

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 ("START Relocation"), 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. START Relocation may use independent third parties or its own employees to fulfill the contract. START Relocation 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 START Relocation's General Terms and Conditions shall not apply unless START Relocation consents to them in writing. This requirement of consent shall apply in all cases, for example even if START Relocation 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 START Relocation'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.

START Relocation'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 START Relocation nor are they to be disbursed by START Relocation.

START Relocation shall be entitled to invoice *company clients* 50% of the agreed fee as a down payment when the order is placed and to invoice the remaining 50% at the end of the order.

START Relocation shall be entitled to invoice *private clients* 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, START Relocation 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, START Relocation 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 START Relocation at his own expense and to make them available to START Relocation in a timely and complete manner. This shall also apply to any necessary updating of documents or information. Documents provided by START Relocation to the client, the client's employees or other authorized persons (in particular real estate exposés) may not be disclosed to third parties.

For the purpose of the search for accommodation, the client shall provide START Relocation with all relevant criteria as soon as the order is placed and shall coordinate them with START Relocation. Once the search for accommodation has begun, i.e. once contact has been made by email or other medium between the START Relocation team and the service recipient, the following parameters can no longer be changed: the destination, the number of people traveling with the service recipient and, if applicable, pets, and the date on which the service recipient wishes to move in.

5. Termination; settlement in case of premature termination

The client may terminate the assignment prematurely in writing. The same applies to START Relocation. Irrespective of this, there is the legal right to terminate for good cause. An important reason entitling START Relocation 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 START Relocation.

In all other respects, START Relocation 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:

30% of the agreed total remuneration if the START Relocation has already started its work, i.e. if contact has been made by email or via another medium between the START Relocation and the beneficiary and a relocation consultant has started advising the beneficiary, in particular instructing him/her which documents to submit.

50% of the agreed total remuneration after the start of the property search, but before the first apartment inspection. 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 50% is also due if the client/service recipient does not provide all necessary documentation as agreed.

80% of the agreed total remuneration after the start of the property search and exchange with the service recipient regarding the search results and after at least one viewing of the apartment has taken place, even if a rental agreement has not yet been concluded.

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:

30% 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. 50% 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.

80% 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.

100% of the agreed total remuneration after assistance in applying for a visa (esp. creation of an online board) and issuance of the visa by the German embassy/consulate in the respective country of origin of the service recipient and after receipt of an appointment from the competent foreigners authority for the issuance of a residence permit.

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.

6. Liability

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

START Relocation 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, START Relocation'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 START Relocation is provided with personal data by the client, START Relocation 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 START Relocation for the performance of the commissioned services is lawful.

START Relocation 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 START Relocation uses independent third parties in individual cases to fulfill the contract, these third parties shall act as order processors of START Relocation 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, October 2022