

MOVEAGAIN GmbH
PARTNER CONTRACT

1. Subject

This Partner Agreement is concluded between MoveAgain GmbH, [Hohenstaufenring 55, 50674 Cologne, Germany] (hereinafter "MoveAgain") and the company named during registration on the MoveAgain online platform (hereinafter "Partner"). By completing the registration on the MoveAgain website, you declare your consent to the terms of this Partner Agreement.

The person who registers the Partner declares and warrants that he/she is authorised to represent the Partner and to conclude this Partner Agreement with MoveAgain on behalf of and with power of attorney of the Partner. MoveAgain may assume, irrespective of the Partner's internal regulations or circumstances and entries in the commercial register and without further verification of the authorisation, that the person in question has the corresponding authorisation.

With this Partner Contract, the Parties regulate the framework conditions of their business relationship for the provision of services by the Partner from its business area. The services shall be agreed between the parties in orders or individual contracts (hereinafter jointly referred to as "Orders"). This Partner Contract is a framework contract and forms an integral part of all Orders, unless explicitly agreed otherwise in the respective Order.

The partner contract is not already concluded by the completion of the registration of the partner on the MoveAgain website, but only with the confirmation of MoveAgain to accept the partner as a partner company. The Partner is not entitled to be accepted as a Partner Company, nor to the placing of orders by MoveAgain or to a certain number of orders.

MoveAgain's Partner Guidelines form an integral part of this Partner Agreement. The Partner Guidelines are available at the following link: [https://www.moveagain.en/documents/partner-guidelines/Partner_Guidelines_en.pdf]. In the event of any inconsistency between this Partner Agreement and the Partner Guidelines, the provisions in the Partner Agreement shall prevail over the provisions in the Partner Guidelines.

2. Duties of the partner

2.1 Performance of the services

The Partner is obliged to fully perform the services agreed in the orders. For the performance of the services, the Partner shall deploy sufficient, qualified, reliable and trained personnel in order to execute the respective order to the full satisfaction of the Customer. Customer satisfaction shall be regularly reviewed and evaluated by MoveAgain.

Within the scope of an order, the Partner may only provide the services agreed therein. Additional services are generally prohibited. Changes must be coordinated and agreed with MoveAgain in advance. MoveAgain shall, however, have the right to change orders at any time if the Customer so desires or if other circumstances so require.

The Partner must execute the orders personally, i.e. with its own employees. The involvement of subcontractors is only permitted with the express prior consent of MoveAgain. The Partner's employees may under no circumstances impersonate or appear to the Customers as MoveAgain employees. In addition, MoveAgain may demand a contractual penalty of up to EUR 5,000.00 (in words: five thousand euros) if this is not complied with. The assertion and the amount of the contractual penalty shall be at MoveAgain's sole discretion. The Partner's right to have the appropriateness of the amount of the contractual penalty reviewed in court shall remain unaffected.

The Partner shall use sufficient, safe and technically faultless vehicles as well as all other auxiliary means necessary for the fulfilment of the respective order. MoveAgain must be informed of any

significant changes in the stock of vehicles and other auxiliary means so that MoveAgain can include this in the disposition of future orders.

2.2 Compliance with deadlines and times

The partner must adhere to agreed dates and times.

In case of any delays, it is mandatory to call the Customer. In case of delays exceeding 30 minutes Moveagain reserves the right to deduct up to EUR 250.00 per hour or part thereof for the order in question.

If the Partner does not attend the agreed appointment for any reason, he shall bear all costs for any substitute services (in particular the remuneration for the services rendered by a third party). In addition MoveAgain may claim a contractual penalty of up to EUR 5,000.00 (in words: five thousand Euros). The assertion and the amount of the contractual penalty shall be at MoveAgain's sole discretion. The Partner's right to have the appropriateness of the amount of the contractual penalty judicially reviewed shall remain unaffected. In the event of non-observance of an agreed appointment, the remuneration for the order concerned shall not be owed.

For the change/postponement of dates and cancellations by the Partner, the regulation pursuant to Clause 3 shall apply.

2.3 Compliance with requirements and applicable law

The Partner is obliged at all times to comply with all legal and official requirements necessary for the performance of its activities (e.g. business licence, permit, etc.) and to comply with the applicable law (in particular in the area of undeclared work and minimum wages).

2.4 Acceptance and defects/damage

After completion of the service provision at the customer's premises, an acceptance report provided for this purpose must be completed, in which the customer must list any recognisable defects or damage. Both the customer and the partner must sign the acceptance report. The Partner is obliged to send the acceptance report to MoveAgain within 72 hours. MoveAgain may refuse payment of the remuneration if no acceptance report is available.

If a customer claims defects or damage, the partner must make a statement within 7 days. Damage must be reported immediately to the respective insurance company.

