees do not include VAT
Online Bookings - Medium Touched

**Current Pricing** 

Service description Fee in THB Comments

Air Domestic 305.40

Air Regional (APAC except AUS and NZ) 712.60

Air International 1,221.60

Airline tickets handling fee for Economy Class NA

Airline ticket handling fee for Business Class

NA

Low Cost Carrier / Non GDS Air Same rate as on GDS Per booking

Air ticket refund 509.00 Per refund request

MCO Per transaction

Hotel only booking GDS 509.00 Per booking

Hotel only booking outside GDS 509.00 Per booking

Hotel Voucher Payment/billback Per bill back

Rental car only booking via GDS 509.00 Per booking

Rental car only booking outside GDS 509.00 Per booking

Rail bookings via GDS NA Per booking

Rail bookings outside GDS NA Per booking

Rail refund NA Per refund request

On-line ticket touchless

n/a For an air ticket issued with no agent intervention

On-line ticket supported by a travel agent

n/a For an air ticket issued with an agent intervention

Hotel booking made via the online tool n/a Per booking – system fee only.

Car booking made via the online tool n/a Per booking – system fee only.

DTDC TRAVELS Visa processing - Regular

509.00

For Standard Service, Visa Vendor costs are not included and will be charged separatly / per application + 500 for express courier if requested

DTDC TRAVELS Visa processing - Rush 1,018.00

Passport processing - Standard NA

Passport processing - Rush NA

Meet & Assist Per request

Miscellaneous fee Per request

Emergency Travel Service (T24)

814.40

Per call fee. If a ticket or reservations is made, charge applies separately as per above fees

**Other services Comments** 

Local Account Management included in transaction fee

Reporting included in transaction fee

Security Tracking included in transaction fee

All above fees include Credit Card Processing Fee

Offline - Bookings made via phone or e-mail

Per ticket issuance

Non air products booked to an existing air ticket

(PNR) are free of charge. Regardless of if all is

booked together or individually

Online - Bookings made via the online tool

Other Services

All above fees do not include VAT

FOP **PAYMENT TERMS COMMISSIONS RETURNED Credit Card** Card No commissions **Current Pricing** Service description Fee in TWD Comments Air Domestic 271.20 Air Regional 932.23 Air International (to all other destinations) 1,220.38 Low Cost Carrier / Non GDS Air Per booking Air ticket refund 610.80 Per refund request Air voids 305.40 Per transaction Hotel only bookings via phone or email 338.99 Applies per transaction, if the booking is NOT related to an Air ticket Hotel Voucher Payment/billback Per bill back Car only bookings via phone or email 261.03

Applies per transaction, if the booking is NOT related

Rail bookings made via phone or e-mail

to an Air ticket

261.03 Per train ticket incl seat reservation per rail company

Rail refund Per refund request

On-line ticket touchless For an air ticket issued with no agent intervention

On-line ticket supported by a travel agent For an air ticket issued with an agent intervention

Hotel booking made via the online tool Per booking – system fee only.

Car booking made via the online tool Per booking – system fee only.

DTDC TRAVELS Visa processing - Regular

305.40

For Standard Service, Visa Vendor costs are not included and will be charged separatly

DTDC TRAVELS Visa processing - Urgent

407.20

For Rush Service, Visa Vendor costs are not included and will be charged separatly

Emergency Travel Service (T24)

356.30

Per call fee. If a ticket or reservations is made, charge applies separately as per above fees

Other services Comments

Local Account Management included in transaction fee

Reporting included in transaction fee

Security Tracking included in transaction fee

FOP
PAYMENT TERMS
COMMISSIONS RETURNED
Credit Card
Card
No commissions
All above fees include Credit Card Processing Fee
Offline - Bookings made via phone or e-mail
Per ticket issuance
Non air products booked to an existing air ticket
(PNR) are free of charge. Regardless of if all is
booked together or individually
Online - Bookings made via the online tool
Other Services
All above fees do not include VAT
Current Pricing
Service description Fee in HKD
Air Domestic 159.00
Air Regional/Continental 263.00

Air International (to all other destinations) 397.00

Low Cost Carrier / Non GDS Air

Air ticket refund / Air Voids 255.00
MCO
Hotel only bookings via phone or email
79.00
Hotel Voucher Payment/billback (non-GDS) 79.00
Car only bookings via phone or email
79.00
Rail bookings made via phone or e-mail
40.00
Rail refund
On-line ticket touchless
-
On-line ticket supported by a travel agent
-
Hotel booking made via the online tool -
Car booking made via the online tool -
DTDC TRAVELS Visa processing - Regular
153.00
DTDC TRAVELS Visa processing - Urgent
204.00
Emergency Travel Service (T24)

## 204.00

Auxiliary Service Fees 41.00
Ticket Reissuance Transaction fee
Other services Comments
Local Account Management included in transaction fee
Reporting included in transaction fee
Security Tracking included in transaction fee
FOP
PAYMENT TERMS
COMMISSIONS RETURNED
Credit Card
Card
No commissions
All above fees include Credit Card Processing Fee
Offline - Bookings made via phone or e-mail
Online - Bookings made via the online tool
Other Services
All above fees do not include VAT
Comments
Comments
Per booking

Per refund request

Per transaction

Applies per transaction, if the booking is NOT related

to an Air ticket

Applies per transaction, if the booking is NOT related

to an Air ticket

Per train ticket incl seat reservation per rail company

Per refund request

For an air ticket issued with no agent intervention

For an air ticket issued with an agent intervention

Per booking – system fee only.

Per booking – system fee only.

For Standard Service, Visa Vendor costs are not

included and will be charged separatly

For Rush Service, Visa Vendor costs are not included

and will be charged separatly

Per call fee. If a ticket or reservations is made, charge

applies separately as per above fees

Per ticket issuance

Non air products booked to an existing air ticket

(PNR) are free of charge. Regardless of if all is booked

together or individually

EXHIBIT H

**GLOBAL ONLINE SERVICES** 

This Exhibit sets forth the terms related to online systems and tools provided by DTDC Travels that Client

can utilize to review the availability of travel services, including, but not limited to, booking travel services

such as flights, trains, hotels, and rental cars and obtaining travel infor111ation ("Online Services"). Online

Services will be provided in each of the Participating Countries as mutually agreed from time to time by

the Parties. All terms and conditions of the Agreement shall apply to this Exhibit. If there are any conflicts

between the tenns of this Exhibit and the terms of the Agreement, the terms of this Exhibit shall control for

pwvoses of the Online Services.

Client acknowledges and agrees that any DTDC Travels software or third party software, including, but not

limited to, corresponding documentation, speci fications, marks, logos, and graphics ("Software") used in

connection with the Online Services contains proprietary and confidential infonnation of DTDC Travels and

its third party licensors that are protected by applicable intellectual property and other related laws. Client

may incur initial installation and configuration fees as set forth in this Exhibit for DTDC Travels to implement

the Online Services for Client. Any third party Software provided by DTDC Travels for use by Client

hereunder shall be subject to a sublicense agreement in the form, if any, required by the third party licensor.

Client is extended no rights or licenses in any form to use the Software or the Onli ne Services, which shall

be considered a part of DTDC Travels 's Confidential In for111ation, except as expressly set forth herein. The

Online Services are solely for use by Client and its employees and travelers travelling on corporate business

for Client who will have access to the Online Services (collectively "Authorized Users") to be provided via

the Internet or Client's Intranet.

A. Access and Eligibility. The term of this Exhibit shall be coterminous with the Agreement, provided however, either party may terminate this Exhibit at any time upon sixty (60) days prior written notice

to the other party. DTDC Travels is entitled at any time to bar, pennanently or temporarily, access of individual Authorized Users or tenninate this Exhibit upon violation of conditions of use or in the event

of misuse of the Online Services. Restrictions or non-access may occur during any necessary or regular

servicing or updating activities whereby such activities may be undellaken by DTDC Travels at any time

as necessary for reasonable periods. Client agrees to such restrictions of use, and wherever possible,

DTDC Travels shall provide Client with timely notice of such use restrictions. In a similar fashion, DTDC TRAVELS

Travel cannot warrant the availability of the Online Services of the functionalities provided by the computer reservation systems, global distribution systems, and the like, or the continuous availability

of same. DTDC Travels therefore provides no guarantee that the communications infrastructure shall be

available without interruptions and without flaws.

DTDC Travels and Client agree that third parties providing any portion of the Online Services may be entitled to enforce all of the rights of DTDC Travels as a third party beneficiary of this Exhibit.

Upon the expiration and non-renewal or termination of this Exhibit for any reason: (1) Client's access to and license and use of the Online Services will terminate; and (2) Client will return to DTDC Travels

any and all portions of the Online Services, including, but not limited to, Software provided to Client by DTDC Travels, including any copies thereof held by Client, except for those copies made for archival

purposes in Client's regular course of business which shall continue to be subject to the confidentiality

tenns of this Agreement.

Stri ctly Confi dential

- B. Functionality. DTDC Travels shall be responsible under the terms of this Exhibit for the:
- Technical installation and provision of Client-specific Online Services. Client is responsible for all third party imposed fees, including convenience fees, as well as fees related to debit memos, double bookings, and hotel cancellations, except as caused by DTDC Travels personnel, the Software or the Online Services. All fees, including taxes and other miscellaneous charges as set fo11h in this Exhibit shall be paid in accordance with the Agreement.
- Issuing of tickets for the booking orders entered via the Online Services. DTDC Travels processing of such orders shall, as for other orders entered via other fonnats, be diligent and punctual analogous to the Agreement.

DTDC Travels reserves the right to, without mate1ially affecting the funct ionality of the Online Services:

( I) discontinue any aspect of the Online Services at any time, with or without cause or notice, including

the availability of any of the features, delivery services, databases, or content; (2) impose limits on features or restrict access to parts of the Online Services; or (3) edit or delete any documents, infonnation, or other content appearing on the Online Services. DTDC Travels reserves the right to review

the administrative settings (including any necessary reviews or error messages) by the Online Support

Team or as appropriate by the Online Services licensor. Client accepts that Online Services changes may only be undertaken exclusively by DTDC Travels or by the Online Services licensor whereby such changes may not substantially adversely affect the fulfilment of the Online Services. Client is not entitled to make any changes whatsoever to the teclmical or content settings of the Online Services.

From time to time, DTDC Travels or the third party licensor may make automatic enhancements to the

Online Services available to Client at no additional cost. In the event DTDC Travels or such third party licensor releases an enhancement that requires additional services and/or costs, Client may elect to have

the enhancement at the then-current applicable fees.

Client acknowledges that DTDC Travels may develop one or more websites for use by Client's Authorized Users. DTDC Travels will retain sole ownership of all pre-existing materials, methodologies,

Software, tools, and architecture utilized in the development of and/or inco1porated in any Client website, and Client will retain ownership of any pre-existing graphics or text provided by Client for use in the website, as well as any Client specific text developed solely for use in the Client website. Any Client specific database of infonnation generated through a Client website shall remain Client property.

C. Use. DTDC Travels grants the Authorized Users a personal, revocable, non-transferable, and non-exclusive right and license to use the Software solely for the puq)Qse of accessing the applicable Online

Services during the term of this Exhibit. Use pursuant to this Exhibit comprises solely of the reservation

and booking of travel services as well as any other legal use of the functions installed in any of the Online Services, which may include bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or conununication facilities designed to enable communication vvith the public at large or with a group ("Communication Services").

