

CG TRAVEL

STYLEAGENCY SNC di floris irene & co.

Via Maestro Isacco 12

50127 Florence

francesca@kaomatravel.com

Vat 06653110483

Insurance policy: RC n. 1505002264/M

FILO DIRETTO ASSISTANCE SRL and n.

6006002008/G FILO DIRETTO

ASSISTANCE SRL

WWW.KAOMATRAVEL.COM

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KAOMA
travel

**COLLABORATION AGREEMENT
WITH**

Styleagency SNC DI FLORIS IRENE & CO, fiscal code FLRRNI89D65D612Z resident in Via Giacomo Carissimi 46, 50127, Florence, Italy, email pec: Styleagency@pec.it (hereinafter Styleagency)

1. Definitions

For the purposes of this contract, the following definitions apply:

"StyleAgency" means: Styleagency S.n.c. di Floris Irene & co., a company based in Florence, in Via Maestro Isacco, 12, 50127 Italy, Vat 06653110483;

"Local Agency" means: A company based in the destination country that provides its services in exchange for payment;

"Local Professional" means: An independent local entrepreneur based in the destination country that provides its services in exchange for payment;

"Collaborator" means: "Local Agency" and "Local Professional" who provide their services in exchange for payment (also defined as Collaborators or Collaborator);

"Manager Area" means: A reference figure identified by Styleagency for the selection, recruitment and management of Local Agency and Local Professional;

"Content" means: any content on www.kaomatravel.com or Collaborator Content including texts, images, music, sounds, recordings, videos, information, or other elements;

"SA Content" means: any content made available by Styleagency through the website www.kaomatravel.com, including any content whether it is produced by Styleagency or obtained under license from a third party;

"Collaborator Content" means: any content published, transmitted or shared by a Collaborator on www.kaomatravel.com, more precisely any content entered on the website by the collaborator himself through the "B2B" area, including details of the Collaborator's packages, files and other content entered by the Collaborator;

"Services" means: all information, packages and / or services that can be customized by Collaborators and purchased by Users on the website www.kaomatravel.com;

"User" means: any person browsing the website www.kaomatravel.com;

"My Account" or "B2B area" means: the account, with a personal access key created by Styleagency, for the Collaborator on the website www.kaomatravel.com and through which the collaborator will insert his services and will manage relations with Users and Styleagency.

2. Purpose of these terms and conditions:

2.1 The contractual terms and conditions of this contract apply exclusively to the obligations that have arisen between Styleagency and the Collaborator.

2.2 No change to these conditions will be enforceable against Styleagency unless expressly accepted in writing by Styleagency's legal representative.

2.3 This contract is considered finalized only when the relative copy duly signed by the Collaborator will be signed and accepted by the legal representative of Styleagency.

2.4 Consequently, since Styleagency has its registered office in Italy, this contract will be governed by Italian law.

3. Description

3.1 The Website www.kaomatravel.com is a commercial site that connects Users with Local Agency and Local Professional for the purpose of programming and providing Users with customized packages and / or services.

3.2 Styleagency, through the website www.kaomatravel.com, offers the following Services to Users:

- Information, advice and information sheets;
- Puts in contact the Users with Local Travel Agency and Local Professional specialized in the planning, programming, personalization and realization of travel services and activities and tours connected to it for individuals and companies;
- Puts in contact Users with Local Travel Agency and Local Professional specialized in planning, programming, personalization and realization of lifestyle & shopping services;
- Puts in contact the Users with Local Travel Agency and Local Professional specialized in the planning, programming, personalization and realization of image consulting services, beauty and personal care;
- Puts in contact the Users with Local Travel Agency and Local Professional specialized in the planning, programming, personalization and realization of services of private, corporate events and ceremonies;
- Puts in contact the Users with Local Travel Agency and Local Professional specialized in the planning, programming, personalization and realization of services of interior design, shopping, functional reorganization of the spaces;
- A system of transmission of personal data and collection of secure information for Users, Local travel Agency and Local Professional;
- A secure payment system for User, Local Travel Agency and Local Professional;
- Information and sale of travel insurance after the purchase of travel services;
- Creation and sharing of descriptive and informative material, photos and videos;
- Creation and sharing of testimonials, comments and notices;

- Creation and sharing of user reviews on customized packages and experiences purchased on the Website.

4. Collaboration and provision of services

4.1 The contents and services will be provided in English by the Collaborator.

4.2 Styleagency provides the Collaborator an email address to be used exclusively for all communications with the customer. All communications between the Collaborator and the Users must take place obligatorily and exclusively via this email address. The Collaborator recognizes Styleagency the full right to freely access this email address and to check the communications and documents contained therein and to extract a complete copy of both documents and correspondence exchanges.

