



**PRIVATE DEED BETWEEN**

AIR ITALY S.p.A. (*Principal*) and

TRAVEL AGENCY \_\_\_\_\_ (*Assignee*), located

in \_\_\_\_\_ ( )

ZIP code \_\_\_\_\_ Address \_\_\_\_\_ No. \_\_\_\_\_

in the person of Mr. \_\_\_\_\_

phone \_\_\_\_\_ fax \_\_\_\_\_

e-mail \_\_\_\_\_

provided with licence/exercise authorization No. \_\_\_\_\_

issued by \_\_\_\_\_ on \_\_\_\_\_ IATA code \_\_\_\_\_

VAT registration No. \_\_\_\_\_

Travel Agency bank account details for recognizing commissions:

IBAN \_\_\_\_\_

BANK \_\_\_\_\_

**GRANTED**

- that AIR ITALY S.p.A. has activated its own connection system via internet system, called WTS (Web Trade System) accessible form website [wts.airitaly.com](http://wts.airitaly.com)
- that it sells its national and international air freightservices on-line through the WTS system;
- that AIR ITALY S.p.A. intends to favour professional operators for using the WTS system for the on-line sales of these services;
- that AIR ITALY S.p.A. , for this purpose, intends to confer a mandate for the sales of its scheduled air freight services through the on-line WTS system.



## Whereas

### **Art. 1 Objects and Mandate Limits**

AIR ITALY S.p.A. , confers mandate with representation, in the exclusive interest of AIR ITALY S.p.A. ,, for the sales of its national and international scheduled air freight services via internet through the use of the WTS (Web Trade System). The Principal can sell AIR ITALY S.p.A. ,scheduled air freight services at all AIR ITALY S.p.A. public fares under the conditions provided for by each fare according to the forms provided for by this agreement. This sales may take place through WTS exclusively by paying with a credit card that is recognized and accepted by AIR ITALY S.p.A. . The conferment of this mandate, does not preclude the Principal to use other connections such as, for example, GDS.

### **Art. 2 Access key delivery (Password)**

In connection with the conferment of this mandate AIR ITALY S.p.A. ,delivers the Assignee, that claims receiving its own password for registration at the WTS (Area Trade) website. Signing this private deed constitutes a receipt of that password for the Assignee. Let it however be clearly understood that in the event of termination of this mandate, arising from any cause, AIR ITALY S.p.A. will immediately cancel the access password, owned by AIR ITALY S.p.A. given to Assignee for a proper execution of the mandate.

### **Art. 3 Purchase and on-line sales**

The Assignee may purchase via the Internet, one or more seats on specific AIR ITALY S.p.A. ,flights, by a reservation confirmed through a direct payment to AIR ITALY S.p.A. , using credit cards recognized by AIR ITALY S.p.A. and registered in the passenger's name or that are registered in the name of the Assignee or, if previously authorized, by direct debt.

### **Art. 4 Passenger receipt**

Once the electronic transaction has been made, the WTS will provide a report that includes:  
name and number of passengers;  
applied fare and value of the fare;  
details on additional costs, such as government fees and charge/ surcharges;  
PNR (passenger name record);

The Assignee must provide passenger with a copy of transaction summary which represents, on behalf of

AIR ITALY S.p.A. and for all purposes including the fiscal one, a payment receipt. Also, the Assignee must inform passengers about rules on fares rules applicable to sold fare.



## **Art. 5 Refund for cancellation / no-show and booking / itinerary change**

### **5.1 Refunds**

Refunds are subject to fare rules provided for by each fare. In any case, all kinds of refunds, if applicable, will be paid by Assignee, either through existing channels (Refunds and Substitutions section) or through the Call center refund sector, with telephone numbering. Instead, if passenger uses a credit card, the Assignee can directly perform refund through website functionality of the site or can contact the Call Center to carry out the refund. In case a refund is paid no agency commissions as per annex "A" will be paid to the Assignee.

### **5.2 Non-refundable special fares**

Special fares are generally subject to restrictions related to both refunds for cancellation or non-presentation (no show), and the change of booking or itinerary. AIR ITALY S.p.A. reserves the right to modify the specific rules over time. On sale of special fares Assignee is obliged to inform the passenger about the specific rules governing the "Refunds for cancellation / no show "and" change of booking / itinerary."

### **5.3 Substitutions**

The WTS sales system allows online management of substitutions. In any case, if necessary, the Assignee can alternatively contact the Call Center to finalize the substitution operation.

## **Art. 6 Interlining**

The Assignee hereby acknowledges that, currently, with the WTS system it will be possible to sell AIR ITALY S.p.A. .

## **Art. 7 Use of connection**

Assignee will pay utmost care and caution when using the internet connection in order to avoid the creation of double bookings or to generate the block of spaces not specifically requested by the passenger. The Assignee hereby acknowledges that any transaction on the connection via the Internet must be completed without fail by paying with a credit card to the Principal or by Direct debt if activated. The Assignee agrees that AIR ITALY S.p.A. can make all the appropriate investigations regarding the work of Assignee; AIR ITALY S.p.A. will put in place, if the extremes are recognized, all the actions it considers necessary to pursue.