With respect to the Online Services and Communication Services, Client represents and warrants to DTDC Travels that it and its' Authorized Users:

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- I) Will provide true and accurate personal infonnation as necessary.
- 2) Will only use the Online Services and Communication Services for lawful purposes and in accordance with the terms and conditions of this Exhibit and any applicable laws and regulations and any terms, conditions, and policies posted on websites.
- 3) Are not located in a county where export or re-export of the contents of infonnation received via the Internet is prohibited.
- 4) Will not (i) violate the intellectual property rights of any third party by using, posting, publishing, or transmitting any material protected by copyright, trademark, trade secret, patent, or other intellectual property right without proper authorization; or (ii) copy, modify, create a derivative work of, distribute, transmit, display, perform, reproduce, forward, publish, transfer, reverse engineer, reverse assemble, sell, assign, license, sublicense, attempt to discover any source code, grant a security interest in, or otherwise transfer any right in the Software or the Online Services in any way for any reason. Authorized Users, however, are expressly permitted to make single copies of pages for private non-commercial purposes.
- 5) Will not defame, abuse, harass, embarrass, stalk, tlu-eaten, or otherwise violate the legal rights of others or publish, post, upload, distribute, or disseminate any inappropriate, profane, defamato1y, libelous, pornographic, vulgar, infringing, obscene, indecent, unlawful, or similarly tortuous or otherwise objectionable material or information.
- 6) Shall not engage in spamming, mail-bombing, spoofing, speculation, incoffect, or fraudulent bookings and block bookings, or any other fraudulent, illegal, or unauthorized activity.
- 7) Will not willfully distribute or introduce computer viruses, wonns, trap doors, back doors, timers, clocks, counters, or other limiting routines, instructions, or designs, or any software intended to damage or alter a computer system or the Software.
- 8) Will not use "auto-responders", "cancel-bots", or other similar mechanisms that generate excessive

network traffic.

- 9) Will not post, send, or relay any unsolicited advertising or offer products, items, loans, or other services.
- 10) Will not post any duplicative or unsolicited messages or conduct or forward surveys, contests,

pyramid schemes, or chain letters.

11) Will not harvest or otherwise collect information about others, including email addresses, without

consent.

12) Will not create a false identity or forged email address or header or otherwise attempt to mislead

others as to the identity of the sender or the origin of the message.

13) Will not attempt to gain unauthorized access to the Online Services, other accounts, computer systems, or networks co1mected to the Online Services t!U"ough login password mining or any other

means and shall only access the Online Services tlu-ough the interfaces provided by DTDC Travels.

Client is responsible for all actions undertaken by Authorized Users using the Online Services and Communication Services and shall ensure that the Authorized Users are aware of and observe all conditions of use ptior to use. Client will indenmify DTDC Travels from any and all third party claims (including reasonable costs for any legal activities) consequent to actions which constitute non-contractually compliant use, misuse, or an otherwise illegal use of the Online Services and Conununication Services and its contents by the Authorized Users. Client acknowledges and agrees that

the Online Services may contain a click acceptance for a privacy policy, legal tenns, and/or tenns of use

at login in order to advance to use the Online Services

D. User Name, Password, and Security. Authorized Users are solely responsible for maintaining the confidentiality of their user names and passwords and for all activities that occur under such user names

and passwords. Client agrees to immediately notify DTDC Travels of any unauthorized use of user names

and passwords or any other breach of security it becomes aware of related to the Online Services. DTDC TRAVELS

TRAVEL WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM CLIENT'S

FAILURE TO ADEQUATELY SAFEGUARD USER NAMES AND/OR PASSWORDS, EITHER WITH OR WITHOUT KNOWLEDGE, OR TO OTHERWISE COMPLY WITH THIS SECTION.

CLIENT MAY BE HELD LIABLE FOR COSTS INCURRED BY DTDC TRAVELS OR ANOTHER PARTY DUE TO SOMEONE ELSE USING USER NAMES AND/OR PASSWORDS.

E. Review of Content. DTDC Travels may, from time to time, monitor and review any information transmitted or received tlu·ough the Online Services and reserves the right lo censor, edit, remove, or

prohibit the transmission or receipt of any infonnation that DTDC Travels, in its sole discretion, deems

inappropriate or in violation of this Exhibit, and Client consents to such monitoring and review. Client

agrees that if it or its Authorized Users submit suggestions, ideas, comments, questions, or posts any other information through the Online Services, Cl ient grants DTDC Travels and its affiliates and subsidiaries a worldwide, non-exclusive, royalty-free, pe1pelual, and ill"evocable right to use (and full

right to sublicense), reproduce, modify, adapt, publish, translate, create derivative works from , distribute, transmit, and display such content in any fonn, media, or teclmology.

DTDC TRAVELS HAS NO OBLIGATION TO MONITOR COMMUNICATION SERVICES AND

DOES NOT CONTROL OR ENDORSE THE CONTENT, MESSAGES, OR INFORMATION

FOUND IN ANY COMMUNICATION SERVICE. Managers and hosts are not authorized DTDC Travels spokespersons and their views do not necessarily reflect those of DTDC Travels. Materials uploaded to

the Communication Services may be subject to posted limitations on usage, reproduction, and/or dissemination, and the Authorized User is responsible for adhering to such limitations if they download

the mateiials.

F. Conclusion of Contract I Bookings. DTDC Travels is present exclusively in the role of broker for travel

service providers. DTDC Travels participates in no way as a contract partner in the brokered contract. The

brokered contracts are third party transactions for DTDC Travels. The offers presented by DTDC Travels

via the Online Services < lo not constitute binding contract offers by DTDC Travels or the respective provider. DTDC Travels draws explicit attention to the possibility that, in case of some travel service providers, telephone bookings may be subject to other fee rates for the specified travel service.

The booking and billing of the travel services offered via the Online Services can only be transacted via credit card, whereby in the case in particular of hotel and rental car services and some low cost carriers, a personal credit card must be used for payment and details provided as a booking guarantee.

The act by Client or the Authorized User of entering data and sending the online booking fonn constitutes a binding offer for the conclusion of a contract with the respective travel service provider via the service selected by Client or the Authorized User. Based on the offer of contract submitted by Client or the Authorized User, the Online Services then either transmits an acceptance or a refusal of the offer by the travel service provider. Client's or the Authorized User's offer is only then deemed accepted by the travel service provider after receipt of a confinnation of booking generated by the Online Services.

A contract is entered into between Client or the Authorized User and the respective travel service provider in the event of availability of the travel service and acceptance of the offer by the travel service

provider. The general standard tenns and conditions, tariff regulations, and other regulations of the respective travel service provider come into effect upon validity of such contract. These may regulate

tenns of payment, conditions of due dates, liability, cancellation, change bookings, refunds (if so applicable), frequent flyer programs, transfer costs, check-in times, or other restrictions. Client or the

Authorized User should contact the travel service provider selected directly with respect to the details

of the applicable tenns and any other regulations (for example transfer costs, frequent flyer programs,

and changes to departure and arrival times).

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The services and travel information brokered may be fully or partially entered directly into the Online

Services via an internat ional travel booking or information system or may be refetTed directly to such

systems via a hyperlink. Such travel offers and travel information may specify conditions and regulations in the English language which may also affect the type and scope of the travel service. Client accepts that such English language regulations also apply to Client within Client's relationship with the respective travel service provider.

G. Hypcrlinks. The Online Services contain hyperlinks which link to third party websites. DTDC Travels has no influence on the design or content of such websites and therefore caimot accept any responsibility for the correctness, CUJTency, completeness, or quality of infonnation or services presented therein. Authorized Users should direct any conunents or problems relating to such websites

directly to the respective website operator. DTDC TRAVELS EX PLICITLY EXCLUDES ANY LIABILITY BASED ON ANY AND ALL LEGAL GROUNDS FOR THE FUNCTIONALITY, USABILITY, AND CONTINUOUS AVAILABILITY OF THIRD PARTY WEBSITES AND ACCEPTS NO LIABILITY FOR THE CONTENT OF THE WEBSITES OF T HIRD PARTIES.

H. Disclaimer. THE PARTIES AGREE THAT SOFTWARE SYSTEMS CAN NEVER BE COMPLETELY FREE OF BUGS OR ERRORS. EXCEPT AS OTHERWISE EXPLICITLY STATED, DTDC TRAVELS MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE ONLINE SERVICES, COMMUNICATION

SERVICES, AND/OR SOFTWARE, OR ANY MODIFICATIONS THERETO, AND DTDC TRAVELS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SOFTWARE OR ACCESS TO OR USE OF ANY WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. THIS IS THE BACKGROUND FOR THE FOLLOWING LIABILITY PROVISIONS, WHICH IN THAT SENSE MODIFY THE LIABILITY PROVISIONS OF THE AGREEMENT.

THE INFORMATION PRESENTED IN THE ONLINE SERVICES FOR THE INDIVIDUAL DETAILS OF THE TRAVEL SERVICES ARE BASED ON DATA PROVIDED BY THE COMPUTER RESERVATION SYSTEM OR GLOBAL DISTRIBUTION SYSTEM OR DATA RECEIVED BY DTDC TRAVELS FROM THE RESPECTIVE SERVICE PROVIDER AND DO NOT ORIGINATE FROM DTDC TRAVELS. CONSEQUENTLY, DTDC TRAVELS AS OI\TLTNE SERVICES PROVIDER TO CLIENT HEREWITH EXPRESSLY EXCLUDES ANY LIABILITY FOR THE CORRECTNESS, COMPLETENESS, AND RELIABILITY OF THE DATA, INFORMATION, AND PRICES RELATING TO THE TRAVEL SERVICES PRESENTED BY THE ONLINE SERVICES. THIS HAVING BEEN SAID, I3CD TRAVEL TAKES ALL REASONABLE EFFORTS TO ENSURE THAT THE INFORMATION, SOFTWARE, AND OTHER DAT A PRESENTED TN THE ONLINE SERVICES, IN PARTICULAR SUCH INFORMATION AS REFERS TO TIMES AND DATES, RESTRICTIONS, AND PRICES ARE CURRENT, COMPLETE, AND CORRECT AT TIME OF PUBLICATION.

WITH RESPECT TO DTDC TRAVELS CONFIDENTIALITY OBLIGATIONS FOR THE ONLINE SERVICES UNDER THIS EXHIBIT, LIABILITY IS LIMITED TO DIRECT, CONTRACT-TYPICAL, AND FORESEEABLE DAMAGES. IN NO SUCH CASE, IRRESPECTIVE OF THE LEGAL GROUNDS, DOES DTDC TRAVELS TRA VEL'S LIABILITY EXCEED THE AMOUNT TO BE PAID TN USAGE FEES PER ANNUM BY CLIENT TO DTDC TRAVELS FOR THE ONLINE SERVICES UNDER THIS EXHIBIT. THE FOREGOING LIMITATIONS OF LIABILITY CONSTITUTE A FUNDAMENTAL BASIS OF THIS ATTACHMENT AND DTDC TRAVELS WOULD NOT HAVE PERMITTED USE OF THE ONLINE SERVICES ABSENT SUCH LIMITATIONS.

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## **EXHIBIT I**

## RETENTION PROGRAM FINANCIAL INCENTIVES

DTDC Travels will make available to Client the following financi al investments based on an initial term of

two (2) years and one (I) year extension if applicable. (All payments arc expressed in USD) \$75,000 per contract year for up to three years, to be used towards Advito funding for Traveler Engagement initiatives.

\$100,000 per contract year for up to three years in DTDC Travels Technology investment funding, applicable for non-refundable ticket tracking, third party data sharing, global reporting and online booking tool implementations.

Transaction fee rebate, applied annually at the end of each contract year up to tlu-ee years and applicable per gross air transaction following this tier approach:

- >= 105,000 annual air transactions= \$0.50
- = 89,000 to= 104,999 annual air transactions= \$0.45
- = 73,000 to = 88,999 arumal air transactions= \$0.35
- = 60,000 to = 72,999 annual air transactions= \$0.28
- $\bullet <=59,999 = 0$

Extension bonus paid 45 days after execution of this Agreement and MEU and AMEA companion agreements following this tier approach:

o 1st year and 2"d year

- >= I 05,000 annual air transactions= \$60,000
- =73,000 to= 104,999 ammal air transactions= \$50,000
- <=72,999 ammal air transactions= \$40,000
- o 3rd year:
- \$80k

For years 2 and 3 bonus will be paid within 45 days of the close of the specified period.

The investments above arc contingent on the following dependencies:

Adoga and DTDC Travels will review & plan annually for migration to credit card where mutually agreed.

Adoga and DTDC Travels will review annually the long tenn program vision (i.e. vision 2020) and mutually detennine hannonization elements.

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**EXHIBIT J** 

**FUTURE DESIGN OUTLINE** 

(Description, milestones, commitment)

DTDC Travels will create an ecosystem that is mobile, agile and connecting, delights the end user by i1movative ways of being serviced effortlessly, tailored to individual needs where the process is the approval

and expense management is touchless. On-going development of Trip Source will suppo1t the future of

this touchless environment.

