

General contract and business terms and conditions for Lessors

1. General contractual Terms and Conditions

For claims in connection with the contractual relationship between e-domizil AG with its registered office in Zurich (hereinafter "e-domizil") and the contractual partner (hereinafter "Lessor"), the following General Terms and Conditions (hereinafter "GTC") shall apply for the entire term of the contract for each object of the Lessor distributed via e-domizil.

The Lessors shall make their properties available to e-domizil on a binding basis at the times specified; e-domizil then lets these properties in its own name and for its own account to (end) clients (hereinafter referred to as "clients") against payment of a "tour price" and in doing so takes over, among other things, the property marketing, the booking administration, the client service as well as the collection (economically, this is a "reseller"-like business model with selective renting and subletting of the properties). When the property is rented out, the Lessor receives a rental credit; e-domizil makes a markup for itself (hereinafter referred to as "markup") (see section 4 below).

The business activities of e-domizil are primarily focused on the Swiss market, without excluding foreign Lessors or properties abroad.

2. Rights and obligations of the Lessor

a) The Lessor enters all data for the description of his object independently via the Lessor area provided by e-domizil. The Lessor assures to fill in the online form truthfully. The Lessor provides e-domizil with photographic and documentation of the property free of charge and allows its unrestricted use. The Lessor is obliged to observe applicable law as well as all rights of third parties when providing this picture and documentation material. It is therefore prohibited in particular to use legally or legally protected content in the presentation of the accommodation (including comments on client ratings) without being entitled to do so. This applies in particular to the use of photos and texts. Likewise, in particular insulting, defamatory, pornographic, violence-glorifying, immoral or abusive content is prohibited and may not be used. The Lessor agrees to indemnify e-domizil from all claims of third parties, including the necessary lawyer's and court costs incurred for legal prosecution, if the claims asserted against e-domizil arise in connection with the content made available by the Lessor.

b) The Lessor shall undertake to check the online presentation of his property created by e-domizil on the basis of his details for the correctness and completeness of the details and to inform e-domizil immediately of any errors or requests for changes.

c) Should a licence or similar be required for the letting of the property, the Lessor shall undertake to provide, without being requested to do so, appropriate proof prior to the publication of the accommodation presentation. Should the obligation only arise during the term of the contract, the Lessor shall provide the relevant licence or similar to e-domizil without being asked and without delay. Should the proof not be provided, e-domizil reserves the right to exclude the accommodation concerned from the online presentation and to terminate the contract extraordinarily (see point 7 b) below).

d) The Lessor is aware that e-domizil may have to release data of Lessors upon request by state institutions.

e) The Lessor shall inform e-domizil without delay in writing or directly via the online form of any changes to the property (e.g. changes to the furnishings) or its surroundings (e.g. building work, opening of a discotheque, closure of infrastructure businesses) that occur at a later date, whether caused by himself or by third parties.

f) The Lessor or his keyholder shall hand over the object at the agreed time in the condition described in the contract and fit for use.

g) e-domizil is not the publisher of client reviews. Thus, e-domizil will not make any significant changes to client or Lessor reviews and will not negotiate them.

h) The Lessor commits himself to enter prices and availabilities of the object(s) for the next year via the online Lessor area as early as possible, but no later than 1st October, so that e-domizil can dispose of them towards clients. If no changed prices have been entered by 01.10., the properties will continue to be sold on the basis of the rates of the previous year.

i) The Lessor may occupy the property himself or let it to others. However, these dates must be entered immediately in the Lessor area so that these periods can be shown as "occupied". The object is not available for letting to clients on these dates. Subsequent blocking of periods not let according to the calendar is prohibited. Should double occupancy nevertheless occur, e-domizil's

booking shall have priority. If, in an individual case, a booking is cancelled before the client's arrival for reasons for which the Lessor is responsible, e-domizil will in any case charge an expense allowance in the amount of the discount, but at least CHF 50 or EUR 50.

j) The Lessor makes the property bindingly available to e-domizil for rental to clients at the specified times. If a booking is cancelled by the Lessor, the Lessor is obliged to provide alternative accommodation of equal or higher quality in terms of facilities (type of accommodation, number of bedrooms, pool if applicable, etc.) and location for the client. If no alternative accommodation is available to the Lessor or if the client decides against it for justified reasons, the Lessor undertakes to bear the additional costs for the accommodation of the client and possible expenses (e.g. rebooking fees for the flight/train, transport fees etc.) incurred by the client and/or e-domizil due to the cancellation. In addition, e-domizil will in any case charge an expense allowance in the amount of the discount, but at least CHF 200 or EUR 200.

k) The Lessor shall undertake not to specify any references to private or commercial Internet sites, contact addresses (e.g. e-mail address) or telephone numbers in his/her presentation of the property. Should the Lessor breach this contractual clause, he/she may be faced with the blocking of all of his/her property presentations. In addition, e-domizil shall charge compensation for expenses amounting to the commission on the travel price, at least CHF 50 or EUR 50.

