



Affiliate Agreement with Sixt Rent Car

By registering and signing up to Sixt GmbH & Co. Autovermietung KG Affiliate program as Affiliate partner, the Affiliate hereby, acknowledges, accepts and agrees to the terms and conditions of this Affiliate Agreement.

BETWEEN:

Sixt GmbH & Co. Autovermietung KG, a limited Partnership under German law, acting for itself and in its capacity as authorized representative and on behalf of participating subsidiary companies of Sixt AG and the participating franchisees of subsidiaries of Sixt AG, who all individually and collectively hereinafter also are referred to as "Sixt", and

The Affiliate, whose details are set out in the Affiliate Partner Registration Form see (Appendix 1)

IS AGREED THE FOLLOWING:

1. SCOPE OF THIS AGREEMENT

1.1 Sixt provides rental car services via its global network of car rental locations and operates a rent a car online reservation system. Sixt, under this Affiliate Agreement, provides Affiliate with a Microsite-Link to the Sixt reservation system.

1.2 Affiliate intends to promote Sixt services and to offer the Sixt Microsite-Link to its employees and visitors on its web-page in order to place reservations for rental car services. Affiliate agrees to promote the Sixt services and to use the Microsite-Link only in such form terms and on such terms and conditions as set out in this Affiliate Agreement.

1.3 The services provided by Sixt shall include customer services to and for the benefit of the customer. The Affiliate shall promptly refer and/or forward all customer service related issues and questions in respect of the car rental service (including any amendment or cancellation of the reservation) to Sixt.

1.4 This Affiliate Agreement is non-exclusive and the Affiliate acknowledges operating as a non-exclusive distributor of Sixt.

2. COMMISSIONS

For reservation services provided by Affiliate to Sixt, Sixt agrees to pay Affiliate within thirty (30) days following the end of each calendar month a commission equal to **15%** of the time & mileage turnover received by Sixt for any completed rental agreement based on a reservation submitted via the Sixt Microsite-Link. For the avoidance of any doubt, Sixt does not pay any commission for any other charges then time and mileage charges, such as insurances, waivers, airport fees, taxes, fueling or any other amounts that are listed separately in an invoice that Sixt issues to the respective customer; no-shows, cancellations, bad debts and reductions for courtesy reasons are generally not subject to a commission payment.

3. LICENCE, PROPRIETARY MARKS, INTERNET MARKETING

3.1 Without conveying any proprietary right, title or interest in and to Sixt copyrights, patents, trade secrets, trademarks, service marks, logos, graphics and other intellectual property rights, Sixt hereby grants to Affiliate a royalty-free license to use the Microsite-Link solely for purposes of promoting Sixt services pursuant to the terms of this Agreement. Except for the rights expressly provided herein, nothing contained in this Agreement shall give the Affiliate any right, title or interest in or to the other party's intellectual property or the goodwill associated therewith. Sixt may revoke the license to use the Microsite-Link agreed upon in this section any time and without having to give any reasons. Affiliate confirms and assures that (a) it will refrain from providing any information and/or content whatsoever owned and/or relating to Sixt to any entity which carries out price comparison, runs price comparison websites and/or meta search engines and/or any other platform on which price comparison is published in point of sale Germany. Sixt may extend the obligation under this section to other point of sales at any time and without having to give any reasons. For each proved breach of the Affiliates obligations under this section Affiliate will pay a penalty payment to Sixt amounting to € 5,000 (EURO five thousand) and (b) it acts as a reseller and that all contractual relations regarding the brokered Sixt services are exclusively entered into between the customer and Sixt and that Affiliate will under no circumstances use any information received about the customer to advertise or communicate to or with the customer.

