

MOVEAGAIN AG

PARTNERSHIP CONTRACT

1. Subject

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 who registers the Partner declares and warrants that he/she is authorized to represent the Partner and to conclude this Partner Agreement with MoveAgain on behalf of the Partner. MoveAgain may assume, irrespective of internal regulations or circumstances of the Partner and entries in the Commercial Register and without further verification of the authorization, that the person in question has the corresponding authorization.

With this Partner Agreement, the parties regulate the framework conditions of their business relationship for the possible provision of services by the partner from its business area. The services, if any, shall be agreed separately in orders or individual contracts (hereinafter jointly referred to as "Orders") between the Parties.

The Partner Agreement shall come into effect upon MoveAgain's confirmation to accept the Partner as a Partner Company.

The Partner Guidelines of MoveAgain in their current version form an integral part of the Partner Agreement. The current version of the Partner Guidelines is available under the following link:

https://www.moveagain.ch/documents/partner-guidelines/Partner_Guidelines_de.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. Obligations of MoveAgain

MoveAgain offers a virtual marketplace via an online platform and enables customers to book a household-related service with a partner. The platform thereby facilitates the matching between customer and partner as well as the processing of a possible order between the two parties. The platform can offer further services, namely the possibility of evaluating an order provided, processing a payment for an order, taking over certain accounting functions for a specific order or facilitating communication between the parties.

MoveAgain does not guarantee the Partner a certain number of inquiries from Customers or a certain minimum amount of revenue that the Partner could generate through the Platform. MoveAgain merely supports the Partner in acquiring additional Customers using the Platform and in facilitating the administrative processing of the order.

MoveAgain is not responsible for the order processing by the Partner and its quality and does not assume any liability and/or guarantee for an order. MoveAgain itself is neither provider nor customer of an order but is essentially limited to the provision of the platform services.

MoveAgain does not warrant that the Platform will be uninterrupted or available at any time. MoveAgain reserves the right to change the functionality of the Platform at any time and without prior notice or to discontinue its operation. The Customer shall not incur any legal claims against MoveAgain as a result thereof.

3. Obligations of the partner

3.1 Provision of the services

The Partner is free to accept or reject orders offered to him via the platform. The Partner shall not

suffer any disadvantages from a rejected order.

If the Partner accepts an order offered to him, the order between the Partner and the Customer is thereby created. The Partner itself is responsible for ensuring that its orders are executed correctly and to the satisfaction of the customer. The Partner shall provide the services agreed in the orders and shall be responsible for ensuring that it has sufficient, qualified, reliable and trained personnel to carry out the respective order to the full satisfaction of the customer. The Partner shall receive and respond to complaints from its customers.

The partner should only provide the services agreed with the customer within the scope of an order. Changes must be agreed with the customer in advance. However, MoveAgain has 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 consent of MoveAgain. The Partner and its employees shall at no time appear or hold themselves out to the Customers as employees of MoveAgain.

The Partner's operational organization and the operating resources required for the execution of the order are the Partner's responsibility. I.e. e.g. the partner has to use sufficient, safe and technically faultless vehicles as well as all further auxiliary means which are necessary for the fulfillment of the respective order. MoveAgain should be notified of any significant changes in the inventory of vehicles and other auxiliary resources so that MoveAgain can include this in the disposition of future orders.

3.3 Compliance with deadlines and times

The partner himself is responsible to keep agreed dates and times. In case of any delays, it is mandatory to call the customer.

If the Partner fails to keep the agreed appointment for any reason, it shall bear all costs for any substitute services (in particular the compensation for the services rendered by a third party). In addition, MoveAgain may claim a contractual penalty of up to CHF 5'000.00 per order not performed. The assertion and the amount of the contractual penalty shall be at MoveAgain's sole discretion. In addition, the remuneration for the order in question shall not be owed in this case.

For the change/postponement of dates and cancellations, the regulation according to item 4 applies.

3.4 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 license, permit, etc.) and to comply with applicable law (in particular in the area of moonlighting and minimum wages).

3.5 Acceptance and defects/damage

After completion of the service provision, an acceptance report must be completed, in which the customer must list any visible defects or damage. Both the Customer and the Partner must sign the acceptance report. MoveAgain provides a sample of such an acceptance protocol.

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

If an object (e.g., house, apartment, office, etc.) is handed over in time immediately 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. a move-out cleaning), the Partner may be obliged by its customer to participate in the handover. If, through the fault of the Partner, subsequent improvement is required (e.g. subsequent cleaning in the case of move-out cleaning), the Customer may require the Partner to carry this out free of charge until the Landlord or the Administration is fully satisfied (substitute performance pursuant to Art. 366 para. 2 CO).