If an object (e.g. house, flat, office, etc.) is handed over in time directly following the provision of the services in the presence of the landlord or the management and services of the partner are relevant for this handover (e.g. in the case of a removal cleaning, acceptance of a service), the partner must participate in the handover. If, through the fault of the partner, subsequent improvement (e.g. subsequent cleaning in the case of a removal cleaning or reworking) is required, the partner must carry this out free of charge until the landlord or the administration is completely satisfied. A copy of the landlord's or management's complaints shall be sent to MoveAgain.

3. Change/postponement of appointments and cancellations

3.1 Change / postponement of appointments

Agreed dates (dates) for the provision of the services can only be changed/postponed with the consent of both parties. Confirmation from MoveAgain is required for the change/postponement of an appointment. The change/postponement of an appointment is associated with the following financial consequences:

- In the event of a change/postponement of an appointment within a period of 7 days to 48 hours before the start of the service provision, the Partner shall be charged EUR 100.00 (in words: one hundred euros).

- In the event of a change/postponement of an appointment within less than 48 hours before the start of the service provision, the partner will be charged 50% of the agreed remuneration.
- All other changes/postponements of dates are free of charge.

3.2 Cancellations

Cancellations must be sent in writing to MoveAgain. Cancellations are subject to the following financial consequences:

- Cancellations more than 14 days before the start of the service provision are free of charge.
- In the event of cancellations within a period of 14 days to 7 days prior to the commencement of the service provision, the Partner shall be charged 50% of the agreed remuneration and the costs of the invoiced service.
- In the event of cancellations within a period of 6 days to 48 hours prior to the start of the service provision, the Partner shall be charged 80% of the agreed remuneration and the costs of the service provided.
- In the event of cancellations within less than 48 hours prior to the commencement of service provision, the Partner shall be charged 100% of the agreed remuneration and the costs of substitute performance.

4. Remuneration, payment and additional expenses

4.1 Remuneration

The amount of remuneration shall be calculated by MoveAgain and agreed in the respective order.

4.2 Payment

Payment of the remuneration by MoveAgain shall be made within 30 days after execution of the order (in each case in the middle and at the end of the month).

If the Customer pays the Partner in cash on site, MoveAgain shall charge the Partner the commission agreed in the order or deduct it from the remuneration of a further order.

4.3 Additional expenditure

If the Partner incurs additional expenses in deviation from the services agreed in the respective order (e.g. due to incorrect information provided by the Customer regarding the removal goods), the Partner shall pay for the additional expenses incurred, note them on the acceptance report and have them signed by the Customer. In addition, the Partner shall document the additional expenditure (e.g. in the form of photos) and send this documentation to MoveAgain within 24 hours after execution of the order.

MoveAgain shall, if possible, invoice the Customer for the additional expenditure incurred and compensate the Partner for the additional expenditure. This requires existing documentation of the additional expenditure (e.g. photos).

The Partner is prohibited from entering into agreements with the Customer on the additional expenditure. A violation of this provision entitles MoveAgain to terminate the Partner Contract extraordinarily for good cause. In addition MoveAgain may claim a contractual penalty of up to EUR 5,000.00 (in words: five thousand Euro). The assertion and the amount of the contractual penalty shall be at MoveAgain's sole discretion. The Partner's right to have the appropriateness of the amount of the contractual penalty judicially reviewed shall remain unaffected.

4.4 User fee

MoveAgain is entitled to charge the Partner a one-time or recurring user fee for inclusion and/or retention as a partner company on its online platform. The determination of the amount thereof shall be at the sole discretion of MoveAgain.

5. Liability and insurance

In case of damage MoveAgain must be informed immediately.

The Partner shall be liable for all damage caused by him or his employees to the Customer and/or MoveAgain and undertakes to indemnify MoveAgain in full on first demand (including lawyers' and court costs).

The Partner must have valid liability insurance and any other insurance required in connection with the performance of its activities (e.g. transport insurance) in a sufficient amount for the entire term of the contract. Upon MoveAgain's request, the Partner shall provide copies of the relevant insurance policies and the associated payment receipts (e.g. e-banking statement).

Damages are to be reported to the respective insurance company immediately. If a damage is not reported to the respective insurance company within 7 days, MoveAgain shall be entitled to extraordinary termination without notice for good cause. Furthermore MoveAgain shall be entitled to deduct the amount of damage from the remuneration owed. In addition, a contractual penalty of EUR 5,000.00 (in words: five thousand Euro) shall be paid. The Partner's right to have the appropriateness of the amount of the contractual penalty judicially reviewed shall remain unaffected.

6. Secrecy and data protection

6.1 Secrecy

The Parties undertake to treat as confidential their employees, other auxiliary persons and third parties whom they may permissibly involve in the performance of their contractual obligations under this Partner Agreement, all information which is not generally known, such as trade and business secrets, which they learn in connection with the contractual relationship or about the customers and business relationships of the other Party and in respect of which the Party concerned has a legitimate interest in secrecy (hereinafter referred to as "Confidential Information"). Confidential Information includes in particular the prices agreed between MoveAgain and the Partner.

