



SALES AGENT AGREEMENT

Dated this ____ day of _____ 20 ____

Between

iVenture Card L.L.C Registration No: 1197709, Licence Number 745423. Suite 513, 05th 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**)

Referred to as 'Parties'

Recitals:

- A. The Supplier manages pre-paid tourism related products utilizing its own proprietary transaction processing system.
- B. The Agent sells pre-paid tourism related products.
- C. The Supplier and Agent have agreed to work collaboratively on the distribution of the "Dubai Pass" (**Pass**), a product designed to provide attraction, dining and shopping experiences in Dubai available for sale from 20 November 2017 to 15 February 2018 and travel 26 December 2017 to 21 February 2018.

This is a legal document ("Sales Contract") between you ("Agent") and iVenture Card L.L.C. ("Supplier"). Please read this agreement carefully. By signing this contract, you indicate that you have read and understand this.

THE PARTIES HEREBY AGREE AND ACKNOWLEDGE AS FOLLOWS:

- 1. ORDER CONFIRMATION:** The Agent must complete an Order Confirmation (Appendix A) (7) days prior to dispatch of Pass booking references.
- 2. PAYMENT:** The Agent must pay the Supplier the total, net of Commissions based on the Order Confirmation.
- 3. COMMISSIONS:** The Commission percentages are based on the quantity of Passes pre-purchased (Appendix B).
- 4. PAYMENT TERM:** Payment terms are 7 days prior to dispatch of Pass booking references. If payment is not received by the due date, there may be delays in Agent receiving the Passes.

Payments are to be made to the below bank account in, Emirate Dirham.



Account Name: IVENTURE CARD L.L.C
Bank Name: EMIRATES NBD BANK PJSC
Bank Location: UNITED ARAB EMIRATES
Bank Address: HEAD OFFICE PO BOX 2923, BENIYAS STREET DEIRA DUBAI U A E
Bank SWIFT: EBILAEAD
Account Number: AE840260001015118607401

Agent company name must be included in the payment description and a payment confirmation to be e-mailed to accounts.travel@iventurecard.com.

5. **PRICES:** All prices quoted are subject to change, without notice, at any time prior to Supplier's acceptance of Agent's Order Confirmation, to such prices prevailing at the time of acceptance.
6. **TERM:** This Agreement commences from the date this Agreement is executed until twelve month.
7. **ISSUANCE OF PASS, BOOKING REFERENCE AND OPERATIONS:** Appendix C explains how the pass will be issued and operated.
8. **RETURNS OF UNSOLD PASS BOOKING REFERENCES:** All unredeemed Pass booking references are to be returned to the Supplier no later than 16th March 2018. No refunds will be processed for unredeemed Passes received after the 16th March 2018.
9. **REFUND FOR UNSOLD PASSES:** The Supplier to refund the Agent within thirty (30) days of receiving the unredeemed Pass booking references the value of unredeemed Passes net based on Commission on actual sales quantities
10. **ASSIGNABILITY:** This Sales Contract shall not be assignable by the Agent without the Supplier's written consent.
11. **LIMITATION OF DAMAGES:** In no event shall Supplier be liable for (i) special, indirect, consequential, or punitive damages including but not limited to labor costs incurred by the Agent or (ii) any damages whatsoever resulting from loss of use or profits arising out of or in connection with the goods sold hereunder. In no event shall Supplier's liability exceed the purchase price of the goods in question.
12. **WAIVER:** No waiver of any claim or right arising under this Sales Contract will be effective unless the waiver is in writing and signed by the waiving party.
13. **ENTIRE AGREEMENT:** The parties intend this writing to be the final expression of the terms of their agreement and further intend that this writing be the complete and exclusive statement of all the terms of their agreement.
14. **ATTORNEY FEE PROVISION:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Sales Contract or seeks a declaration of any rights or obligations under this Sales Contract, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.



15. CHOICE OF LAW AND FORUM: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by United Arab Emirates.

Signed as an agreement

For and on behalf of Supplier

For and on behalf of Agent

Director

Director

Witness Signature

Witness Signature

Witness Name (print)

Witness Name (print)

SCHEDULE 1

Company Name:

Trading Name:

Company Number:

Address:

City:

Postcode:

Country:

Primary Contact Name:

Position:

Phone:

Email:



APPENDIX A - ORDER CONFIRMATION

DELIVERED TO AGENT LISTED IN SCHEDULE 1, OR IF DIFFERENT PLEASE PROVIDE DETAILS BELOW:

ORDER CONFIRMATION

This is to confirm that the below packages are ordered by the Agent and to be delivered to the above address on or before the ___ day of _____ 20__.

Package	Gross Price	Net Price	Commission % (Appendix B)	Qty	Total
Pick 3 Flexi Adult (Low)	AED 399.00				
Pick 3 Flexi Adult (High)	AED 425.00				
Pick 3 Flexi Child (Low)	AED 389.00				
Pick 3 Flexi Child (High)	AED 405.00				
3 Day Unlimited Adult (Low)	AED 899.00				
3 Day Unlimited Adult (High)	AED 928.00				
3 Day Unlimited Child (Low)	AED 846.00				
3 Day Unlimited Child (High)	AED 874.00				
TOTAL PAYABLE					

Please sign and return the order confirmation before the redemption codes are dispatched.

Signature : _____

Name : _____

Position : _____



APPENDIX B - COMMISSION

Pre-purchase quantity	% Commission
Between 1 and 500	15.00%
Between 501 and 1,000	17.50%
Over 1,0 01	20.00%

APPENDIX C - BOOKING PROCEDURES

1. The required amount of pre-purchased passes are loaded in the iVenture Card Booking System and a booking reference is generated for each pass.
2. Customer makes booking with agent and is allocated one of the pre-generated booking references for each pass.
3. Customer is directed to redeemspass.com to retrieve their pass or collection information. The customer then enters the booking reference supplied to retrieve the booking and their preferred collection method.