

CONTRACT

about hotspot operation in the commercial network of TRAVELNETCON GLOBAL

No.:/2009

Concluded according to § 269 sec. (2) Slovak Business Law No. 513/1991 Zb.
including latter by-laws

A. Contracting Parties:

Party I.:

TravelNetCon Global, s.r.o., HQ offices at: Martina Rázusa 1877/14, Lučenec, 984 01 Slovak Republic, IDNo: 36 843 032, Registered in Business Registry of Distric Court in Banská Bystrica, Section: Sro, Record No.: 13712/S, Represented by: **Iveta Feldsam**, Residing at: Modré zeme 5345/22, Lučenec, 984 01, Company Executive

(hereafter also referred to as “**TravelNetCon**”)

and

Party II.:

Company Name:
HQ Office:
Company ID No/Tax ID No:
Registered in Evidence of Commercial Subjects:
Evidence No:
Represented by:
First Name, Last Name, Position:
Email:
Phone:
License No:
Bank Information:.....

(hereafter also referred to as „**operator**“)

agree to the following terms of this **Contract concerning operation of a Hotspot in the commercial network of TravelNetCon Global s.r.o.**

Article I. Initial Provisions

Contracting parties from their free hereby declare a mutual interest in adjusting the manners, means, conditions and fundamental principles of their commercial cooperation which is aimed at the operation of a hotspot in the commercial network

of TravelNetCon Global s.r.o. and by the provision of Internet connection to the customers of TravelNetCon Global s.r.o.

Article II.

Subject of this Contract

1. TravelNetCon hereby authorizes with this contract the operation of TravelNetCon access point to the Internet (hereafter also referred to as „Hotspot“) to enter the commercial network of TravelNetCon and to provide connectivity to the Internet for customers of TravelNetCon according to the provisions hereafter stated in this contract.

2. New Hotspot operator will negotiate the entrance into the global network of TravelNetCon at the nearest TravelNetCon Licensed Dealer/Technician. The current list of TravelNetCon Licensed Dealers/Technicians is on the web site www.travelnetcon.com.

Article III.

Rights and Obligations of Contracting Parties

1. Connection of a Hotspot operator into the Global Network of TravelNetCon can be realized exclusively through s TravelNetCon Licensed Dealer/Technician, published in list of TravelNetCon Licensed Dealers/Technicians and the operator will contact him for the purpose of connection. Expenses related to the connection of the Hotspot into the Global Network of TravelNetCon will be paid by the operator directly to the dealer/technician.

2. Detailed description of the Hotspot operation is in the “TravelNetCon Hotspot Operator’s Instruction Manual,” published on the company web site: www.travelnetcon.com.

3. The operator is solely responsible for the quality of Internet connection at the TravelNetCon Hotspot.

4. Hotspot operator is responsible for acquisition of information concerning the conditions for resale of Internet connectivity to third parties from his local Internet Service Provider and the operator is obliged to adhere to all local legal norms in the country where he plans to operate a Hotspot.

5. TravelNetCon will publish on his web site the Internet link of the Hotspot operator and will add the operator to the Global Network of TravelNetCon. The Hotspot operator added to the Global Network of TravelNetCon will publish on his web site a link on TravelNetCon Global.

6. Marketing details related to the marketing of the Hotspot are provided to the operator by TravelNetCon Global. These and other relevant information are published on www.travelnetcon.com.

7. Contracting parties are hereby committed to the execution of all measures and actions required to achieve the best possible results and conditions for the provision of a possibility to connect to the Internet for the customers of TravelNetCon Global in its Global Network.

Article IV.

General Conditions of Operation

1. Operator of the TravelNetCon Hotspot will secure the best possible connection to the Internet under the existing conditions and limitations of the specific location or country.

2. Operator is obliged to inform timely and accurately about the price and the quality of the provided Internet connectivity. This information will be published on the TravelNetCon web site.

3. To keep the competitive advantage of our business model, TravelNetCon recommends to the Hotspot operator to adjust the connectivity price in an interval between 0.50 and 2.00 TravelNetCon Credits (hereafter also referred to as „TNCcredits“) for one hour of connection to the Internet. TravelNetCon will monitor, evaluate and periodically inform operators about changes in connectivity prices and will issue recommendations for operators in specific localities and countries.

4. Through out the duration of this contract the operator is prohibited from making any interferences or changes in the devices enabling connection into the global network of TravelNetCon. In case of such an interference TravelNetCon reserves the right to expel the operator from its global network.

5. TravelNetCon reserves the right to expel from its network fictitious providers of Internet, who on one hand fulfill the conditions for becoming the members of the network, yet, on the other hand do not provide the possibility of Internet connection to TravelNetCon customers.

6. It is strictly prohibited in the global network of TravelNetCon to provide direct messages and links on pornographic and other Internet web sites containing malicious and dangerous content. Detailed description of „Acceptable Use,“ are specified on the TravelNetCon web site.

7. The contracting parties agree on immediate and appropriate manner of mutual information about facts concerning quality and safety of the hotspot operation in the global network of TravelNetCon.

Article V.

