

Memorandum of Agreement

This **Memorandum of Agreement (MOA)** made and entered into this ____ day of _____ 200__, in _____, Philippines, by and between:

HopAround.net, a web portal and its affiliate, **HopAround Travel & Tours**, both owned and operated by RemitCard, Inc., duly organized and existing under and by virtue of the laws of the Philippines, with principal offices at Unit 206, Raman Condo, 1130 Chino Roces Avenue, Makati City, represented by its President, **Mr. Philip G. Camara**, hereinafter referred to as “**HopAround**”;

– and –

_____**(Name of Business Establishment)**_____, a business enterprise offering tourism-oriented facilities and services within the Philippines, represented by its _____**(Name of Owner)**_____, hereinafter referred to as “**Tourism Service Provider**” or “**TSP**”;

WITNESSETH, That

WHEREAS, **HopAround** is a web portal that provides a listing service for tourist-related services of registered **Tourism Services Provider (TSP)**, including contact details, service description and price;

WHEREAS, the tourist, in planning his tour, wants to reserve the services of HopAround-listed **TSP** before his arrival at **TSP's** place of business;

WHEREAS, **TSP** has a need for a facility to collect reservation payments to assure the commitment of these tourist-clients;

WHEREAS, to address this need, **HopAround Travel & Tours** have registered as a merchant of EasyPay, the credit card/paypal on-line payment system of Mosaic Communications (Mozcom), thereby giving **HopAround** the capability to accept online credit card payments herewith referred to as **HopAround's Reservation Payment Facility (RPF)**;

WHEREAS, **HopAround** is offering the **RPF** to **TSP**, to which **TSP** accepts, so that **TSP** can already accept payments from tourists to confirm their reservation;

WHEREAS, **TSP** fully understands and agrees with the mechanics of the RPF as described in Annex I;

WHEREAS, this Memorandum of Agreement shall have a validity of two (2) years, starting from the date of signing;

NOW, THEREFORE, for and in consideration of the foregoing terms and conditions contained herein, both parties have agreed to:

A. **HopAround:**

1. Operate and maintain the **HopAround** website, ensuring that it is accessible, all features are functioning properly, links to other pages and websites active and all facilities and services registered by the TSP properly listed and displayed in its webpages;

2. Provide a list of **TSP's** accredited with this feature in the website and giving these TSP's more exposure and prominent mention;
3. Perform the responsibilities required from HopAround as described in **Annex I** of this agreement;

B. Tourist Service Provider:

1. Submission of a Letter of Intent to HopAround for **TSP's** inclusion in the RPF, with the following details:
 - a. Name of **TSP**, business address & contact details;
 - b. Name/s of authorized personnel who can officially transact with **HopAround**;
 - c. Details of bank account where bank-to-bank transfer can be made.
2. Access to and availability of a WAP-capable mobile phone at all times;
3. Allow **HopAround** to suggest procedures so that the **TSP** can quickly confirm the reservations of the tourists/clients;
4. Perform the responsibilities required from **TSP** as described in **Annex I** of this agreement;

IN WITNESS WHEREOF, the parties hereto have caused these presents to sign this Memorandum of Agreement in _____, Philippines, on ___ day of _____ 200__.

Tourist Service Provider

Hoparound.Net

**Philip G. Camara
President**

Signed In The Presence Of

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF _____)S.S.

BEFORE ME, a Notary Public for and in _____ this _____ day of _____, 200__, personally appeared:

<u>Name</u>	<u>CTC No.</u>	<u>Place And Date Of Issue</u>
_____	_____	_____
_____	_____	_____

known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement, they acknowledged to me that the same is their free and voluntary act and deed.

This instrument refers to a Memorandum of Agreement and consists of three (3) pages including the page where this acknowledgement is written, signed by the parties and their witnesses at the end of the instrument and on every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this _____
day of _____, 20____

Notary Public

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Annex I: Mechanics of the Reservation Payment Facility

1. Tourist wants to reserve the services of HopAround-registered TSP;
2. TSP requires payment of Reservation Fee to confirm the booking, equivalent to 30% of the price of the service and applicable to the full payment of the service;
3. TSP refers tourist to HopAround's RPF Button;
4. Tourist transacts with PayEasy;
5. HopAround calls or texts TSP, informing him of the payment;
6. TSP confirms Reservation with tourist;
7. Transaction is documented in HopAround's database;
8. HopAround remits to TSP share of Reservation Fee via bank-to-bank transfer, cost of remittance for TSP's account, within 3 banking days from receipt of transaction details from PayEasy;
9. The minimum non-refundable reservation fee is 30% of contracted price of the service but the TSP has the option to impose a higher percentage as long as HopAround's share is always 5% of the Reservation Fee.

Sharing scheme of Reservation Fee:

- 11% of contracted price of the service to be shared by:
 - a. PayEasy surcharge - 6%
 - b. HopAround Gross Revenue - 5%
- TSP – Net of the 11% share of HopAround & PayEasy

Sample computation at 30%

Quoted Price of Service	PhP 5,000.00
30% Reservation Fee (Collected Amount)	<u>1,500.00</u>
Net amount to be paid by tourist upon arrival	<u>PhP 3,500.00</u>

Sharing of Reservation Fee collected

20% - PayEasy Surcharge (6% of Service Price)	PhP 300.00
17% - HopAround (5% of Service Price)	255.00
<u>63%</u> - TSP (19% of Service Price)	<u>945.00</u>
<u>100%</u>	<u>PhP 1,500.00</u>

10. Reservation Fee is strictly non-refundable to the Tourist and this is mentioned prominently in the website;
11. HopAround only acts a conduit of funds or a collecting agent of the TSP. HopAround is not party to the transaction and cannot be held responsible by neither the tourist for the delivery and quality of the products and services of the TSP or by the TSP for the payment of services contracted by the tourist.