Timelines subject to periodic review and adj ustment as follows:

Initial hub platform set up and consolidation through 2018

Hotel bookings available via Trip Source 1Q2018

Air bookings available via Trip Source 1Q2019

In addition DTDC Travels will also deliver innovative technologies as outlined in the proposal dated as of

14th of September 20 15. These solutions and technologies arc designed to bring greater savings to support

ADOGA ZBB goals, increase traveler satisfaction and will represent a potential savings. The technologies

would include:

a. Airfare Price Assurance: Low fare search secures the best fare at the time of booking and price drop

protection checks for lower fares after booking.

b. Hotel Price Assurance: DTDC TRAVELS assure the lowest rates at booking, and then search for lower rates post-

booking with P1ice Drop Protection.

c. International Rate Desk expansion: DTDC Travels has begun early piloting of an TRD desk in the MEU

region.

d. Trip Source Hotels, improving hotel attachment to 60 % providing transparency of \$3.SM in additional hotel spend: Trip Source Hotels searches for the same hotel room across multiple distribution

points (GOS, DTDC TRAVELS-preferred, non-GDS and private content, as well as hotel booking aggregators (HBAs))

to bring the best room rate at the time of booking. DTDC Travels will help ADOGA compare and negotiate

content and suppliers.

e. TripSource Enterprise, in conjunction with a commtmication strategy: Utilizing SMS messaging for hotel rate inclusive amenities, etc.

DTDC Travels understands that ADOGA will migrate to a highly centralized service configuration model with

a plmmcd roll-out for I51 of January, 2018. DTDC Travels will work in concert with ADOGA to develop a

detailed framework and implementation plan for a centralized program to be located in regional call centers

with a singular GDS and OBT strategy. As noted in the September proposal above referenced, the benefits

of centralization are:

D Optimized costs- A single point of control for multiple markets gives ADOGA greater insight and control

over your travel program and spend.

0 Consistent service excellence - With centralized service centers DTDC Travels will drive a unified approach to service delivery even further.

IJ Increased compliance and steering of travelers - By centralizing your service DTDC Travels will strengthen your prefe1Ted supplier agreements and contracts with the economies of scale.

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0 Increased productivity - ADOGA will achieve higher productivity per agent by cross-utilizing dedicated

staff, in environments where there is a strong use of prefel1'ed regional and global suppliers and minimal

requirements for locally provided services.

O Improved communication and change management - Centralizing means reducing ADOGA stakeholders and variables related to client touch-points.

0 Integration of your specialty teams - With centralization it's easier to maintain high service levels for

the specialized service desks/skill-sets and for additional business travel services such as online help desks,

customer care teams or dedicated VIP teams.

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EXHIBIT K
COMP
ANION AGREEMENT TEMPLATE
COMPANION AGREEMENT
This Companion Agreement ("Companion Agreement") is entered into effective
20 _ (the "Effective Date") by and between /INPUT Momleli!z IntemIltio11III e11ti(p's f11/I JegIII 11ame,
jurisdiction of organhation, principal busine!!iS address and any other identijicIltion req11ired by
applicable Jaw, e.g., registmtion n11111berj (" Affiliate") and [Supplier] /INPUT Supplier's i11-cou11try
Afjilillte'. $\sim$ full lef?a/ 11(1111e, j11risdictio11 of orgllnizatiou, principal business address ml(/ auy oilier
identification required by applicable law, e.g., registration 1111111be1J ("Supplier").
Background:
A. [.Adoga Affiliate] a company incorporated in [] with registration number [] and whose
registered office is at [] ("ADOGA") and [Supplier Affiliate] a company incorporated in [ ] with registration
number [] and whose registered office is at [] ("Prime Supplier") are parties to the Master Agreement,
dated . 20[] (the "Master Agreement") for the supply of certain Services;
B. Affiliate is an affiliate of ADOGA and Supplier is an affiliate of the Prime Supplier; and
C. Supplier wishes to sell and Affiliate wishes to buy Services from Supplier in accordance
with and subject to the tenns set out in the Master Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and of other good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, Affiliate and Supplier (collectively, "we" and "us") hereby agree as follows:

- 1. Definitions. Capitalized tenns that are not defined in this Companion Agreement have the same meaning as in the Master Agreement.
- 2. Incorporation by Reference. This Companion Agreement incorporates the terms of the Master Agreement. All sales under this Companion Agreement shall be in accordance with and subject to the terms

of the Master Agreement, !except as expressly provided in Annex A to this Companion Agreement.)

3. Term. This Companion Agreement starts on the Effective Date and continues until the Master Agreement expires or is tenninated, unless this Companion Agreement is terminated earlier in accordance

with the tenns of the Master Agreement.

- 4. Purchase and Sale of Services. Supplier will sell and Affiliate will buy such Services as may from time to time be detailed in Purchase Orders issued by Affiliate. Applicable Fees are listed in Exhibit F.
- 5. Payments. Supplier shall invoice Affiliate, and Affiliate agrees to pay Supplier, in accordance with the provisions of the Agreement, unless otherwise set fo11h in this Companion Agreement. Supplier's

invoices shall include all amounts payable under this Companion Agreement. The Pa11ies' respective responsibilities for taxes arising under or in connection with this Companion Agreement shall be in accordance with the provisions of the Master Agreement. Affi liate and Supplier shall each bear its own

costs in the execution of this Companion Agreement (including but not limited to any applicable stamp tax,

notary fee, and required annexes hereto, or other matters as required under applicable law).

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6. Precedence. The provisions of this Companion Agreement supersede the Master Agreement to the

extent the provisions of the Companion Agreement (including those agreed to in Annex A to this Companion Agreement) expressly provide so. Jn the event of any conflict between the provisions of this

Companion Agreement and the Master Agreement, the Master Agreement will take precedence.

7. Notices. All notices Supplier is required to provide under this Companion Agreement will be provided to Affiliate at the address below, with a copy to ADOGA under the Master Agreement. All notices

A ffil iate is required to provide under this Companion Agreement will be provided to Supplier at the address

below, [with a copy to Prime Supplier under the Master Agreement.]

Notices to Affiliate: Notices to Supplier:

- 8. Binding Nature. This Companion Agreement will be binding on us and our respective successors.
- 9. Relationship of Parties. Supplier, in performing under this Companion Agreement, is acting as an independent contractor. The relationship of the parties under this Companion Agreement will not constitute

a partnership or joint venture for any purpose. Neither of us is an agent to the other, and neither of us has

any right, power or authority, expressly or impliedly, to represent or bind the other as to any matters, except

as expressly authorized in this Companion Agreement.

10. Sevcrability. In the event that any provision of this Companion Agreement conflicts with the law under which this Companion Agreement is to be construed or if any such provision is held invalid or

unenforceable by a court with j urisdiction over the Pat1ies, such provision shall be deemed to be restated to

reflect as nearly as possible our original intentions in accordance with applicable law. The remaining provisions of this Companion Agreement and the application of the challenged provision to persons or

circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and

each such provision shall be valid and enforceable to the full extent pennitted by law.

11. Further Assurances. Each of us covenants and agrees that, subsequent to the execution and delivery of this Companion Agreement and without any additional consideration, each of us will execute

and deliver any further legal instruments and perfonn any acts that are or may become necessary to effectuate the putJ)OSes of the Companion Agreement

12. Dispute R esolution/Governing Lnw. [Affiliate and Supplier will resolve disputes relating to this Companion Agreement in accordance with the tenns of the Master Agreement.] [Disputes relating to this

Companion Agreement that we have not been able to resolve cooperatively will be resolved by litigation in

a competent court of proper jurisdiction. We will resolve any dispute relating to this Agreement exclusively

in the , and each of us itTevocably submits to the sole and exclusive

jmisdiction of these courts to hear any such dispute. The law applying to contracts made and fully perfonned

in will govern this Companion Agreement. The law governing this Companion

Agreement shall also govern the interpretation of the provisions of the Master Agreement that are inconvorated by reference to this Companion Agreement as if they had been drafted under such governing

law. We agree that the United Nations Convention on the International Sale of Goods will not apply to this

Companion Agreement.)

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IN WITNESS WHEREOF, the Parties have caused this Companion Agreement to be executed by their
respective duly authorized representatives.
[AFFILIATE] [SUPPLIER)
Signature Signature
Printed Name Printed Name
Tialo Tialo
Title Title
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wo
> C;.
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Strategy definition and ratification of roadmap and

Competitiveness and price

assurance

timelines

Define and globally align savings and productivity

criteria

Market intelligence

Cost leadership

Contract escalation

Strategic planning

Goals and objectives setting

and monitoring

Contract management

Annual budget review

Performance management

and reviews

Service configuration and

technology strategy and

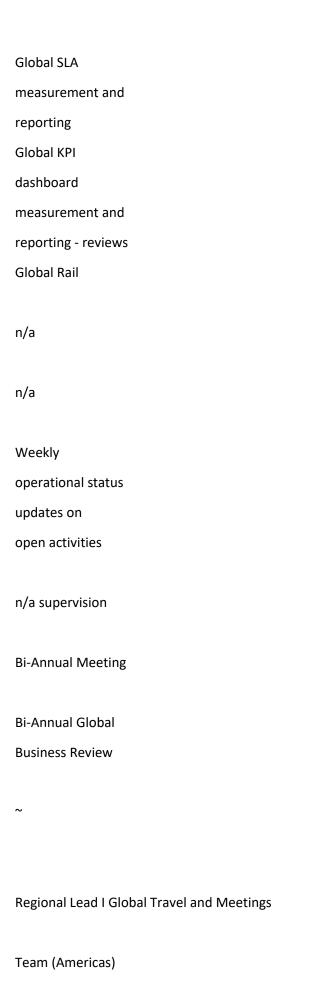
alignment

Strategic sourcing alignment

Contract execution

Global Business plan

- Travel 2020



(MEU I AMEA)
Procurement:
(AMEA)
(MEU)
(LA)
(NA)
Duty of Care I (Travel Duty of Care)
(Global Security) representing
Regional Security Directors
Management I Travel Management Information
Information
Communications I Advito - Contractor, MBS I
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EXHIBIT L
GOVERNANCE STRUCTURE
Regional Account Business plan
Manager LA/NA implementation
Regional Account Technology implementation
Manager MEU/AMEA Regional operations
Regional Account management
Manager AMEA Pricing validation - accuracy
SLA evaluation
KPI dashboard analysis and
monitoring
Policy compliance

```
monitoring
```

(Sr. Director, Global Global and regional

Account Management) stakeholder management

Bi-annual SLA evaluation

Manage all aspect of travel &

meeti ngs security

res ectfull

(Sr. Director, Global Reporting

**Account Management)** 

(Reporting Data

Administrators)

Travel Engagement I Strategic communications

Manager

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Regional business Weekly regional I Bi-Annual I n/a

plan - Travel 2020 updates on open Regional

Regional Rail activities Reviews

Regional sourcing Weekly online

and Travel related technology

productivity plan - update call

Savings Tracker

Global Security SLA Monthly update n/a n/a

Measurement calls on status

and activities

Scheduled and W cekly update n/a n/a

Ad Hoc Reporting calls on open

activities

I Inform to Perform I Weekly I n/a I n/a

~

## **EXHIDITM**

ADOGA CSR POLICIES AND ANTI-BRIBERY

## 1. CSR Policies

A Forced Labor. Supplier shall not use any forced labor, which means any work or service performed involuntarily under threat of physical or other penalty. Supplier shall respect the freedom of movement of its workers and not restrict their movement by controll ing identity papers, holding money deposits, or taking any other action to prevent workers from tenninating their employment. If workers enter into employment agreements with Supplier, workers should do so voluntarily.

- B. Child Labor. Supplier shall not directly (or indirectly tlu-ough the use of its subcontractors) employ any children under the age of 18 years of age unless legal, necessaly, and the following are met:
- 1. Supplier shall comply with the minimum employment age limit defined by national law or by International Labor Organization ("!LO") Convention 138, whichever is higher. The ILO Convention 138 minimum employment age is the local mandato1y schooling age, but not less than 15 years of age (14 in certain developing countries), subject to exceptions allowed by the ILO and national law.
- 11. Supplier shall ensure that employees working in facilities that arc manufacturing or packaging ADOGA finished products, serving as temporary employees to ADOGA, or present at ADOGA facilities, are at least 15 years of age (and no exceptions allowed by the ILO or national law will apply).

m. Supplier must demonstrate that their employment does not expose them to undue physical risks that can hann physical, mental, or emotional development.

