RIGHTS AGENCY AND CUSTODIAN AGREEMENT

THIS AGREEMENT MADE AS OF THE MARCH 16th , 2007.

BETWEEN:

AMADEUS INTERNATIONAL INC., a corporation incorporated under the laws of Quebec Province and having a office in the City of Quebec in the Province of Quebec,

(hereinafter called the "Company")

- and -

CIBC MELLON TRUST COMPANY, a trust company incorporated under the laws of Canada and having an office in the City of Toronto in the Province of Ontario,

(hereinafter called "CIBC Mellon")

WHEREAS the Company has resolved to issue rights (the "Rights") to purchase common shares of the Company (the "Common Shares");

AND WHEREAS the Rights are to be issued to Common Shareholders of the Company but delivered only to certain common Shareholders as hereinafter described;

AND WHEREAS by a transfer agency agreement CIBC Mellon acts as registrar and transfer agent at its principal office in the City of Montréal for the Common Shares;

AND WHEREAS the Company deems it expedient that CIBC Mellon act as registrar and transfer agent for the Rights, as custodian of monies tendered upon exercise of the Rights and as agent for the sale of certain of the Rights;

AND WHEREAS the foregoing recitals and statements of fact are made by the Company and not CIBC Mellon.

NOW THEREFORE, in connection of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. Definitions:

1.1 In this Agreement terms with initial capital letters not otherwise defined in this Agreement have the meaning ascribed thereto in this Rights offering short form prospectus (the "Rights Offering Prospectus") under which the Rights are issued a copy of which is attached to this Agreement as Schedule "A":

a) "Agreement" means this Agreement;

b) "Additional Shares" means the number of shares available for subscription after exercise of Rights pursuant to the Additional Subscription Privilege.

c) "Additional Subscription Privilege" means the privilege of certain holders of Rights to subscribe for Additional Shares after the exercise of their Rights.

d) "Business Day" means any day other than a Saturday, Sunday or statutory holiday in Montréal, Québec.

e) "Common Sharcholders" means the holders from time to time of the Common shares of the Company;

f) "Expiry Date" means 5 p.m. (Eastern time), on April 20th, 2007;

g) "Non-Qualified Jurisdiction" means anywhere outside the following provinces: Quebec, Alberta and British Columbia;

h) "Non Qualified Shareholders" means all Common Shareholders whose addresses of record on the Record Date are in a Non-Qualified Jurisdiction;

i) "Record Date" means as at the close of business on March 27, 2007;

j) "Rights Offering Prospectus" means the short form Rights offering prospectus dated March 16, 2007, pursuant to which the Rights are issued, a copy of which is attached hereto as Schedule "A"; and

k) "Subscription Funds" means any and all monies tendered by eligible holders of Rights for the purchase of Common Shares.

2 Appointment of Agent:

2.1 CIBC Mellon is hereby appointed as registrar and transfer agent for the Rights at its principal offices which are set out on page 9 of the Rights Offering Prospectus and CIBC Mellon hereby accepts such appointment upon the terms hereinafter set forth.

2.2 CIBC Mellon shall keep the Company's Rights register (the "Register"), a register of transfers and a supply of unissued Rights certificates and, subject to such instructions as may be from time to time given by the Company through any of its President, Vice President, Finance, Secretary, Assistant - Secretary or other duly authorized officer, and in accordance with the Rights Offering Prospectus CIBC Mellon shall:

a) issue as of the Record Date, to the Common Shareholders, and hold on behalf of the Non-Qualified Shareholders, Rights certificates, as contemplated by the Rights Offering Prospectus, and record the issuance of such certificates on the Register;

b) mail by first class insured mail to each Common Shareholder other than Non-Qualified Shareholders, the Rights certificates representing the Rights issued to the Common Shareholder, a copy of the Rights Offering Prospectus, and a non-postage prepaid return envelope addressed to the CIBC Mellon. To Non-Qualified Shareholders mail a covering letter (if applicable).

