

Mediation Agreement

DEALER/TECHNICIAN CONTRACT

No./2009.

Concluded according to § 269 sec. (2) Slovak Business Law No. 513/1991 Zb. including latter by-laws

Contracting Parties:

Interested Party:

TravelNetCon Global, s.r.o., HQ offices at: Martina Rázusa 1877/14, Lučenec, 984 01 Slovak Republic, IDNo: 36 843 032, Registered in Business Registry of Distric Court in Banská Bystrica, Section: Sro, Record No.: 13712/S, Represented by: **Iveta Feldsam MBA**, Residing at: Modré zeme 5345/22, Lučenec, 984 01, Company Executive

(hereafter also referred to as „**TravelNetCon**“)

and

Mediator:

Company Name:
HQ Office:
Company ID No/Tax ID No:
Registered in Evidence of Commercial Subjects:
Evidence No:
Represented by:
First Name, Last Name, Position:
Email:
Phone:
License No:
Bank Information:.....

(hereafter also referred to as „**dealer/technician**“)

Agree on the Following Mediation Agreement:

Article I. Initial Provisions

The contracting parties from their free will hereby declare a mutual interest in adjusting the manners, means, conditions and fundamental principles of their commercial

cooperation which is aimed at distribution, sales, installation, testing, training and maintenance of MikroTik Routerboard devices (here after also referred to also as „devices“) in the global network of TravelNetCon Hotspots.

Article II.

Subject of this Contract

1. TravelNetCon authorizes with this contract the dealer/technician to contact and to mediate business partners for TravelNetCon Global s.r.o. Consequently, TravelNetCon Global s.r.o. will sign with the mediated business partners a contract about operation of an access point to the Internet. The dealer/technician is entitled to a commission for the mediation of TravelNetCon Global s.r.o. business partners, according to the conditions specified in this contract.
2. Dealer/technician is furthermore authorized to ensure distribution, sales, installation, testing, training and maintenance of MikroTik Routerboard devices in the global network of TravelNetCon Hotspot Operators, according to the conditions specified in this contract using his own name and his own resources.
3. Dealer/technician will buy these devices from the global sales network of MikroTik Company, and will ensure their distribution, resale, testing and maintenance according to the terms specified in this contract using his own name and own resources. The link to the list of authorized resale facilities of the global MikroTik business network can be found at www.travelnetcon.com web site.

Article III.

Rights and Obligations of the Contracting Parties

1. Dealer/technician will purchase the appropriate devices from the global sales network of MikroTik and will resale these to the business partners of TravelNetCon Global s.r.o. – new operators of TravelNetCon Hotspots (here after also referred to as „operators“) – using his own name and resources.
2. Dealer/technician will contact potential operators of TravelNetCon Hotspots according to the „Operation Manual for TravelNetCon Licensed Dealers/technicians,“ with the objective to connect these into the global network of TravelNetCon Hotspots. The „Operation Manual for TravelNetCon Licensed Dealers/technicians,“ can be found at www.travelnetcon.com.
3. Dealer/technician declares that he has the right to sell the appropriate devices according to the conditions specified in this contract, and for the duration of this contract he will fulfill all legal and professional requirements needed for the execution of all activities described as being the subject of this contract.
4. The current list of authorized TravelNetCon licensed dealers/technicians can be found at the www.travelnetcon.sk web site.

5. The contracting parties agree to execute all necessary and relevant measures required for the achievement of best possible results of distribution, sales, installation, testing and maintenance of devices.

Article IV.

General Sales Conditions

1. Delivery of devices specified in this contract is governed by the General Business and Sales Conditions of the MikroTik Global Sales Network (here after also referred to as „General Conditions“). Dealer/Technician acknowledges at the signature of this contract that he is fully aware of the General Conditions, including all amendments and that he will obey and adhere to these without further exceptions.

2. Devices are supplied by the Global Sales Network of MikroTik based on the order of the dealer/technician. The orders must be in a written form and these must be delivered to the specific sales facility of the MikroTik sales network using postal services, fax or email. To attain a formal and legally binding status, phone orders must have a written follow up.

3. The contracting parties agree on immediate and appropriate manner of mutual information about facts concerning quality and safety of devices.

Article V.

Payment Conditions

1. Payment conditions for purchase and sales of devices are governed by General Business and Sales Conditions of MikroTik.

