



AGENCY AGREEMENT (non-exclusive)

1. Company INFOBUS s.r.o.,

reg. No. 24245224, VAT. No. CZ24245224,

registered address: Pod Harfou 938/42, 190 00 Prague, Czech Republic,

company incorporated in Commercial Register in Municipal Court in Prague, entry C 196191,

represented by Grigorij Kusc, managing director;

contact details:

phone.: +420 790 88 95 35, **e-mail:** info@infobus.eu

(hereinafter referred to as "Principal" or "INFOBUS")

and

2. Trade company/Individual entrepreneur (Sole proprietor)/Physical person (natural person, individual) (hereinafter referred to as "Agent")

(in this Agreement both Principal and Agent are also referred to as "Contracting Parties" or "Parties")

in accordance with provisions of §§ 2445 - 2454 of Act. No. 89/2012 Coll. (Civil Code)

concluded this

Agency agreement on sales of tickets

I. Preamble

- 1. Principal is a domestic entrepreneur acting in the field of intermediary and administrative services, owning a specialized system for reservation and sales of bus, railway and flight tickets in the form of internet sales platform BusSystem (hereinafter referred to as "BusSystem"), which enables to book and sell bus and railway tickets, i.e the tickets which entitle third parties (hereinafter referred to also as "Customer" or "Passenger") to be transported for the respected fare (hereinafter referred to also as "ticket") by transport operated by third parties, for which Principal ensures ticket sales (hereinafter referred to also as "Carriers"), as well as air transport documents flight tickets (hereinafter referred to also as "flight ticket") which entitle third parties passengers for transportation performed by air companies (for which Principal ensures flight ticket sales for the respected fare on the contract basis), and other services and goods which BusSystem enables to sell.
- 2. Agent declares to be an entrepreneur acting in compliance with Act No. 455/1991 Coll. on business activities, with one of business subjects, among others, being intermediary activity

II. Subject matter of the Agreement

1. Under this Agreement, Agent shall provide services for Principal as stated above. The provided services shall, above all, include mediation in selling bus, railway and flight tickets, as well as other services and goods which BusSystem enables to sell, by means of Agent's appealing (on behalf and in favor of Principal) to third parties, above all, by means of placing on Agent's website an information promo-module which shall include information in any form (static, animated, graphic or text form, containing a link to Principal's website www.infobus.eu of BusSystem, which shall ensure sales of bus, railway and flight tickets, at prices of bus and railway tickets in accordance with rates/tariffs of respective carriers, and flight tickets at prices as determined by Principal in accordance with tariffs and price policies of air companies; the prices of other services and goods are contracted prices. Agent intermediates the sales of bus, railway and flight tickets for Principal solely





in electronic form. Information about prices of bus, railway and flight tickets (rates/tariffs and possible surcharges) of carrier companies shall be available for Agent in up-to-date form on web interface www.infobus.eu; the above-mentioned information shall be regularly updated by Principal.

Should the Parties be interconnected by API (Application Programming Interface), Agent shall obtain from Principal all the above specified data via API communication.

- 2. Agent is not entitled to receive any payments in course of selling bus, railway or flight tickets (as well as other services and goods which BusSystem enables to sell) from customers, neither onto Agent's bank account nor in cash; all sales of bus, railway or flight tickets (as well as other services and goods which BusSystem enables to sell) are carried out solely by means of internet reservation and selling system, and all payments for bus, railway or flight tickets (as well as other services and goods which BusSystem enables to sell) received from customers for sold bus, railway or flight tickets shall be forwarded directly onto bank account determined by Principal and/or by other means determined by Principal.
- 3. Agent undertakes to carry out on his/her behalf in Principal's favor such activities (search for appropriate third persons, ensure communication with such persons, etc.), which should enable Principal to sell to third person or persons bus, railway of flight ticket or tickets (if possible also other services and goods which BusSystem enables to sell).

III.

