

MOVEAGAIN AG

PARTNER CONTRACT

1. The subject matter

This partner agreement is concluded between Moveagain AG, [Helenastrasse 3, 8008 Zurich, Switzerland] (hereinafter "MoveAgain") and the company named in the registration on the MoveAgain online platform (hereinafter "Partner").

The person registering as partner declares and guarantees that he/she is authorised to represent the partner and to conclude this partner agreement with MoveAgain on behalf of the partner. MoveAgain is permitted to assume that the person in question has the appropriate authority, regardless of internal regulations or circumstances of the partner and commercial register entries and without further verification of the authority.

With this partner contract, the parties agree on the general conditions of their business relationship for the provision of services by the partner from his business area. The services are agreed between the parties in orders or individual contracts (hereinafter jointly referred to as "orders"). This framework agreement is an integral part of all orders, unless explicitly agreed otherwise in the respective order.

The partner contract is concluded with MoveAgain's confirmation to accept the partner as a partner company. The partner is not entitled to be accepted as a partner company, nor to receive orders from MoveAgain or to receive a certain number of orders. The partner guidelines of MoveAgain form an integral part of this partner contract. The partner guidelines are available under the following link:

https://www.moveagain.ch/documents/partner-guidelines/Partner_Guidelines_en.pdf

In the event of any conflict between this Partner Agreement and the Partner Policies, the provisions of the Partner Agreement shall prevail over the provisions of the Partner Policies.

2. Responsibilities of the partner

2.1 Provision of services

The partner is obliged to provide the services as agreed in the orders in full. For the provision of the services, the partner must employ sufficient, qualified, reliable and trained personnel to carry out the respective order to the full satisfaction of the customer. Customer satisfaction is regularly checked and evaluated by MoveAgain.

The partner may only provide the services agreed upon in the contract. Additional services are generally not permitted. Changes must be agreed upon with MoveAgain in advance. However, MoveAgain has the right to change orders at any time if the customer wishes so or if other circumstances require it.

The partner has to execute the orders personally, i.e. with his own employees. The involvement of subcontractors is only allowed with the explicit consent of MoveAgain. Under no circumstances may the partner's employees appear or pretend to be employees of MoveAgain when communicating with the customer.

The partner has to use sufficient, safe and technically safe vehicles as well as all other aids necessary for the fulfilment of the given order. MoveAgain has to be informed about significant changes in the stock of vehicles and other auxiliary means so that MoveAgain can take this into account when scheduling future orders.

2.2 Company image

The partner has to follow MoveAgain's instructions regarding the appearance (e.g. MoveAgain T-shirts worn by employees, marking of vehicles with a MoveAgain sticker, etc.) as well as the instructions regarding the use of other MoveAgain marketing materials.

2.3 Meeting deadlines and schedules

The Partner must comply with agreed dates and schedules.

The customer must be called in the event of any delays. In the case of delays of more than 30 minutes, 10% of the agreed fee for the order in question shall be deducted for each hour or part thereof that the delay lasts.

If the Partner does not keep the agreed appointment for any reason, the Partner is obliged to bear all costs for any replacement services (in particular the compensation). Furthermore, MoveAgain may demand a contractual penalty of up to CHF 5,000.00. The assertion and the amount of the contractual penalty is at MoveAgain's sole discretion. Furthermore, the compensation for the affected order is not owed in this case.

For the change/postponement of dates and cancellations, the regulation according to section 3 applies.

2.4 Compliance with regulations 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. trade licence, permit, etc.) and to abide by the applicable law (in particular with regard to illegal employment and minimum wages).

2.5 Final acceptance and damages/defects

After completion of the execution of the service, an acceptance protocol provided for this purpose must be filled out, in which the customer must list any visible defects or damage. Both the customer and the partner must sign the acceptance protocol. The partner is obliged to send the acceptance protocol to MoveAgain within 72 hours. MoveAgain may refuse to pay the compensation if no acceptance protocol is available.