C. Diversity and Inclusion. Supplier shall hire, compensate, promote, discipline, and provide other conditions of employment based solely on an individual's performance and ability to do the job (except as required under collective bargaining agreements). Supplier shall not discriminate based on a person's race, sex, age, nationality, marital status, ethnic origin, or any legally protected status.

D. Harnssmcnt and Abuse. Supplier shall provide a workplace free from harassment, which can take many forms, including sexual, verbal, physical or visual behavior that creates an offensive, hostile, or intimidating environment.

E. Safety and Health. Supplier shall (i) endeavor to provide safe working conditions, (ii) provide its employees with appropriate protection from exposure to hazardous materials, and (iii) provide its employees with access to potable water and clean sanitation facilities.

F. Third-Party Representation. Supplier shall respect the decision of its employees to join and support a union as well as their decision to refrain from doing so where legally pennitted.

G. \Vorking Hours and Compensation. Within the bounds of normal seasonal and other fluctuations in business requirements, Supplier shall (i) maintain a reasonable overall pattern of required working hours and clays off for its employees so that total work hours

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per week do not regularly exceed inclustry norms; (ii) pay fair and timely compensation, including any required premium payments for overtime work; and (iii) advise new employees at the time of hiring if mandato1y overtime is a condition of employment.

- H. Disciplinary Practices. Supplier shall not use corporal punislunent or other forms of mental or physical coercion as a form of discipline.
- I. Business Integrity. Supplier shall promote honesty and integrity in its business conduct by raising ethical awareness among its employees and providing direction and education on ethical issues. Further, Supplier shall not: pay or accept bribes, anange or accept kickbacks, or participate in illegal inducements in business or government relationships.
- J. Environment and Sustainability. Supplier shall endeavor to improve its environmental performance, to reduce the environmental impact of its activities.
- K. ADOGA may, in its sole discretion, detennine that so long as Supplier operates in compliance with its own Code of Ethics or similar documents, provided to M OLZ, then ADOGA will consider Supplier to be in compliance with the CSR Policies.

## 2. Other Policies

A. Background C hecks. Ifallowed by applicable law and unless otherwise agreed by ADOGA in writing, Supplier shall not assign any person to perfonn work under this agreement unless he or she: (i) is mentally and physically qualified to perform all assigned duties (subject to any duty to acconunodate under applicable law); (ii) is legally entitled to work in the countty in which he or she is employed; and (iii) has either worked for Supplier for at least one year prior to assignment or passed a background check verifying that he or she has not been convicted (without pardon) within the last 7 years of a criminal offense related to the assigned duties (subject to restrictions imposed by collective bargaining agreements and applicable law). IfADOGA has reasonable concern that Supplier has not complied with this provision, ADOGA may request an audit.

B. If allowed by applicable law and unless otherwise agreed by ADOGA in writing, Supplier shall have (and document) a zero tolerance policy for illegal drugs, applied to hiring of employees and use in the workplace.

3. Onsite Personnel. Supplier shall ensure that all employees or contractors of Supplier assigned to work at ADOGA offices or facilities (which requires ADOGA's consent) ("Onsite Personnel") do not pose a risk to anyone's health, safety, or welfare. The parties shall mutually agree on the amount of time such Onsite Personnel spend at ADOGA facilities. The pailies shall consult on the selection of Onsite Personnel, and ADOGA may request the removal of any person for lawful reasons. While at ADOGA's facilities, Onsite Personnel shall not perform services fo r any of Supplier's other clients or prospective clients. ADOGA shall not be responsible for any wages, insurance, worker's compensation, or other employee benefits of Onsite Personnel, who will be subject to Supplier direction, control, and employment policies (including daily and weekJy work hour requirements and vacation policies) and also to certain ADOGA procedures applying broadly to workers on its premises. No employee or contractor of Supplier will be deemed to be an employee of ADOGA.

4. Anti-Bribery

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A. Supplier and any of its owners, directors, officers, employees, agents, or contractors performing under this agreement (each an "Associated Person") shall not, directly or indirectly, in connection with this agreement:

• Pay, offer, promise to pay, or authorize g1vAdoga anything of value (including gi fts, entertainment and donations) to an official or employee of a government, state-owned business, or international organization or a political pmiy, political candidate, or any other

person acting in an official capacity for or on behalf of agovernment entity or international organization ("Government Official") to improperly obtain, retain, or direct business or secure an improper advantage for ADOGA; or

- Take any other action to violate any applicable laws prohibiting conunercial bribe1y, including kickbacks, or other unlawful or improper means of conducting business; or
- Fail to promptly report to ADOGA any request, demand, or offer prohibited above.
- B. Unless expressly disclosed in writing to ADOGA, no officer or employee of Supplier is a Government Official and no Government Official has a direct interest in Supplier. Supplier shall inunediately notify ADOGA in writing if this changes.
- C. In the past five years, neither Supplier nor any Associated Person has been convicted of or pied guilty to an offense involving bribe1y or corrnption, or been listed by any govenunent agency as ineligible for govenunent procurement programs. Supplier shall immediately notify ADOGA in writing if this changes.
- D. Supplier shall ensure that all documents prepared, approved, or executed in cmmection with this agreement, including but not limited to documentation related to funds spent on behalf of ADOGA in connection with this agreement, are complete, trnthful, and accurate. Throughout the Term, and for five years after, Supplier shall maintain records that verify Supplier's compliance with this Anti-Bribery section.
- E. Supplier hereby acknowledges receipt of a copy of ADOGA's Compliance Policy Against Corruption and Bribe1y. Supplier certifies that it fully understands the Compliance Policy Against Com1ption and Bribery. Supplier has, and will maintain throughout the Tenn, policies and procedures that are consistent with this Anti-Bribery section, and ADOGA's Compliance Policy Against Corruption and Bribe1y, and shall ensure that it and all Associated Persons comply with such policies and procedures throughout the Tenn. Supplier agrees to participate, and to cause Associated Persons to pm1icipate, in ADOGA training programs, if requested by

ADOGA. Supplier shall be directly liable to ADOGA for any violation of Supplier's policies and procedures by an Associated Person in connection with this agreement.

F. Supplier shall cooperate in good faith with ADOGA in the event of an actual or potential violation of this Anti-Bribery section, including providing access to its Associated Persons for interviews as muhially agreed.

G. If ADOGA has reason to believe that a breach of any of the representations in this clause has occmTed based on demonstrated evidence, ADOGA may withhold further payments under the applicable Companion Agreement until it has received confirmation to its reasonable satisfaction that no breach has occurred or will occur, and ADOGA shall not be liable to Supplier for any claims related to its decision to withhold payments pursuant to this Section.

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**EXHIBITN** 

**CHANGE ORDER** 

CHANGE ORDER NO.

In this Change Order No. \_ , "ADOGA" means Adoga Global LLC, and "Supplier" or "Company" means DTDC Travels USA LLC, and " us" and "we" mean both Adoga and Supplier (or Company).

Supplier and Company entered into an Agreement with an effective date of \_, 2017 and a Service Commencement Date of \_, 2017 ("Agreement").

TITLE {ONE-LINE DESCRIPTION OF CHANGE) DATE RAISED:

# STPTOWER ADOGA REQUESTED DY REQUIRED DY DATE

SCHEDULE 5

**FEES** 

TO

MASTER SERVICE AGREEMENT

BY AND BETWEEN

ADOGA

AND

STRATEGIC PROVIDER

1

ADOGA AND DTDC TRAVELS CONFIDENTIAL

Schedule 5

Fees

This Schedule 5 along with Exhibits 1-10 sets out the Fees for Services between ADOGA and Strategic Provider. The Fee is comprised of the following elements: Base Fee, account management charges, technology charges, BCP charges and transition charges. The Base Fee consists of a charge for the actual number of FTEs performing the Services, which shall not exceed the price for the work performed

by the actual number of FTE's performing the Services by or for ADOGA as of the Effective Date of the

applicable Project Agreement (the "Baseline"), inclusive of Strategic Provider's guaranteed productivity.

Attached Exhibits supporting Schedule 5:

☑ Exhibit 2 – Estimated Charges Summary

☑ Exhibit 3 – Base Fee FTEs and Rates by Location

☑ Exhibit 4 – Guaranteed Productivity

- ☑ Exhibit 5 Account Management, Technology and BCP Recurring Fees

- ☑ Exhibit 8 Project Resource Rate Card
- ☑ Exhibit 9 Termination for Convenience Fees
- ☑ Exhibit 10 Financial Responsibility Matrix

## 1. DEFINITIONS

Terms used in this Schedule 5 with initial capital letters shall have the respective meanings set forth in this Schedule 5 or, if not defined herein, shall have the respective meanings set forth in the Master Services Agreement, Schedule 1 or other Schedules to the Master Services Agreement. Unless

otherwise specified, references to "Article" or "Section" refer to the applicable Article or Section of this

Schedule 5.

"Account Management Charges" means the Fees charged by the Strategic Provider to globally manage

the services provided to ADOGA.

"Base Fees" mean the Fees as described in Section 3.

"Base Rate" means the annualized rate per FTE Type as set forth in Schedule 5 Exhibit 3 (Base Fees) used for the calculation of Base Fees.

"Baseline FTE" means the actual number of FTE's performing the Services by or for ADOGA as of the Effective Date of the applicable Project Agreement.

"Cost of Living Adjustment" or "COLA" means the mechanism by which the Strategic Provider is able to

adjust fees on an annual basis as described in Section 9.

"Deadband" means an increase or decrease of five (5%) percent or less above or below the Baseline FTE

(Schedule 5 Exhibit 3), for which there will be no change in the Guaranteed Productivity percentage for

such Service.

"Full Time Equivalent Billable Resource Unit" or "FTE Billable Resource Unit" shall mean the unit of volume upon which the Service Fees will be based and invoiced to ADOGA initially utilizing Full Time Equivalent Type units as described in Section 3. Each FTE type is billed according to process and

Service Location as set out in Schedule 5 Exhibit 3 (Base Fees).

#### 2 ADOGA AND DTDC TRAVELS CONFIDENTIAL

"Full Time Equivalent Type", "FTE Type" or "FTE" means one or more individuals that collectively provide

the Services on a full time basis within a respective Service Tower. Resource types are identified within

classification bands by Service Location and Service Tower and based on skill set: A-Manager, B-Supervisor, C-Specialist and D-Agent/Clerk.

"FTE Based" or "FTE Based Pricing" means the FTE base pricing method as described in Section 3.

"Gain Share" is the mechanism, as described in Section 15, by which ADOGA and Strategic Provider share in

actual productivity improvements above the Guaranteed Productivity improvements reflected in the FTE

Resource Baseline.

"Guaranteed Productivity" means Strategic Provider's guaranteed productivity improvements.

"Fee Cap" means the not to exceed limit for the Base Fees factoring in Strategic Provider's Guaranteed

Productivity and rates.

"Innovation Fund" means the amount that Strategic Provider makes available to ADOGA during the Initial

Term that ADOGA may use at its discretion for Projects, in accordance with Section 14.

"Pass-Through Expenses" means the expenses set forth in Section 15 that are paid by Strategic Provider

and recharged to ADOGA without any mark-up.

"Project Resource Rate Card" means the hourly Fee schedule by FTE Type as set forth in Schedule 5 Exhibit 8 (Project Resource Rate Card).

## 2. CHARGES SUMMARY

- 2.1 The Baseline FTE by ADOGA location is outlined in Exhibit 1 (Scope).
- 2.2 The summary of Fees is shown in Exhibit 2 (Charges Summary).
- 3. BASE FEES
- 3.1 Base Fees for the Services will be charged on actual FTE resource units, such Base Fees will not exceed the Fee Cap set forth in Exhibit 2, subject to volume adjustments.
- 3.2 The Parties will validate the Baseline FTEs during the solution identification (transition) and Exhibit 1 and Exhibit 2 will be updated accordingly.
- 3.3 The Strategic Provider FTEs and FTE Rates are set forth in the Exhibit 3 (Base Fees) identified by process and Service Location.
- 3.4 The Base Fee that is charged will be the lesser of the Fee Cap or the actual amount calculated by multiplying the number of FTE resources for each process and Service Location by the applicable Base Rates for those FTE resources upon commencement of the services.
- 3.5 Base Fees shall be invoiced monthly commencing with the successful completion of Knowledge Transfer (TG3) phase of Transition for the applicable FTEs, process and geography.
- 3.6 Beginning January 1, 2019, Strategic Provider shall charge the lesser of Bucharest rates or Bratislava rates for Contract Staff in Bratislava.
- 4. GUARANTEED PRODUCTIVITY
- 4.1 Strategic Provider commits to Guaranteed Productivity to reduce FTEs for the Services.

