

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