This Commission Sales Agreement (“Agreement”) is made and effective the 1st of December, 2020.

**Between:**

XX Escape Room (the “Agent”), main address at:

XXXX

**And:**

Exittheroom GmbH. the (“Agency”), with a head office located at:

38122 Braunschweig, Frankfurter Strasse 288.

Whereas the Agency wishes to market and operate the product(s) described in Section 2 the (“Products”);

Whereas Agent is prepared to offer and resell the Product(s) on behalf of the Agency in return for a commission.

It is agreed as follows:

## Selling Rights

* 1. The Agency grants the Agent the right to offer and resell the Product(s) on behalf of the Agency for a period of one year commencing 1st of December, 2020 (“Selling Rights”).
  2. The Agent shall not identify itself as a duly authorized sales agent of the Agency in the course of his efforts to offer and resell the Product(s) on behalf of the Agency and shall offer and resell the Product(s) in his own name.

## Product(s)

* 1. Tickets and coupons for one 60-minute, English-language online escape room game hosted by the Agency and its franchise partners for non-corporate clients, in one of the following rooms: **Bomb, Zombie, Prison, Madness, Japan, Aztec, Voodoo School, Wizard, Murder** (“Game(s)”). Agency reserves the right to modify its portfolio.
  2. Tickets for corporate team building events in English language, hosted in said rooms, organized by the Agent, but hosted by the Agency (“Team Building Event(s)”).

## Orders

* 1. In the case of Games, clients may place reservations on Agency’s white-labelled, rebranded website (https://yourbrand.remoteescaperoom.com/). Agent shall receive a copy of every automatic confirmation email sent to clients.
  2. In the case of Team Building Events, Agent shall purchase team building event tickets directly from the Agency. Agency shall provide voucher codes to Agent to purchase said tickets.
  3. Reservations created via email are not valid reservations. Reservations only become valid once clients (or in the case of Team Building Events, Agent) receive a confirmation email from Agency.

## Product Prices

* 1. In the case of Team Building Events, Agency shall make Team Building Event tickets available for Agent at the price of 70,50 USD. Agent shall advertise and resell said tickets for an unfixed price. Vouchers for Team Building Event tickets shall be provided by Agency after signing present Agreement.
  2. In the case of Games, list price is 141,00 USD. Agency shall receive 70,50 USD for every Game sold through Agent. Agent may offer discount codes to customers. Said discount codes shall only affect the commission received by Agent (see Section 5). Discount code vouchers shall be provided by Agency after signing present Agreement.
  3. Agency reserves the right to change said prices in the case of major exchange rate fluctuation between EUR and USD.

## Commission

* 1. Agent shall only receive commission for successfully hosted games and in the event of cancellation of a Game by the Agency or failure to perform by the Agency for any reason.
  2. In the case of Games, Agent shall receive any and all amount above Agency’s 70,50 USD commission mentioned in Section 4, Paragraph 2. Discount codes offered by the Agent only affect Agent’s commission.
  3. In the case of Team Building Events, Agent shall receive any and all amount above Agency’s 70,50 USD commission mentioned in Section 4, Paragraph 1.
  4. The Agent is not entitled to any compensation for services performed or expenses incurred in connection with this agreement other than as set out in this agreement.
  5. Agent’s commission for sold Games shall be determined by Agency via automatic confirmation email copies sent to Agent. Said automatic confirmation email copies only become valid after successful hosting of Game(s) mentioned in said confirmation email.
  6. Agent’s commission for sold Games shall be paid on the 10th day of every month via bank transfer.

## Linking

1. Agent agrees to placing a link in its homepage’s footer that leads to Agency’s homepage (<https://www.exittheroom.com>).
2. Agent’s failure to do so results a 10,5 USD increase in Games and Team Building Events ticket prices due to Agency – Team Building Event tickets at 70,50 USD and 70,50 USD for every successfully hosted Game.

## Cancellation and refund policy

* 1. In the case of Team Building Events confirmed by the Agency, Agency is entitled to 35 USD for every cancelled Game, regardless of the time of cancellation. Agent shall issue an invoice of 35 USD to the Agency for every cancelled Game in the case of Team Building Event.
  2. Agency takes no responsibility for any agreement signed between the Agent and its customers.
  3. If no payment is received by the Agency 72 hours prior to hosting the Team Building Event, Agency has every right to cancel the Team Building Event.
  4. In the case of Games, Agency takes responsibility for contacting customers and refunding in the case of cancellation. Agency shall not identify itself as the provider of Agent’s services.
  5. In the event of cancellation of a game or failure to perform by the Agency for any reason, any monies prepaid by the Agent shall be fully refunded to their client.

## Confidentiality

* 1. The Agent shall keep the Agency’s business secrets including but not limited to customer, supplier, logistical, financial, research and development information confidential and shall not disclose them to any third party during and after termination of the Selling Rights.

## Product Image

* 1. The Agent shall not do or permit anything to be done to prejudice the market image of the Product(s) of the Agency.
  2. The Agency will not communicate with Agent’s clients in any way that would hinder or negatively impact the relationship of Agent and their clients.
  3. Agency will provide images, videos and text for online marketing to be used by Agent to promote the product(s).
  4. Agent agrees not to alter images and materials provided for marketing without consent of Agency.
  5. Agency takes no responsibility for any false information shared by the Agent.

## Termination of Selling Rights

* 1. If the Agent or Agency break any term of this agreement either party may terminate the Selling Rights on notice in writing.

## Termination Consequences

* 1. On termination of the Selling Rights for any reason, the Agent shall immediately cease offering and reselling the Product(s). Any reference to the product on Agent’s website or social media shall be deleted within 24 hours of termination.
  2. In the case of Agreement termination, Agency shall fulfill the payment obligations of any commission for used vouchers, coupons and tracked purchases remaining.

## Assignment

* 1. The Agent shall not assign the benefit of this agreement or subcontract his obligations under this agreement without the consent in writing of the Agency, which consent be withheld without good reason.

The Parties each hereby execute this Agreement as of 1st of December, 2020.