

## SALES AGENT AGREEMENT

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Between

**iVenture Card L.L.C** Registration No: 1197709, Licence Number 745423. Suite 513, 05<sup>th</sup> Floor, Al Fattan Plaza, Airport Road, Al Garhoud, P.O. Box 20808 | Dubai, United Arab Emirates Trading as iVenture Card Dubai. (**Supplier**)

and

The party detailed in Schedule 1 of this Agreement (**Agent**)

- 1. Agreement:** This agreement forms a contract between the parties which governs the terms upon which Supplier will supply those products as listed in Schedule 2 (**Dubai Passes**) for sale by the Agent.
- 2. Dubai Passes:** The supply of all Dubai Passes to the Agent and any party using the products is subject to the standard product terms and conditions, as amended from time to time, which can be found at [www.iventurecard.com](http://www.iventurecard.com). The range of Dubai Passes, as detailed in Schedule 2, is subject to change at any time and Supplier makes no guarantee or provides no warranty that these products will be available to the Agent at any time. Supplier will use its best endeavors to advise the Agent if of any material changes to the existing Dubai Passes.
- 3. Appointment:** As at the date of this Agreement, Supplier appoints the Agent as its non-exclusive agent for the sale of the Dubai Passes. The Agent is appointed as an independent contractor for these purposes and nothing in this agreement creates any agency, partnership or other form of joint enterprise between Supplier and the Agent.
- 4. Marketing & Sales:** The Agent may offer the Dubai Passes for sale to the general public at the recommended retail price (**RRP**) as advised by the Supplier or as otherwise agreed in writing by the Supplier. In the initial RRP for all Dubai Passes is provided in Schedule 2.
- 5. Procedures:** The Agent will be responsible for processing all orders for the delivery of the Dubai Passes to the end customer in accordance with the sales procedures (**Sales Procedures**) as established by the Supplier. Upon approval of a line of credit (**Credit**) by the Supplier, the Agent may advise the Supplier, in accordance with the Sales Procedures, of the sale of Dubai Passes (each a **Booking**). Upon the acceptance of a Booking, the Dubai Passes will be available to the Agent's customers for collection at the applicable collection location.
- 6. Rates:** The RRP and Wholesale Rates applicable as at the date of this agreement for each Dubai Pass to be supplied by iVenture to the Agent are presented Schedule 2. All RRP and Wholesale Rates are presented in a local currency (**Base Currency**) as indicated in the schedule. The RRP and Wholesale Rates for each Dubai Pass, as presented in their respective Base Currency are subject to change by Supplier by providing the Agent at least at least 1 months prior written notice.
- 7. Payment:**

### **Credit Accounts**

For Agents who have been provided a line of credit, sales made by the Agent for any Dubai Pass, as contained in a Booking, will be invoiced upon collection of the Dubai Pass by the Agent's customer. The Supplier will invoice the Agent for the Booking based on the agreed wholesale rate (**Wholesale Rate**) applicable at the time of the booking (**Booking Date**) in Emirate Dirham (AED). Terms of trade:

- a) Invoices will be generated in AED.
- b) Must be paid within 30 days of the invoice date (**Invoice Due Date**);
- c) Are subject to a late payment fee equal to 0.1% per day for each day past the Invoice Due Date the balance of the invoice due remains outstanding;
- d) Must be paid by electronic funds transfer to the bank account detailed in the invoice. The Agent is responsible for all costs charged by the Agent's bank in processing the electronic funds transfer.
- e) Payments made by Credit Card will incur an additional 3% merchant fee.

In the event that the Agent has made an advance payment to the Supplier as a guarantee for future amounts due (Bond), the Bond is payable in AED and will be returned to the Agent upon Termination of this agreement in accordance with Clause 8 and upon receipt of all monies due by the Agent for all past and future Bookings.

**8. Termination:** This Agreement may be terminated in its entirety:

- a) Immediately by Supplier in the event that the Agent has materially breached any condition of this Agreement; or
- b) By either party providing 3 months written notice to the other party.

**9. General:** These Terms are governed by the laws of United Arab Emirates. The Agent submits to the jurisdiction of the Courts of United Arab Emirates in respect of any dispute arising in relation to the Terms. All notices and correspondence from the Agent shall be addressed to Operations Manager, iVenture Card at the address provided in this Agreement or as otherwise advised in writing.

Any change to this agreement shall only be valid if made in writing and signed by Supplier and agreed with the Agent in writing. The waiver of any terms and conditions for any particular occasion shall not be deemed a waiver of such terms and conditions for any future occasions.



**SCHEDULE 1: AGENT DETAILS**

<b>Company Name</b>					<b>Trading Name</b>			<b>Company Number</b>	
<b>Address</b>									
<b>Street</b>			<b>City</b>		<b>State</b>	<b>Country</b>	<b>Postcode</b>		
<b>General Contact</b>									
<b>Reception Phone</b>			<b>Facsimile</b>		<b>Web Address</b>				
<b>Primary Contact</b>									
<b>Name</b>			<b>Position</b>		<b>Phone</b>				
<b>Email</b>									
<b>Accounts Contact</b>									
<b>Name</b>			<b>Position</b>		<b>Phone</b>				
<b>Email</b>									

**Signed as an agreement between the parties.**

**SIGNED** by an authorised signatory for the  
**IVENTURE CARD L.L.C**

**SIGNED** by an authorised signatory for the  
**AGENT**

\_\_\_\_\_  
Signature of authorised person

\_\_\_\_\_  
Signature of authorised person

\_\_\_\_\_  
Name of authorised person (print)

\_\_\_\_\_  
Name of authorised person (print)