## **Art. 8 Payments**

Payments for the sale of AIR ITALY S.p.A. airline segments that in accordance with the subject of this agreement

are to be exclusively governed in accordance with the following forms:

- . agency credit card
- . passenger's credit card
- . Direct debt (preventively authorized by Travelfactoring and AIR ITALY S.p.A. ). AIR ITALY S.p.A. acknowledges and accepts at the time of signing this private deed the following credit

AIR ITALY S.p.A. Centro Direzionale Aeroporto Costa Smeralda I-07026 Olbia (OT) - Tel (+39) 0789 52600 – Cap. Soc. i.v. € 133.913,25 Reg. Imp. Sassari C.F. 05763070017 P. IVA 03184630964 – Società a socio unico soggetta a direzione e coordinamento di AQA Holding S.p.A. ai sensi dell'art. 2497-bis Cod. Civ.



cards: American Express, Mastercard, Visa, Diners Club, JCB. AIR ITALY S.p.A. ,reserves to communicate any changes to the Assignee concerning the recognized credit cards. The Assignee may not place any “agency fee” amount due to the Principal for any purpose. Any eventual Agency fee applied by the Assignee will be regulated between the passenger and the Assignee with A separate transaction and without any use of the AIR ITALY S.p.A. WTS.

#### **Art. 9 Commission**

Due to the activity covered by this mandate AIR ITALY S.p.A. , will recognize Assignee a provisional commission indicated in Annex "A", in the "commission" section. Such provisional compensation, which must be returned in case of ticket refunding, is the unique and global compensation of the Assignee by the Principal. Any changes on commission regulations set out in Annex "A" (commission) will be preventively notified by AIR ITALY S.p.A. ,through the information report in the Trade section of the AIR ITALY S.p.A. , website, or by a specific special e-mail sent to the Assignee. Commission billing which is recognized to the Assignee by AIR ITALY S.p.A. , will be subject to in force VAT.

#### **Art. 10 Billing and administration**

It is agreed that the economic regulation related to the transactions generated by the Assignee shall be regulated on a monthly basis, AIR ITALY S.p.A. ,will provide for the elaboration of a monthly invoice regarding the commissions owing to the Agency. In order to comply with the sequence of numbering on the invoice register, the Assignee can monthly provide AIR ITALY S.p.A. ,with the number to be used. The monthly invoice number must be added within the first fortnight of the month following the one of reference (e.g. 15, November for the October invoice) directly by the Assignee on the data sheet which is on the Internet site, under "add invoice". If Assignee does not communicate numbering, AIR ITALY S.p.A. , will use its own sequence for the whole year.

The single monthly invoice will be provided in a non-editable electronic format. This invoice will include the transactions generated by each store and therefore will not be any aggregation of invoicing for multiple stores if the Assignee is organized in such manner. The Assignee can also request, through the site, the bookkeeping situation of a specific period before the ninety days. AIR ITALY S.p.A. ,will provide accounting records related to transactions generated by the Assignee on the website, in an editable electronic format.

#### **Art. 11 Data privacy**

It is understood that both the Principal and the Assignee will be acting under this mandate in accordance with the regulations in force on personal data protection.

#### **Art. 12 Life of the contract and faculty of withdrawal**

This mandate is understood to be conferred as an open-ended contract unless each one of the parties withdraws from it at any time, at its own exclusive and firm opinion, by giving the other party a 60-day notice via regular mail, e-mail or fax.



**Art. 13 Place of Jurisdiction**

For any controversy or dispute between the Parties on the interpretation and/or execution of this writing, the competency will fall under the Court of Tempio Pausania (Sassari - Italy).

AIR ITALY S.p.A. . (Principal)

TRAVEL AGENCY (Assignee)

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\_\_\_\_\_

Furthermore, \_\_\_\_\_ in the person of \_\_\_\_\_ , as legal representative thereto, declares having read this private deed carefully and specifically approved it, and also specifically approving, in accordance and for the effects of Italian Civil Code art. 1341 and 1342, the following articles:

- Article 1 Object and mandate limits
- Article 8 Payments,
- Article 12 Life of the contract and faculty of withdrawal
- Article 13 Place of Jurisdiction

Olbia, \_\_\_\_\_

AIR ITALY S.p.A.

TRAVEL AGENCY

\_\_\_\_\_

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## ANNEX A

### 1. COMMISSION

Due to the activity covered by this mandate, the Principal recognizes a commission for the Assignee on proceeds of sales for each national and international AIR ITALY S.p.A. ticket. The value of the commission will be structured as follows:

- for the sale of national tickets it will be equal to 0% of the fare applicable to each individual sale, net of VAT
- for the sale of international tickets it will be equal to 0% of the fare applicable to each single sale.

Olbia, \_\_\_\_\_

AIR ITALY S.p.A.

TRAVEL AGENCY