The Guaranteed Productivity includes initial productivity upon assuming responsibility for the Services

and year over year productivity during the Initial Term.

- 4.2 Guaranteed Productivity percentages are calculated as below:
- Upfront productivity will be applied day 1 (start of pilot phase)
- Year-on-year productivity improvement percentages will be applicable starting 12 months from pilot start and every 12 months there after
- 4.3 Strategic Provider guarantees FTE Productivity over the contract term of 40%, as outlined in Schedule 5 Exhibit 4.
- 4.4 In the event that the Baseline FTE deviates by more than the Deadband then either Party may request adjustments to the Guaranteed Productivity to address those deviations. Any such

requested adjustments must be substantiated through actual impact to the Service delivery model as a

result of such deviations from the Baseline FTEs and are subject to agreement by the Parties. Any changes to Productivity would be agreed through the Change Control Procedure.

4.5 Any productivity achievement over and above the Guaranteed Productivity will be gain shared between the Parties as per Clause 15.

## 5. OTHER RECURRING FEES

5.1 Strategic Provider will charge ADOGA for resources performing Account Management activities related to the performance of the RTR processes. The number of FTEs for Account Management activities and rates are outlined in Exhibit 5 (Account Management, Technology and BCP

Fees) and are subject to COLA.

- 5.2 Strategic Provider will invoice ADOGA for certain recurring technology charges in accordance with Exhibit 5 (Account Management, Technology and BCP Fees). The recurring technology Fees will be invoiced monthly and are not subject to COLA. The recurring charges are related to technology needs to support performance of the processes in scope.
- 5.3 Strategic Provider will invoice ADOGA for certain recurring BCP charges in accordance with Exhibit 5 (Account Management, Technology and BCP Fees). The recurring BCP Fees will be invoiced monthly and are not subject to COLA.

## 6. VOLUME ADJUSTMENT

- 6.1 The Parties agree that changes in the volume of work may trigger changes in the Charges (Base Fees and possibly other Recurring Charges).
- 6.2 Any request for a change in the Charges due to the effect of a change in volumes or workload will be discussed and decided through Governance on a case by case basis. The parties will identify relevant RTR volume measures and other RTR workload drivers within 6 (six) months of the Effective Date.
- 6.3 The baseline volumes will be identified during the Solution Identification phase and if no volume data is available, the Volume Baseline will be established during a 12 months baselining period.
- 6.4 Before making a request for a change in resources due to a change in the volumes or workload, evidence must be provided that the volume of transactions processed in the previous three

months or workload is greater or lower (as appropriate) than the existing volume baseline or workload by

more than 10%.

#### 7. ONE TIME FEES

Strategic Provider will invoice ADOGA for certain one time charges as part of Transition and set-up in accordance with Exhibit 6 (One Time Fees). One time fees are not subject to COLA. The Transition engagement fees will be invoiced upon satisfactory completion of the applicable Transition Milestones

identified in Schedule 13. Strategic Provider will invoice ADOGA for the incurred transition travel costs on a

monthly basis. All other one time charges will be invoiced monthly in accordance with Exhibit 6. In the

event that Strategic Provider fails to meet the Critical Transition Milestones set forth in Schedule 13, ADOGA

shall be entitled to applicable Critical Transition Milestone Credits as set forth in Schedule 5, Exhibit 6.

## 8. FOREIGN EXCHANGE ADJUSTMENT

Strategic Provider Fees for the Services over the initial Term are firm US dollar based charges and not subject to foreign exchange adjustment, except for charges from Strategic Provider's Brazil delivery center. The charges for Brazil delivery center will be invoiced in local currency and the conversion rate will be at a fixed exchange rate of 2.34 BRL =1 USD In the event that ADOGA requires Strategic Provider to invoice in currency other than US dollars, the conversion shall be made at the average of the Wall Street Journal spot rate over the thirty (30) days preceding the invoice date.

## 9. COST OF LIVING ADJUSTMENT

9.1 Starting on January 1, 2016 and every January 1 thereafter, the Base Fees, Account Management Fees and Project Rate Card rates will be adjusted for COLA of 3% per annum, except for

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Brazil. The COLA adjustment for Brazil will be based on the CPI Index -

http://www.portalbrasil.net/igpm.htm Index.

## 10. PAYMENT AND INVOICING TERMS

Payment and invoicing terms are as set forth in Section 11 of the Agreement.

## 11. TERMINATION FEES

- 11.1 Termination for Convenience Fees are set forth in Exhibit 9 (Termination for Convenience Fees). Any innovation fund amounts that are unused or that are used, but reimbursed, shall be deducted from the Termination for Convenience Fees as per Exhibit 9.
- 11.2 Termination Assistance requirements are identified in Schedule 16.
- 11.3 Strategic Provider shall meet or exceed the Service Levels during any Termination

  Assistance period. If Service Provider determines that additional Strategic Provider resources are
  necessary to provide Termination Assistance and continue to meet Service Levels, Strategic Provider
  may raise that issue to ADOGA through the governance process and ADOGA may agree, on a case by
  case

basis, to pay for such additional resources at the rates agreed to in Schedule 5 where ADOGA deems such

request reasonably necessary, such determination not to be unreasonably withheld or delayed, for Strategic Provider to continue to meet such Service Levels during the performance of such Termination

Assistance.

## 12. RATE CARD FOR PROJECTS

- 12.1 ADOGA may request Strategic Provider to perform Projects that involve finance and accounting related activities that are not already included in the Services. The rates applicable to Strategic Provider Personnel performing such Projects are specified in Schedule 5 Exhibit 8 (Project Resource Rate Card).
- 12.2 The Rate Card excludes travel and living and Pass-Through Expenses. Travel and living and Pass-Through Expenses shall be approved in advance by ADOGA and charged to or paid by ADOGA

for the applicable Project following Acceptance of Project completion. Strategic Provider will comply ADOGA's policies related to travel and living and Pass-Through Expense policies.

12.3 Innovation funds may be used to pay for Projects.

#### 13. INTENTIONALLY LEFT BLANK

- 14. INNOVATION FUND
- 14.2 Decisions on using the Innovation Fund and allocating the Innovation Fund to projects will be taken through Governance based on a project business case and project charter.
- 14.1 Strategic Provider is keen to support driving additional savings beyond the core solution. In this context, Strategic Provider agrees to invest in an Innovation Fund of up to a maximum of US \$10 million. The Innovation Fund enables ADOGA to use Strategic Provider resources (technology,

consulting resources, project resources) to drive additional business case savings and execute change

and improvement projects at the discretion of ADOGA. Consulting and Project resources will be provided as

per the Consulting and Project rate card.

- 14.3 ADOGA may consume the Innovation Fund in the manner detailed below:
- 2 Up to \$2 million per year in the first and second year of the Agreement; and
- Up to \$1 million in the third year;
- ② Any Net Saving realized through using the Innovation Fund shall be Gainshared between the parties for a period of one year from when such savings arose in the ratio as set out below:
- o 80% for ADOGA; and
- o 20% for Strategic Provider.
- 14.4 "Net Savings" shall be defined as all savings after deducting the costs of realizing such savings, other than the Innovation Fund.
- 16. PASS-THROUGH EXPENSES
- 16.1 Pass-Through Expenses must be approved in advance by ADOGA. Any Pass-Through Expenses not pre-approved by ADOGA will remain the responsibility of the Strategic Provider.
- 16.2 Unless otherwise agreed upon by the Parties, all Pass-Through Expenses shall be paid by Strategic Provider directly and then invoiced to ADOGA pursuant to this Section. Prior to making payment of a Pass-Through Expense, Strategic Provider shall review and correct any errors in the applicable invoice, and, to the extent permitted under the terms of the applicable third party agreement,

Strategic Provider shall not pay any invoiced amounts it knows or in good faith believes are erroneous.

Strategic Provider shall provide ADOGA with all such invoices or supporting documents to confirm that the

charges are valid. Following written approval by ADOGA (which may be in the form of an e-mail), Strategic

Provider shall pay the Pass-Through Expenses due and shall invoice ADOGA for such amounts.

16.3 Strategic Provider shall use commercially reasonable efforts to minimize the amount of

Pass-Through Expenses and demonstrate to ADOGA the analysis it has undertaken for the same.

16.4 Unless otherwise agreed, all Pass-Through Expenses shall be billed to ADOGA at Strategic

Provider's actual incremental cost (net of any discounts) without any mark-up or administrative fees as

evidenced by the actual invoices paid by Strategic Provider and provided to ADOGA. In cases where

Strategic Provider is unable to provide such actual invoice, Strategic Provider will obtain prior written

approval from ADOGA before incurring such expenses and will share the detailed calculation methodology of

the charges with ADOGA.

16.5 Pass-Through Expenses are limited to the Pass Through Expenses identified in Exhibit 10 (Financial Responsibilities Matrix).

17. OPTIONAL CONVERSION TO ALTERNATIVE PRICING MODEL

ADOGA may request, from time to time, that certain of the Fees be converted to transaction based or other pricing methodology. Any such conversion shall be addressed through the governance

process set forth in Schedule 21.

18. ASSUMPTIONS

The assumptions are set forth in Exhibit 7 (Assumptions).

ADOGA AND DTDC TRAVELS CONFIDENTIAL

**SCHEDULE 12** 

DATA PROTECTION AND PRIVACY

TO

MASTER SERVICE AGREEMENT

BY AND BETWEEN

ADOGA

AND

STRATEGIC PROVIDER

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## ADOGA AND DTDC TRAVELS CONFIDENTIAL

Schedule 12

**Data Privacy and Security Requirements** 

Strategic Provider agrees that it shall comply with the following provisions with respect to all ADOGA Information Assets (as herein defined) collected, used, transmitted or maintained for ADOGA and its affiliates

in connection with the provision of Services under the Agreement. This Schedule stipulates privacy, confidentiality, and security requirements and demonstrates compliance with applicable privacy, security

and data protection laws.

## 1. DEFINITIONS

Terms used in this Schedule 12 with initial capital letters shall have the respective meanings set forth in this Schedule 12 or, if not defined herein, shall have the respective meanings set forth in the Master Services Agreement, Schedule 1 or other Schedules to the Master Services Agreement. Unless

otherwise specified, references to "Article" or "Section" refer to the applicable Article or Section of this

Schedule 12.

"Data Processor Agreement" as defined in Section 2.4.

"Data Protection Communication" as defined in Section 2.7.

"EU Model Clauses" as defined in Section 2.4.

"Financial Records" means all records relating to the finances of ADOGA and its affiliates; stock and debt

instruments; accounts and records showing the receipt, management, and disbursement of funds;

accounts payable and accounts receivable information; purchase and travel card information; travel and

expense information; credit card and merchant account information; and other similar data, including, but

are not limited to, receipts, records, minutes of meetings in which financial decisions are made, bank statements, expense vouchers, cancelled checks, debit memoranda, and receipts.

"Intellectual Property" means any information or ADOGA property in the form of patents, trademarks, service

marks, trade names, trade secrets, and copyrights. This definition incorporates without limitation, technology, designs, processes, machines, manufacture, composition of matter, know-how, computer

programs, product designs, market and business plans, all registered and unregistered designs, copyrightable works (including rights in software, firmware, and hardware), design rights, database rights,

domain names, rights in confidential information and all similar property rights anywhere in the world in

each case whether registered or not and including any application for registration of the foregoing.

"ADOGA Information Assets" mean information or data created, collected, generated, licensed, leased, or

purchased by or on behalf of ADOGA and its affiliates or information or data otherwise under the control or

responsibility of ADOGA and its affiliates, wherever located, including, but not limited to, Personal Information,

Intellectual Property, and Financial Records, that are disclosed pursuant to or as part of the Master Services Agreement by ADOGA to Strategic Provider.