c) permit, in accordance with Section 3.4 of this Agreement, transfers of Rights to be made upon the Register by holders of Rights ("Rights Holder") or by their duly authorized attorneys, and cancel Rights certificates surrendered upon such transfers;

d) in accordance with the Rights Offering Prospectus, accept for exercise Rights from holders of Rights (other than Non-Qualified Shareholders), along with Subscription Funds and cancel Rights certificates properly presented for exercise from the Register;

e) until the Expiry Date, make such entries from time to time on the Register as may be necessary in order that the account of each Rights Holder may be properly and accurately kept;

f) supply the Company from time to time, as requested in writing, lists of Rights Holders as shown on the Registrar, showing the name and last known address of each Rights Holder and the number of Rights held by each Rights Holder; and

g) forthwith after the Expiry Date and after all duly tendered subscriptions for Common Shares have been calculated, cancel all Rights from the Register.

3. **The Rights:**

3.1 The Rights will be issued to all Common Shareholders shown on the Common Shares register on the Record Date, will be in fully registered form and will be freely transferable. The Rights will be exercisable in accordance with the Rights Offering Prospectus, but no Rights certificates will be delivered to Non-Qualified Shareholders.

3.2 CIBC Mellon shall be issued a single Rights certificate, in trust, representing all Rights of Non-Qualified Shareholders.

3.3 CIBC Mellon agrees to transfer the Rights of Non-Qualified Shareholders upon the instructions of such Non-Qualified Shareholders given prior to close of business on the tenth Business Day prior to the Expiry Date, provided that such transfer is not made to a resident of a Non-Qualified Jurisdiction. In the absence of instructions by such Non-Qualified Shareholders to transfer their Rights to a designated person prior to the time specified above, CIBC Mellon agrees to use reasonable efforts to sell such Rights thereafter and prior to the Expiry Date at such price or prices at any time or times it determines appropriate in its absolute discretion.

3.4 CIBC Mellon agrees to transfer the Rights certificates of Rights Holders (other than Non-Qualified Shareholders) who instruct CIBC Mellon to transfer their Rights pursuant to duly completed forms on their Rights certificates at any time or times prior to the Expiry Date.

3.5 No charge will be imposed on Rights Holders for Rights sold through CIBC Mellon except brokerage commissions incurred by CIBC Mellon in respect of such sales.

3.6 The net proceeds received by CIBC Mellon from the sale of Rights contemplated in Section 3.3 hereof will be divided pro-rata among the Non-Qualified Shareholders net of all applicable withholding taxes and brokerage commissions. CIBC Mellon shall mail cheques representing the net proceeds from such sales as soon as practicable after the Expiry Date to the parties entitled thereto at the address designated by them or, failing such, at the addresses recorded in the Common Share register or rights Register, as applicable. CIBC Mellon shall not issue cheques representing net proceeds in amounts less than $10 to the Non-Qualified Shareholders.

3.7 In accordance with the Rights Offering Prospectus, CIBC Mellon shall accept subscriptions for shares from Rights Holders entitled to subscribe for Additional Shares pursuant to the exercise of the Additional Subscription along with the Subscription Funds and allocate the additional Shares to those participants in the Additional Subscription Privilege in accordance with the terms and conditions set out in the Rights Offering Prospectus. CIBC Mellon shall send to each holder of Rights exercising the Additional Subscription Privilege and remitting excess funds, a cheque representing the amount of such excess funds (without interest or deduction) paid by such Rights Holder in respect of the subscription for Additional Shares not available to be issued to such Rights Holder.

4 **Appointment of Custodian:**

4.1 CIBC Mellon is hereby appointed as custodian for the receipt and holding of the Subscription Funds and CIBC Mellon hereby accepts such appointment.

4.2 CIBC Mellon is hereby appointed as custodian of Rights of all Non-Qualified Shareholders and of the Rights of all holders of Rights who authorize CIBC Mellon to transfer their Rights and CIBC Mellon hereby accepts such appointment. All such Rights are to be held by CIBC Mellon in trust for the benefit of such persons and dealt with in accordance with Article 3 hereof.

4.3 Immediately upon receipt of any Subscription Funds, CIBC Mellon shall forthwith deposit the same in a trust account maintained by CIBC Mellon for the Company.

