

**GT&C Listing and Selling Travel Packages on the Lineupexplorers.com Internet Platform  
Agency Agreement (Cover Page)**

**Operator (Owner or Agency):**

Company Name: \_\_\_\_\_  
Legal Name: \_\_\_\_\_  
Street address: \_\_\_\_\_  
Zip Code: \_\_\_\_\_  
City: \_\_\_\_\_  
Country: \_\_\_\_\_  
Company registration: \_\_\_\_\_

**Lineupexplorers:**

*Managing Director:* Tim Heising  
Lineupexplorers GmbH  
Kobbendelle 17  
44229 Dortmund  
Germany

Operator and Lineupexplorers (also called parties) enter into an agreement consisting of this cover page plus the following attachment. By signing this agreement the person represents and warrants to Lineupexplorers that the Operator is accurately identified above, and is duly organized as specified above, validly existing, and in good standing in the state specified above, and that he or she is authorized to execute this agreement on the operator's behalf and to bind the operator to the terms and conditions herein.

**The companies agree on following:**

***Referral Fees:***

22.5% of Sales Proceeds from each consumer transaction.

***Listing and Maintenance Fees:***

90 EUR set up fee for the first package.

50 EUR set up fee for every additional package you would like to list.

40 EUR yearly maintenance fee, starting after the first year for every package.

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	Lineupexplorers	Operator
Name:	_____	_____
Title:	_____	_____
Place/ Date Signed:	_____	_____
Signature:	_____	_____

## **1. Operator Product Listing and Orders**

### ***Product Information:***

Operator is the seller and will provide Lineupexplorers with all required product information, will ensure that all information on the website is at all times current, accurate, complete and relevant to the product and will ensure that the Operator's products and offers comply with applicable laws. The operator is also responsible to determine the sales price (including Lineupexplorers' commission) and to keep it updated on the website.

### ***Product Listing and Merchandising:***

Lineupexplorers will list Operator products for sale in the appropriate product categories and will conduct merchandising and promotion of Operator products. Operator acknowledges and agrees that Lineupexplorers may implement mechanisms that rate and/or allow persons to rate and provide feedback regarding Operator products and to make such ratings publicly available.

### ***Booking Processing:***

For each product sold through the platform Lineupexplorers will forward all Booking information to Operator. Lineupexplorers will collect all sales proceeds and will remit all sales proceeds less the referral fees to the Operator on a monthly basis. The costs for money transfers from the client to the Lineupexplorers that may occur (e.g. credit card fees) will be covered by Lineupexplorers. The cost for money transfers from Lineupexplorers to Operator will be covered by the Operator. For all bookings prior 60 days of departure Lineupexplorers will forward a deposit of 10% of the net price at the end of the month. The remainder will be paid at the end of the month and at least one month before departure date. For all bookings within 30 days prior to departure Lineupexplorers will forward the money at the end of the week where Lineupexplorers received the money from the client.

### ***Availability Information:***

Operator will provide availability information on request and within 24 hours. Operator may choose to feed availability information into Lineupexplorers systems. If the Operator chooses to do so he will guarantee accuracy of the availability information.

### ***Quality Standards:***

Lineupexplorers will remain the right to refuse or to remove a listing without further explanation if the product listing does not meet Lineupexplorers' quality criteria or is misleading and inappropriate.

## **2. Sale and Operation, Refunds and Returns**

### ***Operator' Terms & Conditions***

Operator is aware that the contractual agreement of the product sale will be concluded directly between the Operator and the client under usual circumstances. Operator may provide Lineupexplorers with its General Terms & Conditions to make it available to the traveler. In the case that Operators' GT&C contradict Lineupexplorers' GT&C (Booking a Travel Package on the Lineupexplorers.com Internet Platform) then Lineupexplorers' GT&C will overrule the Operator's GT&C. Under certain circumstances (e.g. if a client requires Lineupexplorers to be contractual partner) Lineupexplorers may choose to sell Operator products under the Lineupexplorers name without giving further notice to the Operator.

### ***Sale and Operation***

Operator will: a) operate all products in accordance with its product information, booking information, its General Terms& Conditions, and all applicable laws valid for his operation; b) will ensure that all licenses, permissions and certificates of professional competence which are necessary

for its operation are held; c) ensure that its employees and service providers are regularly trained and qualified for their job; d) ensure that all transportation devices are maintained and roadworthy; e) will ensure that the entity identified on the cover page of this agreement itself is the operator; f) will provide a booking specific travel voucher or written confirmation for each booking that will identify the Operator as the seller to which a customer may make claims against. Lineupexplorers will forward such information to the client. Operator will not send customers emails or contact customer by other means confirming booking of Operator products; d) will ensure that

### ***Claims and Refunds***

Operator will accept and process claims and refunds relating to the Operator products. Operator will determine and calculate the amount of all refunds and will route all such refunds directly to the customer. Lineupexplorers will not refund any referral fees related to the refund to the operator.