"Personal Information" means any and all information or data (regardless of format) that (i) identifies or

can be used to identify, contact or locate an individual, or (ii) that relates to an individual, whose identity

can be either directly or indirectly inferred, including any information that is linked or linkable to that

individual regardless of the citizenship, age, or other status of the individual. For the purposes of the Agreement, Personal Information includes those specific elements listed in any Statement of Work and/or

Data Processor Agreement entered into in association under the Master Services Agreement.

"Processing" or "Process" means any operation or set of operations which is performed upon ADOGA

Information Assets, whether or not by automatic means, such as access, collection, compilation, use, disclosure, duplication, organization, storage, alteration, transmission, combination, redaction, erasure, or

destruction.

"Sensitive Personal Information" is a subset of Personal Information, which due to its nature has been

classified by law or by ADOGA policy as deserving additional privacy and security protections. Sensitive

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Personal Information consists of: (i) all government-issued identification numbers, (ii) all financial account

numbers (including payment card information and cardholder data), (iii) individual medical records (such

as individually identifiable health information) and biometric information, (iv) all data obtained from a

consumer reporting agency (such as employee background investigation reports, credit reports, and credit scores), (v) data elements revealing race, ethnicity, national origin, religion, trade union membership, sex life or sexual orientation, and criminal records or allegations of crimes, and (vi) any other Personal Information designated by ADOGA now or at any point in the future as Sensitive Personal

Information.

"Services" as used in this herein Schedule means any and all services that the Strategic Provider performs under the Master Services Agreement including activities that involve Processing of ADOGA

Information Assets.

"Supervisory Authority" as defined in Section 2.7.

2. PRIVACY & DATA PROTECTION OBLIGATIONS

2.1. Strategic Provider shall Process ADOGA Information Assets only as authorized and as necessary to perform the Services. The Parties agree that ADOGA will be and remain the owner and controller of the Personal Information for purposes of all applicable privacy laws with rights under such

laws to determine the purposes for which the Personal Information is Processed, and nothing in this Agreement will restrict or limit in any way ADOGA's rights or obligations as owner and/or controller of the

Personal Information for such purposes. As such, ADOGA is directing Strategic Provider to process the

Personal Information in accordance with the terms of this Schedule. The Parties also acknowledge and

agree that Strategic Provider may have certain responsibilities prescribed as of the Effective Date by applicable privacy laws applicable to Strategic Provider as a processor of Personal Information, and Strategic Provider hereby acknowledges such responsibilities to the extent required thereby for processors of personal data.

2.2. Strategic Provider shall promptly inform ADOGA in writing: (i) if it cannot comply with any material term of the Master Services Agreement regarding the Services, as it relates to the Processing of

ADOGA Information Assets, (if this occurs, Strategic Provider shall use reasonable efforts to remedy the non-

compliance, and ADOGA shall be entitled to terminate any of Strategic Provider's further Processing of ADOGA

Information Assets, in accordance with the provisions contained in the Agreement); (ii) of any request for

access to any Personal Information received from an individual who is (or claims to be) the subject of the

data; (iii) of any request for access to any ADOGA Information Assets received by Strategic Provider from any

government official (including any data protection agency or law enforcement agency); (iv) of any other

requests with respect to ADOGA Information Assets received from ADOGA's employees or other third parties,

other than those set forth in the Agreement. Strategic Provider understands that it is not authorized to

respond to these requests, unless explicitly authorized by ADOGA or the response is legally required under a

subpoena or similar legal document issued by a government agency that compels disclosure by Strategic

Provider.

2.3. If the Services involve the collection of Personal Information directly from individuals,

Strategic Provider will provide the individuals with a clear and conspicuous privacy notice, which notice

shall be approved by ADOGA.

2.4. Strategic Provider shall not transfer Personal Information across any national borders or permit remote access to the Personal Information from any employee, affiliate, contractor, or other third

party outside of the country in which the Personal Information is located unless Strategic Provider has the

prior written consent of ADOGA for such transfer or access. Where Personal Information located within the

European Union will be transferred to or accessed by Strategic Provider under the Master Services

Agreement from a country within the European Union to a country outside the European Union which

does not have a finding of adequacy by the European Commission pursuant to Article 25(6) of EU Directive 95/46/EC, the Parties will protect such Personal Information in accordance with Article 25(6) of

EU Directive, 95/46/EC. In order to achieve this, the Parties will, unless agreed otherwise, rely on the Standard Contractual Clauses for the Transfer of Personal Data to Processors established in Third Countries, dated 5 February 2010 (2010/87/EU) as amended from time to time (the "EU Model Clauses")

for the transfer of such Personal Information from the data controller to a data processor, and Strategic

Provider will execute such EU Model Clauses, in its capacity as data importer, with ADOGA or the appropriate

data controller, as the data exporter, ("Data Processor Agreement") as an agreement substantially identical to the form attached as Exhibit A to this Schedule 12. It is expressly agreed by the Parties that

all EU Model Clauses executed pursuant to this Schedule and/or any relevant Statements of Work are

intended to be read and interpreted as part of the Master Services Agreement as the commercial agreement between the Parties.

- 2.4.1. The sole rights and remedies available to either Party or relevant data controller for breach of any Data Processor Agreement entered into pursuant to this obligation shall be the rights and remedies available for breach of the Master Services Agreement in accordance with its terms.
- 2.4.2. Notwithstanding the terms of any Data Processor Agreement as it may apply with respect to a Data Subject, as defined in the EU Model Clauses, any dispute under a Data Processor Agreement shall be resolved as a dispute under the Master Services Agreement.
- 2.5. The Parties agree, notwithstanding any other provisions of the Master Services

  Agreement to the contrary, that the other Party and their respective Affiliates may store, access and otherwise process their own and each other's business contact information (i.e., the names, business

phone, and facsimile numbers, business office and email addresses) of their own and each other's employees anywhere they do business for purposes of this business relationship as it relates to the Master Services Agreement and the delivery and/or receipt and use of Services. Each Party may also share such business contact information relating to employees of the other Party with contractors, business partners, assignees and others acting on such Party's behalf, but only for use with respect to

Services and the Master Services Agreement.

- 2.6. Strategic Provider shall cooperate with ADOGA and its affiliates and representatives in responding to inquiries, claims and complaints regarding the Processing of the Personal Information.
- 2.7. Strategic Provider shall notify ADOGA promptly of any request, complaint, claim, or other communication received by the Strategic Provider or Subcontractor from a Data Subject or a Supervisory

Authority (as defined below) relating in whole or in part to the Services (each, a "Data Protection Communication"), and shall promptly provide assistance as requested by ADOGA in connection with any Data

Protection Communication. "Supervisory Authority" means a body with regulatory powers applicable to

ADOGA or a ADOGA Group Member.

2.8. ADOGA undertakes for itself and on behalf of each ADOGA Group Member to respond to any

Data Protection Communication that is notified to ADOGA under the preceding paragraph, including, but not

limited to, a request from a Data Subject for a copy of the documentation specified in the EU Model Clauses.

2.9. If any country outside of the European Union where services are to be rendered under the Agreement has or enacts a data protection-related law that ADOGA concludes, in its sole judgment,

requires the execution of a supplemental agreement of the same or similar nature as the Data Processor

Agreement, then Strategic Provider shall, upon ADOGA's request, execute and cause Subcontractor to

execute such supplemental agreement promptly, subject to the same terms and conditions as set forth

above with respect to the European Union; provided, however, that the parties shall make reasonable

efforts to leverage the Data Processor Agreements that have been executed with respect to the European

Union to fulfill any such requirement, so as to minimize the cost and effort involved in achieving compliance with such requirement.

## 3. INFORMATION SECURITY OBLIGATIONS

3.1. Strategic Provider shall implement and document reasonable and appropriate administrative, technical, and physical safeguards to protect ADOGA Information Assets a

administrative, technical, and physical safeguards to protect ADOGA Information Assets against accidental or

unlawful destruction, alteration, unauthorized disclosure or access in accordance with the security requirements of the Security Protocol and Section 18.1 of the Master Services Agreement. Strategic Provider shall monitor access to, use and disclosure of ADOGA Information Assets whether in physical or

electronic form. Strategic Provider will regularly test and monitor the effectiveness of its safeguards,

controls, systems and procedures. Strategic Provider will periodically identify reasonably foreseeable internal and external risks to the security, confidentiality, integrity, and availability of the ADOGA Information

Assets, and ensure that these risks are addressed. Strategic Provider shall use secure user identification

and authentication protocols, including, but not limited to unique user identification, use of appropriate

access controls, and strict measures to protect identification and authentication processes. At appropriate intervals or as otherwise requested by ADOGA, Strategic Provider will provide a copy of its written

privacy and information security policies and procedures to ADOGA in accordance with the security requirements of the Security Protocol and Section 18.1 of the Master Services Agreement.

3.2. Prior to allowing any employee or contractor to Process any Personal Information,

Strategic Provider shall (i) conduct an appropriate background investigation of the individual (and receive

an acceptable response), (ii) require the individual to execute an enforceable confidentiality agreement (in

a form acceptable to the ADOGA), and (iii) provide the individual with appropriate privacy and security training

on a periodic basis, in each case as set forth in and subject to the terms of the Master Services

Agreement. Strategic Provider will also (where commercially reasonable) monitor its workers for

compliance with the security program requirements. Upon request, Strategic Provider shall provide
to

ADOGA a list of all individuals who have (or have had) access to the Personal Information.

3.3. If the Processing involves the transmission of Personal Information, Strategic Provider shall have implemented appropriate supplementary measures to protect the Personal Information against

the specific risks presented by the Processing. Sensitive Personal Information may only be transmitted in

an encrypted format. If the Personal Information is stored on systems with connections to wireless, insecure, or public networks, Strategic Provider shall encrypt all Personal Information stored on such systems.

3.4. Sensitive Personal Information may not be stored on any portable or mobile devices or media (including, without limitation, laptop computers, removable hard disks, USB or flash drives, personal digital assistants (PDAs) or mobile phones, DVDs, CDs or computer tapes) unless the Sensitive

Personal Information is encrypted.

3.5. Upon request, Strategic Provider shall provide ADOGA with information about the Strategic Provider's information security program where and to the extent related to the Services. Strategic

Provider shall also submit its data processing facilities for audit, which shall be carried out by ADOGA (or by

an independent inspection company designated by ADOGA). Strategic Provider shall fully co-operate with

any such audit. In the event that any such audit reveals material gaps or weaknesses in Strategic

Provider's security program, ADOGA shall be entitled to suspend transmission of ADOGA Information Assets to

Strategic Provider and terminate Strategic Provider's Processing of ADOGA Information Assets until such

issues are resolved. Any and all audits under this Schedule shall be subject to the terms, conditions and

restrictions set forth in Section 14.8 of the Master Services Agreement.

3.6. Strategic Provider will promptly and thoroughly investigate all reasonable allegations,

suspicions, and potential and actual discoveries of unauthorized access to, use or disclosure of the ADOGA

Information Assets, especially those involving Personal Information. Strategic Provider will notify ADOGA

immediately upon discovery of any such unauthorized access to, use or disclosure and before any notification to any government official (including any data protection agency or law enforcement agency).

For any security breach due to a failure by Strategic Provider to comply with its obligations of this Agreement, Security Provider shall bear all costs associated with responding to a security breach in accordance with the specific remedies in Section 23.3 of the Agreement.

3.7. When the Strategic Provider ceases to perform Services for ADOGA, Strategic Provider will either (i) return ADOGA Information Assets (and all media containing copies of the ADOGA Information Assets) to

ADOGA, or (ii) purge, delete and destroy the ADOGA Information Assets, subject to requirements of Strategic

Provider to retain certain ADOGA Information Assets to comply with its records retention requirements, in

which case such purging will be performed at the end of the retention period. Electronic media containing

ADOGA Information Assets will be disposed of in a manner that renders the ADOGA Information Assets

unrecoverable. Upon request, Strategic Provider will provide ADOGA with certification that it has complied

with this provision.

