

## General Terms and Conditions - Archer Relocation

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### 1. Validity

The following general terms and conditions apply to all transactions of Archer Relocation's services with the contractual partner - hereinafter referred to as the Customer.

The General Terms and Conditions apply to all business relations of Archer Relocation from 1 April 2015. The customer acknowledges this by using the services. Employees of Archer Relocation are not entitled to make oral ancillary agreements or give verbal assurances which deviate from the current conditions. Alternative agreements, amendments, supplements or additions are required in writing.

### 2. Subject matter

2.1. The object of the contract between Archer Relocation and the customer is the individually drawn up contract or order confirmation. These include the services described in detail with the agreed prices and, if applicable, the timeframe of the order.

2.2 Archer Relocation may operate at the same time for several customers.

2.3 An employment contract does not exist at any time.

2.4 Archer Relocation may employ translators, interpreters and research assistants to complete a part or the entirety of the customers assignment.

2.5 Archer Relocation may commission an immigration lawyer to complete a part of a customers immigration package.

2.6 Archer Relocation may employ language teachers and intercultural consultants to coach at workshops.

### 3. Condition of the contract

3.1. The agreement between Archer Relocation and the customer is finalised once Archer Relocation confirms the contract or offer in writing. Prior to confirmation, all Archer relocation offers are non-binding. The contract does not come into force if Archer Relocation does not respond within one week after the customers request.

3.2 A contract with Archer Relocation shall come into effect upon the receipt of the signed contract by mail or by e-mail.

3.3 Archer Relocation shall periodically notify the Customer of their activities and results upon request.

### 4. Obligations of the customer

4.1 The customer will use the documents made available by Archer Relocation only for their own order-related use and will not make these available to any competitor of Archer Relocation.

4.2 The customer is obliged to provide the necessary documents and information to Archer Relocation in order to ensure an efficient work process for both parties.

4.3 Upon commencement of the order to Archer Relocation, the customer shall advise Archer Relocation of all other efforts to find accommodation or Kindergarten/School placement.

### 5. Term of the contract, termination, cancellation

5.1 The contract begins and ends on the personally and contractually agreed dates.

Archer Relocation may terminate the contract only for cause. A possible reason for the termination is if the customer does not comply with the obligation to provide information and thereby make the execution of the order impossible or substantially more difficult. If Archer Relocation is not actually able to perform an order, they must notify the customer without delay. The service is then terminated.

5.2 Archer Relocation may demand compensation according to the progress of work. The following amount will be charged on any premature termination of the contract:

- 200, - Euro after the start of the activity for the customer, but before the beginning of the search for the object or work on the actual assignment.
- 50% of the agreed remuneration after the beginning of the housing or assignment, but before the signing of the lease/contract/issue of the residence permit or other bureaucratic item.
- 80% of the agreed remuneration during the housing search, once viewings/meetings have begun, but no lease/contract/residence permit or other assignment has been finalised.

### 6. Liability

6.1 Liability for third party services does not exist.

6.2.A liability for the correctness of all information by Archer Relocation is excluded. The information provided by Archer Relocation is not legal information.

6.3 Archer Relocation shall not be liable for the correctness of translations and verbal transmissions.

6.4 Archer Relocation shall not be liable for delays in the execution of the order.

6.5 Claims for damages against Archer Relocation shall be excluded, unless they are intentional or negligent behaviour. The limitation period for the assertion of damages is three years. It begins with the day on which the action triggering damages was committed.

6.6 Communication via e-mail: Communication via e-mail can have security gaps. For example, eMails on their way to us can be stopped and viewed by experienced Internet users. Should we receive an e-mail from you, we assume that we are entitled to respond by e-mail. Otherwise, you must explicitly request another type of communication.

### 7. Remuneration

7.1 All payments are due 7 days after the invoice without any deduction. Archer Relocation shall be entitled to interest on arrears at a rate of 2% above the European Central Bank's reference rate.

7.2 Down payment: For packages amounting to more than 1200 EUR (net), a deposit of 50% of the Relocation Package shall be payable by the customer immediately after the order has been issued.

7.3 In the case of amounts under 1200 EUR (net) The fee is due within 7 days after the invoice. Work on the assignment will only begin once the full fee has been paid.

7.4 Cash expenses and special costs incurred by Archer Relocation at the explicit request of the Customer shall be calculated at the cost price.

7.5 All services of the service provider are subject to the statutory value-added tax of currently 19%.

### 8. Data protection

8.1 Archer Relocation will not pass on customer's personal data to third parties without consent nor use it in other ways other than for the customers assignment.

8.2 Archer Relocation is permitted to pass on personal data of the customer to third parties when it is necessary in order to complete the assignment.

### 9. Jurisdiction

9.1 The German law shall apply exclusively to the business relationship between Archer Relocation and the customer.

9.2 The parties of dispute shall agree on the disputes arising out of this contractual relationship in Berlin.

9.3 The jurisdiction agreement applies to domestic customers and international customers.

### 10. Miscellaneous Provisions

10.1 There are no supplementary agreements to this Agreement. Amendments or additions to this contract are required in writing.