5. **Delivery of Subscription Funds:**

5.1 Any subscription Funds which may be received by the Company will promptly be delivered or paid over to CIBC Mellon.

5.2 After the Expiry Date and after the calculation and tabulation of all properly tendered subscriptions, the Subscription Funds will be paid by CIBC Mellon to the Company and the CIBC Mellon shall issue (as soon as practicable) certificates representing the Common Shares subscribed for and purchased.

6. **Interest on Subscription Funds:**

6.1 The Subscription Agent may retain any cash balance held in connection with this Trust Indenture and may, but need not, hold the same in its deposit department, the deposit department of one of its Affiliates or the deposit department of a Canadian chartered bank; but the Trustee, its Affiliates or a Canadian chartered bank shall not be liable to account for any profit to the Company or any other person or entity other than at a rate, if any, established from time to time by the Trustee, its Affiliates or a Canadian chartered bank.

For the purpose of this Section, "Affiliate" means affiliated companies within the meaning of the *Business Corporations Act* (Ontario) ("OBCA"); and includes Canadian Imperial Bank of Commerce, CIBC Mellon Global Securities Services Company and Mellon Bank, N.A. and each of their affiliates within the meaning of the OBCA.

6.2 Interest earned (if any) on Subscription Funds while in the custody of CIBC Mellon shall be paid to the Company pursuant to Section 5.2 hereof.

7. **Covenants by the Company:**

7.1 The Company covenants with CIBC Mellon that:

a) it will pay CIBC Mellon fees for its services hereunder in accordance with the fee schedule which is attached hereto as Schedule "B", and will repay to CIBC Mellon on request the amount of all expenses which CIBC Mellon reasonably incurs in the execution of its duties hereunder, including but not limited to postage, stationery, mailing insurance and telecommunications expenditures and Goods and Services Tax; and

b) it will promptly give notice to CIBC Mellon of any and all changes to the terms and conditions of the Rights which it may resolve to make from time to time and it will prepare and execute any and all documents to amend this Agreement pursuant to any such changes made.

8. Replacement of Lost Rights Certificates:

8.1 The authority of CIBC Mellon shall also extend to the issue as transfer agent and registrar of the Rights any Rights certificate(s), the issue of which may be authorized, in writing, by the Company through any of its Chairman of the Board, Chief Executive Officer, President, Secretary or other duly authorized officer in lieu of a Rights certificate(s) claimed to have been lost, destroyed or stolen.

8.2 The applicant for the issue of a new Rights certificate(s) pursuant to this Section shall bear the cost of the issue thereof and in case of loss, destruction or theft shall, as a condition precedent to the issue thereof, furnish to the Company and to CIBC Mellon such evidence of ownership and of the loss, destruction or theft of the Rights certificate so lost, destroyed or stolen as shall be satisfactory to the Company and to CIBC Mellon in their sole discretion, and such applicant shall also be required to furnish indemnity in amount and form satisfactory to the Company and CIBC Mellon to save each of them harmless, and shall pay the expenses, charges and any taxes applicable thereto to the Company and CIBC Mellon in connection therewith.

8.3 No new Rights certificate(s) shall be issued in lieu of a Rights Certificate(s) claimed to have been lost, destroyed or stolen until an indemnity bond naming CIBC Mellon and the Company as an obligees and otherwise in amount and form satisfactory to the Company and CIBC Mellon shall have been furnished to CIBC Mellon.

9. Indemnity of CIBC Mellon:

9.1 All Subscription Funds, while in the custody of CIBC Mellon, shall be and shall remain at the sole risk and responsibility of CIBC Mellon, and CIBC Mellon shall be liable to the Company for any loss, except a loss of profit, of the Subscription Funds while in the custody of CIBC Mellon.

9.2 The Company hereby indemnifies and saves harmless CIBC Mellon and its directors, officers, employees and agents from and against any and all liabilities, losses, claims, damages, penalties, actions, suits, demands, levies, costs, expenses and disbursements, including any and all reasonable legal and advisory fees and disbursements of whatever kind of nature, which may at any time be suffered by, imposed on, incurred by or asserted against CIBC Mellon, whether groundless or otherwise, howsoever arising from or out of any act, omission or error of CIBC Mellon in connection with its fulfilling its duties under this Agreement, provided CIBC Mellon has acted in good faith, without negligence and in accordance with its obligations hereunder. Notwithstanding any other provision of this Agreement, this indemnity shall survive the removal or resignation of CIBC Mellon in connection with any or all of its duties under this Agreement and the termination of this Agreement.