Commission and payment conditions

- 1. Agent is entitled to obtain commission fee (hereinafter referred to also as "commission") from all sales accomplished between Principal and customers within the contracted boundaries determined by this Agreement, if such sales were mediated by Agent.
- 2. Commission for such mediation as mentioned above is determined upon agreement and corresponds to the total sum of prices of each sold ticket, if applicable the total sum of prices of other services and goods which BusSystem enables to sell, if their sales where mediated by Agent's actions in the corresponding period (on the condition that the price was duly paid by customer, and the bus, railway or flight ticket or tickets were used).
 - 2.1. Agent's commission for soled bus and railway tickets by Agent shall be calculated on the following basis:
 - a) 5 % of the total sum of sold tickets and related services;
 - 2.2. Agent's commission for soled air tickets is 4 EUR for each air ticket sold and does not depend on the price of air ticket or from total amount of sales for the calendar month.
- 3. Commission shall be paid to Agent, if the minimum commission amount of 30 EUR has been achieved.
- 4. Commission shall not be counted for cancelled orders.
- 5. In order to receive a commission under this agreement, the Agent fills out into the personal account its bank details in the international format IBAN account and SWIFT code or PayPal account name.
- 6. All possible Agent's costs, which may arise from this Agreement, are already included in the commission. For resolving, all other matters related to commission Parties shall refer to the currently valid Civil Code.
- 7. Agent's commission shall be paid on the basis of billing statement on sold bus, railway and flight tickets and other services and goods which BusSystem enables to sell (sales report shall include the list of sold tickets and other services, total amount of revenue gained, calculation of Agent's commission fee amount and the total amount payable to Principal (hereinafter referred to also as "sales report"), which shall be provided by Principal). Parties expressly agree that sales report shall be sent by e-mail onto respective address of the representative indicated in the head of this Agreement.





- 8. The commission shall be paid to Agent onto his/her bank account or by other means specified by Agent upon logging in to his/her user account. If the commission amount of 30 EUR has been achieved, the commission shall be paid till the 15th day of calendar month following the calendar month in which sales of bus, railway or flight tickets or other services were mediated by Agent.
- 9. Agent's commission is calculated only in EUR.
- 10. Principal sets the deadline for receiving commission by Agent in 6 (six) months from the month when Agent got the right for commission receiving i.e. when Agent has achieved the minimum commission amount in 30 EUR. Principal pays commission upon condition that Agent has independently filled in correct bank details into user account. After 6 months from the month (inclusive) when Agent got the right for commission receiving the right for commission receiving is considered invalid if Agent has not fulfilled the abovementioned condition.
- 11. All possible Agent's costs, which may arise from payment procedure (bank transfer fees, payment systems fees, etc.), are already included in the commission.

IV. Relevant market

Agent is entitled/obliged to carry out his/her activity, specified in this Agreement, on any territory without limitations.

V. Duration of the Agreement

The Agreement is concluded for an indefinite period of time, with 1-month notice, which starts on the first day of the month, following that month in which one Party delivered the notice to the other.

VI. Rights and obligations of Parties

- 1. Parties are obliged to inform each other without delay about all circumstances, which may affect fulfilment of this Agreement.
- 2. For the purpose of mediation of sales of bus, railway and flight tickets, as well as other services and goods which BusSystem enables to sell, Principal shall supply Agent with all relevant information regarding this activity and provide the necessary assistance. Among other, Principal shall provide Agent with online connection and access to own reservation and sales system (BusSytem); Principal shall create for Agent personal user account and provide Agent with login and password to this personal user account. Agent will receive login and password to the personal user account immediately after registration to the email address specified during registration. Any expected changes in BusSystem system shall be announced by Principal to Agent not later than 3 days before such changes should occur. Agent is obliged to keep in secrecy the access details to his/her user account (login and password) in order to prevent their misuse, loss or theft, otherwise Agent is liable to full extent for any harm arising from this. Principal is responsible for keeping own reservation and sales system up-to-date and carrying out regular actualization in the way which prevents from doubled reservations or sales. If required, Principal shall provide (to the necessary extend) Agent (and/or his/her employees) with information about BusSystem functions and how to work with it (moreover, all the necessary tools and instructions are always available to the Agent in the personal user account); Principal shall provide Agent the necessary assistance.
- 3. Principal shall provide the list of carriers and bus and railway lines, including detailed description of routes, starting and destination points and particular stops, for which Principal sells the tickets, along with time tables, as well as the list of air companies and flights, for which Principal sells tickets, including prices of bus, railway and flight tickets (rates/tariffs and possible surcharges); these data shall be available for Agent online in up-to-date form on web interface www.infobus.eu; the above mentioned lists shall be regularly updated by Principal in own system.