If a customer claims defects or damages, the partner has to respond within 7 working days. Damages have to be reported to the respective insurance company immediately.

If an object (e.g. house, apartment, office, etc.) is handed over immediately after the services have been performed in the presence of the landlord or the administration, and services of the partner are relevant for this handover (e.g. cleaning of a move), the partner has to participate in the handover. If, through the Partner's fault, a subsequent improvement is necessary (e.g. a subsequent cleaning in the case of a moving-out cleaning), the Partner must carry this out free of charge until the Landlord or the administration is completely satisfied. A copy of the complaints of the landlord or the administration has to be sent to MoveAgain.

3. Change/postponement of dates and cancellations

3.1 Change/postponement of dates

Agreed deadlines (dates) for the provision of services can only be changed/postponed with the agreement of both parties. A confirmation from MoveAgain is required for the change/postponement of a date. The change/postponement of a date is associated with the following financial implications:

- If an appointment is changed/postponed within a period of 7 working days to 4 working days before the start of the service provision, the partner will be charged CHF 100.00.
- If an appointment is changed/postponed within a period of 3 working days to 48 hours before the start of the service provision, the partner will be charged 50% of the agreed fee.
- If an appointment is changed/postponed within less than 48 hours before the start of the service provision, the Partner will be charged 100% of the agreed fee.
- All other changes/postponements of dates are free of charge.

3.2 Cancellations

Cancellations must be sent to MoveAgain in writing. Cancellations have the following financial implications:

- Cancellations up to 7 working days before the beginning of the execution of the service are free of charge.
- For cancellations within a period of 7 working days to 3 days before the start of the execution of services, the partner will be charged 50% of the agreed compensation.
- For cancellations within a period of 3 working days to 48 hours before the start of the execution of services, the partner will be charged 80% of the agreed compensation.
- For cancellations within less than 48 hours before the start of the execution of services, the Partner will be charged 100% of the agreed compensation.

4. Compensation, payment and additional costs

4.1 Compensation

The amount of the compensation is calculated by MoveAgain and agreed upon in the individual order.

4.2 Payment

MoveAgain will pay the compensation within 30 days after the execution of the order (mid and end of month).

If the customer pays the partner on site in cash, MoveAgain will invoice the partner the commission agreed upon in the order or deduct it from the compensation of a further order.

4.3 Additional cost

If the partner has additional expenses in addition to the services agreed in the particular order (e.g. due to incorrect information provided by the customer regarding the household goods to be moved), the partner must pay for the additional expenses incurred, note them on the acceptance protocol and have them signed by the customer. In addition, the partner has to document the additional effort (e.g. in the form of photos) and send this documentation to MoveAgain within 24 hours after completion of the order.

If possible, MoveAgain will invoice the customer for the additional expenses incurred and compensate the partner for the additional expenses. This requires an existing documentation about the additional costs (e.g. photos).

The partner is not permitted to make agreements with the customer regarding the additional costs. A violation of this provision entitles MoveAgain to terminate the partner contract for an exceptional reason.

4.4 Licence fee

MoveAgain is entitled to charge the Partner a one-time or repetitive user fee for the admission and/or maintenance as a partner company on its online platform. MoveAgain has the sole discretion to determine the amount of this fee.

5. Liability and insurance

In case of damage, MoveAgain has to be informed immediately.

The partner is liable for all damages caused by him or his employees and agrees to indemnify MoveAgain completely (including legal fees and court costs). During the entire contract period, the partner must have a valid liability insurance and any other insurance (e.g. transport insurance) in a valid amount. Upon MoveAgain's request, the Partner must provide copies of the corresponding insurance policies and the corresponding payment documents (e.g. e-banking statement).

Damages must be reported to the insurance company immediately. If a damage is not reported to the insurance company within 7 days, MoveAgain is entitled to terminate the agreement for exceptional reasons. Furthermore, MoveAgain is entitled to deduct the amount of damages from the compensation owed. Furthermore, a contractual penalty of CHF 5'000.00 is to be paid.

