**Commercial Agreement**

**Between:**

GARGANOPIU’ T. O. of Albida s.r.l.s.in Petto, 6 71019 VIESTE (FG), Italy

**And: \_\_\_\_\_\_\_\_\_\_\_\_**

This Commercial Agreement regulates the sale of the services by private and affiliated Travel Agencies listed in the annex to this agreement.

The services are described in the catalogues and website of the GARGANOPIU’ Tour Operator.

**1) Duration of the agreement:**

This agreement is only valid from the 01.01.2017 to the 31.12.2017. It is renewable upon an additional agreement written between the parties.

**2) Partnership:**

The Agency’s Management (hereinafter “the Agency”) recognises the GARGANOPIÚ T. O. as a partner Tour Operator.

This means that the Agency communicates to its affiliated agencies the strictly commercial content of this agreement.

**3) Commissions:**

The GARGANOPIÚ T. O. will grant a 13% commission to the Agency (starting from the second reservation during 2017) on all the structures mentioned in the catalogue “Il mio mare 2017” and on the website [www.garganopiu.it](http://www.garganopiu.it). The commission is calculated on face value of the shares in the catalogue with the exception of the membership fees, which are charged by GARGANOPIÙ T. O. Pre- established groups will be net of any taxes.

**4) Payment:**

The Agency undertakes to pay all the monthly departures 15 days before the departure date with a summary account statement.The GARGANOPIÚ T.O. will send the summary account by fax or email within the last day of the departure month.

If the Agency requires a direct payment from the affiliated agencies, these will have to pay the outstanding balance via bank transfer in the name of GARGANOPIÚ T.O. of Albida s.r.l.s. at least 15 days before the client’s departure. Banking details will be provided later on.

**5) Sales incentive plan:**

The GARGANOPIÚ T.O. and the Agency set out an incentive plan that must be applied to the overall turnover of the affiliated agencies: an overriding commission of -0.1% on turnovers higher than € 30.000,000 (three thousand only) made during the year.

The overriding commissions have a retroactive effect, and they won’t be calculated on the agencies’ turnover .

The GARGANOPIÚ T.O will communicate the fulfilment of the commissions, of the achieved level and the amount, if required by the Agency.

The GARGANOPIÚ T.O undertakes to pay the overriding commissions only after the Agency presents the invoices. The Agency is entitled to withhold the overriding commissions from the amounts that still have to be paid.