

SALES PARTNER CONTRACT Between

DNASTAY.COM (Digital Nomad Accommodation d.o.o.),

Ulica grada Vukovara 284, 10 000 Zagreb, Croatia

(Hereafter referred to as "DNASTAY.COM")

And

Company Name: _____ Address: _____

(Hereafter referred to as "partner company")

§ 1 Introduction

Partner company is a provider of holiday rental properties in _____ (country), offering about _____ properties from house owners and local partners.

DNASTAY.COM is running a booking platform where customers can search, book and compare holiday rental properties and rental apartments. Partner company and DNASTAY.COM have agreed on a non-exclusive commercial cooperation, whereby partner company's rental properties are supplied to DNASTAY.COM in order to present the properties through DNASTAY.COM website(s).

§ 2 Cooperation

2.1 Partner company makes all its products available to DNASTAY.COM through XML or another data export (API) or manually to DNASTAY.COM database. DNASTAY.COM will create and maintain the necessary technical integration in order to present partner company products.

2.2. DNASTAY.COM will secure that all data received from partner company (pictures, texts, house data, payment methods, terms and conditions etc.) is presented correctly, according to the partner company's feed configured on DNASTAY.COM.

2.3 DNASTAY.COM will market partner company products through his own websites and related websites, as well as through other various marketing channels. The content of the DNASTAY.COM websites is fully controlled by DNASTAY.COM.

2.4 Rental agreements with customers will be done between customers and partner company directly.

§ 3 Booking Process

3.1 The booking process takes place on the websites of DNASTAY.COM. For the booking process at DNASTAY.COM, customers will have to actively accept DNASTAY.COM and partner company's rental conditions.

3.2 Customer payments will be done directly to partner company through the available payment methods (credit cards, bank transfers, etc.).

3.3 Partner company will send vouchers and other relevant information directly to the customers via e-mail.

3.4 Partner Company allows DNASTAY.COM to convert the price of the property and extra costs to the relevant currency for the domain where the property is published. DNASTAY.COM will use daily exchange rates through <https://openexchangerates.org/> to convert the price.

3.5 Partner Company will use DNASTAY.COM standard Terms and Conditions for all bookings made on the site.

3.6 Partner Company will choose one of the cancellation policies offered by DNASTAY.COM. Cancellation policies offered by DNASTAY.COM are presented on the Partner Portal of DNASTAY.COM. Partner Company agrees to the selected cancellation policy terms and agrees to apply selected cancellation policy terms to all DNASTAY.COM bookings.

3.7 DNASTAY.COM will use the information sent by the Partner Company through the Partner Portal to configure the properties. All information must be valid, and in case of changes Partner Company is responsible for notifying DNASTAY.COM.

§ 4 Sales Commission

4.1 For each booking of the partner company's products through DNASTAY.COM sales channels, DNASTAY.COM is entitled to receive a commission of 8% of the net booking value.

4.2 The sales commission is calculated on the basis of the net rental price. In case of cancellation DNASTAY.COM is entitled to the agreed commission of any fees paid by the customer. No commission is paid for add-on services (cleaning, linen, etc.).

4.3 Commission relevant adaptations have to be agreed upon between the two parties.

§ 5 Reporting and Payment

5.1 DNASTAY.COM will receive from partner company a report of the bookings made by DNASTAY.COM for the partner company. DNASTAY.COM will charge the partner company according to this report. Cancellations must be registered with DNASTAY.COM. Any bookings in the report that are not shown as cancelled will be charged at the full commission rate.

5.2 The invoice will be sent to the Partner company by DNASTAY.COM within one month after Check-in. Payment is due within 14 days after receipt of the invoice via SEPA mandate (to fill in and sign at the bottom of the contract). The EU VAT ID (reverse charge) shall apply. Therefore, if applicable, the partner company has to provide DNASTay.com with its EU VAT ID. Partner Company must transfer the due commissions to DNASTAY.COM bank account: RAIFFEISENBANK AUSTRIA D.D. ZAGREB; IBAN: HR4324 8400 8113 5211 721; BIC: RZBHHR2X or, when applicable, enable the SEPA direct debit method by filling in the attached form.

§ 6 Duration

The partners agree that the contract takes effect upon signature by both parties. The contract shall remain active with unlimited duration.

§ 7 Termination

Each contracting party may terminate the contract towards the end of each quarter with a 30 day notice time. Notice about the termination of this contract must be given in writing.

§ 8 Confidentiality

8.1 The content of this contract is confidential, and should be kept secret to any third party.

8.2 However both parties have the right to market the commercial partnership towards customers and relevant commercial partners.

§ 9 Disclaimers

9.1 The partner company and DNASTAY.COM guarantee themselves a non-exclusive, worldwide, royalty-free license, for logos and trademarks for the duration of this cooperation agreement. 9.2 The partner company and DNASTAY.COM reserve all rights to graphics, images, text, source code, brand names and all other intellectual property contained on the respective websites.

9.2 Partner Company grants DNASTAY.COM permission to use all images received in the feed for Public Relations during the duration of this contract, including but not limited to use on the DNASTAY.COM website(s), social media platforms and DNASTAY.COM related press. Whenever one or more of the Partner Company's images are used, textual credit will be explicitly given to the Partner Company. DNASTAY.COM is not obligated to utilize this right.

§ 10 Governing Law and Jurisdiction

10.1 This cooperation agreement shall be governed in all parts by the laws of the Republic of Croatia. Both parties agree that they are subject exclusively to the jurisdiction of Croatian courts, regardless of the choice of law. Jurisdiction is Zagreb.

10.2 The partner company holds and has complied with all permits, licenses and other governmental authorizations necessary for conducting, carrying out and continuing its operations and business and it owns, controls or has obtained any and all necessary rights, licenses, permits and clearances for all the rights, title and interest in and to Online Travel Agency Services.

§ 11 Severability Clause

If any provision of this co-operation agreement for any reason whatsoever, in whole or in part, will be invalid, such invalidity shall not affect the validity of the remaining provisions of this cooperation agreement.

In case of any invalidity of individual provisions, the invalid provision shall be replaced by a new valid provision which will replace the invalid provision in equal terms economically and legally and take into account the objective of this cooperation agreement as close as possible.

§ SEPA direct debit

To enable us to collect your invoice by direct debit, please complete the SEPA direct debit mandate at the bottom of the agreement.

In case of any change in bank details in the future, please make sure to inform us in writing with your new bank debit mandate.

Zagreb _____

Place, Date

Digital Nomad Accommodation d.o.o.

Place, Date

Partner company