3.8. Strategic Provider shall have and maintain insurance as set forth in Schedule 28.

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### 4. USE & DISCLOSURE LIMITATIONS

4.1. ADOGA Information Assets consisting of Personal Information are considered Confidential Information of ADOGA and Strategic Provider must maintain all such ADOGA Information Assets in strict

confidence. Strategic Provider may disclose ADOGA Information Assets to its employees and workers, but

only to the extent such individuals have a current purpose and need to access to the ADOGA Information

Assets to perform the Services.

4.2. Strategic Provider shall not disclose, transmit, or otherwise make ADOGA Information Assets available to other third parties (including, but not limited to, subcontractors) unless such Processing is

required to perform the Services or has been explicitly authorized by ADOGA in writing. Strategic Provider

agrees to contract with any third parties that will handle ADOGA Information Assets using the terms as found

in this Schedule. Any rights that ADOGA may exercise in connection with this Schedule in relation to

Strategic Provider, Strategic Provider will ensure ADOGA may also exercise in relation to any such third party

(including, but not limited to, Subcontractors).

- 5. OTHER REQUIREMENTS
- 5.1. ADOGA shall defend and indemnify Strategic Provider against and reimburse StrategicProvider for any and all claims, costs, liability or damages arising from any third-party claim under any

Data Processor Agreement entered into pursuant to this Schedule, provided that:

(a) Strategic Provider complies with the indemnification procedures set forth in the

Agreement; and

- (b) At all times, and in all material respects, Strategic Provider and Subcontractor have complied, and continue to comply, with the obligations under the Data Processor Agreement, the Agreement, applicable law, and the instructions of ADOGA and the relevant ADOGA Group Members.
- 5.2. Strategic Provider must stay informed of the legal and regulatory requirements for its Processing of ADOGA Information Assets, especially those for Personal Information in accordance with

Section 14.2 of the Master Services Agreement. Strategic Provider's Processing shall comply with all applicable privacy or security laws and regulations, as well as Strategic Provider's own privacy notices.

5.3. Strategic Provider certifies that it is now and shall remain in compliance with allapplicable Strategic Provider Laws related to privacy or security in accordance with Sections 14.1 and14.2 of the Master Services Agreement

**SCHEDULE 4** 

**SERVICE LEVELS** 

TO

MASTER SERVICE AGREEMENT

**BY AND BETWEEN** 

**CLIENT** 

AND

STRATEGIC PROVIDER

### Schedule 4

#### Service Levels

This Schedule 4 defines Service Levels for the Services, and describes the manner in which they will be computed, reported and administered.

### 1. <u>DEFINITIONS</u>

Terms used in this Schedule 4 with initial capital letters shall have the respective meanings set forth in this Schedule 4 or, if not defined herein, shall have the respective meanings set forth in the Master Services Agreement, Schedule 1 or other Schedules to the Master Services Agreement. Unless otherwise specified, references to "Article" or "Section" refer to the applicable Article or Section of this Schedule 4.

"Amount at Risk" means, with respect to any month during the Term, twelve percent (10%) of the Monthly Fees.

"Expected Fault" means the Service Level Value for that Measurement Period and the Service Level Values for three (3) of the immediately preceding five (5) Measurement Periods are less than the applicable Expected Service Level (i.e. out of any six rolling Measurement Periods there are four in which the Expected Service Level is not achieved). Faults may be excused only for the reasons described by Sections 3.9, 5.8 or 23.1 of the Agreement and in this Schedule 4.

"Fault" means both Expected Faults and Minimum Faults.

"<u>Incident</u>" means a single event or series of substantially contemporaneous related events that result in the occurrence of one or more Faults.

"Key Performance Indicator" or "KPI" means a business outcome service level. KPIs are set forth in Exhibit 1. For avoidance of doubt, although KPIs are measured and reported in the same manner as Service Levels, unexcused failures to meet KPIs do not expose Strategic Provider to payment of Service Credits and do not require Strategic Provider to provide CLIENT with a root cause analysis in accordance with Section 10.4 of the Agreement.

"Measurement Period" means monthly, unless otherwise stated below, in an accompanying table or Service Description, or agreed in writing by the Parties.

"Minimum Fault" means the Service Level Value for that Measurement Period is less than the applicable Minimum Service Level. Faults may be excused only for the reasons described by Sections 3.9, 5.8 or 23.1 of the Agreement and in this Schedule 4.

"Monthly Fee" means, with respect to any month during the Term, the total amount of the Fees (excluding reimbursable expenses, Project Fees, pass-through expenses, and taxes) to be paid by CLIENT to Strategic Provider for Services for a particular Service Tower during that month.

"New Service" as defined in Section 3.3(a).

"Operational Service Level" means an operational Service Level. Operational Service Levels are set forth in Exhibit 1 to this Schedule 4. Operational Service Levels are identified as either "Critical" or "Key" in Exhibit 1. For avoidance of doubt, (i) the failure to meet a "Critical" Operational Service Level may result in the payment of a Service Credit pursuant to Section 4.1 below, and (ii) the Operational Service Levels identified as "Key" will be measured and reported as a Service Level, provided that unexcused failures to meet "Key" Operational Services Levels will not expose Strategic Provider to payment of Service Credits.

"Service Credit" means the amount determined by multiplying the Amount at Risk for the month in which the Fault occurs by the Weighting Percentage for the applicable Service Level.

"Service Levels" means the Operational Service Levels identified as "Critical" and "Key".

"Service Tower" means the category of Services.

"<u>Unacceptable Service</u>" means any of the conditions or circumstances defined as such in Section 5, below.

"Weighting Percentage" means, with respect to any Service Level, the percentage of the Amount at Risk to be paid as a Service Credit for a Fault.

## 2. <u>EFFECTIVENESS AND VALIDATION OF SERVICE LEVELS</u>

- 2.1 <u>Timing</u>. All Service Levels shall be measured and reported and Service Credits will commence as set forth in the attached Exhibits.
- 2.2 Validation of Preliminary Service Levels.
- (a) The Parties expect and intend that (unless otherwise expressly agreed) Service Levels are consistently achievable using the systems and procedures contemplated by the Service Descriptions and Strategic Provider's proposal to CLIENT. Certain Service Levels are designated as
  - "subject to validation" and/or "Preliminary Service Levels." Preliminary Service Levels shall be validated in accordance with this Section during the first 6 (six) months (unless otherwise agreed in Exhibit 1) following completion of the applicable Transition ("Validation Period").
- (b) If Strategic Provider's performance meets or exceeds a Preliminary Service Level four (4) months during the six (6) month Validation Period then it shall become fully effective beginning with the first calendar month after the Validation Period, and Service Credits shall then be payable for all Faults (subject to Section 4.1).
- (c) If Strategic Provider is unable to meet or exceed a Preliminary Service Level with sufficient consistency to achieve the foregoing threshold during the Validation Period, Strategic Provider shall propose (i) the Service Levels Strategic Provider believes to be consistently achievable, and (ii) the additional resources, changes in practices, upstream, downstream processes, changes in systems or other measures that Strategic Provider recommends in order consistently to achieve the Preliminary Service Levels, and the time required to implement necessary changes. The

Parties shall thereafter meet, confer and negotiate in good faith in order to agree upon a corrective action plan.

(d) To the extent that CLIENT declines to take corrective measures within its responsibility that are reasonably necessary in order consistently to achieve the Preliminary Service Levels, then Preliminary Service Levels shall be equitably adjusted to fix Service Levels that are consistently achievable and if not determined by agreement within a reasonable time (not to exceed forty-five (45) days), they may be determined in accordance with Article 20 of the Agreement, concerning

## 3. SERVICE LEVEL MANAGEMENT AND ADMINISTRATION

disputes.

- 3.1 <u>Single Point of Contact</u>. Strategic Provider shall provide a single point of contact for inquiries, root cause analyses and corrective action related to all Incidents. Unless otherwise agreed in the Procedures Manual or other, mutually agreed working documents, the point of contact shall be Strategic Provider's Contract Executive.
- 3.2 <u>Service Level Reports</u>. Strategic Provider's monthly reports shall include a report of Service Level performance, in a form based upon Strategic Provider's standard reports and approved by CLIENT and with detailed calculations and data sources as defined and agreed by CLIENT, that includes at least the following information:
- (a) performance of all Service Levels (including relevant calculations, with gross as well as net measurements that exclude failures excused by this Schedule 4 and Sections 3.9, 5.8 and 23.1 or other express terms of the Agreement);
- (b) summaries of root cause analyses and corrective action required by the Agreement (which are to be reported separately, in reasonable detail, including any alleged grounds for excuse under this Schedule 4 and Sections 3.9, 5.8 and 23.1 or other express terms of the Agreement);
- (c) significant changes that have occurred or are anticipated that may affect Service Level performance; and
- (d) Strategic Provider management comments on Service Level performance and trends.

In addition, within thirty (30) days after the end of each Contract Year or expiration or termination of the Agreement (as applicable), Strategic Provider shall submit an annual Service Level report, containing the foregoing information for the entire Contract Year, including calculation of applicable Service Credits (if any). Subject to Earn backs as set forth below, net amounts due shall be deducted from the final invoice for the Contract Year or, following expiration or termination of the Agreement, paid in cash concurrently with delivery of the annual Service Level report. Strategic Provider will make information concerning Service Level and Service Credit calculations available to CLIENT upon request (and this obligation is in addition to CLIENT's audit rights under the Agreement).

- 3.3 Service Level Adjustments and Additions.
- (a) Service Levels for a new Service or function (a "New Service") shall be determined by mutual agreement in accordance with the Change Control Procedure. Unless otherwise agreed,

Strategic Provider shall perform a validation during the first six (6) months of production use, in accordance with the procedure and standards described by Section 2.2 above, concerning validation of Preliminary Service Levels. CLIENT may assign a Weighting Percentage to such Service Level (subject to the limits set forth in Section 3.3(d). Once a New Service has been put into production, any associated Service Level and Weighting Percentage shall be subject to all of the provisions of this Schedule 4.

(b) Initial Service Levels are set forth in the Exhibits (some of which are marked as "Preliminary" and/or "subject to validation," as provided above). CLIENT may, in its sole discretion exercised

more than two (2) times during any Contract Year, and upon at least ninety (90) days' prior notice to Strategic Provider (except as set forth below) add, remove or replace Service Levels, subject to the Change Control Procedure. If the designation of a Service Level and Weighting Percentage for a New Service would result in CLIENT exceeding the limitations in Section 3.3(d), below, CLIENT may

re-designate a Service Level as a KPI, adjust Weighting Percentages or take other appropriate action, without regard to the limitations or notice requirements in the second sentence of this paragraph. KPIs measuring performance or outcomes that are not entirely within Strategic Provider's control may not be designated as Service Levels.

(c) The Weighting Percentage as of the Commencement Date for each Service Level is set forth in Exhibits 1 and 2. CLIENT may, in its sole discretion, increase or decrease the then-existing Weighting

Percentage associated with any Service Level no more than two (2) times during any Contract Year (in connection with the notices given pursuant to the immediately preceding paragraph). Notwithstanding the foregoing, increases or decreases made in response to consecutive failures to meet the same Expected or Minimum Service Level shall not count against the 2 times per Contract Year limit. If as and when Service Levels apply to New Services, CLIENT may, in its sole

discretion, assign a Weighting Percentage and adjust other Weighting Percentages (consistent in all cases with the limitations below).

- (d) In no event shall the Weighting Percentage for any one Service Level exceed thirty percent (30%) nor the total Weighting Percentages for all Service Levels applicable to a Service Tower exceed two hundred percent (200%).
- 3.4 <u>Service Level Review.</u> CLIENT expects Strategic Provider to gather performance data during the Transition Period. Strategic Provider and CLIENT will thereafter review such data, and other pertinent information, to refine, modify or redevelop Service Levels that are consistent with mutually agreed continuous improvement efforts contemplated by CLIENT. In addition, at intervals reasonably determined by CLIENT, or upon either Party's request, and at least annually the Parties will meet and confer to discuss additions to, deletions from, or modifications of Service Levels and related standards (such as KPIs, Weighting Percentages and the like) to reflect changes in CLIENT's business requirements, objectives, operations or the manner or technologies used to deliver Services. Modifications from time to time agreed to will be approved in accordance with the Change Control Procedures, or through written amendment of this Schedule 4 and related contract documents.