## **3. Problems with Operator Products**

### ***Operating Errors***

Operator will be solely responsible and hold Lineupexplorers harmless in regard to any clients claims for any non-performing, misperforming or other mistake or act in connection with the operation and delivery of Operator Products, except to the extent caused by Lineupexplorers' failure to make available to Operator Booking Information as the same was received by Lineupexplorers or resulting from address verification

## **4. Parity with Operator's other sales channels**

### ***Operator's duties to ensure parity***

Operator will ensure that there is at least parity between offerings through all Operator's sales channels (including Operator's own offers, other agencies or the like) and the Lineupexplorers.com platform: a) Operator is making all or more products available on the Lineupexplorers.com platform than the Operator offers through its other sales channels; b) Operator is making all of its vacant capacities available on the Lineupexplorers.com platform; c) Operator's product prices are as low or lower on the Lineupexplorers.com platform than in its other sales channels; d) Operator's services are at least as favorable for Lineupexplorers customers as for customers of other sales channels; e) Operator's content on the Lineupexplorers.com internet platform is at least as complete and accurate and at least of the same quality as in his other sales channels.

### ***Fair Price Guarantee***

In case that the price of comparable product is lower in Operator's other sales channels (including Operator's own offers, other agencies or the like) than on the Lineupexplorers.com Internet platform Lineupexplorers may choose to match that price to guarantee the clients fair prices. The Operator is aware of that and will still grant Lineupexplorers the commission as agreed on the cover sheet.

## **5. Use of Lineupexplorers Transaction Information**

### ***Restrictions***

Operator will not directly or indirectly: a) transfer any Lineupexplorers' Transaction information (e.g. Customer addresses, etc.); b) use Lineupexplorers Transaction information for its own marketing purposes; c) contact a person that has booked with Lineupexplorers without permission of Lineupexplorers or in cases that can be considered an emergency; d) disparage Lineupexplorers.

## **6. Compensation**

### ***Referral Fees***

Operator will pay Lineupexplorers the applicable percentage of the Sales Proceeds as specified on the cover sheet of this agreement.

### ***Listing and Maintenance Fees***

The start-up fee, as specified on the cover sheet of this agreement, has to be paid right after the signed agreement is received by Lineupexplorers. This implies that Lineupexplorers will only start the product listing after the start-up fee is paid. The yearly maintenance fees will be invoiced either in June or December after your first full 12 months.

### ***General***

Except as expressly provided otherwise in this agreement, each party will be responsible for all costs and expenses incurred by it in performing its obligations under this agreement. Lineupexplorers will reasonably determine referral fees applicable to each transaction based on the product sold and the referral fee information on the cover page. Lineupexplorers reserves the right to invoice Operator for amounts due and not otherwise paid to Lineupexplorers and the Operator will promptly pay that amount if justified.

## **7. Propriety Rights and Licenses**

### ***Content , Trademark and Product Information License***

The Operator hereby grants to Lineupexplorers a royalty free, non exclusive, worldwide, irrevocable right and license to: a) use, display and distribute any content, trademarks and/or product information provided by the operator. This includes all text and media which is published on the operators website and which Lineupexplorers copies to Lineupexplorers.com; b) adapt, modify , re-format and create derivative works of content and product information.

## **8. Representations, Declarations and Guarantees; Indemnity**

### ***Representations, Declarations and Guarantees***

Each party represents, warrants and declares and guarantees to the other that: a) it is a Person duly organized, validly existing and in good standing; b) it has all requisite right, power and authority to enter into this agreement and perform its obligations and grant the rights, licenses and authorizations it grants hereunder; c) this Agreement has been duly authorized, executed and delivered by such Party, and constitutes its legal, valid and binding obligations enforceable against it in accordance with its terms; and d) it will comply with all applicable Laws in its performance of its obligations and exercise of its rights under this Agreement.

### ***Indemnification***

Each of Lineupexplorers and Operator will defend, indemnify and hold harmless the other party from and against any and all claims, costs, losses, damages, judgments, penalties, interest and expenses arising out of any claim. Each party will cooperate with the other party to avoid claims or to keep damages arising out claims as low as possible.

## **9. Disclaimers**

### ***Disclaimers***

EACH PARTY HEREBY WAIVES AND DISCLAIMS ANY REPRESENTATION, WARRANTY, DECLARATIONS OR GUARANTEES REGARDING (A) THE OPERATION OF THE LINEUPEXPLORERS.com SITE, (B) THE AMOUNT OF SALES PROCEEDS OR OTHER REVENUES THAT MAY OCCUR DURING THE TERM, AND

(C) ANY ECONOMIC OR OTHER BENEFIT THAT THE OTHER PARTY MIGHT OBTAIN THROUGH ITS PARTICIPATION IN OR PERFORMANCE UNDER THIS AGREEMENT.

## 10. Term and Termination

### **General**

The Term of this agreement will commence on the effective date and will continue thereafter until terminated by either party as permitted. Either party may terminate the term: a) at any time after the 2<sup>nd</sup> anniversary of the launch date, without cause, upon 30 calendar days prior written notice delivered to the other party; b) at any time during the term of the agreement if the other party materially breaches its obligations hereunder.

## 11. Miscellaneous

### **Tax Matters**

#### **For european and non european operators:**

As between the Parties Operator will be responsible for the collection and payment of any and all Operator Taxes. The Operator agrees that it is the Operator's responsibility to determine whether VAT, customs duties, bed taxes or tourist taxes, excise taxes or other taxes apply to the sale of Operator Products and to collect, report and remit the correct tax, as applicable, to the appropriate tax authority. Operator agrees that, unless otherwise agreed by Lineupexplorers in advance in writing, the price stated by Operator Products is inclusive of any VAT, customs duty, excise tax or other tax that the Operator may be required to remit in connection with such sale. Operator also agrees that Lineupexplorers is not obliged to determine whether VAT or other taxes apply to any sale of any Operator Products and Lineupexplorers is not responsible for collecting, remitting or reporting any VAT or other taxes arising from such sale.

Without prejudice to the generality of the foregoing:

#### **(a) (important *only for European operators*):**

If Operator is a business that is established in a European Union country and Operator provides Lineupexplorers with Operator's valid VAT registration number (issued by the European Union country in which the Operator's business is established), VAT will not be charged by Lineupexplorers on any referral fees provided the Operator is not established in Germany, and has not supplied a VAT registration number issued by the German authorities. Operator will determine whether VAT on Referral Fees need to be paid in their country and will submit applicable VAT on referral fees to the operator's applicable tax authorities within the "Reverse Charge VAT EU legislations" themselves. The Operator understands that all referral fees and the invoices thereof are excluding any Value Added Taxes that may be payable in the country of the Operator. If the Operator operates in an European country that does not participate in the "Reverse Charge VAT EU legislations" the Operator will notify Lineupexplorers about this fact. Operator hereby gives the following warranties and representations, namely: (i) that the VAT registration number it submits to Lineupexplorers belongs to the business the Operator operates, and that business is established in one of the European Union countries; (ii) that all transactions regarding the services will be business-related transactions made by the business associated with the VAT registration number Operator submits to Lineupexplorers; (iii) that the VAT registration number and all other information provided by Operator is true, accurate and current and Operator will immediately update any such information held by Lineupexplorers in case of any changes;

#### **(b) (important *only for European operators*):**

If Operator is a business that is established in a European Union country and Operator provides Lineupexplorers with a valid VAT registration number that was issued to Operator by a European Union country, Operator agrees to accept electronic VAT invoices in a format and method of delivery as determined by Lineupexplorers.

#### **(c)**

Lineupexplorers reserves the right to request additional information and to confirm the validity of any Operator account information (including without limitation Operator's VAT registration number) from Operator or government authorities and agencies as permitted by law and Operator hereby

irrevocably authorises Lineupexplorers to request and obtain such information from such government authorities and agencies. Further, Operator agrees to provide any such information to Lineupexplorers upon request.

(d)

Lineupexplorers reserves the right to charge Operator any applicable unbilled VAT if Operator provides a VAT registration number that is determined to be invalid.

***Communications***

Both parties will keep terms of this contract confidential

***Independent Contractors***

The parties are independent contractors and neither party will consider or represent itself an employee or agent of the other.

***Jurisdiction***

This Agreement will be governed by the Laws of the Federal Republic of Germany, without reference to its choice of Laws rules. Each Party hereby irrevocably consents to the non-exclusive jurisdiction and venue of the courts of Dortmund City, Germany. The Parties' rights and obligations are not governed by the United Nations Convention on Contracts for the International Sale of Goods.