4.3 Styleagency provides the Collaborator with the information necessary to log in to the My Account section to upload images, music, sounds, recordings, videos, movies, logos, trademarks, graphics, documents or other elements for the sole purpose of publishing your services and profile.

4.4 The Collaborator inserts its services on the website www.kaomatravel.com.

4.5 In this regard, the Collaborator assumes exclusive legal and financial responsibility towards Styleagency and towards third parties for the images, sounds and music, videos, photos, logos, trademarks, graphics, documents or other elements chosen and published by the same on the website www.kaomatravel.com.

4.6 StyleAgency will evaluate the Collaborator Content and ask for necessary changes and provide its advice to the Collaborator.

4.7 Once the requested changes are made, SyleAgency will authorize the publication of the Services.

4.8 The Collaborator with the publication of such contents acknowledges having the full right and / or the faculty and / or authorization to use them in order to advertise their services and assumes the total and exclusive responsibility of such publication also towards third parties .

4.9 The Collaborator undertakes to leave harmless and in any case to release Styleagency from any patrimonial, non-pecuniary, administrative, tax and criminal liability for the use of images, sounds and music, videos, photos, logos, trademarks, graphics, documents or other elements chosen by the same and published on the website www.kaomatravel.com.

4.10 The Collaborator recognizes that Styleagency is unable or in any case required to know who owns the copyright or other right, including the copyright of images, sounds and music, movies, photos, logos, trademarks, graphics, documents or other elements chosen by the same and published on the website www.kaomatravel.com and exempt Styleagency from any obligation to ascertain.

4.11 The Collaborator, with the publication of such contents, expressly and irrevocably authorizes Styleagency to hold them on its site until the end of the collaboration.

5. Powers and powers of Styleagency

5.1 Styleagency will have the right to make any changes to the services that will be necessary to comply with any applicable law or safety requirement, or that does not materially relate to the nature or quality of the services. Styleagency will notify the Collaborator in any case.

5.2 Styleagency reserves the right at all times to monitor all of the collaborator's emails.

5.3 Styleagency reserves the right at any time to remove the contents of the e-mail activated in favor of the Collaborator or the authorizations to login to the My Account section in the event of violation of what was agreed in this contract, without any notice and in its sole discretion.

5.4 From the time of the termination of the Collaborator by pec, Styleagency undertakes within the next 72 working hours to eliminate from the site all that concerns the Collaborator (about & services).

5.5 Styleagency undertakes not to disclose the packages (Services) created by the Collaborator for one year.

5.6 If the packages (Services) were created by StyleAgency for the Collaborator or by StyleAgency in collaboration with the latter, the Collaborator undertakes not to disclose these packages for three years.

5.7 In any case, the Collaborator undertakes to fully perform the services already sold through www.kaomatravel.com with professionalism, and retains full and exclusive responsibility for defaults, damages and compensation for any reason due to customers, partners and third parties.

5.8 Styleagency will keep a complete copy of the communications and documents contained in the email address provided to the Collaborator and of all the contents published on the website www.kaomatravel.com for a period of at least five years from the date of termination of the collaboration relationship.

5.9 StyleAgency periodically, at its discretion, will review the services published by the Collaborator and propose to the latter any changes to be introduced. StyleAgency may at its discretion delete the Services if the Collaborator does not accept the proposed changes and additions.

6. Copyright Ownership and Intellectual Property

6.1 Styleagency is the owner of all intellectual property rights (including in particular copyright, trade marks, database rights and any other similar rights throughout the world) with reference not only to the structure but also to the content of the website www.kaomatravel.com (including images, sounds and music, videos, photos, logos, trademarks, graphics, tools, software and any other data) with the exception of images, sounds and music, movies, photos, logos, trademarks, graphics, documents or other elements published by the collaborator.

6.2 No other right is guaranteed for the use or license for the use of the SA Content except for what is strictly necessary to use the Services as established by this contract.

6.3 Any reproduction, representation, publication, transmission, use or modification in whole or in part of the SA Content without the approval and / or authorization is absolutely prohibited.

6.4. Any illegitimate or illegal act makes its author liable and may result in legal proceedings being brought against the author himself, especially in the area of infringement of rights. Styleagency trademarks, logos and brands and those of its partners shown on the website www.kaomatravel.com are registered. Any reproduction in whole or in part of these trade marks and / or logos without the express and prior authorization and approval of Styleagency is prohibited.

6.5 Any unauthorized reproduction of trademarks, logos and distinctive signs will constitute a crime subject to criminal conviction. The perpetrators are liable to sanctions for the protection of intellectual property rights.

6.6 Similarly, Styleagency is a creator of databases. Consequently any data stealing from and / or re-use of one or more databases protected by the rules on intellectual property or other applicable legislation is prohibited.

6.7 Any unauthorized reproduction of trademarks, distinctive logos will constitute a crime subject to criminal conviction. The perpetrators are liable to sanctions for the protection of intellectual property rights.

7. Authorship Credit

In each Services for sale on the website there is a section with photos and the role of the Collaborator with links to the about page where texts, images, videos, information and all the packages uploaded by the Collaborator will be present.

8. Use of the website www.kaomatravel.com

8.1 The Collaborator must use the website www.kaomatravel.com in compliance with current legislation and this contract.

8.2 Some sections of the website www.kaomatravel.com are freely accessible without registration. However, some functions are only available for the Collaborator. The website www.kaomatravel.com allows the Collaborator to publish and share texts, photos, information, packages etc.

8.3 The Collaborator guarantees Styleagency the non-exclusive, transferable, perpetual faculty, without the need to pay or recognize rights, of a global nature to copy, use, reproduce, distribute, show, publish, adapt, prepare for further use and / or modify every Collaborator Content in every format, including it in the Styleagency services and products for every useful purpose in relation to the promotion of our services and products.

8.4 The Collaborator Content can be freely viewed, used, transferred, shared, copied, translated and published without the consent of the Collaborator who enters such Collaborator Content, on any media without any relevance to the nature or purpose pursued (commercial, promotional or other) and without territorial limitation.

8.5 As a consequence of the right granted to Styleagency to distribute the Collaborator Content, such Collaborator Content is deemed not subject to the right of ownership. Consequently, the Collaborator is forbidden to upload any Collaborator Content on the website that includes content owned by third parties, except in the event that the necessary consents and authorizations issued by the third party are held.

8.6 In the event of violation of the terms set forth in art. 8.4 and 8.5, the Collaborator assumes the obligation to hold Styleagency legally and legally undamaged against any charge of violation of rights that may be raised and, if necessary, to indemnify Styleagency for any direct and indirect, patrimonial or non-pecuniary damage, which should result from Styleagency.

8.7 The Collaborator will only upload Collaborator Content that are appropriate, and in no way offensive, defamatory, prejudicial to others' sexual, religious, political, cultural or other or otherwise illegal sensibilities.

8.8 Given that Styleagency cannot control what the Collaborator intends to load before the online dissemination of the Collaborator Content, Styleagency reserves the right at any time to remove all or part of the Collaborator Content published in violation of this contract, without any notice and to its complete discretion.

9. The Collaborator

9.1 The Collaborator must possess the authorizations and licenses, as well as the public or private insurance required in their country of residence or where the services and products offered are provided.

9.2 The Collaborator, who asks to become a partner of StyleAgency and to propose his services on www.kaomatravel.com, is obliged to comply with some obligations, including:

- use only the email address provided by Styleagency's website www.kaomatravel.com in order to communicate with Users, potential customers and Styleagency itself;
- send a quote or personally contact the Users or the potential customer no later than 72 hours from the receipt of the request from the booking area of the site or from the request for customization of the service / clarifications coming from the compilation by the User of the contact forms "Concierge", "find an expert" or from receipt of requests directly on the e-mail provided by Styleagency.
- allow Users and Styleagency customers to benefit from the same price conditions offered to Local Agency and Local Professional customers operating in the Collaborator's country of residence on the date of request for a quote;
- perform all the services indicated in the program offered;
- communicate to Styleagency when it is not possible to offer the service offered or sold, when the Collaborator is absent whatever the duration of the absence (long or short) and in any case not able to assist Users. In this case, the presence of a replacement who provides the service already sold must be guaranteed. Collaborators are required to indicate the periods during which they will not be able to perform the service. To this end, Styleagency has set up a special calendar in the My Account area, if the collaborator does not use the calendar, he is still obliged to provide the service already sold. If the collaborator cannot offer the service, he undertakes to guarantee an alternative, in line with this contract, in order to provide the service already sold.
- make every reasonable attempt to guarantee the highest quality of service and to find alternative solutions in case of difficulty;
- have at its disposal any insurance or authorization or permit or license, even of private subjects, required by the current legislation in the state of residence of the local Collaborator.
- The Collaborator undertakes to choose, in full autonomy and with sole responsibility, collaborators, professionals and companies for the performance of the proposed services of which guarantees the high professionalism, the absolute quality and the possession of the factual and legal requirements , health and administrative authorizations, insurance policies for damage caused to customers, etc .;
- the Collaborator recognizes that Styleagency has no relationship with the collaborators, professionals and companies chosen by the Collaborator for the performance of the service.

