

Partnership contract for Internet based offers regarding hunting opportunities and travels between

SLS Informationssysteme
Ebrardstr. 112
91054 Erlangen
Germany
herewith called **Global Hunting**

and

Company _____

Address _____

Represented by Mr/Mrs _____

herewith called **Partner**

Subject matter of the contract

- Global Hunting offers outfitters, guides and farmers the possibility to present their hunting business on the Global Hunting internet site .The partner provides Global Hunting with information about the business. Information contain data about the hunting facilities, prices and pictures (if desired).
- The data has to be transmitted through the registration form offered by Global Hunting. The registration form can either be sent by post or e-mail.
- Partners of Global Hunting can use the Global Hunting logo on their web sites. The logo can be downloaded from the Global Hunting web pages. The Logo must not be changed and can only be used as long as the contract between the partner and Global Hunting is upheld. Global Hunting reserves the right to prohibit partners the use of altered but comparable logos, without needing the partner's consent. Should such an occasion arise, Global Hunting will provide the partner with a new unaltered logo, which will have to replace the previously used logo immediately.
- A change of the URL address of the partner's web site does not require a change of the contract with Global Hunting. All rights and obligations as set out in the original contract remain untouched.
- The agreement reached between Global Hunting and partners is neither a commercial nor an employer-employee relationship. Additionally the partnership is not a trade mission as defined in the German code of commercial law. Both parties of the contract agree that it is impossible to claim compensation, e.g. for reasons defined in § 89b of the German code of commercial law.
- The partners agree that their homepages are run independently. It is prohibited to act on behalf of another partner. Global Hunting reserves the right to reject applications.

Obligations of the partner

- The partner ensures to be in commerce; i.e. the partner has to be in a joint-stock company, own a business or be involved in business in any other way in the sense of the German code of commercial law. Proof for meeting these requirements has to be produced on demand. The partner must not be a consumer in the sense of § 14 of the German civil code. Furthermore the contract needs to be undersigned by an authorised representative of the partner's business.
- Global Hunting reserves the right to cancel any contract when wrong data is submitted by a partner. The partner is obliged to take responsibility for all data submitted. Each party represents and warrants to the other that: its site does not post on site that has an interface with it content that advocates violence, is not

libellous, defamatory, obscene, pornographic, "adult-oriented" (including sexually explicit materials of any kind), abusive or overly-violent, does not relate to gambling, the use of illegal substances, sedition or illegal activities, does not advocate or endorse discrimination on the basis of race, ethnicity, gender, religion, sexual orientation or class and does not violate any law or any third party's rights.- The partner is not allowed to present data of Global Hunting on the own web site.

- Commission has to be transferred to Global Hunting immediately after a successful hunting travel. Details about commission are explained in the chapter omission.
- The partners commit themselves to abide by German law as well as the law of their respective home countries when offering hunting opportunities through the Global Hunting web site. Global Hunting is not legally liable for the violation of any third party's rights. In the event of claims made against Global Hunting the partner exempts Global Hunting from any such claims.
- Global hunting is entitled to damages in the event of a violation of the above terms by the partner.

Obligations of Global Hunting

Global Hunting assures to have reserved all rights of available logos, banners, etc.
Global Hunting provides information when requested.

Requests and Applications

Global Hunting reserves the right to reject requests or applications.
Requests or applications are rejected when the client is not credit-worthy.

Commission and fees

Global Hunting receives commission immediately after a successful hunting travel. Commission of 10 % of the amount charged for hunted game is due.

