

## Terms and Conditions of HereLocation

### § 1 General, scope, legal responsibility

Unless agreed otherwise in writing, these General Terms and Conditions (hereinafter referred to as "Terms") apply to all offers, services and all resulting contractual relationships between HereLocation (hereinafter "HereLocation" or "Contractor") and clients who assign HereLocation (hereinafter "client").

Regarding the subject matter of performance, these Terms and Conditions constitute the entire agreement between the client and HereLocation. Deviating, conflicting or supplementary General Terms and Conditions of the client shall only become part of the contract insofar as HereLocation has agreed to their validity in writing. In addition to the provisions of these terms and conditions, the statutory provisions apply.

Upon conclusion of the contract, the client accepts the terms of the terms and conditions.

### § 2 Subject of performance

HereLocation provides services for the relocation of employees of a client or a client itself.

### § 3 Scope of services

The nature and scope of the contractual obligations of HereLocation are based on the written offer of the contractor and the written order confirmation of the client. No services will be provided until the express acceptance of the offer.

Each assignment does not include legal, tax and insurance advice. If the client expressly assigns HereLocation to such services, HereLocation will mediate these services at the expense of the client by external consultants.

HereLocation does not represent the client or beneficiary in legal transactions, payment obligations or transactions, which may trigger contingent liabilities of the client or the service recipient. At the express request of the client, HereLocation takes on such services with a written release of liability in the individual case.

### § 4 Compensation, method of payment

The compensation of HereLocation depends on the respective order. Additional services, which are not part of the contract and are added later, will be charged extra according to duration or an agreed flat rate. The client undertakes to reimburse the expenses incurred by HereLocation on presentation of an invoice. Brokerage commissions are not included in the services of HereLocation and are not paid in advance by HereLocation. Payments are to be made 100% at the end of the order. The compensation claim of HereLocation is independent of other commission claims of third parties to the client. This applies in particular, if claims result from the own activity of the customer or service recipient.

### § 5 Obligations of the client

The client undertakes to procure all necessary documents and information that HereLocation needs to fulfill the contract at its own expense in time and completely to HereLocation. When searching for

accommodation, the client announces all previous attempts to find objects to HereLocation and agrees to HereLocation taking over the process.

#### § 6 Contract duration, termination, cancellation fees

The duration of the contract depends on the respective order. The client may terminate the contract at any time without notice. If there is an important reason, HereLocation can terminate the contract as well. A reason for the termination exists, for example, if the client does not fulfill his obligations in § 4, and therefore the execution of the contract is impossible or significantly more difficult.

If a contract is terminated regardless of which party, HereLocation may demand a compensation according to the work progress in the following amount:

- 30% of the agreed total compensation if the activity has already started but HereLocation has not yet begun to search for accommodation.
- 50% of the agreed total compensation, if the search for accommodation has already started, but the lease has not yet been signed.
- 80% of the agreed total compensation, if the lease has already been signed or administrative procedures have already been completed.

#### § 7 Liability

HereLocation is not liable for any damages, for whatever legal reason. This shall apply unless a damage clearly results from the lack of a specified service, a breach of contract or due to gross negligence on the part of HereLocation. HereLocation is not liable for third party services. Information from a third party will be disclosed to the best of our ability. HereLocation is not liable for the accuracy of this information provided by third parties. If HereLocation can be proven to be liable, HereLocation is liable for the sum of the amount of the agreed contract as well as the damages which usually arise in such a case.

Translations (oral to written) into other languages are not part of HereLocation's contractual services. At the request of the client, HereLocation exclusively commissions professional translators and is not liable for their accuracy.

#### § 8 Right of retention

The assertion of a right of retention according to § 273, 320 BGB by the client is excluded. The client can only offset with undisputed or legally established claims.

#### § 9 Privacy

HereLocation undertakes to comply with the provisions of the General Data Protection Regulation and not to disclose personal data of the client and beneficiary or to use for their own purposes, unless a written consent to the disclosure to third parties is present.

#### § 10 Various provisions

Verbal agreements do not apply. Changes or additions to the contract must be made in writing to be valid. For any disputes the parties agree on the place of jurisdiction Bonn. This contract and its interpretation are subject exclusively to German law. If one or more provisions of these terms and conditions are found wholly or partially invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions.

(June 2019)