

Travel Advisor Contract

Between Visa Advisory

And

“Visa Advisor”

Term of agreement

This contract hereby retains the Visa Advisory to act as an independent outside salesperson and the Visa Advisory agrees to act in such capacity from the date of your acceptance letter/email.

Advisor’s Fee

Vapo Africa agrees to pay advisor 70% of the total value the customer is paying. If a customer complain of your service, then the payment will not be made until the dispute is resolved.

Your Duties of independent contractor

You are hereby retained by Visa Advisory as a self-employed businessperson to sell Advisory roles to the public in a professional, honest, legal, and ethical manner.

Payment Method

The payment of 70% shall be deposited into the bank account details on your profile within 24 hours of completion of a service.

Business Ethics & Place of work

It is important to work within the jurisdiction of this application as all transactions outside the Vapo Advisory platform will not be considered as services rendered.

Hours

Visa Advisory have provided appointment/time slabs for you to plug into. You may choose whatever hours you are comfortable with. No fixed hours are required by Visa Advisory.

Training

Visa Advisory will provide training sessions should you be interested. This includes online webinars/trainings and offline trainings.

Client information

Visa Advisory client base belongs to Visa Advisory.

Information from Visa Advisory

Visa Advisory will distribute material to you for use. This includes emails to notify you of specials, updates and travel alerts/warnings.

No entitlement to vacation or other benefits as Advisor

As a self-employed individual, you shall not receive or earn any (paid or unpaid) vacation, holiday or sick pay from Visa Advisory and is not covered under Visa Advisory 's medical, dental plan, vision, retirement savings, disability, and life insurance plans.

Services

Visa Advisory has a right to cancel, change, or modify Advisor's services offered with enrollment. Advisor has no control over client's cancelling or changing their services.

Obligations of Advisor

Advisor will not, at any time, either himself/herself, or through, or with the aid or assistance of others, take, misappropriate, or misuse any client list, name, file, credit card/debit card, financial information, book, record or account or other confidential matters of customers.

Termination of Contract

This contract shall be terminated if breached during the contract years

Events causing termination during the contract year:

- The occurrence of circumstances that make it impossible or impracticable for the business of the Visa Advisory to continue;
- The death of Advisor
- The willful or negligent breach of duty, confidentiality, or contract including but not limited to misuse of Visa Advisory or customer data, fraud, convictions, criminal activity/investigations, or illegal or unlawful or unauthorized activity by the Advisor in the course of his/her performance under this agreement;
- Mutual agreement between both the Advisor and Visa Advisory;

- Business restructuring or transfer of ownership of either Advisor or Visa Advisory;
- The continued incapacity on the part of Advisor to perform his/her duties for seven (7) consecutive months); customer accounts with temporary holds do not apply;
- Visa Advisory has been unable to reach the Advisor (via email, phone, or mail) and Visa Advisory receives no communicated response back from the Advisor for at least four (4) months from Visa Advisory initial point of contact;
- Advisor changing Visa Advisory Client account information or Advisor enrolling with Client as an unauthorized representative of Visa Advisory.

If the contract terminates for any of the above reasons during the contract year, Advisor may be ineligible for any future re-enrollment. Visa Advisory reserves the right to cancel Advisor's contract.

The Advisor and/or Visa Advisory must give a written notice (or acknowledgement letter to the other party by email or mail) ten (10) days prior to the termination date.

The Advisor is responsible for informing Visa Advisory of any pending client transactions prior to termination.

Effect of termination on compensation

In the event of the termination of this agreement prior to the completion of its term specified herein, Advisor shall be entitled to the compensation earned by him/her prior to the date of termination as provided for in this agreement computed pro rata up to and including that date; Advisor shall be entitled to no further compensation as of the date of termination, except that which was booked and earned prior to termination. Visa Advisory reserves the right to hold back final payments for up to two (2) months against future debit memos and/or charge backs.

Remedies

Any controversies or claims arising out of, or relating to this agreement, or the making, performance, or interpretation thereof, shall be settled by arbitration in commerce township, in accordance with the rules of the arbitration association then existing, and judgement on the arbitration award may be

entered in any court having jurisdiction over the subject matter of the controversy.

Attorney's fees and costs

If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any relief to which he/she may be entitled.

General provisions

If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

Visa Advisory shall not be liable for any expense incurred or error made by Advisor and shall not be liable to Advisor or any third party or customer for any acts of Advisor. This includes if Visa Advisory has to file an errors & omission (e&o) insurance claim on behalf of the Advisor's error then the Advisor is responsible to pay the e&o insurance deductible if a claim is filed. Advisor agrees unconditionally to reimburse Visa Advisory for any and all charge backs or expenses of any kind, immediately upon presentation of the supporting documentation arising from any reason in connection with Advisor's sale. Advisor shall have no authority to bind, obligate or commit Visa Advisory by any promise or representation unless specifically authorized by Visa Advisory in writing for a particular transaction. In the event any transaction in which Advisor is involved results in dispute, litigation or legal expense, Advisor shall be liable for all expenses connected with such dispute, litigation and/or legal expense. Visa Advisory agrees to perform the services on each sale he/she accepts in a manner in accord with the format which may be proscribed by regulations applicable to the sale and in a manner in conformance with ordinary business custom.

Advisor agrees to waive, release, indemnify and hold harmless Visa Advisory (and its directors, managers, employees, volunteers, affiliates, trustees, insurers, contractors) from any claims or potential claims involving risks, injuries, illness, accident, death, suicide, losses, damages, disabilities, delays, costs, expenses, illegal activity, investigations, lawsuits, complaints, inquiries, mediations, depositions, and disputes.

Meet our acceptance standards (pre-acceptance process) – to ensure the highest standards and to uphold our professional reputation, the Advisor must undergo an approval process for joining Visa Advisory which might include background check. Visa Advisory has the sole discretion to accept or decline any Advisor for any reason whatsoever. As a general guideline, we do not approve Advisors with any financial criminal background history including, but not limited to, writing worthless checks, embezzlement, credit/debit card fraud, identity theft, misrepresentation of yourself, or grand theft.

Complete agreement: modification or waiver

This agreement represents the complete understanding of the parties with respect to the described outside sales relationship. **This contract supercedes all previous written or expressed agreements.** It is not to be amended after the date hereof except by an instrument in writing signed by both parties. No amendment, modification, termination or waiver shall be binding unless in writing and signed by the party against whom the amendment, modification, termination or waiver is sought to be enforced. No waiver of any provisions of this agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

Date:

