



1. What is it all about?

As a brand ambassador, you generate sales on our website. For every sale generated by you, you will receive a predetermined percentage as commission.

2. What about the tax?

If you are based in the same country as us, you will receive your commission statement including the currently applicable VAT.

Here is an example: For example, you receive 119 EURO (100 EURO commission incl. 19 EURO sales tax), the 19 EURO sales tax must be paid to the tax office as sales tax.

If you operate under a small business regulation, you will receive your commission statement excluding the currently applicable VAT. **Here is an example:** For example, you will be paid 100 EURO (100 EURO commission without VAT), no VAT has to be paid to the tax office.

If you are not based in the same country as us, you will receive your commission statement excluding the currently applicable VAT. The reverse charge procedure (§ 13b para. 5 UStG) applies. Please check your statement carefully. If the tax rate does not apply to you, please let us know immediately to avoid complications with your tax office.

3. How billing is done?

The commissions generated are settled one month after the end of a quarter. E.g. quarter 1 is settled on 01.04, etc.. We would like to point out that the brand ambassador himself is responsible for the proper taxation of commissions paid.

The amount of commission to be paid is always based on the net travel price actually invoiced by KoMo to the end customer (price excluding VAT), taking into account non-deliveries, recalls and cancellations.

KoMo provides the brand ambassador with statistics on the commissions generated by providing web access. This statistic is a non-binding guideline; the exact list, including cancellations and refunds, will be included in the commission statement. KoMo reserves the right to deduct refunds to customers for whom commission was originally generated. The access data provided to the brand ambassador may not be passed on to third parties.

4. From when is the commission agreement valid?

KoMo provides the brand ambassador with an online application form. After the brand ambassador has accepted these conditions and sends the completed form to KoMo, the application will be checked by KoMo and, if accepted, confirmed in writing to the brand ambassador. After this confirmation, the agreement is valid.





5. Rights and obligations of the brand ambassador

The Brand Ambassador warrants that his online presence will not contain any depiction or reference to pornographic, violent or discriminatory content, criminal acts or inappropriate language. In addition, the brand ambassador assures to comply with all data protection regulations. Should legal claims be made against KoMo by third parties in this context, the brand ambassador is obliged to indemnify KoMo from these claims, in particular from administrative penalties or damages, including the costs of legal defense.

The brand ambassador acknowledges that the data transmitted to him or by him under this agreement is subject to KoMo's GTCs.

Upon conclusion of the commission agreement, the brand ambassador receives a non-transferable right, terminable at any time, to use the materials made available on KoMo's website for advertising purposes. This right does not include the right to modify or otherwise edit the material provided, unless KoMo grants written permission to do so.

The copyright for all information made available on the KoMo website lies with KoMo.

Both parties undertake to treat transmitted data confidentially and in accordance with the provisions of data protection and to use it only in the context of billing. This obligation shall continue unchanged and indefinitely after termination of this contract. The parties shall oblige their employees to maintain confidentiality to the same extent.

This commission agreement constitutes the sole agreement between the parties with regard to the subject matter of the contract. It replaces any previous agreements, preliminary contracts, etc..

A claim for reimbursement of further expenses and costs in connection with the brand ambassador's advertising activities is excluded.

The brand ambassador acts solely as an intermediary without a contractual relationship between the brand ambassador and the end customer. Invoicing to the customer is carried out by KoMo.

6. Availability of the database/ server

KoMo takes all reasonable technical and personnel precautions to largely rule out server overload or failure. However, 100% availability cannot be guaranteed. The brand ambassador has no warranty claims due to such temporary technical failures.

7. Information provided

No guarantees can be given for price, delivery and availability information or technical data. can be assumed. KoMo reserves the right to change prices for products and services.





8. Termination

This commission agreement may be terminated by either party at any time without stating reasons, in writing or by email. KoMo may permanently exclude a brand ambassador from using the commission agreement exclude a brand ambassador from using the commission agreement (final blocking):

- a) if the brand ambassador has provided incorrect or incomplete contact details when registering, in particular an incorrect or invalid e-mail address.
- b) transfers his web access to a third party for use.
- c) there is another important reason.

In the event of termination, the brand ambassador is obliged to delete all banners, links, images or buttons, for example. The Brand Ambassador has no right of retention or set-off KoMo reserves the right to amend the provisions of this commission agreement at any time. If the commission agreement is not terminated within one week of receipt of the amendment, the amendment shall be deemed to have been accepted.

9. Final provisions

The exclusive place of jurisdiction for all disputes arising from the contractual relationship between the brand ambassador and KoMo is KoMo's registered office. Should any provision of this agreement prove to be invalid, unenforceable or incomplete, this shall not affect the validity of the remaining provisions. The parties hereby undertake to replace the invalid, unenforceable or incomplete provision with a provision that comes as close as possible to the economic purpose of the invalid, unenforceable or incomplete provision according to the joint intention of the parties at the time this agreement was concluded.

There are no verbal collateral agreements to this commission agreement. Additions or amendments to this commission agreement must be made in writing in order to be valid.

10. Contractual partner

KoMo GmbH & Co. KG, Mühlital 4, 6305 Itter, Austria (for brand ambassadors based outside Germany) or *KoMo GmbH, Rupert-Mayer-Straße 44, 81379 Munich, Germany* (for brand ambassadors based in Germany) - hereinafter referred to as „KoMo“ for short - and the brand ambassador.

State: 09.05.2022

