

Partner Commission Contract of New Customers Intermediation

Preamble

The contract is concluded between

Visa Support und Business Solutions, Theaterplatz 11, 53177 Bonn, hereinafter referred to as "VS",
und

_____ (Contract Form, Appendix 1), hereinafter
referred to as "Agency".

The subject of the contract is confident and long-term collaboration between Agency und VS in the process of visa procurement by the Agency to tourists. To the documentation and as a basis of collaboration the parties agree to conclude the following agreement. For every visa contract, having been acquired through the Agency, and having been paid and not cancelled by a tourist, the Agency becomes its commission.

§1 Contractual Partners' Services

- a. The Agency performs intermediation of (new) clients in the area of visa services for VS. Agency recommends VS to the potential clients, name VS as visa service provider and establish the first conversation contact between parties.
- b. VS pays a brokerage commission for every client intermediated by the Agency.
- c. A client is considered to be intermediated by the Agency, if before naming the client to VS there had been made no business contact by the employees of VS.

§2 Compensation

- a. By the successful intermediation of a client to VS the Agency receives a commission. The commission amounts to 12% plus VAT, to be calculated according to the VS processing fee. (The processing fees can be referred to as the VS placing order)
- b. Should the Agency demand third party participation in particular cases in order to become an advisory mandate from VS, VS is not obliged to pay commission to the third parties.
- c. The commission claim of the Agency will only take place upon payment from the client. The entitlement of commission will take place 14 days after the incoming payment from the client is confirmed.

- d. In the case of contract termination by one party the entitlement to commission is not changed, if the client was intermediated by the agency.
- e. With the payment of the contractual commission all claims are considered to be fulfilled.

§3 Obligations of the parties

- a. Every contracting party is obliged keep the other contracting party informed about the current stand of all mediated contracts and customer acquisitions and provide information on request according to the professional duties, legal regulations or agreement to maintain secrecy. This leads to the following obligations of the parties:

For VS

- a. VS agrees to inform the Agency about any significant changes in the price or scope of visa services.
- b. VS is obliged to timely send all the visa application documents.

For the Agency

- a. The Agency is obliged to promptly inform VS about all changes and/or cancellations of an order by email or over the phone.
- b. The Agency is obliged to refer clients to the General Terms and Conditions of VS prior to concluding the booking.

§4 Liability

- a. Every contracting party is responsible in its own name to hold personal mandates with duties of confidentiality.
- b. Neither party is obliged to give or receive declarations on behalf of the other party, in particular those associated with payments.

§5 Contract Duration

- a. The contract is concluded for an indefinite time and comes into force upon signature.
- b. The contact can be terminated with a notice period of two weeks. The right to immediate termination for grave cause remains unaffected.
- c. Notice of termination must be given in writing.

§6 Confidentiality

- a. The parties are obliged to keep this contract and all the knowledge acquired within the framework of this contract confidential for an unlimited period of time.
- b. The essential cooperation between VS and the Agency is not subject to confidentiality.

§7 Final Provisions

- a. Supplementary agreements, amendments und modifications to this contract are to be made in written form for the purpose of legal clarity and certainty. The requirement of this written form clause can only be waived in writing.
- b. Additional agreements have not been made.
- c. This contract replaces all written or verbal agreements made by the partners with regard to the cooperation agreed before the signing of the contract.
- d. Should individual provisions of the agreement partially or completely become invalid or impracticable, or should the agreement contain any gaps, they will not affect the validity of the other provisions of the agreement. In place of the ineffective provisions or to fill the gap, an appropriate provision shall be deemed to be closest in economic terms to what the parties intended or would have intended if they had considered this point.
- e. The contractual relationship between the parties shall be governed by German law. Legal jurisdiction is Bonn.

Visa Support and Business Solutions GmbH _____

Agency _____