

DERTOUR DERHOTEL

Agency Agreement

between

DERHOTEL
c/o DERTOUR Deutschland GmbH
Emil-von-Behring-Str.6
60424 Frankfurt

and

the partner agency entering into the Agreement

Whereas the DERHOTEL Hotel Portal is a branch of the business of DERTOUR Deutschland GmbH in Frankfurt. Whereas the travel agency is provided with the facility of making hotel bookings via a link made available by DERHOTEL.

§ 1 Arrangement of offers

DERHOTEL transfers the arrangement of hotel offers which may be booked via DERHOTEL to the sales agency. For this purpose, DERHOTEL provides the sales agency with a partner link via which the sales agency shall execute the bookings.

The accommodation agreement is concluded between the traveller and the service provider (hotel) directly. The contractual duty of DERHOTEL is limited to arrangement of the accommodation services offered.

§ 2 General duties

The sales agency shall notify the customer making the booking of the General Terms and Conditions of DERHOTEL.

The contractual partners shall commit to exercising the due care and attention expected of a responsible businessman whilst procuring all business and shall further commit to maintaining strict confidentiality vis-à-vis third parties with regard to all processes and personal data relating to business transactions and their joint customers.

§ 3 Duties of the sales agency

The sales agency shall commit to notifying customers reserving accommodation services via the DERHOTEL Portal of the respective relevant booking conditions. Such notification shall include the information that the customer and the hotel (service provider) are the sole contractual partners of the accommodation agreement and that the price for the overnight accommodation service shall be settled either at the hotel directly or in advance depending on the conditions applying to the rate offered. Any special requirements shall be directed to the hotel in question. The conditions of cancellation displayed via DERHOTEL

shall apply and the customer's attention shall be drawn to said conditions. The sales agency is further required to notify customers that DERHOTEL is to be informed without delay of any amendments to the booking (cancellation, no show).

§ 4 Commission payment

The sales agency shall receive a relevant commission from DERHOTEL for all overnight accommodation services of which customers have actually availed themselves. No commissions are paid in respect of cancellations and no shows.

The sales agency shall receive a monthly summary of bookings executed via DERHOTEL and shall further receive a list of commission payments. Commissions are only paid for bookings executed via the respective partner login. No commission is paid in respect of bookings made via the DERHOTEL Communication Centre.

The sales agency shall receive a commission of 5% for each booking executed (except no shows and cancellations). Payment shall be made to the sales agency in the month following the completed trip.

Commission payments will either be set off against other claims or transferred to the bank account stated by the sales agency.

§ 5 Hotel contents

The hotel classifications and information provided here are based on details provided by the hotels themselves.

DERHOTEL is unable to accept liability for any errors which may have been made.

§ 6 Term of the Agreement

The present Agreement is concluded for an indefinite term commencing with the date of confirmation by DERHOTEL.

§ 7 Termination/end of the Agreement

The present Agency Agreement may be terminated by either party at any time. Notice of termination shall be to the end of the month.

§ 8 Place of jurisdiction

Place of jurisdiction and fulfilment is Frankfurt am Main.