9.3 Without in any way limiting the generality of the foregoing indemnity, CIBC Mellon may apply at any time to the Company, to counsel for the Company or to its own counsel at the expense of the Company for instructions or advice, and the Company will fully indemnify and hold CIBC Mellon harmless from any liability for any action taken by CIBC Mellon pursuant to such instructions or advice and any applicable legislation, regulation or order, provided it has acted in good faith, without gross negligence and in accordance with its obligations hereunder, or in accordance with or pursuant to such instructions or advice as may be given to it by the President, the Vice President, Finance, the Secretary, the Assistant - Secretary or other duly authorized officer of the Company or by counsel for the Company or by its own counsel. This indemnity shall survive the removal or resignation of CIBC Mellon in connection with any and all of its duties and obligations under this Agreement.

9.4 In no event will CIBC Mellon be liable for special, indirect, consequential or punitive loss or damages of any kind whatsoever (including but not limited to lost profits), even if CIBC Mellon has advised of the possibility of such damages. Any liability of CIBC Mellon will be limited in the aggregate to an amount equal to twelve (12) times the monthly fee paid by the Company. The Transfer Agent shall be under no obligation to prosecute or defend any action or suit in Respect of such agency which may involve it in expenses or liablilities, but will do so at the Request of the Company and the Company shall on request, furnish satisfactory funding and Indemnity against such expenses or liabilities.

10. **Notices:**

10.1 All payments and notices to be made or given pursuant to this Agreement shall be made in writing and mailed by first class insured letter postage prepaid, delivered by hand or, in the case of a notice, delivered by facsimile. Any payment or notice so mailed shall be deemed to have been given and received by the addressee on the third business day next following the day on which such payment or notice is mailed; any payment or notice so delivered shall be deemed to have been given on the delivery date; and, in the case of a notice which is delivered by facsimile, such notice shall be deemed to have been given upon receipt by the sender of a confirmation of successful transmission, at the offices and to the parties at the address shown below. An original of such notice shall be mailed within 3 business days of the transmission of the notice by facsimile:

a) If mailed or delivered by hand to CIBC Mellon:

CIBC Mellon Company
2001 University Street
Suite 1600
Montreal, QC H3A 2A6

Attention: Branch Manager

b) If delivered by facsimile to CIBC Mellon Company:

Facsimile No.: 514-285-3640
Attention: Account Manager

c) If to the Company:

Amadeus International Inc.
400 Jean-Lesage blvd
Suite 500
Québec, QC G1K 8W1

Attention: Frédéric Garand
Facsimile No: 418-525-0909

11. **General:**

11.1 It is understood and agreed that any benefits accruing to the holders of Rights at any time accrue to each and every holder as against the Company alone; in all respects, subject to Article 3 and Section 4.2 hereof, CIBC Mellon shall act as agent of the Company in the execution of its duties assumed hereunder.

11.2 Time shall be of the essence of this Agreement.

11.3 This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

11.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein.

11.5 Subject headings used in this Agreement are for convenience of reference only and shall not affect the construction of interpretation of this Agreement.

11.6 In the event of any inconsistency between the provisions of this Agreement (other than Section 9 hereto) and the Rights Offering Prospectus, the terms of the Rights Offering Prospectus shall govern.

11.7 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

11.8 The parties confirm that they have accepted that this Agreement as well as any other documents relating hereto have been and shall be drawn up in English only. *Les parties aux présentes confirment leur volonté de rédiger exclusivement en langue anglaise la présente convention ainsi que tous les documents s'y rapportant.*

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY.

Per: ______________________
Name: Frédéric Garand
Title: Vice-President, Finance and Chief Financial Officer

CIBC MELLON TRUST COMPANY

Per: ______________________
Name: JEANNINE RIGON
Title: MANAGER. CLIENT RELATIONS

Per: ______________________
Name: ANTONIO IERUOLINO
Title: ASSOCIATE MANAGER CLIENT RELATIONS

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