3.2 In terms of internet and search engine marketing, Affiliate undertakes not to book/purchase the following search terms (keywords) or keyword combinations related to the Sixt brand: "Sixt", "Sixt Holiday Cars", "sixt.de", "sixt-leasing.de", "www.sixt", "e sixt", "Sixt holiday rent a car", "autohaus24.de", "sixt.fr", "sixt.com", "sixt.es", "sixt.co.uk" and similar. Affiliate further agrees, when building up and / or running Pay per Click (PPC) campaigns in Google, Yahoo, Bing, Ask or similar with targeting generic (e.g. car rental, car hire), mid- or long-tail (e.g. car hire London) keywords to always set the brand "Sixt" as well as all sixt-connected websites i.e. sixt.de, sixt.com, sixt.fr, etc. as negative keyword on campaign level. Affiliate may not use sixt-connected websites or Sixt-connected words as URL, headline and / or advertising text. In case Affiliate will be in breach of either one or more of the above terms and will fail to remedy such breach within 5 days of receiving written notice, specifying the breach and the remedy required, Sixt is entitled to terminate this Affiliate Agreement with immediate effect.

3.3 Affiliate is not allowed to duplicate the Microsite or pass this Microsite-Link on to other distribution partners.

3.4 Affiliate shall not programmatically evaluate and extract content information from any part of a Sixt web-page or a Sixt advertising for any purpose of online or offline marketing.

3.5 Affiliate shall not (directly or indirectly) register, acquire, use, purchase or obtain an internet domain name which incorporates any word or words which are identical, or confusingly or substantially similar to "Sixt", or any variations, translations or misspellings thereof, included as part of the address.

4. MISCELLEANIOUS TERMS

4.1 Affiliate acting as independent company. This Agreement is not intended, nor should anything herein or in any of the arrangements contemplated herein, be construed to create a joint venture. Affiliate may only act in its own name and for its own account as an independent company and has no power of representation on behalf of Sixt. Affiliate is not entitled to assume any liability or enter into any commitment on behalf or in the name of Sixt, whether explicitly or implicitly, or to expose Sixt to any obligation or commitment in whatever form.

4.2 Confidentiality. The parties hereto undertake to treat the terms and conditions of this Agreement and any information they obtain from the other party or from an affiliate, licensee or franchisee of the other party in the performance of this agreement strictly confidential. However the parties hereto may disclose the terms and conditions of this agreement and any information they obtain from the other party, its affiliates, licensees or franchisees to their affiliates, licensees and franchisees if and to the extent these undertake to treat the disclosed information strictly confidential. Furthermore, each party may disclose information to accountants, attorneys and other professional advisors that are under a statutory obligation to treat the disclosed information confidential. For the avoidance of doubt, the undertakings in this section shall neither apply to information that at the time of its disclosure already was publicly available nor in cases in which the disclosing party is under a mandatory statutory obligation to disclose the respective information.

4.3 Termination. Sixt may terminate this agreement at any time without prior notice and without giving any reason. The Affiliate shall not be entitled to make any claims for damages of whatever kind against Sixt due to the termination.

4.4 Completeness. This document represents the complete agreement between Affiliate and Sixt and supersedes any other prior written or oral agreements. It may only be amended in writing and with references to this clause.

Executed By: _____

Title: _____

Date/Signature: _____

Appendix: Affiliate Partner Registration Form



Affiliate Partner Registration Form

Please supply all the information requested below. After registration, you will receive your Sixt Microsite-Link.

General details

Contracting party: _____
Address: _____
City: _____
Zip code: _____
Country: _____
Contact first name: _____
Contact last name: _____
Phone: _____
Fax: _____
Email: _____
VAT number: _____
IATA nr. (if available) _____

Website details

URL / Website: _____
Preferred language: _____
Currency: _____
Payment Type: Pay on Arrival Prepaid

Commission Payments

Commissions will be paid on monthly bases via our fulfillment partner Bottomline by check. If you prefer not to get check payments from Sixt please register through Bottomline. To enroll please visit www.paymode.com/commissionpayments.

If you need to obtain your validation code, please email unpayments@paymode.com with your agent ID number.

Executed By: _____
Title: _____
Date/Signature: _____

Please return this form and the executed Affiliate Agreement to your local contact at Sixt (office@sixt.cz).