6. Confidentiality and data protection

6.1 Confidentiality

The parties agree to treat as confidential all information not generally known to them, which they learn in connection with the contractual relationship or about the customers and business relationships of the other party (hereinafter referred to as "confidential information"). Confidential information includes in particular the agreed prices.

The parties undertake to make the Confidential Information available to third parties only to the extent and to the extent that this Partner Agreement 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, but only to the extent necessary to fulfill the contractual obligations of the third party.

The obligation of secrecy continues indefinitely, even after the termination of this partner agreement. Upon termination of the Partner Agreement, each party shall return or delete the confidential information of the other party upon request and each party undertakes to refrain from any further use of the confidential information.

6.2 Data protection

The Parties agree to ensure that their employees, other auxiliary persons and third parties called in at all times comply with the provisions of the Swiss Federal Data Protection Act.

The Partner may only use the customer data for the purpose of fulfilling the relevant orders and may not pass them 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 CHF 5,000.00 per breach. In addition, such a violation entitles the partner to an extraordinary termination of the partner contract as well as any current orders by MoveAgain.

7. Commencement, duration and termination

This partner agreement comes into force with MoveAgain's confirmation that the partner is accepted as a partner company and is concluded for an indefinite period. The partner contract can be terminated in writing at any time with a notice period of 30 days to the end of a calendar month. The right of extraordinary termination of the partner contract for important reasons (e.g. a serious breach of contract by the partner) is reserved.

If the framework agreement is terminated, its provisions shall remain applicable to current orders until the relevant services have been completed. Any orders concluded after the termination are invalid.

Orders are concluded for the duration of the relevant service provision. 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 requests it or other circumstances require it.

The termination of the partner contract as well as of the individual orders is subject to the reservation of obligations of the parties that go beyond the time of termination (e.g. to keep confidential information confidential).

8. Amendments

MoveAgain reserves the right to change this partner agreement at any time. MoveAgain will inform the partner about any changes in a convenient way (e.g. via e-mail). If MoveAgain changes the partner agreement significantly to the partner's disadvantage, MoveAgain will inform the partner in advance and the partner can terminate the partner agreement as of the date the change takes effect. If the partner fails to do so, he accepts the changes.

9. Further conditions

The parties agree that the present partner contract or by the individual orders do not form a simple partnership (Art. 530 et seq. OR). Should such a partnership be accepted contrary to expectations, the termination of the contract with which it is connected should at the same time lead to the termination of

the simple partnership. Furthermore, the parties agree that no employment relationship exists between MoveAgain and the partner's employees. An employment relationship exists only between the partner and his employees. Accordingly, the partner is responsible for the payment of the statutory social benefits (such as AHV/IV/EO, ALV, BVG, family allowances, holidays, public holidays, accident insurance, loss of pay in case of illness, pension fund, etc.).

The transfer of this partner contract or individual orders or the assignment or transfer of rights, obligations or claims resulting from it requires the written consent of MoveAgain.

The settlement of claims by the partner is only permitted with MoveAgain's written consent.

Changes and amendments of this partner contract, the orders, the partner guidelines as well as possible additional agreements must be in written form. This also applies to any change of this written form requirement.

If a provision of this partner agreement, the orders, the partner guidelines or possible additional agreements is completely or partially invalid or ineffective, the validity and effectiveness of the remaining provisions shall remain unaffected. In this case, the parties undertake to replace the invalid or ineffective provision by a provision which comes closest to the economic objective of the parties. The same shall also apply in the event of contractual loopholes.

10. Applicable law and place of jurisdiction

The contractual relationship between the parties, including this partner agreement and all orders based on it, is subject exclusively to Swiss law. The parties declare the rules of conflict of laws under private international law and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 to be inapplicable.

The 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, is agreed exclusively to be Zurich. MoveAgain may, however, also prosecute the partner at his place of business.