2. Payment conditions for distribution, sales, installation, testing and maintenance of devices in the global network of TravelNetCon are the following:

a. dealer/technician is entitled to keep the one time fee for sales, installation and testing of the device as well as for the short instructional training of the TraveNetCon Hotspot Operator. TravelNetCon recommends this fee to be no higher then 200 EUR for one Hotspot.

b. dealer/technician is entitled to receive a 16% commission (VAT included) for the duration of three years from the time spent by TravelNetCon customers on the internet at the TraveNetCon Hotspot obtained by the dealer/technician.

c. dealer/technician is not entitled to the 16% commission specified in point “c” above, in casethe contact on the new TravelNetCon Hotspot operator was mediated by another dealer/technician requiring the 16% commission. In such a case the conflict over the commission should be resolved according to the provision stated in point “e” article “V” of this contract.

d. dealer/technician is entitled to keep eventual payments and fees for maintenance of the installed devices.

e. TravelNetCon reserves the right to pay only one commission according to points “b” and “c” article “V” of this contract for each, specific TravelNetCon Hotspot. In case of contentious claims on commission of several dealers/technicians on the same TravelNetCon Hotspot, this conflict should be resolved between the involved parties. Actions of TravelNetCon leading toward the transfer of commission will be governed exclusively with the result acquired at the conflict resolution in accordance with the relevant provisions anchored in this contract.

f. Commission of a Dealer/Technician from the monthly Flat Rate paid for the Free HotSpot and Free HotSpot with Free Vouchers Operation is 40% from the actual rate charged during three years from the time the HotSpot is installed. All other clauses of this article of the contract remain unchanged and valid.

3. Commission for the dealer/technician will be transferred by TravelNetCon to the dealer/technician’s account each time when the cumulative sum of commissions from all installed devices will reach 200 EUR, or every month in which the cumulative sum of commissions will reach the value of 200 EUR.

4. Commission for the past period shall be invoiced by the dealer/technician against TravelNetCon. Data for the dealer/technician’s invoice against TravelNetCon are derived from the Internet connection statistics recorded in the Internet Connection Statistics of all business partners of TravelNetCon mediated by the specific dealer/technician.

5. Bank transfer fees related to the transfers of finances according to point “3” article “V” of this contract are paid to full extent by TravelNetCon. In case a dealer/technician would insist on transfer of amounts lower than 200 EUR, the bank transfer fees will be paid by the dealer/technician.

Article VI.

Contract Duration, Cancellation

1. This contract is made for an unspecified duration period and it is valid in full extent from the day of validation with signatures of the involved parties.

2. Contract can be cancelled by any one of the involved parties for no specific reasons. Formal contract cancellation should be in writing and should be delivered to the involved parties. Contract cancellation is valid starting the day of delivery to the involved parties.

3. Cancellation and the following renewal of the contract with the same business partner(s) after the expiration of the three year period will not be considered as a new mediation of new business partner(s) of TravelNetCon, and will not be considered as a legal claim of the dealer/technician for the renewal of payment of commission.

4. In case that at the time of cancellation there are valid orders of goods and services still unfulfilled by the involved contracting parties, these parties are obliged to fulfill the orders as if there was no valid contract cancellation. This provision can be cancelled in case when the involved contracting parties agree to a different arrangement in writing.

5. Contract cancellation will not have any effect on dealer/technician's claim on commission he/she is entitled to receive in accordance with the provisions stated in points "b", "c" and "e" of this contract.

**Article VII.
Final Provisions**

1. Transfer, or passage of rights and obligations stated in this contract to and attorney of the contracting party is possible only under conditions relating to changes in ownership at the involved parties in such manner that the maintenance of the contractual relationship will be in the interest of the other party and this party will agree with the new personal arrangement in writing.
2. Legal relations not regulated, or governed by this contract should be governed by the provisions of the Slovak Business Law.
3. Provision of information by contracting parties to third parties is governed by Slovak Law 428/2002 Z.z. about Personal Data Protection.
4. Resolution of eventual conflicts between contracting parties is governed by Slovak Law.
5. Contract can be changed and amended only in written form with amendments to the existing contract signed by the contracting parties.
6. This contract is executed in two identical copies. Each contracting partner will receive one signed copy of the contract.

In Lučenec, Date

In, Date

Interested Party:

Mediator:

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