### 3.5 INTENTIONALLY LEFT BLANK.

#### 4. <u>SERVICE CREDITS</u>

4.1 <u>Service Credits</u>. The Service Credit payable for any Fault equals the Weighting Percentage for the relevant Service Level times the Amount At Risk for the month in which the Fault occurred (subject to

the other provisions of this Schedule). Service Credits shall be paid or credited annually in accordance with Section 3.2.

- 4.2 <u>Multiple Faults from a Single Incident.</u> If any single Incident causes two (2) or more Faults within the same Service Tower, Strategic Provider shall be obligated to pay the largest Service Credit payable for any single Fault attributable to the particular Incident, but not both Service Credits. If the same Incident causes Faults in more than one Service Tower, Service Credits apply for each such Service Tower.
- 4.3 <u>Maximum Service Credits</u>. The maximum amount payable as Service Credits for any single month within any Service Tower shall not exceed the Amount at Risk for that Service Tower. The maximum amount payable as Service Credits for all Service Categories, as set forth in Table A, shall not exceed the Amount at Risk for the Agreement as a whole in the applicable month. The foregoing limitations do not limit CLIENT's right to recover damages for material breach, or other remedies, subject to the notice, cure periods, limitations of liability and other applicable provisions of the Agreement. Service Credit amounts in excess of the foregoing limitations do not carry forward into subsequent Measurement Periods.
- 4.4 <u>Waivers</u>. CLIENT may waive any Fault or failure to make any payment or allow any Service Credit, but no such waiver shall be binding or effective unless given in writing, and no such waiver shall constitute a continuing waiver of similar or other such Faults or failures. CLIENT may at any time direct future compliance with any waived requirement.
- 4.5 <u>Cumulative Remedies</u>. Subject to the provisions of Section 9.5 of the Agreement (concerning offset of Service Credits paid against related damage claims), Service Credits and other remedies contemplated or permitted by this Schedule 4 are in addition to other remedies authorized by the Agreement or permitted by applicable law.

## 5. UNACCEPTABLE SERVICE

The following Faults or combinations of Faults constitute Unacceptable Service, and grounds for termination of the Agreement, in whole or in part, pursuant to Section 15.4.1 of the Agreement: occurrence of Faults for which Service Credits payable or potentially payable equal or exceed either of the following:

- (a) Fifty percent (60%) of the Critical Service Levels are not met for any three (3) consecutive months in any rolling period of twelve (12) months; or
- (b) Fifty percent (60%) of the Critical Service Levels are not met in any six (6) months within any rolling period of twelve (12) months.

Identification of the foregoing circumstances as Unacceptable Service (and subsequent identification of any other circumstances as Unacceptable Service) are without prejudice to contentions that other or different circumstances, individual Faults, or combinations of Faults may also, by themselves or in combination with other facts or circumstances, constitute material breach of the Agreement, and grounds for termination of the Agreement, in whole or in part, in accordance with the terms of the Agreement.

## 6. CORRECTIVE ACTION

Strategic Provider acknowledges that Service Levels are minimum levels of performance required by CLIENT. Upon occurrence of any Minimum Fault, Strategic Provider shall take corrective action in accordance with the applicable terms of the Agreement.

### 7. EARN-BACKS

- 7.1 With respect to each Service Level for which there was a Fault during the preceding Contract Year, Strategic Provider shall provide a report to CLIENT that will include the yearly performance and the total
  - amount of Service Level Credits imposed for Faults.
- 7.2 In the event that Strategic Provider achieved a yearly performance in a Service Level during a Contract Year that was greater than or equal to the Expected Service Level in effect for such Service Level during that year, Strategic Provider shall not be liable for any Service Level Credits assessed during that Contract Year for such Service Level and CLIENT shall waive such Service Level
  - Credits owed by Strategic Provider for that Service Level during the Contract Year.
- 7.3 In the event that any Service Level is removed during a Contract Year, Strategic Provider shall not pay Service Level Credits assessed during that Contract Year for such Service Level.

### 8. <u>CERTAIN EXCLUSIONS</u>

Faults are excused:

- (a) During operations under an approved disaster recovery plan (but exclusion of Faults for this reason shall not excuse any failure to have or use precautions that are customary, such as emergency power, or specified by the Agreement).
- (b) To the extent attributable to increases of more than ten percent (10%) in numbers of transactions, accounts, advisors, or other, similar, objective measures of activity and effort during any month (i) of which Strategic Provider does not receive notice from CLIENT at least ninety (90) days in advance
  - and (ii) Strategic Provider otherwise fails to anticipate based upon its knowledge of trends, CLIENT's
  - business or other, similar circumstances. Percentage increases shall be measured in comparison with the immediately preceding month.

# Exhibit F

# Service Levels

Vendor will perform the Services at or above the Performance Requirements set forth in each of the 6 Service Levels indicated in this **Exhibit F** and in accordance with the Agreement.

Any reference to a time of day included in this **Exhibit F** will be based on the U.S. Central Time Zone.

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	IMMEDIATE SERVICE COMMENCEMENT SERVICE LEVEL <sup>1</sup>
Description	This Service Level measures the percentage of Service Requests for Immediate Services accepted by Vendor with respect to which Vendor Personnel begin performing Services at the applicable Operating Location on the Business Day that is two (2) Business Days from the date on which the Service Request was placed (for Service Requests placed before 4:00 PM) or three (3) Business Days for Service Requests placed after 4:00 PM.
	For example:
	<ul> <li>For a Service Request placed at 1:00 PM on Monday, Vendor Personnel will begin providing Services included in such Service Request on or before Wednesday</li> </ul>
	<ul> <li>For a Service Request placed at 1:00 PM on Friday, Vendor Personnel will begin providing Services included in such Service Request on or before Tuesday</li> </ul>
	<ul> <li>For a Service Request placed at 5:00 PM on Monday, Vendor Personnel will begin providing Services included in such Service Request on or before Thursday</li> </ul>
Calculation	A = the number of accepted Service Requests placed for Immediate Services during the measurement period for which Vendor begins providing Services within the required time period specified in the Description above.
	B = the number of accepted Service Requests placed for Immediate Services during the measurement period.
	Performance = A / B x 100
Source of Data	Manheim internal tracking, which will be shared with Vendor via the dashboard.
Measurement Period	Monthly
Performance Requirement	Performance = 95%
Termination Right /Volume Commitment Removal Arising from	In the event Vendor fails to fulfill the Performance Requirement for any three consecutive months during the Term, Manheim may terminate this Agreement, and such termination will be deemed a termination for cause.
Failure	In the event Vendor fails to fulfill the Performance Requirement for any three consecutive months during the Term, regardless of whether Manheim opts to terminate

the Agreement, Manheim will have no obligation to pay any Volume Shortfall Payment
for a Volume Commitment Year during which at least one of the failed months occurs.

	IMMEDIATE SERVICE COMPLETION SERVICE LEVEL <sup>1</sup>
Description	This Service Level measures the percentage of Service Requests for Immediate Services accepted by Vendor with respect to which the Services are fully completed on or before the Business Day that is four (4) Business Days from the date on which the Service Request was placed (for Service Requests placed before 4:00 PM) or five (5) Business Days for Service Requests placed after 4:00 PM.
	For example:
	<ul> <li>For a Service Request placed at 1:00 PM on Monday, Vendor Personnel will complete all Services included in such Service Request on or before Friday</li> </ul>
	<ul> <li>For a Service Request placed at 1:00 PM on Friday, Vendor Personnel will complete all Services included in such Service Request on our before the following Thursday</li> </ul>
	<ul> <li>For a Service Request placed at 5:00 PM on Monday, Vendor Personnel will complete all Services included in such Service Request on or before the following Monday.</li> </ul>
Calculation	A = the number of accepted Service Requests for Immediate Services during the measurement period that are fully completed within the required time period specified in the Description above.
	B = the number of accepted Service Requests placed for Immediate Services during the measurement period.
	Performance = A / B x 100
Source of Data	Manheim internal tracking, which will be shared with Vendor via the dashboard.
Measurement Period	Monthly
Performance Requirement	Performance = 95%
Termination Right Arising from Failure	In the event Vendor fails to fulfill the Performance Requirement for any three consecutive months during the Term, Manheim may terminate this Agreement, and such termination will be deemed a termination for cause.

<sup>1</sup>The parties agree that fulfillment of certain Service Requests in the time period set forth above may be impractical (e.g., where a particularly large volume of vehicles comes in) and as such, certain Service Requests, only as mutually agreed upon in writing by the parties, may not be included in the calculation of Vendor's performance under this Service Level.

# PLANNED SERVICE COMPLETION SERVICE LEVEL

Description	This Service Level measures the percentage of Service Requests for Planned Services accepted by Vendor with respect to which the Services are fully completed during the time period set forth in the Service Request. Each Service Request for Planned Services will include a time period during which the Services will be performed and a number of vehicles on which the Services will be performed.
	For example, if Manheim placed (and Vendor accepted) a Service Request for five (5) days of Normal Services at an Operating Location including performing Services on fifty (50) vehicles, the Services must be fully performed on all Vehicles by the end of such five (5) day period to qualify as a successful completion for purposes of this Service Level.
Calculation	A = the number of accepted Service Requests for Planned Services during the measurement period that are fully completed by the end of the specified Planned Services time period.  B = the number of accepted Service Request placed for Planned Services  Performance = A / B x 100
Source of Data	Manheim internal tracking, which will be shared with Vendor via the dashboard.
Measurement Period	Monthly
Performance Requirement	Performance = 97%
Termination Right Arising from Failure	In the event Vendor fails to fulfill the Performance Requirement for any three consecutive months during the Term, Manheim may terminate this Agreement, and such termination will be deemed a termination for cause.

QUALITY PERFORMANCE SERVICE LEVEL		
Description	This Service Level measures the accuracy of Condition Reports produced by Vendor Personnel performing Inspection Services. Pursuant to <a href="Exhibit E">Exhibit E</a> , three types of audits (criteria, image, and physical audits) will be performed on each Vendor Personnel, and these audits will be used to calculate a monthly "Quality Average Score" for each applicable Vendor Personnel. This Service Level measures the average Quality Average Score for all Vendor Personnel performing Services.	
Calculation	The average Quality Average Score for each Vendor Personnel providing Condition Reports will be averaged, Vendor-wide, to calculate a single Vendor average Quality Average Score for each month.	
Source of Data	Manheim internal tracking, which will be shared with Vendor via the dashboard.	
Measurement Period	Monthly	
Performance Requirement	Average Quality Average Score = 90%	
Termination Right Arising from Failure	In the event Vendor fails to fulfill the Performance Requirement for any three consecutive months during the Term, Manheim may terminate this Agreement, and such	

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SERVICE EFFICIENCY SERVICE LEVEL	
Description	This Service Level measures the average number of Condition Reports performed per hour by Vendor Personnel performing Inspection Services.
Calculation	A = the quantity of Condition Reports produced by Vendor Personnel.  B = the number of hours during which Inspection Services were performed  Performance = A / B x 100
Source of Data	Manheim internal tracking, which will be shared with Vendor via the dashboard.
Measurement Period	Monthly
Performance Requirement	Average of 2.1 condition reports produced per hour.
Termination Right Arising from Failure	None

<sup>1</sup>The parties agree that Manheim may from time to time update the performance requirement tied to the Service Efficiency Service Level, provided that in no event will Vendor Personnel be held to a higher standard than Manheim employees providing Inspection Services.

SERVICE REQUEST ACCEPTANCE/REJECTION SERVICE LEVEL	
Description	This Service Level measures the percentage of Service Requests submitted by Manheim that are accepted and fulfilled by Vendor.
Calculation	A = the number of Service Requests placed by Manheim  B = the number of Service Requests accepted and fully performed by Vendor  Performance = A / B x 100
Source of Data	Manheim internal tracking, which will be shared with Vendor via the dashboard.
Measurement Period	Monthly
Performance Requirement	Performance = 99%
Termination Right Arising from Failure	In the event Vendor fails to fulfill the Performance Requirement for any three consecutive months during the Term, Manheim may terminate this Agreement, and such termination will be deemed a termination for cause.
	In the event Vendor fails to fulfill the Performance Requirement for any three consecutive months during the Term, regardless of whether Manheim opts to terminate the Agreement, Manheim will have no obligation to pay any Volume Shortfall Payment for a Volume Commitment Year during which at least one of the failed months occurs.