- 4. Acting as a mediator, Agent is obliged to comply with Principal's instructions. Any deviations from instructions are only allowed if such deviations are inevitable with regard to Principal's interests, and if Principal's consent could not be obtained at proper time. Agent shall act with professional care and respect Principal's interests.
- 5. Agent undertakes to act so that to avoid possible harm and not cause any harm; among other, the representative shall keep the access details to his/her personal user account (login and password) in such a manner which prevents their misuse, loss or theft, otherwise the representative is liable to full extent for any harm arising from this.
- 6. Agent is not allowed to share with third parties any personal data or information obtained from Principal, which may be treated as trade secrets or to which may be applied provisions on trade secrets protection pursuant to settlements on trade secrets as stated in § 2985 of Act No. 89/2012 Coll., Civil Code, nor shall Agent use this information for himself/herself or for third parties, if this might violate Principal's interests. The same applies to information obtained by Agent not directly from Principal, but in course of fulfilling Agent's duties arising from this Agreement, if using this information may cause damage (excluding the cases when such information must be disclosed pursuant to law to courts, competent law enforcement or state authorities). This obligation also remains effective after Agent's termination of mediation activity pursuant to this Agreement. Agent undertakes to use such data or information solely for the purposes of providing services for Principal. Principal reserves the right to consider, whether and to what extent Agent may, in justified cases, disclose such information to third parties, should such disclosure be necessary for providing services in accordance with this Agreement.
- 7. Agent is entitled to state on his website that he is a business partner of INFOBUS. and present here the logo of INFOBUS.
- 8. The Principal expressly prohibits during brokering of sale of bus, railway and flight tickets, as well as other services and goods which BusSystem enables to sell, the use of the word "INFOBUS" in the URL of the broker website (in any context); it is also forbidden to use the URL containing the word "INFOBUS" in the header of the provider's text pages. The same is true of the words strikingly similar to the word "INFOBUS" or that word containing or interchangeable.
- 9. Agent is expressly prohibited from creating groups on any social network on behalf of INFOBUS or groups that might give the impression that INFOBUS is involved in the activities of such a group, as well as present on social networks a logo or other symbols that could be associated with INFOBUS.
- 10. Agent is expressly prohibited from pairing the Principal's websites (web interface www.infobus.eu etc) with any "adult", "pharma" or "casino" theme website, or enable any presentation of such sites in any way linked to the brokering of the sale of bus, railway and flight tickets, as well as other services and goods that BusSystem can sell, for those interested (advertising, redirection, etc.).
- 11. Agent during activities carrying out should strictly allow the next rules of INFOBUS service promoting which were established by Principal.

INFOBUS Service Promotion Rules

Allowed types of traffic:

- ✓ Pop-up advertising
- ✓ Contextual advertising (except advertising on the INFOBUS brand)
- ✓ Traffic from social networks (targeted advertising, ad placement in groups)
- ✓ Banner advertising
- ✓ Teaser advertisement
- ✓ Content pages
- ✓ Click Under
- ✓ Toolbar





- ✓ YouTube (Ad Integration Only)
- ✓ Coupons (only by agreement with an INFOBUS representative)

Prohibited types of traffic:

- Motivated traffic
- Email Newsletter
- Adult 18+
- Pharma
- Gambling
- Doorway traffic
- Create a YouTube channel called INFOBUS
- INFOBUS social network groups and pages creation
- Contextual advertising for the brand INFOBUS, Infobus, infobus, INFOBUS, infobus, etc.

INFOBUS brand advertising that includes the following keywords is prohibited:

INFOBUS / info bus / ИНФОБУС / Інфобус / ИНФО БУС / Інфо бус / infobus eu / infobus ru / infobus ua / INFOBUS caйт / ИНФОБУС сайт / Інфобус сайт / штащигы / byaj,ec / инфобас / Інфобус / інфобас / b2b infobus / b2b iнфобас / b2b инфобус / b2b инфобус / інфобас / b2b инфобус / інфобас / infobus.eu / infobus.ru / infobus.ua / інфобус квитки / инфобус билеты / infobus tickets / infobus квитки / infobus билеты / infobus автобус / infobus автобус / infobus отзывы / infobus відгуки / інфобус відгуки /инфобус отзывы / infobus скидки / infobus знижки / infobus акцій / infobus промокоди / инфобус акции / инфобус скидки / инфобус промокоды / інфобус акцій / інфобус знижки / інфобус промокоди / infobus sale/ infobus discount / Infobus / Infobus reviews / infobus comments / infobus discounts / infobus promo / infobus promotions / infobus sales / infobus promocodes

Brand advertising of INFOBUS competitors, including the names of these companies or brands and words derived from them, is prohibited.

- 12. In case of violation of the service promotion rules by the Agent and the terms of this Agreement, the Principal, upon detection of the fact of violation of the service promotion rules by the Agent and the terms of this Agreement, shall have the right to temporarily restrict the Agent's access to the personal user account in the BusSystem, which makes it impossible to use its functionality. Principal shall notify the Agent of the detected violation and request its immediate elimination to the e-mail address of the Agent specified in the Agreement details. Agent shall make every effort to eliminate the error(s) within the time limits specified in the abovementioned notification. In case of failure of the Agent to comply with the deadlines for error elimination, Principal reserves the full right to terminate cooperation with the Agent under this Agreement and to technically delete the Agent's account from the BusSystem. In addition, Principal keeps, as compensation for breach of the Agreement, the funds constituting the Agent's commission under this Agreement.
- 13. Agent is obliged to provide Principal with all the necessary information related to fulfillment of this Agreement.
- 14. Agent undertakes to store for Principal's needs all relevant documents obtained in relation to fulfillment Agent's duties in accordance with this Agreement, within the period of time, during which such documents might be important for Principal.
- 15. Customers are counted in the real time during the transfer to the website.