9.3 The Collaborator exempts Styleagency from any responsibility for what happens to customers during the service (by way of example and not limited to transport, accommodation, spoiled or poorly preserved food and drinks, accidents, canceled flights, or lost connections in transport, strikes, etc.).

10. Travel Designer, Travel Agent, Photographer, Wedding Planner, Image Consultant, Professional Organizer and Personal Shopper

10.1 Without prejudice to the provisions of art. 9 (The Collaborator) with reference to the Services provided by the Collaborators, the User may agree that the Services will be provided personally and directly by the Collaborator.

10.2 If such personal service is agreed in the event that, for any reason, the Collaborator cannot personally provide his services, the Collaborator must immediately notify StyleAgency and the User.

10.3 The Collaborator must propose to the User to carry out the Services in another date or an alternative Services or propose that the Services be carried out by another person of his trust.

10.4 Where the User does not accept the alternative proposals referred to in point 10.3, the Collaborator undertakes to compensate the damage to the User and to indemnify StyleAgency.

11. Prices

The prices indicated by the Collaborator must be inclusive of all that is described in the package (VAT, taxes, transport, board and lodging expenses, etc.).

12. Payment for services

12.1 The User, once the services have been chosen, will pay the amount due directly to Styleagency via the website www.kaomatravel.com.

11.2 Styleagency guarantees to pay the Collaborator for the services fully performed in compliance with this contract. The fee will be due and payable as specified in the service uploaded by the Collaborator on the website www.kaomatravel.com using the My Account section.

12.3 Once the service purchased by the user on the website is confirmed, the Collaborator is required to send the pro forma invoice to Style Agency. StyleAgency will check the proforma invoice and, if it is considered correct, will authorize the issuance of the invoice. The fee for the service will be paid as follows:

Professional Organizer, Personal Shopper, Image Consultant, Photographer: 100% of the total cost of the service in the 10 days prior to the execution of the service.

Travel designer, Travel agent and OTA (online tour agency): 30% of the total cost of the service at the time of the customer's payment, the balance of the service will be agreed with StyleAgency itself.

If the service is purchased in last minute mode, Style Agency will take care of authorizing payment of the pro forma invoice with the shortest possible time.

The Collaborator may not charge Styleagency with any other costs, fees not expressly included in the Services without prior written authorization from Styleagency.

12.4 The responsibility and risk for services or services not included in the Service but equally provided to the customer will remain the sole responsibility of the Collaborator, and Styleagency will not be obliged to pay any sum for them.

12.5 The price for the service can be modified through the My Account section in agreement with Styleagency. The price of the service must necessarily include tariffs, charges, taxes, supplements, commissions and any other type of services indicated in the program offered. No price changes can be made after the Customer has accepted the service offered by the Collaborator.

12.6 The bank or transfer provider chosen by Styleagency will hold a commission to effect the transfer. This transfer fee can vary widely depending on the operator chosen by Styleagency in agreement with the Collaborator. The commission and the costs of the transfer will be borne by the Collaborator.

The Collaborator will be paid via Styleagency's Italian bank account.

13. Modification and interruptions of the website.

13.1 Styleagency reserves the right in its sole discretion to modify the website www.kaomatravel.com, even temporarily, and to restrict access.

13.2 By accessing the website www.kaomatravel.com after each modification notice, the Collaborator fully accepts the modifications made.

13.3 Styleagency will not be responsible for the inaccessibility, interruption or malfunction of the website www.cinderellagoesto.com for any reason beyond its reasonable control or in the event that Styleagency decides to perform the maintenance or upgrade of the service.

13.4 Styleagency does not guarantee that the website www.kaomatravel.com will be safe or free from bugs or viruses.

13.5 It is the responsibility of the Collaborator to ensure that appropriate technology is used, compliant with the law and protected by relevant antivirus and firewall software.

13.6 The Collaborator accepts the fact that Styleagency and its suppliers will in no case be considered responsible for any material damage and / or financial loss and / or direct or indirect damage or consequences deriving from the use or impossibility of using the website www.kaomatravel.com.

14. Force Majeure

14.1 For Force Majeure event means an event deriving from the nature or the fact of man that cannot be foreseen or that, even if foreseen, cannot be prevented and therefore not directly attributable to one of the parties.