\_\_\_\_\_  
Position of authorised person (print)

\_\_\_\_\_  
Position of authorised person (print)

in the presence of:

in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Agent Company  
Seal/Stamp (if required by Law)

## CREDIT APPLICATION FORM

### APPLICANT DETAILS

Registered Company Name:	
Trading Name(s):	
Registered Company Address:	
Company / Business Licence Number	
Nature of Business	<input type="checkbox"/> Limited Company <input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership
Travel Agent Licence Number (if applicable)	
Accounts Address (if different from Registered Company Address)	
Accounts Contact Name & Title	
Telephone Number	
Fax Number	
Email Address	

### BANK DETAILS

Bank Name:	
Branch Address:	
Swift/Sort Code:	
Account Number:	

### ESTIMATED SALES & SECURITY

Est. Monthly Sales Value:		Security Bond (2 x Est Monthly Sales Value):	
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**REFERENCES**

1. Company Name	
Length of Account Relationship (Yrs)	
Account Contact Person	
Phone Number	

2. Company Name	
Length of Account Relationship (Yrs)	
Account Contact Person	
Phone Number	

3. Company Name	
Length of Account Relationship (Yrs)	
Account Contact Person	
Phone Number	

**AGREEMENT**

I/We confirm that this information is correct and agree to abide with the standard terms of the Sales Agreement and other credit terms of trade as detailed below:

- a. Under the terms of this Credit Application, all goods and services to be supplied to the Agent shall be supplied by (Supplier):

Name:	iVenture Card L.L.C. Registration No: 1197709, Licence Number 745423
Of (Address):	Suite 513, 05 <sup>th</sup> Floor, Al Fattan Plaza, Airport Road, Al Garhoud, P.O. Box 20808   Dubai, United Arab Emirates.

- b. This Credit Application forms a part of the Sales Agreement between the Agent and the Supplier.
- c. The Agent must pay for all orders in accordance with the Sales Agreement on receipt of an order until such time as this Credit Application has been approved by the Supplier.
- d. The Supplier will invoice the Agent for all orders processed by the Supplier for the applicable period (typically a calendar month). The Agent must pay the amount due within 15 days of the Invoice Date.
- e. The Supplier retains the right to request immediate payment from the Agent whereby the Agent has exceeded their Credit balance or has breached any terms of this Credit Application or the Sales Agreement.
- f. The Supplier will charge interest at a rate of 0.25% per day on any monies overdue and the Agent agrees to pay such amount. Any payments received by the Agent will be first

allocated to any accrued interest charges and then to any amounts due of other goods or services provided by the Supplier.

- g. In the event that the Supplier has been required to pay a bond (Bond) as a condition of being provided Credit, the Bond will be paid back to the Agent upon termination of the Sales Agreement and receipt of all monies due and payable by the Agent to the Supplier. The Supplier has the right to offset any monies due by the Agent to the Supplier against the Bond where payment has not been made in accordance with these terms.

**Signed and sealed by a duly authorised representative of the Agent.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Position: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Agent Company  
Seal/Stamp Here  
(if required by law)

**Approved by the Supplier based on those Credit limits set out in the Appendix**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Position: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Please Return completed form to:**

Attention: Accounts Department

Email: [accounts.travel@iventurecard.com](mailto:accounts.travel@iventurecard.com)

Fax: +61 2 9906 4711 (Australia)

**Appendix: Credit Limit Approval (SUPPLIER TO COMPLETE)**

Credit Limited granted (AED Amount): \_\_\_\_\_

Deposit/ Bond Required (AED Amount): \_\_\_\_\_

Notes:

## SALES/BOOKING PROCEDURES

### ADVANCE BOOKINGS

1. On sale of the product, the Agent must immediately advise iVenture of the sale. This advice should contain the following information:
  - a. Your booking reference number
  - b. First Name and Surname of the Customer
  - c. Email of the Customer
  - d. The Estimated Arrival Date (this does not have to be an exact date but should be within 1 month of the date the customer would expect to use the product)
  - e. Product Name and Quantity (if multiple product are booked, the format of the advice should be product name/quantity product name/quantity)
2. The agent will send all booking advices to iVenture by (Tick as appropriate):
  - B2B Portal** [www.iventuretravel.com](http://www.iventuretravel.com) (Login details to be provided on approval of the account)
  - Electronically** utilizing the "iVenture System Interface/API" – documentation to be provided
  - Other**, in accordance with those details outlined below:

3. On receipt of the advice from the agent, iVenture will respond, quoting the agent booking Reference Number (as indicated in item 1.a.i. above) with a unique Activation Code (i.e. Ticket Number) for each item booked and the applicable location which the customer will be required to collect the product from:
  - a. If booking advice received electronically, iVenture will respond with a confirmation message along with the Activation Codes for each item booked.
  - b. If booking advice received by other means, iVenture will respond as follows:

- c. Vouchers issued to the customer must contain:
  - i. All information as set out in Item 2.a. above; and



- ii. The Activation Codes and the Pickup/Collection points for the Products as supplied by the iVenture as set out in Item 2.c. above
- d. Cancellations / Amendments
  - i. Bookings may NOT be altered but may be cancelled at any time by the Agent. Once a Booking is cancelled it may be rebooked at required.
  - ii. iVenture should be advised of all booking cancellations by the same method as indicated in Item 2.b. above.
  - iii. iVenture reserves it right to charge the Agent for any bookings not cancelled.



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[www.iventurecard.com](http://www.iventurecard.com)

**SCHEDULE 2: Dubai Pass Product & Price List (RRP & Wholesale Rates)**