

PARTNERSHIP AGREEMENT – ON UMZUG

concluded between

Ongee GmbH, Hermannstraße 21, 12049 Berlin

– hereinafter referred to as “Ongee” –

and the company named during the registration on the “On Umzug” platform

– hereinafter referred to as “Partner” –

1. Subject of the Agreement

This partnership agreement regulates the framework conditions of the cooperation between Ongee and the Partner in the area of moving services. The specific services are defined in individual orders. The agreement constitutes a framework agreement and applies to all orders unless expressly agreed otherwise in writing. A partnership is established only upon written confirmation by Ongee.

2. Obligations of the Partner

2.1 Service Provision

The Partner undertakes to perform the assigned moving services completely, professionally, and to the satisfaction of the customers. Only qualified and suitable employees may be used.

Additional services beyond the respective order are only permitted with prior written approval from Ongee. The use of subcontractors requires the express written consent of Ongee.

The Partner and its employees are prohibited from presenting themselves to customers as employees of Ongee. In the event of a violation, Ongee reserves the right to impose a contractual penalty of up to **10,000 EUR**.

The Partner is obliged to use only technically sound and safe vehicles and equipment.

2.2 Deadlines and Punctuality

The Partner undertakes to strictly comply with all agreed deadlines.

In case of delays of more than 30 minutes, Ongee is entitled to deduct up to **50 EUR per started hour**.

In case of no-show, the Partner shall bear all resulting replacement costs. In addition, Ongee may impose a contractual penalty of up to **10,000 EUR**. In this case, the Partner is not entitled to any compensation.

2.3 Legal Requirements

The Partner guarantees compliance with all legal requirements necessary for the performance of the services, in particular business licenses, insurance obligations, minimum wage regulations, and the prevention of undeclared work.

2.4 Acceptance

After completion of the service, an acceptance protocol must be signed by the customer and submitted to Ongee within **72 hours**.

Without submission of the protocol, payment may be withheld. Any damages must be reported to Ongee and the relevant insurance within **7 days**.

3. Changes to Appointments and Cancellations

3.1 Rescheduling

Changes to execution dates require the approval of both parties and written confirmation by Ongee.

The following fees apply:

- **7 to 2 days** before execution: flat fee **100 EUR**
- **Less than 48 hours** before execution: **50% of the agreed remuneration**
- Changes more than 7 days before are free of charge.

3.2 Cancellations by the Partner

- **More than 14 days** before the date: free of charge
- **14 to 7 days: 50% of the remuneration + costs incurred**
- **6 days to 48 hours: 80% of the remuneration + costs**
- **Less than 48 hours: 100% of the remuneration + costs of replacement**

4. Remuneration and Payment Terms

4.1 Remuneration

The amount of remuneration will be individually determined by Ongee for each order.

4.2 Payment Term

Payment by Ongee will be made within **7 calendar days** after successful and proper execution of the order.

If the customer pays in cash on-site, the agreed commission will be deducted from the next payment or invoiced separately.

4.3 Additional Effort

Additional effort must be documented in writing by the Partner and confirmed by the customer in the acceptance protocol.

Direct agreements between the Partner and the customer regarding additional

remuneration are strictly prohibited. A violation leads to **immediate termination** of the contract and may result in a **contractual penalty of up to 10,000 EUR**.

4.4 Platform Usage Fee

Ongee reserves the right to charge a one-time or recurring usage fee for participation on the platform.

5. Liability and Insurance

The Partner is fully liable for all damages caused by themselves or their employees and undertakes to indemnify Ongee upon first request.

Proof of sufficient business liability insurance is mandatory.

If a damage is not reported within **7 days**, Ongee reserves the right to **immediate termination, deduction from payment**, and imposition of a **contractual penalty of up to 10,000 EUR**.

6. Confidentiality and Data Protection

6.1 Confidentiality

All non-public information about Ongee or its customers is considered confidential and must be kept strictly confidential – even beyond the term of this agreement.

6.2 Data Protection

The Partner undertakes to comply with all data protection regulations, in particular the GDPR.

Customer data may only be used for the execution of the respective order and must be deleted after completion.

Violations will lead to **immediate termination** of the agreement and may result in a **contractual penalty of up to 10,000 EUR**.

7. Duration and Termination

This agreement is concluded for an indefinite period and may be terminated by either party with **30 days' notice to the end of a calendar month** in writing. All orders accepted up to that point remain unaffected. No new orders may be accepted after termination.

8. Contract Amendments

Ongee reserves the right to amend this agreement with reasonable prior notice. If the Partner does not object within **6 weeks**, the changes shall be deemed accepted.

Existing orders shall be carried out under the previous terms.

9. Final Provisions

This agreement does not constitute a joint venture, partnership, or employment relationship between the parties.

The assignment of rights and obligations requires the written consent of Ongee. Amendments and supplements must be in writing.

Should any provision of this agreement be or become invalid, the validity of the remaining provisions shall remain unaffected.

10. Governing Law and Jurisdiction

This agreement is governed exclusively by **German law**.

The place of jurisdiction for all disputes is **Berlin**, although Ongee is also entitled to sue the Partner at their business location.