15. Term and Termination

15.1 This contract will be effective from the moment the relative copy duly signed by the Collaborator is received by Styleagency at its headquarters. This contract will remain effective until its expiry and may be supplemented with additional clauses in order to protect both parties.

15.2 Styleagency agrees once received the email to delete the service offered on the site by the Collaborator and the page within the "about" section connected to him within 72 working hours.

15.3 Il Collaborator può dare disdetta dal seguente contratto inviando una mail al seguente indirizzo pec_styleagency@pec.it.

15.4 Styleagency si impegna una volta ricevuta la mail a eliminare il servizio offerto sul sito dal Collaboratore e la pagina all'interno della sezione "about" a lui collegata entro 72 ore lavorative.

15.5 The Collaborator is contractually and compulsorily required to carry out the services already sold through www.kaomatravel.com.

15.6 Possible paper and non-paper reproductions (brochures, leaflets, radio and TV marketing, etc.) of the services offered by the Collaborator carried out before the receipt of the cancellation e-mail will be maintained but cannot be purchased by the User.

15.7 Styleagency also commits itself after receiving the contract recession email not to disclose the services published by the Collaborator for a maximum period of one year.

16. Dispute Resolution

16.1 The parties will attempt to resolve any dispute that may arise in the execution of this contract through simple friendly negotiations.

16.2 In particular, the parties to resolve all disputes arising will have to resort to assisted negotiation pursuant to Legislative Decree n. 132/2014 converted with law no. 162/2014.

16.3 Pursuant to this rule, the party that intends to start the assisted negotiation must send the other party, through its lawyer, an invitation to enter into the negotiation agreement. This invitation must be duly signed and indicate the subject of the dispute and the warning that in case of no reply within thirty days or of refusal this will constitute reason for evaluation by the judge for the purpose of debiting the costs of the sentence, of the conviction to compensation for reckless litigation pursuant to art. 96 c.p.c. and provisional execution pursuant to art. 642 c.p.c.

16.4 Only in the event of a negative outcome of assisted negotiation or in the event of the counterparty's refusal to participate, the party that intends to protect its rights may contact the Judicial Authority.

17. Applicable law

17.1 This contract will be governed by Italian law.

17.2 The content of the website has been conceived and managed based on Italian legislation.

17.3 The general conditions and terms of use are governed by Italian law.

17.4 the Italian legislation regulates both the fundamental legal principles and the rules of form adopted and the only territorially competent judge to know of a possible cause deriving from the application or omitted application of the present contract will be the court of Florence or, for competence by value or subject, the Justice of the Peace of Florence.

18. Confidentiality clause.

18.1 The Collaborator, both during the negotiations to become Styleagency Collaborator, both during the collaboration with Styleagency and after the interruption of the same, undertakes not to retain, disclose or make use of documents, information, know-how and of any other utility learned or shared by Styleagency for the better fulfillment of the same collaboration.

18.2 The Collaborator undertakes not to make even a partial copy of the email correspondence exchanged between the Collaborator and Styleagency and the customers via the email address referred to in point 4.2.

19. Penalty clause

19.1 The Collaborator undertakes to recognize a penalty equal to 30% of the value of the contract signed by the User in the event that StyleAgency, for any reason and at its sole discretion, must return to the User the amount of the down payment or the total price of purchase of Services.

19.2 In any case StyaleAgency, in addition to requesting immediate payment of the aforementioned penalty, may take action against the Collaborator for compensation for the greater damage suffered.

20. Expressed negotiation between the parties

[] The Collaborator declares that the content and clauses of this contract have not been the subject of express negotiation between the parties.

[] The Collaborator declares that the content and the clauses of the present contract have been object of expressed negotiation between the parts and to have understood and accepted them.

[] According to the art. 1341 and 1342 c.c. the Collaborator declares to have understood and accepted the following clauses of which he declares to have fully and fully understood the content and nature: 2. (Purpose of these terms or conditions), 4.2, 4.5, 4.8, 4.9 (Collaboration and supply of services), 5.8, 5.9 (Powers and Faculties of StyleAgency), 9.2, 9.3 (The Collaborator), 10.4 (Wedding Design and Personal Shopper), 12 (Payment for services), 13 (Website Modifications and Interruption), 14.2, 16 (Dispute Resolution), 17. (Applicable law), 18 (Confidentiality clause), 19 (Criminal clause), 20 (Express negotiation between the parties).

A handwritten signature in black ink that reads "Gene Flais". The signature is written in a cursive, flowing style.

Per STYLEAGENCY SNC