4. Change/postponement of dates and cancellations

4.1 Change/postponement of dates

Agreed dates (dates) for an order can be changed/postponed only with the consent of the customer and the partner. The change/postponement of a date is connected with the following financial consequences:

- In case of change/postponement of an appointment within a period of 7 working days to 4 working days before the start of the scheduled order, the Partner will be charged CHF 100.00.
- In case of change/postponement of an appointment within a period of 3 working days to 48 hours before the start of the scheduled order, the Partner shall be charged 50% of the agreed remuneration.
- In case of change/postponement of an appointment within less than 48 hours before the start of the scheduled order, the Partner will be charged 100% of the agreed remuneration.
- All other changes/postponements of dates are free of charge.

4.2 Cancellations

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

- Cancellations up to 7 business days before the start of the scheduled order are free of charge.
- In the event of cancellations within a period of 7 working days to 3 days before the start of the planned order, the Partner will be charged 50% of the agreed remuneration.
- In case of cancellations within a period of 3 working days up to 48 hours before the start of the planned order, the Partner will be charged 80% of the agreed remuneration.
- In case of cancellations within less than 48 hours before the start of the planned order, the Partner will be charged 100% of the agreed remuneration.

5. Remuneration, payment and additional expenses

5.1 Remuneration of the order

The Partner shall set the price for an order offered to it itself and at its own discretion.

5.2 Payment

If the payment of an order is made through MoveAgain, the latter will forward the remuneration due to the Partner within 30 days after the successful execution of the order (mid and end of each month).

If the Customer pays the Partner in cash on the spot, MoveAgain will invoice the Partner for the commission included in the order or deduct it from the remuneration of another order.

5.3 Additional expense

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

MoveAgain shall invoice the Customer for the additional expenses incurred, if possible. The Partner shall be responsible within the scope of its operational organization and implementation to record any additional expenses incurred.

5.4 User fee

MoveAgain is entitled to charge the Partner a one-time or recurring user fee for admission and/or retention as a Partner.

6. Liability and insurance

The Partner is liable for all damage caused by him or his employees. The Partner shall act on its own

initiative at all times. The Partner shall inform MoveAgain about any case of damage during the performance of the order. Should MoveAgain suffer any damage as a result thereof, the Partner undertakes to indemnify MoveAgain in full (including attorney's fees and court costs).

The Partner must have sufficient liability insurance and any other insurance required in connection with the performance of its activities (e.g. carrier's liability insurance, transport insurance) 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).

7. Privacy and data protection

7.1 Privacy

The Partner undertakes to treat as confidential all information which is not publicly known and which it learns in connection with the contractual relationship with MoveAgain and/or about the order with the Customer (hereinafter referred to as "Confidential Information"). Confidential Information includes the agreed prices. The Partner shall then ensure that its employees and any third parties called in by it also treat the Confidential Information as confidential.

The Partner undertakes to make the Confidential Information available to third parties only to the extent and to the extent that this Partner Agreement permits it to do so, MoveAgain expressly permits it to do so, or this becomes necessary due to a court order or legal obligation.

The obligation to maintain confidentiality shall continue indefinitely, even after termination of this Partner Agreement. Upon termination of the Partner Agreement, the Partner shall return the Confidential Information to MoveAgain or irrevocably destroy it. Further use of the Confidential Information after termination of the Partner Agreement is not permitted to the Partner.

7.2 Data protection

The parties are subject to the relevant provisions of the Data Protection Act.

The Partner may only use the customer data for the purpose of fulfilling the respective orders and, in particular, may not pass them on to third parties. If customer data is no longer required, the Partner shall 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 shall entitle MoveAgain to terminate the Partner Contract and any planned orders extraordinarily.

8. Entry into force, duration and termination of the contract

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, without giving reasons and subject to a notice period of 30 days to the end of a calendar month. The right to extraordinary termination of the Partner Contract for good cause (e.g. a serious breach of contract by the Partner) is reserved.

If the framework agreement is terminated, its provisions shall remain applicable to orders already placed until their completion. Any orders accepted after termination shall lapse.

The termination of the Partner Contract as well as the individual orders shall be subject to any obligations of the parties (e.g. to maintain confidentiality of confidential information) extending beyond the date of termination.

9. Further provisions

The parties agree that they do not form a simple partnership (Art. 530 ff. CO) by the present partnership agreement or by the individual assignments. If, contrary to expectations, such a partnership should be assumed, the dissolution of the contract to which it relates shall at the same time lead to the dissolution 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 its employees. Accordingly, the Partner is responsible for the payment of statutory and/or customary benefits (such as AHV/IV/EO, ALV, BVG, family allowances, holidays, public holidays, accident

insurance, loss of wages in case of illness, occupational pension, etc.).

The transfer of this Partner Agreement or individual orders or the assignment or transfer of rights, obligations or claims arising therefrom to a third party shall require the written consent of MoveAgain.

Offsetting of claims by the Partner is only permitted with MoveAgain's written consent.

Amendments and supplements to this Partner Contract, the orders, the Partner Guidelines and any ancillary agreements must be made in writing. This shall also apply 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 gaps 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 Swiss law. The parties declare 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 not applicable.

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, shall be Zurich exclusively. MoveAgain may, however, also sue the Partner at the Partner's place of business.