l) e-domizil enters into contractual obligations towards its clients when booking the property. A booking transmitted by e-domizil to the Lessor is therefore binding for the Lessor. The Lessor has to confirm the acknowledgement of the booking in writing within 24 hours after receipt of the booking. e-domizil reserves the right to charge a compensation if the booking is not acknowledged within 24 hours.

m) Insofar as a deposit has been agreed as security, the Lessor or his representative may demand this from the client when handing over the key. At the end of the rental period, the Lessor shall return the security deposit to the client after handing over the key, less any ancillary costs, if applicable. If the Lessor or his representative discovers any damage before the client's departure, he may offset this against the security deposit on site.

n) If the Lessor transfers the rights of use or ownership of the object to another person, he shall ensure that his successor makes the object available to the clients on the dates already reserved. The Lessor will inform e-domizil

immediately of the transfer of the rights of use or ownership of the object.

3. Rights and obligations of e-domizil

a) e-domizil includes the Lessor's property in its offer and presents it on the internet (on its own websites and on selected external sales channels) as part of its normal business activities.

b) If the Lessor does not fulfil his contractual obligations, e-domizil is entitled to temporarily suspend the presentation of the object. The same shall apply if the behaviour of the Lessor threatens to cause damage or other disadvantages for e-domizil.

c) e-domizil shall create a presentation on the internet about the property for the Lessor on the basis of his information in the online form.

d) e-domizil is entitled to increase or reduce the prices published to clients.

e) Furthermore, e-domizil takes over the administration of the bookings, the collection of the travel price and the support of those clients who have booked their object via e-domizil within the scope of its business activities. e-domizil acts towards the clients in its own name and on its own account.

f) e-domizil shall notify the Lessor in writing of binding bookings and the withdrawal or change of a client. Particularly in the case of changes at short notice, this notification can also be made by telephone as an exception.

g) e-domizil reserves the right in special cases to cancel a booking free of charge 72 hours after receiving notice from the Lessor.

h) e-domizil shall transmits the contact details of the travellers to the Lessor at the earliest after full client payment and dispatch of the travel documents.

i) If security risks are identified, e-domizil shall reserve the right at any time to suspend the services of the platform for the protection of the users until they are eliminated.

4. Terms of Payment

a) In principle, e-domizil shall transfers the rental credit agreed for the respective time to the bank account specified by the client to the Lessor one week before the client's arrival. The rental credit is calculated on the basis of the price for the property deposited by the Lessor in the Lessor's area minus the markdown of e-domizil. For security reasons, the first payment for new Lessors will only be made after the departure of the visiting client. The rental credit - taking into account the legally stipulated value

added tax - is paid out to the Lessor to the bank account specified by him. The following three cases exist:

- **Case 1:** The property is located outside Switzerland:
Price offered by the Lessor less markdown
= rental credit
- **Case 2:** The property is located in Switzerland and the Lessor is liable for VAT in Switzerland:
Price offered by the Lessor incl. VAT less markdown = rental credit
- **Case 3:** The Property is located in Switzerland and Lessor is not subject to VAT in Switzerland:
Lessor's offered price incl. VAT less VAT included =
Lessor's offered price excl. VAT less markdown =
rental credit.

In the case of bookings at short notice or delays in payment, the rental credit will be transferred as soon as possible. If charges are incurred for a transfer to a bank account outside Switzerland or Germany, these shall be borne by the Lessor.

b) The markdown is always the same regardless of the sales channel. e-domizil can increase or reduce the price to clients. In both cases there is no disadvantage for the Lessor and the Lessor receives the price fixed in the Lessor area minus the markdown (=rent credit). Increases in the price to clients will be collected and retained by e-domizil; reductions in this price will conversely be borne by e-domizil.

c) e-domizil is entitled to offset due claims for damages and reductions against the Lessor with payment obligations towards the Lessor. The Lessor also has no right to refuse performance towards the further clients if he does not agree with the offsetting of the claims.

d) Additional services not listed in this contract and on the client's booking confirmation will shall be collected by the Lessor or his agent directly from the client, provided that the client has been made aware of these additional services in the description or in the booking process.

e) If a client extends his stay when the property is available, the extension shall be invoiced via e-domizil.

f) If a client withdraws from the contract from the 60th day before arrival, the Lessor shall be paid the cancellation fee charged to the client minus the markup. e-domizil thus bears the credit risk if the client does not pay the cancellation fees to it. Before the markup of the discount, the legally required Swiss value added tax shall be deducted, should the property be located in Switzerland and the Lessor not be subject to value added tax in

Switzerland. The amount of the cancellation fees is based on the respective valid general terms and conditions on which the booking is based. The claim is forfeited if the property is re-rented or occupied by the owner during the period originally booked. The payment of this amount will be made after written feedback from the Lessor after the expiry of the cancelled period.

