

Startcon GmbH - General Terms and Conditions

*This is a translation from the original German document. Only the German original is legally binding.*

## **1. Subject of performance**

The following General Terms and Conditions apply to all legal transactions that Startcon GmbH, Langenscheidtstraße 9a, 10827 Berlin ("Startcon"), concludes with contractual partners ("Principal"). The subject of the contract are services from the field of relocation and immigration in the context of the change of residence of employees of the Principal ("Service Recipient"), included are among other things, visa application, housing search, accompaniment to authorities, daycare and school search as well as assistance with administrative matters. Furthermore, recruitment services, in particular for nursing staff and other professionals in the healthcare sector. Startcon may use independent third parties or its own employees to fulfill the contract. Startcon does not provide legal or tax advice, nor does it provide services that require a license, such as brokerage or activities in accordance with the Legal Services Act ("Rechtsdienstleistungsgesetz").

Contracts for the services offered are concluded exclusively on the basis of these General Terms and Conditions in the version valid at the time of conclusion of the contract. Any general terms and conditions of the client that deviate from Startcon 's General Terms and Conditions shall not apply unless Startcon consents to them in writing. This requirement of consent shall apply in all cases, for example even if Startcon provides services in the knowledge of the client's general terms and conditions.

## **2. Conclusion of contract**

Contracts shall be concluded in writing or in text form (email). A contract shall not be concluded until the client confirms in writing or in text form the scope of the order on the basis of Startcon 's price list most recently made known to the client.

## **3. Remuneration, method of payment, default of payment**

All prices are net prices plus the applicable statutory value added tax.

Startcon 's remuneration shall be based on the respective order placed and the scope of services booked. Additional services ordered after conclusion of the contract shall be charged separately. Third-party services, such as shipping, official fees or a broker's fee, are neither included in the services provided by Startcon nor are they to be disbursed by Startcon.

Startcon shall be entitled to invoice clients up to 100% of the agreed fee as a down payment when the order is placed.

When the order is placed, an administrative fee shall be due in accordance with the applicable price list. The end of the order is considered to be the complete provision of the agreed service.

In the case of the search for accommodation, this is the conclusion of a rental agreement by the service recipient or the existence of a rental agreement offer that meets the search criteria, even if the latter is rejected by the client/service recipient. If the total number of agreed viewings has been carried out and/or the service recipient has not attended the viewing, the search shall also be deemed to have been completed.

Default of payment occurs when the due date specified in the invoice is exceeded. A reminder is therefore not required.

In the event of default in payment, Startcon shall be entitled to payment of a lump sum of €40 in accordance with Section 288, Paragraph 5, Sentence 1 of the German Civil Code (BGB).

In the event of default in payment, Startcon shall be entitled to refuse to provide services (right to refuse services).

#### **4. Obligations of the client**

The client undertakes to procure all documents and information necessary for the performance of the contract by Startcon at his own expense and to make them available to Startcon in a timely and complete manner. This shall also apply to any necessary updating of documents or information. Documents provided by Startcon to the client, the client's employees or other authorized persons (in particular real estate exposes) may not be disclosed to third parties.

#### **5. Termination; settlement in case of premature termination**

The client may terminate the assignment prematurely in writing. The same applies to Startcon. Irrespective of this, there is the legal right to terminate for good cause. An important reason entitling Startcon to terminate the contract shall be deemed to exist in particular if the client violates his obligations as set out in § 4 and has thereby rendered the performance of the contract impossible or significantly impeded or delayed it.

In the event of premature termination of the contract, any settled/already paid administrative fee shall remain with Startcon.

In all other respects, Startcon may, in the case of time-based compensation, bill for the hours worked, with fractions of hours billed at 6-minute intervals; in the case of non-time-based compensation, bill according to the progress of work as follows:

##### **In the case of home searches:**

50% of the agreed total remuneration if the Startcon has already started its work, i.e. if contact has been made by email or via another medium between the Startcon and the beneficiary and a relocation consultant has started advising the beneficiary, in particular instructing him/her which documents to submit.

80% of the agreed total remuneration after the start of the property search. The object search begins as soon as the beneficiary has been put in contact with a relocation consultant and a first exchange of information has taken place by email or via another medium. This 80% is also due if the client/service recipient does not provide all necessary documentation as agreed.