The Parties undertake to make the Confidential Information available to third parties only to the extent that this Partner Agreement expressly permits the Parties to do so, the other Party expressly permits this, or this becomes necessary due to a court order or legal obligation. MoveAgain is entitled to disclose the Confidential Information to third parties, the latter, however, only to the extent necessary for the performance of the contractual obligations by the third parties.

The obligation to maintain confidentiality shall continue indefinitely, even after termination of this Partner Agreement. Upon termination of the Partner Agreement, each party shall return or destroy or delete the Confidential Information to the other upon request, and each party agrees to refrain from any further use of the Confidential Information and to confirm such destruction or deletion in writing upon request of the other party.

6.2 Data protection

The parties undertake to ensure that their employees, other auxiliary persons and third parties called in comply at all times with the provisions on the protection of personal data, in particular the General Data Protection Regulation.

The partner may only use the customer data for the purpose of fulfilling the respective orders and may not pass it on to third parties. If customer data is no longer required, the Partner undertakes to delete it immediately. In the event of a breach of this provision, the Partner shall pay a contractual penalty of EUR 5,000.00 (in words: five thousand euros) per breach. The Partner's right to have the appropriateness of the amount of the contractual penalty judicially reviewed shall remain unaffected. In addition, such a violation shall entitle MoveAgain to terminate the Partner Contract and any current orders by MoveAgain without notice.

7. Entry into force, duration and termination

This Partner Agreement shall enter into force upon MoveAgain's confirmation that the Partner is accepted as a Partner Company and shall be concluded for an indefinite period. The Partner Contract may be terminated in writing at any time by giving 30 days' notice to the end of a calendar month. The right of the Parties to terminate the Partner Contract for cause (e.g. a serious breach of contract) remains reserved.

If the partner contract is terminated, its provisions shall remain applicable to current orders until completion of the services concerned. Any orders concluded after termination shall be invalid.

The orders under this partner contract are concluded in each case for the duration of the respective service provision. The orders shall end automatically upon completion of the services without the need to give notice of termination. MoveAgain has the right to cancel orders at any time if the Customer so wishes or if other circumstances so require.

The termination of the partner agreement as well as the individual orders shall be subject to any obligations of the parties beyond the time of termination (e.g. to keep confidential information secret).

8. Changes

MoveAgain reserves the right to update the provisions of this Partner Agreement from time to time, as far as this is reasonable under consideration of the mutual interests of the parties. The Partner shall be informed of the amendment in due time and in a suitable manner (e.g. by e-mail/notice in the Partner Account on the MoveAgain Platform and by publication on the MoveAgain Website). The contractual relationship between the Partner and MoveAgain shall be governed by the respective valid version of this Partner Agreement. If the Partner does not object within a period of six (6) weeks after notification, the amended provisions of the Partner Agreement shall be deemed approved. The Partner shall be informed separately once again of the consequences of silence when the amendment is announced. Orders which already existed at the time of the announcement or the coming into effect of the new partner contract shall be carried out under the previous partner contract. Orders from the time the new partner contract becomes effective will be concluded and executed under the new partner contract.

9. Further provisions

The parties agree that they do not form a civil law partnership, joint venture, or other legal person or entity by this Partner Agreement or by the individual assignments. Both parties shall remain independent companies. The relationship between MoveAgain and the Partner shall be that of principal and agent. Furthermore, the parties agree that there is no employment relationship between MoveAgain and the Partner's employees. An employment relationship exists only between the Partner and its employees. Accordingly, the partner is responsible for the payment of the statutory social benefits.

The transfer of this Partner Contract or individual orders or the assignment or transfer of rights, obligations or claims arising therefrom shall require the written consent of MoveAgain.

The Partner shall only have a right of set-off insofar as the claim has been legally established or is undisputed. The same applies to the right of retention, the effective exercise of which is also dependent on the counterclaim being based on the same contractual relationship.

Amendments and supplements to this partner contract, the orders, the partner recommendations and any ancillary agreements must be made in writing. This also applies to any amendment of this written form requirement.

If any provision of this partner contract, the orders, the partner guidelines or any ancillary agreements is invalid or ineffective in whole or in part, the validity and effectiveness of the remaining provisions shall remain unaffected. In this case, the parties undertake to replace the invalid or ineffective provision with a provision that comes closest to the economic objective of the parties. The same shall also apply in the event of loopholes in the contract.

10. Applicable law and place of jurisdiction

The contractual relationship of the parties, including this Partner Contract and all orders based thereon, shall be governed exclusively by German law. The parties declare that the conflict of laws rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 do not apply.

The exclusive place of jurisdiction for any disputes arising from or in connection with the present contractual relationship of the parties, i.e. the legal relationship arising from the present Partner Agreement and all orders based thereon, shall be Cologne. MoveAgain may, however, also sue the Partner at the Partner's place of business.
