

Conditions of participation for the atraveo GmbH partner programme

As at: 08/2021

Partner agreement

This partner agreement forms the legal basis of the partnership between the Partner (hereinafter referred to as the "Partner") and atraveo GmbH (hereinafter referred to as atraveo) and is binding for both contracting partners.

1. Preamble

1.1 atraveo (hereinafter referred to as "atraveo") acts as the mediator for holiday homes, holiday apartments, and similar accommodation (hereinafter referred to as "holiday accommodation"). The holiday accommodation comes from various providers, in particular tour operators, local agencies, and private owners (hereinafter referred to as "providers"). atraveo acts exclusively as a mediator, and mediates contracts in the name and on account of the providers. Upon placing a booking order, a non-gratuitous agency agreement shall be formed between the customer and atraveo, the object of which is the mediation of holiday accommodation. The mutual rights and duties of the customer and atraveo shall arise unless mandatory legal regulations dictate otherwise from the agreements made in individual cases, from the mediation terms and conditions, and from statutory provisions on the "non-gratuitous management of the affairs of another".

1.2 The contracting partners agree to cooperate with the aim of marketing holiday homes for travel purposes. For the purpose mentioned above, atraveo operates an online booking engine on its websites atraveo and TUI Villas which the Partner is free to use. The features of the booking engine include a search function and a detailed presentation of the Holiday Residences including a description, images, availability and prices. The Partner shall integrate the holiday home market into its website and ensure a flow of visitors (hereinafter referred to as "traffic") via suitable marketing.

1.3 Upon activation, atraveo shall provide the Partner with a partner ID which is also used for tracking.

1.4 The basis of every booking is atraveo GmbH's terms of brokerage in the version valid at the time, as well as the General Terms and Conditions of each provider that atraveo makes available to the customer during the booking process.

2. Obligations of the partner

2.1 Prior to the first booking, the Partner must register with atraveo, providing its complete address, e-mail address, VAT ID number or tax number or entrepreneur certificate and bank account details. The Partner shall immediately notify atraveo in writing of any changes that occur in relation to these details after registration.

2.2 The contracting partner shall ensure that its website identifies it as the operator of the website, pursuant to statutory obligations, and that it fulfils the requirements of the new package-holiday law. In particular, the contractual party shall release atraveo from any liability resulting from the fact that the contractual party provides additional travel services along with the atraveo holiday accommodation.

2.3 The contracting partners undertake to gain the prior written consent of the other contracting partner for the use of any advertising measures in which the company, the domains or the brands of the other partner is mentioned or presented. In relation to search-engine advertising, this also applies to the selection of advertised keywords.

2.4 The contracting partners agree that atraveo is the sole port of call for customers for all questions and enquiries relating to the atraveo online booking engine. In particular, the partner shall not provide customers with any information concerning the properties being offered or existing bookings, but instead shall refer to atraveo as the sole responsible body.

2.5 Customers whose bookings have been initiated via the partner's website shall be the customers of atraveo GmbH or of the provider whose offer has been booked. The contractual party is not permitted to use the customers' data for its own purposes.

2.6 The Partner shall ensure that the content of the website in which the atraveo online booking engine is incorporated does not violate any existing laws of the Federal Republic of Germany, particularly those of relating to glorification of violence or violation of personal rights, and that the content does not violate the rights of third parties.

3. Promotion rebate

3.1 The Partner shall access the atraveo online booking engine via links provided by atraveo. A component of the links is a

Partner ID with which atraveo shall uniquely assign all transactions as the basis for remuneration. The correct technical incorporation of the links is the responsibility of the Partner.

3.2 The promotion rebate shall amount to 4% of the trip or rental price of the respective Holiday Residence, provided there is no alternative agreement. No promotion rebate is paid for the service fee nor on additional services (such as final cleaning and laundering bed linen). The promotion rebate shall only be paid for bookings that are actually executed. There is no entitlement to the promotion rebate for bookings that are cancelled, terminated or prevented for other reasons and/or if the customer has not paid the trip or rental price ? either in full or not at all.

3.3 The promotion rebate is usually settled in the month after the customer's departure via credit note, paid into the bank account stored on atraveo system.

4. Reporting and advertising

4.1 atraveo shall set up online access to the partner area for the Partner, where statistics about visits, bookings and sales can be accessed along with other functions. atraveo shall also generate monthly lists of bookings to be settled (commission settlements).

4.2 The Partner agrees to receive a regular newsletter from atraveo containing information about technical optimisations, new products, etc., within the context of the partnership.

5. Liability

5.1 The partner shall be liable for all damages that arise out of culpable non-compliance or a breach of the provisions of these participation conditions and other instructions from atraveo.

5.2 The partner shall be liable for the content it integrates into its website, and shall release atraveo from any liability for the content of the partner or third parties on the partner website. The partner shall also indemnify atraveo against claims by third parties that result from the fact that the customer is not clearly informed on the partner website about the forwarding of data to atraveo.

6. Data protection

6.1 Both contracting partners shall comply with the applicable data protection regulations and oblige their staff deployed in connection with the agreement to comply with the applicable data protection provisions, unless they already generally required to do so. This concerns the provisions of both the German Federal Data Protection Act and the General Data Protection Regulation (EU) 2016/679. If, under applicable data protection legislation, the contracting partners are obliged in relation to an individual to provide information about the collection, processing or use of the personal data of this individual, the parties shall assist and provide the relevant information.

6.2 The Partner shall ensure that the booking engine, pages or other data made available by atraveo (including geodata about places or regions) is used exclusively for the purposes laid out in this agreement. The Partner shall particularly ensure that

? the data is not used on other websites other than those of the Partner,

? the data is not passed on to third parties under any circumstances; this includes associated and commissioned companies, unless atraveo has given explicit consent in writing for this,

? access data shall be handled confidentially and only be made available to those individuals at the company who are necessarily entrusted with the technical integration of the data, and

? after the partnership has ended, the data shall no longer be used and shall be removed from all data carriers.

7. Duration of contract

This partner agreement begins when the Partner has been approved and given a Partner ID by atraveo. The agreement is concluded for an indefinite period and can be terminated by either contracting partner at any time without having to provide a reason. Termination of the agreement must be issued in writing at a minimum. The right of each party to extraordinary termination for good cause remains unaffected. Bookings made up to the end of the agreement shall be remunerated in accordance with item 3.

8. Confidentiality

The contracting parties undertake to maintain confidentiality with respect to the business and trade secrets disclosed to each other in the partnership, including this agreement and its annexes, as well as cooperation results, including revenue figures, booking lists and statistics. The duty of confidentiality applies in particular to the providers and beyond the end of the agreement.

9. Final provisions

9.1 atraveo reserves the right to change these conditions of participation for the partner programme at any time with future effect. In the partner area, the respective current version of the conditions of participation is kept ready for the information of and acceptance by the Partner from the time of its validity.

9.2 These conditions of participation contain all agreements of the contractual relationship between the Partner and atraveo and supersede all prior agreements, whether written, electronic or verbal.

9.3 The contractual relationship between the Partner and atraveo is subject to the law of the Federal Republic of Germany. Jurisdiction for dealers, persons who have no general place of jurisdiction in Germany and persons who have moved their domicile or habitual residence abroad after conclusion of the agreement or whose domicile or habitual residence at the time of the action is not known, is Düsseldorf (Germany).

9.4 Should any of the above provisions be or become wholly or partially invalid, this shall not affect the validity remaining provisions. The ineffective provision shall be replaced by a provision that comes closest to the economic purpose of the provision to be replaced.

atraveo GmbH

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