Payment Conditions

1. Payment conditions for operation of a hotspot in the global network of TravelNetCon are the following:

- a. TravelNetCon administers the purchased virtual payment units of TravelNetCon customers – credits, hereafter also referred to as „TravelNetCon credits.“ The value of one credit is 1.19 EUR, including VAT. The minimum volume of purchased credits is 10. Transfer fees related to the administration of TravelNetCon credits are born by TravelNetCon.
- b. Client has three possibilities for the purchase of credits, with a bank card, through a direct bank transfer of resources, or through a voucher purchased directly from the hotspot operator as it is described in point „e“ article V of this contract.
- c. TravelNetCon guarantees in his global network the subtraction of credits in 1 second intervals as well as the possibility to carry over the unused portion of credits to any other hotspot operation in the global network of TravelNetCon.
- d. The operator is allowed to charge an arbitrary volume of credits for the unit of time spent on the Internet, but TravelNetCon recommends to keep this charge in an interval between 0.50 and 2.00 credits per hour. From the volume of credits used at the hotspot, TravelNetCon will pay the financial equivalent of 60% spent on the Internet to the hotspot operator. The 60% portion of the credit awarded to the operator is final and it includes all taxes and fees as these are specified in local legislation.
- e. Should there be customer demand, the hotspot operator is entitled to sell his own credits using a certified TravelNetCon voucher. These vouchers then can be used by customers to connect to the Internet.
- f. The operator can purchase the vouchers from TravelNetCon in a minimum value of 10 EUR excluding VAT. The payment options for vouchers include credit card, or bank transfer. Validation of vouchers purchased through bank transfers is likely to take a few (2 – 3) days and the buyer is responsible for transfer fees.
- g. In member states of the EU vouchers can be purchased only by those hotspot operators who are registered with the local tax authority as VAT payers. This limitation shall not affect hotspot operators from third countries which are not EU member states.
- h. TravelNetCon will keep 40% of credits spent on the Internet to cover its own operating costs (bank transfer fees, dealer’s commission, development, maintenance, marketing, administration, etc...) and to generate profit.
- i. The operator is responsible for the adjustment of commercial activities with appropriate local legislation.
- j. Conditions for the Totally Free HotSpot Operation: In case the HotSpot Operator decides to provide access to the Internet free of charge to his clients he shall be charged a monthly flat rate according to the actual price list published on the TravelNetCon web site. The Totally Free HotSpot Operator is not entitled any financial reimbursement from the paid monthly flat rate. In case the HotSpot Operator decides to switch to provision of paid Internet access to his clients, the HotSpot Operation is switched automatically to a paid operation mode.

k. Free HotSpot Operation with Free Vouchers: In case the HotSpot Operator decides to take advantage of the possibility of providing Free Access to the Internet to his clients with Free Vouchers, he will be charged a monthly flat rate according to the actual price list published on the TravelNetCon web site. The monthly flat rate is charged for the use of the TravelNetCon HotSpot System on our Servers. The HotSpot Operator is not entitled to financial reimbursement from the Flat Rate Fee. Clients who do not receive Free Vouchers from the HotSpot Operator can use their prepaid TravelNetCon Credits. From the credits spent on the Free HotSpot the Operator is entitled to receive a reimbursement of 60% from the TravelNetCon credits spent. In case the HotSpot Operator decides to switch to provision of paid Internet access to his clients, the HotSpot Operation is switched automatically to a paid operation mode. Free Vouchers are valid on the HotSpots of the Operator who issued them. Free Vouchers are valid only one month in the month for which the flat rate is paid by the Free HotSpot Operator.

The actual monthly flat rate fee for a Free HotSpot Operation or for a Free Hotspot operation with Free Vouchers charged for the use of the TravelNetCon HotSpot System on our servers is 15 EUR + 19% VAT / month. This monthly flat rate is valid until August 31, 2009 and the actual price list is published on the TravelNetCon web site.

2. Settlement and transfer of finances will take place every time when 60% of the total value of credits spent on the Internet at the hotspot exceeds 200 EUR (including VAT), or every month in which 60% of the total value of credits spent on the Internet at the hotspot exceeds 200 EUR (including VAT), if the operator and TravelNetCon do not agree on different arrangements of settlement and transfer.

3. Operator can check any time his own statistics recording connections to the Internet at his hotspot. TravelNetCon will generate the settlement for the operator in electronic form on the operator's private account. Based on this information, the operator will send an invoice to TravelNetCon. The invoice will be paid-off within 14 days from its delivery date. The settlement will be sent to the operator in paper form only in those cases when this form of invoicing is demanded and the operator agrees to cover the postal costs.

4. All fees related to settlement and bank transfers specified in points 2 and 3, Article V of this contract will be paid in full extent TravelNetCon. In case of transfers below 200 EUR the transfer fees will be paid by the operator.

Article VI.

Contract Duration, Cancellation

1. This contract is made for an unspecified duration period and it is valid in full extent from the day of validation with signatures of the involved parties.

2. Contract can be cancelled by any one of the involved parties for no specific reasons. Formal contract cancellation should be in writing and should be delivered to the involved parties. Contract cancellation is valid starting the day of delivery to the involved parties.

3. In case that at the time of cancellation there are valid orders of goods and services still unfulfilled by the involved contracting parties, these parties are obliged to fulfill the orders as if there was no valid contract cancellation. This provision can be cancelled in case when the involved contracting parties agree to a different arrangement in writing.

**Article VII.
Final Provisions**

1. Transfer, or passage of rights and obligations stated in this contract to and attorney of the contracting party is possible only under conditions relating to changes in ownership at the involved parties in such manner that the maintenance of the contractual relationship will be in the interest of the other party and this party will agree with the new personal arrangement in writing.

2. Legal relations not regulated, or governed by this contract should be governed by the provisions of the Slovak Business Law.

3. Provision of information by contracting parties to third parties is governed by Slovak Law 428/2002 Z.z. about Personal Data Protection.

4. Resolution of eventual conflicts between contracting parties is governed by Slovak Law.

5. Contract can be changed and amended only in written form with amendments to the existing contract signed by the contracting parties.

6. This contract is executed in two identical copies. Each contracting partner will receive one signed copy of the contract.

In Lučenec, Date
Date

In,

Party I.:

Party II.:

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