5. Liability

a) The Lessor shall guarantee the proper condition of the property and is liable to e-domizil for the correctness and completeness of the information provided by him and the existence of the guaranteed properties.

b) The Lessor shall be liable for correct information and the image and documentation material supplied by him. When handing over the material to e-domizil, he assures that he is entitled to transfer the rights of use and exploitation which are the subject matter of the contract.

c) The Lessor shall liable to clients and e-domizil for the timely provision of the property in a condition in accordance with the contract and suitable for rental and for its maintenance.

d) e-domizil shall inform the Lessor immediately about client complaints. If the client complains on the spot, the Lessor undertakes to check the facts of the complaint without delay and to remedy them. In addition, the Lessor shall immediately comment on the client complaints to e-domizil. In cases of complaint after the departure of the client, e-domizil shall forward these immediately to the Lessor. The Lessor will comment within 7 days. e-domizil is the direct contractual partner of the client, therefore no financial arrangements may be made with clients without consulting e-domizil.

e) If this statement of the Lessor is not received by e-domizil within the 7-day period according to clause 5 d) or if, according to the assessment of the legal advisor of e-domizil, the conduct of legal proceedings is in all likelihood not promising for e-domizil due to legal or judicial requirements, e-domizil shall be entitled to satisfy the claims of the client at its own discretion according to the files in the sense of a fair balance of interests.

f) Except in cases where e-domizil is liable under this contract, the Lessor shall indemnify e-domizil against any claims for damages and reductions.

g) Should e-domizil have to pay clients damages, repayments etc. due to court decisions or out-of-court agreements, e-domizil can have full recourse to the Lessor.

h) e-domizil accepts no liability for damage to or theft from the rented property caused by clients. These are to be reimbursed directly to the Lessor by the clients.

i) The Lessor shall be directly liable for the VAT consequences if the information provided in accordance with the VAT Act is false, untrue or incomplete.

j) The Lessor shall be liable for all consequences arising from a breach of contract.

k) e-domizil shall not assume any responsibility for the user's terminal device, the technical access to the range of services offered by e-domizil as well as for the software required for this. e-domizil excludes any liability for damages arising from the use of the Internet.

l) e-domizil shall not be liable for the consequences of disruptions, interruptions and delays, in particular in the publication of the offer on third-party websites.

6. Data protection

a) The Lessor shall undertake to comply with the laws and regulations on data protection. The Lessor shall store and process client data of which it becomes aware through the booking or by other means only to the extent that and for as long as it is necessary for the execution of the booking or an enquiry or as required by law.

b) The Lessor shall undertake not to send any advertising to the clients referred by e-domizil. This includes in particular telephone calls, e-mails and postal mailings.

c) The Lessor shall notify e-domizil without undue delay if e-domizil data has been unauthorised or unlawfully used or personal data managed in connection with this contract has been unauthorised or unintentionally lost, damaged, altered, destroyed or disclosed (hereinafter "security breach"). The Lessor agrees, reasonably provide e-domizil with all information and cooperate with and assist e-domizil as necessary: (a) to minimise or stop a security breach; (b) to prevent the recurrence of a security breach; and/or (c) to assist e-domizil in fulfilling its internal/external reporting obligations.

d) Furthermore, reference is made to the data protection declaration in the most current version on the e-domizil website.

7. Duration and termination of the contract

a) This contract shall run until the end of the calendar year following the conclusion of the contract. It is automatically renewed for one year at a time unless the

Lessor or e-domizil terminates it by November 30th of the current year with effect for the new calendar year.

b) The right of each party to extraordinary termination of the contractual relationship for important reasons remains unaffected. However, termination shall have no effect on rental agreements already concluded with clients at the time of termination. The Lessor shall remain obliged to perform in this respect.

8. Final provisions

a) The invalidity or ineffectiveness of individual clauses shall not affect the validity of the remaining provisions. The parties shall replace defective clauses with effective ones that come closest to them in economic and legal terms.

b) e-domizil reserves the right to amend these GTC at any time. It will bring the amended GTC to the attention of the Lessors in an appropriate form. In the case of purely formal changes, no explicit consent of the Lessor is required for ongoing contractual relationships; an appropriate notification to the Lessors is sufficient. However, if the amendments are of a material nature and, in particular, encroach on the rights of the Lessors, the Lessor must either explicitly consent to the amended GTC or reject them. In the event of rejection, the Lessor must be given the opportunity to terminate the contractual relationship with e-domizil by giving notice of termination. If the Lessor does not object within a period of 30 days after the announcement of materially amended GTC, these shall be deemed to have been accepted implicitly.

b) The contractual relationship between e-domizil and the Lessor shall be governed by Swiss substantive law (excluding conflict of laws).

c) All disputes and disagreements arising from this contract shall be settled by mutual agreement. Only in the event of a legal dispute shall the registered office of e-domizil in Zurich be deemed the exclusive place of jurisdiction. Any mandatory statutory places of jurisdiction are reserved

9. Contractual partner

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Note: This is an informal English Translation of the German Original for information purposes.

Solely the German version shall be legally binding. In the event of any discrepancies between the English and the German version, the German version shall prevail.