VII.

Personal data protection

- 1. Parties undertake to comply the existing law about the protection of personal data in accordance with regulation (EC) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the handling of personal data and on the free transfer of such data, as well as the cancellation of the directive 95/46 / ES and do everything necessary to protect the personal data of customers which have been received or published in connection with the fulfillment of the terms of this agreement.
- 2. If Agent acts as a private person, protection of Agent's personal data is ensured by setting up the system for processing personal data in accordance with regulation (EC) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the handling of personal data and on the free transfer of such data, as well with the relevant Czech laws relating to the protection of personal data. Hereby Agent grants his/her consent with processing of the following personal data: name and surname (name or company name), address of permanent residence or company registered address, identification number, tax identification number, e-mail address, telephone number and bank details, in certain justified cases also date of birth or ID number. Agent is obliged to provide his/her personal data correctly, completely and truthfully; Agent is also obliged to immediately inform Principal about any changes in his/her (relevant) personal data, if such changes occur.
- 3. Principal may authorize a third party to process Agent's personal data as a processor. Except for Principal's employees, persons constituting a commercial concern with Principal, or processor, Agent's personal data shall not be passed over by Principal to third parties without Agent's prior consent. Agent acknowledges that his/her personal data may be passed over to administrative authorities, courts and law enforcement authorities in compliance with legal obligations of Principal.
- 4. Agent's personal data shall be processed during an indefinite period of time. Personal data may be processed both automatically in electronic form and non-automatically in printed form.
- 5. Agent may revoke his/her consent with processing of personal data at any time by sending a written notification onto Principal's address.
- 6. Should Agent assume that Principal or processor performs processing of his/her personal data in such a manner that violates protection of private and personal life or breaches the law, Agent may: a) request explanation; b) request to rectify such situation; this may include blocking, correction, completing or removal of personal data. If Agent's application is found justifiable, Principal or processor shall immediately eliminate the fault. Should Principal or processor reject Agent's request, Agent may address directly the Office for Personal Data Protection. This provision shall not affect Agent's right to address the Office for Personal Data Protection directly.
- 7. Should Agent request information about processing of his/her personal data, Principal is obliged to provide this information. Principal is entitled to request a reasonable charge for providing information pursuant to the previous sentence. The amount of such charge may not exceed the necessary costs of providing the information.
- 8. Agent agrees with Principal's sending information regarding tickets, goods, services and other Principal's activities. Agent also agrees with Principal's sending commercial communications, within reasonable limits.

VIII.

Concluding provisions

- 1. Unless stated otherwise in this Agreement, the legal relations of Parties are governed by corresponding provisions of Act No. 89/2012 Coll. (Civil Code), as amended.
- 2. This Agreement shall be deemed concluded and shall enter into force upon the Agent's acceptance of the Terms and Conditions of cooperation when registering for the affiliate program.





- 3. Principal shall have the right to use (publish) in an adequate manner (so as to prevent mistakes or substitutions) the business name of Agent and/or the logo (graphic mark) of Agent (including the registered trademark) when presenting its activities, in advertising materials and on its websites and on the websites of the companies belonging to the INFOBUS holding; the Agent hereby expresses its unequivocal consent to the abovementioned provisions (at the same time, the Principal shall not be entitled to any additional remuneration for advertising the Agent in the manner specified above). Principal shall be entitled to display and publish the Agent's contacts and the Agents's photo materials on its websites and on the websites of the companies belonging to the INFOBUS holding as well as in the BusSystem system.
- 4. Agent is not authorized to assign or transfer his/her entitlements arising from this Agreement to third persons.
- 5. Principal reserves the right to make changes to the terms of cooperation under this Agreement without the consent of the other party. The actual version of the Agreement will always be available in the Agent's personal user account.
- 6. All notifications and other communication related to this Agreement shall be performed in written form. For correspondence purposes, if one Party has to send a message to the other Party, the following communication means shall be used: a) means of electronic communication (e-mail), the letter shall be deemed delivered at the moment when the sender receives a confirmation of the recipient's mail server that the letter has been delivered or b) postal items by means of postal operator, in this case the postal items shall be sent solely onto the address stated in the head of this Agreement; should any of Parties change its correspondence address without notifying the other Party, which will cause the failure to deliver the postal item, then the postal item shall be deemed as delivered on the day when the sender receives back the postal item as undelivered due to the absence of the recipient on the specified address, the new address being unknown; the same shall be valid in case when the recipient refuses to receive the postal item.
- 7. This Agreement was executed in electronic form. The Agent agrees to the terms of this agreement and confirms this when clicking on the consent at the time of registration for the program.

<u>Participation in the Affiliate Program implies acceptance of these terms and conditions and comes into effect from the moment of registration in the program.</u>