

**CRUISEHOST**

**Partnering with**  
**CRUISEPOOL SUBAGENCY AGREEMENT**  
**Between CruisePool GmbH & Co. KG and the Subagency**

**1. Parties**

This Subagency Agreement ("Agreement") is entered between:

**(1) CruisePool GmbH & Co. KG**

HRA 42027

Schwalbacher Str. 48, 65760 Eschborn, Germany

VAT: DE220523076

acting as **Online Travel Agent (OTA) and Host Agent / Wholesaler**

Represented by : **Akhil Kapur - Founder & CEO**

(hereinafter: "**CruisePool**")

and

**TRAVELOBUDDY LIMITED**

**50 SALISBURY ROAD**

**TW4 6JQ HOUNSLOW GBR**

Represented by : **Ceri Davies**

(hereinafter: "**Subagency**")

Together, the "Parties."

**2. Preamble**

- A. CruisePool distributes cruise products from global cruise lines and acts as Host Agent for travel agencies worldwide.
- B. CruisePool uses technology provided by **CRUISEHOST Solutions UG**, including CRUISEC, CRUISEA and CRUISE-API ("the System").
- C. The Subagency wishes to sell cruises using CruisePool's System.
- D. CruisePool grants access subject to the terms below.

**3. Term & Renewal**

Duration: **12 months** beginning on the date of signature.  
 Automatic annual renewal unless terminated with 30 days' notice.  
 Bookings created during the Agreement remain subject to it.

**4. Definitions**

**System** – CRUISEC, CRUISEA, CRUISE-API.

**CRUISEA Bookings Module** – records all bookings and commission values.

**CRUISEA Chat** – official communication channel between Subagency and CruisePool.

**Secure Payment Chat** – PCI-compliant encrypted channel for payment data.

**Commissionable Fare** – cruise fare excluding NCCF, port fees, taxes, gratuities, etc.

**Qualifying Booking** – booking made in the System for real passengers.

**Commission Earned** – final commission shown in CRUISEA, payable after travel.

## 5. Use of the System

Bookings must be created **exclusively** through CRUISEC, CRUISEA or CRUISE-API.  
 Bookings outside the System are **not** commissionable.  
 Subagency must follow technical/operational guidelines issued by CruisePool.  
 CruisePool may suspend access for misuse or fraud.

## 6. Recording of Bookings in CRUISEA

All bookings automatically appear in **CRUISEA** → “**Bookings**”.  
 CRUISEA displays for each booking:  
 Commissionable Fare  
 Commission %  
 Commission Earned

CRUISEA is considered the binding reference unless corrected by the cruise line.

## 7. Qualifying Bookings

A booking qualifies for commission only when:

- Created through the System.
- Passenger names are real customers with travel intent.
- Payment data is submitted via the **Secure Payment Chat** only.
- Subagency follows cruise line rules and deadlines.
- No fraudulent or speculative activity exists.
- No violation of sanctions occurs.

CruisePool may reject or cancel non-compliant bookings.

## 8. Non-Qualifying Bookings

No commission is payable for:

- Staff rates / FAM trips
- Net fares
- FCC-only bookings unless allowed
- Cancelled or refunded bookings
- No-show passengers
- Groups (unless agreed in writing)
- Full ship charters
- Fake names or speculative bookings
- Bookings outside the System
- Bookings involving sanctioned jurisdictions

## 9. Commission Provided by CruisePool

### 9.1 Base Commission

The Subagency shall receive the following base commission on the **Commissionable Fare**:  
**Base Commission: 9 %**

### 9.2 Maximum Commission (Optional Tier)

If CruisePool offers tiered commissions:

**Tier Commission (if applicable): \_\_\_\_\_ %**

### 9.3 Commission for Extras (if applicable)

For eligible extras such as drinks, excursions, and packages:

**Extras Commission: 50% of earned commission**

### 9.4 Cruise-Line Specific Commissions (Optional)

If different cruise lines have different commission rates:

MSC: \_\_\_\_\_ %  
 Costa: \_\_\_\_\_ %  
 AIDA: \_\_\_\_\_ %  
 Royal Caribbean: \_\_\_\_\_ %  
 NCL: \_\_\_\_\_ %  
 TUI: \_\_\_\_\_ %  
 Other: \_\_\_\_\_ %

## 10. Commission Structure – General Rules

### 10.1 Commissionable Items

Commission is calculated only on:

Cruise fare  
 Minus NCCF (non-commissionable cruise fare)  
 Minus taxes, port fees, etc.

### 10.2 Non-Commissionable Items

Including but not limited to:

- Port charges
- NCCF
- Taxes
- Gratuities
- Fuel surcharges
- Onboard credits
- Excursions
- Drink packages
- WiFi
- Insurance
- Service charges
- On-board spending

## 11. When Commission Is Earned (After Travel)

Commission becomes earned only after the customer completes the cruise ("after travel").

