

AGENCY CONTRACT

between **SUNNY CARS GMBH, PAUL-GERHARDT-ALLEE 42, 81245 MUNICH - GERMANY** (hereafter referred to as Sunny Cars) and

COMPANY AND ADDRESS:

Email:		Internet:	
Tel.:	Fax:	Tax no.:	
Which chain/cooperation you belong to:			

We will transfer your commission to your SEPA bank account. Please fill in your bank details below:

IBAN:	BIC:
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EMPLOYEES	Surname, first name
Owner/partner <input type="radio"/> Mr <input type="radio"/> Ms	
Accounting <input type="radio"/> Mr <input type="radio"/> Ms	
Office manager <input type="radio"/> Mr <input type="radio"/> Ms	
Travel agents <input type="radio"/> Mr <input type="radio"/> Ms	
<input type="radio"/> Mr <input type="radio"/> Ms	
<input type="radio"/> Mr <input type="radio"/> Ms	
<input type="radio"/> Mr <input type="radio"/> Ms	
<input type="radio"/> Mr <input type="radio"/> Ms	
<input type="radio"/> Mr <input type="radio"/> Ms	
<input type="radio"/> Mr <input type="radio"/> Ms	
<input type="radio"/> Mr <input type="radio"/> Ms	
<input type="radio"/> Mr <input type="radio"/> Ms	
<input type="radio"/> Mr <input type="radio"/> Ms	

PRELIMINARY REMARKS

Sunny Cars is a rental car broker and arranges car hire worldwide via car hire companies (Sunny Cars contracting companies).

1. SUBJECT OF THE CONTRACT

- 1.1 The subject of this agreement is the collaboration between the agency and Sunny Cars in arranging rental cars for travellers via the agency. The agency will receive a commission for each hire car contract arranged by the agency and paid for by the traveller.

2. PREREQUISITES FOR COOPERATION

To obtain an agency number from Sunny Cars, the following prerequisites must be met:

- Completed agency details (page 1 agency contract)
- Copy of business registration and proof of registration on commercial register if available
- Signed agency contract (page 3 agency contract)
- Written acceptance of agency contract by Sunny Cars or implied acceptance via orders undertaken by the agency

Please send the documentation

By Email to agency@sunnycars.de

or by mail to:

Sunny Cars GmbH
Paul-Gerhardt-Allee 42
81245 Munich
GERMANY

BOOKING METHODS

Sunny Cars can be booked via the following method:

- Atriis GTP
- By telephone on +49 (0)89 82 99 33 99, by fax on +49 (0)89 82 99 33 66
or by email on reservation@sunnycars.de

3. PAYMENT METHOD

- 3.1 Sunny Cars offers the following payment method when booking via the agency:

3.1.1 Direct collection

Sunny Cars collects the full price for the booked services via direct debit or credit card payment from the customer and pays the agency commission on completion of the rental process.

4. RESPONSIBILITIES

4.1 Sunny Cars

- 4.1.1 Sunny Cars agrees to inform the agency about all major changes in price or scope of services for products via email.

- 4.1.2 Sunny Cars agrees to send travel documents to the agency in good time. The agency will receive this documentation via email.

4.2 Agency

- 4.2.1 The agency agrees to inform Sunny Cars of all changes to or the cancellation of a booking immediately they become aware of said changes.

- 4.2.2 The agency may not advertise prices that vary from the prices offered by Sunny Cars. The agency may not offer any discounts or reductions in prices to its customers without the prior agreement of Sunny Cars.

- 4.2.3 The agency agrees to immediately inform Sunny Cars of all changes in regard to the company, such as new owner, address etc. or if the company is facing the threat of insolvency or starts insolvency proceedings.

- 4.2.4 The agency agrees to make customers aware of the general terms and conditions of Sunny Cars before the conclusion of the booking process.

5. COMMISSION PAYMENTS

- 5.1 The agency will receive **13% basic commission** from Sunny Cars for bookings it arranges that are paid for by travellers.
- 5.2 The commission is based on the value of the service as a whole, i.e. no reductions will be made for taxes or insurance.
- 5.3 With payment of the commission, all claims of the agency for the respective service rendered are settled.
- 5.4 Free cancelled bookings are not subject to commission.

5.5 Graded Commission

Turnover fiscal year: Commission scale:

50.000 EUR/fiscal year	+0,5%
100.000 EUR/fiscal year	+0,5%
150.000 EUR/fiscal year	+0,5%
200.000 EUR/fiscal year	+0,5%
300.000 EUR/fiscal year	+0,5%
400.000 EUR/fiscal year	+0,5%

The commission scale relates to the turnover that is achieved within a fiscal year. A fiscal year always begins on November 1st and ends on October 31st. of the following year.

Canceled bookings are not taken into calculation when calculating turnover.

The scale commission is paid out retrospectively.

6. DURATION OF CONTRACT

- 6.1 This contract is concluded for an unlimited period of time and starts with the written acceptance of this contract by Sunny Cars or its implied acceptance via initial orders arranged by the agency.

The contract can be cancelled by either party in accordance with the periods listed below:

1st contractual year:	1-month cancellation period
2nd contractual year:	2-month cancellation period
3rd and 4th contractual year:	3-month cancellation period
from 5th contractual year onwards:	6-month cancellation period

The right to cancel in exceptional circumstances without serving a cancellation period remains unaffected by this.

7. OTHER

- 7.1 Confidentiality

Both parties agree to keep all information made accessible to them as part of this contract, or information that can be identified as constituting commercial or business secrets for any other reasons, confidential indefinitely and not record the data, pass on the data to a third party or in any way exploit the data, unless appropriate for the fulfilment of contractual purposes. This confidentiality clause applies in particular to the content of this contract.

- 7.2 Please note our current cancellation conditions in our general terms and conditions.

8. FINAL PROVISIONS

- 8.1 This contract details all the agreements between the contractual parties; there are no supplementary agreements.
- 8.2 Changes and additions to this contract must be made in writing. This also applies to any waiver of the requirement for modifications to be made in writing.
- 8.3 If individual provisions of this contract are or become ineffective or non-executable, the effectiveness of the remaining provisions remains unaffected. The ineffective or unfeasible provision shall be replaced by an effective or feasible provision that comes closest to the purpose that the contracting parties were seeking to achieve. The same applies in the event that any regulatory gaps are discovered in this contract.
- 8.4 The relationship between the parties is governed by German law.
- 8.5 The place of jurisdiction, insofar as this can be agreed upon, is Munich.

PLACE, DATE

STAMP/SIGNATURE OF AGENCY OWNER