- Commission is due for all charges paid by a hunting guest to the partner of Global Hunting which are related to hunted game. Commission is also due when the partner charges for game which was shot but could not be found.
- Each person who gets in contact with a partner of Global Hunting through the web site of Global Hunting is a client of the partner and object of commission when charged for hunted game. Commission is also due on any future hunting trips arising from contacts established through Global Hunting. Clients will be identified by their e-mail address. The partner has to assure that a valid e-mail address of the client is provided if there is more than one e-mail address in use.
- Commission is to be transferred to the following bank account:

Volksbank Freiburg
BLZ: 680 900 00
Account Nr: 23 66 100

Or via traveller cheque to:

SLS Informationssysteme
Ebrardstr. 112
91001 Erlangen
Germany

Liability

Both parties are held responsible for any criminal intent or negligence. However, Global Hunting shall not be liable to the partners for:

- I) any consequential, incidental, punitive, exemplary, special or indirect damages of any kind, arising out of, under or relating to this Agreement (whether or not advised of the possibility of such damages);
- II) damages of any kind arising out of any failure or delay by Global Hunting in performing any or all of its obligations contained herein if the failure or delay is due to circumstances or cause beyond the reasonable control Global Hunting or its employees, agents or sub-contractors (including, without limitation, action or inaction of any governmental or local authority, civil unrest, war, act of God, industrial disputes, strikes, lock-outs, power failure, computer, electronic or electrical system failure, malfunction or breakdown, failure of the internet transmission or links, hacking of the Global Hunting system, contamination or corruption of the Global Hunting system or software howsoever caused).
- III) Damages under this clause include but are not limited to damages for loss of business reputation, loss of profits or revenues, business interruption, loss of business information, or any other pecuniary loss.

Contractual notice of dismissal

- The contract goes into effect for an unlimited period of time once both parties have signed it. Both parties must keep a four week period of notice should they wish to terminate the contract. The cancellation of the contract must be in writing.
- Both parties have the right to terminate the contract without any period of notice if circumstances arise that are contrary to the partner's interests.
- Particularly valid reasons for Global Hunting to cancel the contract without keeping the period of notice are:
 - Withdrawal of the partner's business license, authorisation etc.
 - Non-commercial use of the partner's web site
 - Arbitrary alteration of the Global Hunting logo, banner, etc. by the partner
 - Non-payment of the commission payable to Global Hunting by the partner
 - Violations of the law
 - Violations of regulations concerning data privacy
 - Significant number of complaints to Global Hunting about the partner
 - Breach of one or more terms of this contract
 - Insolvency or abandonment of the business by the partner
- All claims arising from this contract must be asserted in writing within a period of three months after the cancellation of the contract. All claims thereafter will be void.

Site policies, modification and Serverability

Global Hunting reserves the right to change its web site and policies at any time.

Privacy

Both Parties will keep all personal information as strictly confidential and no personal information will be made available to third parties, unless obliged to do so by law or legal process. Both parties guarantee that employees are made aware of all obliged data.

Disputes

For all disputes which refer to the terms & conditions German law is effective.

Miscellaneous

This agreement expresses the entire understanding of the parties hereto and replaces any and all former agreements, understandings, representations or warranties relating to the subject matter hereof and contains all of the terms, conditions, understandings, representations, warranties, and promises of the parties hereto in connection therewith. No modification, alteration or amendment of this agreement shall be valid or binding unless in writing and signed by the party to be charged with such modification, alteration or amendment. This agreement shall be solely governed by and construed in accordance with the laws of Germany. Should any individual provision of this agreement be or become void or unenforceable, the validity of the remaining provisions hereof shall in no way be affected. In such case the void or unenforceable provisions shall be replaced by valid and enforceable provisions coming as close as possible to the parties' intended economic purpose. Each individual signing on behalf of a party hereto represents and warrants that he or she is duly authorised to execute this agreement on behalf of such party.

Changes, additional agreement written clause

- This contract expresses all agreements reached between Global Hunting and the partner. This contract is final and replaces all former arrangements. Verbal supplementary agreements do not exist.
- No amendments or alterations are needed for this contract to maintain its validity for the legal successor of a partner.
- Amendments or alterations of the agreement must be submitted in writing. Fax and e-mail meet the requirement of the written form.



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