CruisePool pays commission only after receiving commission from the cruise line.

If a cruise is cancelled or refunded, no commission is due.

This clause supersedes all other payment-related clauses.

## 12. Payment Responsibility

Subagency is responsible for collecting customer payments.

Subagency must follow cruise line deposit and final payment deadlines.

Subagency is liable for:  
chargebacks  
fraudulent card transactions  
customer non-payment  
data-entry errors

CruisePool may cancel unpaid bookings without liability.

### 13. Submission of Payment Information

#### 13.1 Mandatory Secure Payment Chat

All sensitive payment information—including **credit card data**—must be submitted exclusively through the **Secure Payment Chat** inside CRUISEA.

#### 13.2 The ONLY Valid Channel

CruisePool will only process payment data submitted via this method.  
All other methods are invalid.

#### 13.3 Forbidden Payment Channels

These will be rejected immediately:

- Email
- WhatsApp
- SMS
- Phone calls
- PDFs or scanned documents
- External forms

#### 13.4 Liability

Subagency accepts full liability for losses caused by submitting payment data outside the Secure Payment Chat.

### 14. Communication Exclusively Through CRUISEA Chat

#### 14.1 Exclusive Channel

All communication between Subagency and CruisePool must occur **exclusively** through the **CRUISEA Chat**, including:

- refunds
- invoices
- booking changes
- beverage packages
- excursions
- WiFi packages
- spa/health packages
- special requests
- technical questions
- all operational communication

#### 14.2 Single Source of Truth

The CRUISEA Chat:

- is accessible to all Subagency staff
- logs all communication
- attaches messages to active bookings
- archives messages to "Booking History" after travel

### **14.3 Invalid Channels**

CruisePool does **not** accept communication via:

- email
- WhatsApp
- telephone
- social media
- any third-party platform

Messages outside CRUISEA Chat are considered **not received**.

### **15. Amendments, Changes & Cancellations**

- All modifications follow cruise line rules.
- Additional fees are the responsibility of Subagency or passenger.
- CruisePool is not liable for errors caused by Subagency.
- Cancellation penalties follow cruise line policy.

### **16. Sub-Branches & Access**

- All Subagency branches must be declared.
- Each user must use an individual login.
- Login sharing is strictly prohibited.
- CruisePool may restrict access at any time.

### **17. Sanctions & Compliance**

Subagency may not sell to customers from sanctioned regions, including:

- Russia
- Belarus
- Iran
- Syria
- North Korea
- Any territory restricted under EU/German law

CruisePool may block IPs and booking flows.

### **18. Assignment**

Subagency may not assign or transfer rights or System access without written approval.

### **19. Confidentiality**

All commercial terms, commission structures, booking data, and technical documentation are confidential.

### **20. Liability**

CruisePool is not liable for:

- consequential or indirect damages
- loss of profit
- system downtime
- cancellations by cruise lines

disputes or errors caused by Subagency

Maximum liability: **commission actually paid** on the affected booking.

## 21. Termination

CruisePool may terminate:

with 30 days' written notice; or  
immediately if Subagency:

- commits fraud
- sends payment data outside Secure Payment Chat
- communicates outside CRUISEA Chat
- violates sanctions
- misuses the System
- provides fictitious names
- engages in speculative bookings
- harms CruisePool's reputation
- fails to pay

Subagency may terminate with 30 days' notice.

## 22. Governing Law

German law applies.

Jurisdiction: **Frankfurt am Main, Germany.**

## 23. Cruise Lines Covered

All cruise lines available in CRUISEA/CRUISEC, including:

- Aroya
- Azamara
- Carnival
- Celebrity
- Costa
- Cunard
- Celestyal
- Explora Journey
- Holland America
- Lüftner Cruises
- MSC
- Norwegian Cruise Line
- nicko cruises
- Oceania
- P&O
- Princess
- Royal Caribbean
- Seabourn
- TUI
- Viva

CruisePool may add or remove cruise lines.

## 24. Entire Agreement

This Agreement supersedes all prior agreements.

## 25. Signatures

**CruisePool GmbH & Co. KG**

**Cruisehost Solutions UG**  
10:48 AM, 27.11.2025

Signature: *ppa. Alexander Kapur*  
Date :  
Name: Akhil Kapur  
Position: Founder & CEO

**TRAVELOBUDDY LIMITED**

*(Ceri Davies)*  
Signature:  
Date : 11/25/2025  
Name: Ceri Davies  
Position: Owner

© CRUISEHOST Solutions UG (haftungsbeschränkt), Schwalbacher Str. 48, 65760 Eschborn, Deutschland

*AK*