In the event of a successful search, 100% of the agreed total remuneration is due in any case, regardless of the number of properties viewed. The search for accommodation is considered to have been successfully completed when the beneficiary has received a rental contract for the rental of a property previously selected by a relocation consultant and the candidate for signature.

If a temporary and permanent housing search are booked together, the permanent housing search must be started within one year (365 days) from the date of moving into the temporary housing. Otherwise, the implementation of the permanent housing search cannot be guaranteed at the original booking price and conditions agreed upon.

##### **For visa cases:**

50% of the agreed total remuneration if the Visa Consultants have already started their activity, that is, if a contact has been made by email or other medium between the Visa Consultants and the Beneficiary and the Beneficiary is aware of the requirements related to his documents.

80% of the agreed total remuneration after the support service has been provided for the application for a visa (esp. creation of an online board) but before the issuance of the visa by the German embassy/consulate in the respective country of origin of the service recipient.

100% of the agreed total remuneration after support has been provided in applying for a visa (in particular preparation of an online board) and issuance of the visa by the German embassy/consulate in the respective country of origin of the service recipient.

**For all other services** applies:

50% of the agreed amount for each booked individual service after contacting the service recipient and commencement of the service.

**For Placement cases:**

*Recognition Part 1 (candidate is still in home country):*

50% of the agreed total remuneration if documents have already been processed and the application has either been prepared or has already been submitted.

100% of the agreed total fee if an agreement has already been signed in accordance with Section 81a AuslG.

*Recognition Part 2 (after entry):*

50% of the agreed total remuneration if Startcon has already commenced its activities, i.e. if the beneficiary is aware of the requirements in terms of the necessary documentation and Startcon has been active for this purpose.

100% of the agreed total remuneration after successful support has been provided and the certificate of specialisation has been issued.

## **6. Liability**

Startcon is liable without limitation for damages caused intentionally or by gross negligence. Startcon shall be liable without limitation for culpably caused injury to life, limb or health.

Startcon shall be liable for damages other than those specified in clause 6 (1) in the event of negligent breach of a material contractual obligation. An essential contractual obligation is an obligation the fulfillment of which makes the proper performance of the contract possible in the first place, the breach of which jeopardizes the achievement of the purpose of the contract and the observance of which the client can regularly rely on. If a material contractual obligation is breached through negligence, Startcon's liability shall be limited to the foreseeable damage typical of the contract.

Any further liability for damages shall be excluded.

## **7. Right of retention; set-off**

The assertion of a right of retention in accordance with § 273, 320 of the German Civil Code (BGB) or offsetting by the client shall be excluded in principle. The client may only offset/exercise a right of retention with undisputed or legally established claims.

## **8. Data protection and confidentiality**

Insofar as Startcon is provided with personal data by the client, Startcon will only use and process such data to the extent necessary for the performance of the contractual services. The legal basis for such processing is Art. 6 para. 1 p. 1 lit b) DSGVO.

The client is obliged to ensure, in relation to its own employees, by means of suitable agreements that a transfer of personal data to Startcon for the performance of the commissioned services is lawful.

Startcon shall disclose the personal data received from the Principal to third parties to the extent necessary for the performance of the contract, such as to authorities in the course of visa applications or for the filing and processing of other official applications, as well as to real estate agents and landlords in the course of the search for accommodation.

Insofar as Startcon uses independent third parties in individual cases to fulfill the contract, these third parties shall act as order processors of Startcon bound by instructions.

The parties undertake to treat as confidential all confidential matters of which they become aware in the course of the preparation, execution and performance of the contract, in particular business or trade secrets and other information of the other party to the contract designated as confidential, insofar as the disclosure of information is not necessary for the proper performance of the contractual obligations.

The parties shall oblige their own employees to maintain confidentiality in a corresponding manner.

## **9. Applicable Law, Place of Jurisdiction**

Applicable law is the law of the Federal Republic of Germany. The place of performance and exclusive place of jurisdiction for disputes arising from or in connection with this contract shall be Berlin.

## **10. Final provisions**

Should individual provisions of the above General Terms and Conditions or of the contract be or become invalid, this shall not affect the validity of the remaining provisions. The parties shall replace the legally ineffective clause with one that comes as close as possible to what was originally intended in economic and legal terms. Should the contract contain a loophole, the parties shall close this loophole by an agreement which they would have made if they had ascertained the existence of this loophole before concluding the contract. § Section 139 of the German Civil Code is waived in its entirety.

Berlin, December 2023