



## MASTER AGREEMENT

between

1. Acomodeo Marketplace GmbH, Am Salzhaus 4, 60311 Frankfurt am Main

- hereinafter referred to as: **Acomodeo**

and

2. the provider

– hereinafter referred to as:  
**Provider.**

Acomodeo and Provider, each hereinafter also referred as: Party (individually) and Parties (jointly),

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- (A) Acomodeo is specialized in the intermediation of Serviced Apartments and overnight accommodation services and operates the online platform acomodeo.com (“**Platform**”). The Platform is provider-independent. At present, Acomodeo’s database includes more than 500,000 Serviced Apartments which are all managed on a professional basis. The number of directly bookable offers is being extended continuously.

Acomodeo see themselves as partner and multiplier introducing international standards to the confusingly diverse Serviced Apartments industry in order to identify new target groups. This way, Acomodeo gains increased public attention for the accommodation type of Serviced Apartments and acts as ambassador of the industry.

Acomodeo offers Serviced Apartments and overnight accommodation services made available by providers to legal and natural entities alike (jointly referred to as: “**Clients**”). The latter can make bookings as business and as private travellers alike, for themselves and for additional persons (jointly referred to as: “**Guests**”).

- (B) The Provider is entrepreneur pursuant to Section 14 of the German Civil Code (“Bürgerliches Gesetzbuch” / “BGB”) and operates Serviced Apartments / offers overnight accommodation services. The Provider intends to cooperate with Acomodeo to tap new target groups.

In view of the above, the Parties agree as follows:

**1. Services provided by Acomodeo**

- 1.1 Acomodeo provides intermediation services for the Provider. For these services, the General Terms and Conditions for Providers attached as **Annex 1** apply.
- 1.2 Acomodeo is not and shall not be the contractual partner of the Client for the individual accommodation services but merely acts as intermediary. Contractual parties thereto are the Client and the Provider exclusively.
- 1.3 Acomodeo has the right to use third parties (subcontractors) to provide the contractual services.

**2. Conclusion of the contract for intermediation services, Amendments to the Service, Additional Services**

- 2.1 Acomodeo’s offer on acomodeo.com to provide intermediation services to the Provider is binding. The Master Agreement including its annexes is concluded if the provider enters

his data in the respective entry form, if he accepts this Master Agreement including its annexes and if he clicks on the button “*Let’s work together*”.

2.2 The Provider can double-check and, if necessary, correct his data in an overview before submitting his contractual declaration. This Master Agreement including its annexes will be made available to the Provider for download before submitting his contractual declaration. Immediately after having submitted his contractual declaration the Provider will receive an email confirming the conclusion of the contract. Acomodeo will not store the contractual text in a way accessible to the Provider.

2.3 In order to amend the service and/or additional services and in order to add other services offered by Acomodeo the Parties shall conclude separate agreements in text form. Service Level Agreements on such services shall be added to this Master Agreement as additional annexes.

### **3. Conditions of Payment**

3.1 If a fee is agreed in individual cases, the agreed amounts are net prices.

3.2 Payment of invoices is due within 14 days without deduction

### **4. Contact, Account Management**

The Provider identifies to Acomodeo one main contact person.

### **5. Liability**

5.1 Acomodeo shall be liable in case of intent or gross negligence, in accordance with legal provisions.

5.2 In the event of simple negligence, Acomodeo shall be liable only if Acomodeo violates a material obligation; the liability will be limited to typical foreseeable damages. A material obligation is defined as one the fulfilment of which is absolutely necessary for the proper performance of the contract, and the compliance of which the Provider may regularly rely on. This liability limitation shall not apply to damages resulting from damage to life, body, or health. Nor shall it apply in case of fraudulent concealment or in the case of a guarantee assumed by Acomodeo by way of exception or in the case of claims under the German Product Liability Act (“Produkthaftungsgesetz” / “ProdHaftG”).

5.3 Where Acomodeo's liability is excluded or limited, the same applies to the personal liability of Acomodeo's employees, representatives and agents.

## 6. Intellectual Property

6.1 For the purpose of promotion of the offers made available by the Provider, via Internet, print and broadcasting media as well as on trade fairs and events, the Provider hereby grants Acomodeo a non-exclusive right of use of the texts, pictures, graphics, logos etc. uploaded or transmitted by the Provider.

6.2 The Provider grants Acomodeo the right to use their name and logo for the purpose of Acomodeo's self-promotion.

## 7. Confidentiality

7.1 The Parties agree to keep strictly confidential all oral or written confidential information and other data obtained in the course of the collaboration under this Master Agreement, notably business and trade secrets ("**Confidential Information**"), and to protect the secrecy of this Confidential Information from disclosure to any third person. The Parties agree not to use the Confidential Information for any purposes other than those set forth in this Master Agreement and its Annexes.

7.2 Confidential Information may not be disclosed to third parties without the prior written consent by the relevant other Party. If Confidential Information is to be disclosed to third parties, signing of a confidentiality agreement by the relevant third party is prerequisite. The relevant other Party shall not withhold approval unreasonably. In that regard, affiliated companies as defined in Section 15 of the German Stock Corporation Act ("Aktiengesetz" / "AktG") shall not be regarded as third parties.

7.3 Excluded from the confidentiality obligation is:

- Information that is publicly accessible, already known to the Parties or which is subsequently released to the public by the disclosing Party itself;
- Information that was developed by one Party independently and autonomously without knowledge or use of similar information in the possession of the other Party;

- Information that was disclosed by a third party who is authorized and not subjected to a confidentiality obligation; or
- Information that must be disclosed by virtue of a statutory provision or orders/decisions by state bodies. The relevant other Party must be informed on such disclosure without delay.

7.4 This confidentiality obligation ends three years after termination of the Master Agreement.

7.5 The Parties agree not to release any information in media or make announcements at public events relating to the collaboration under this Master Agreement without the prior consent in text form by the relevant other Party. The provision under Clause 8 shall remain unaffected.

## **8. Term of the Agreement and Termination**

8.1 The Master Agreement shall be concluded for an indefinite period of time.

8.2 Each Party has the right to terminate the Master Agreement in text form by serving three months' notice to the end of the month. The right of extraordinary termination for cause shall remain unaffected.

8.3 In case of termination, Acomodeo will charge the commission for accommodations that have been booked via the Acomodeo platform up to the end of the effective date of the termination of the Master Agreement.

8.4 After termination of the Master Agreement, the Parties will return to the relevant other Party or delete all information and any copies thereof.

## **9. Setoff, Right of Retention**

9.1 The Provider shall only be entitled to offset his claims if his counter-claims are legally established as final and absolute, or are explicitly recognized in writing by Acomodeo.

9.2 The Provider can exercise a right of retention only if the claims arise from the same contractual relationship.

## **10. Contractual language, Applicable Law, Place of Jurisdiction**

- 10.1 Contractual language is English or German.
- 10.2 This Master Agreement and all claims and rights arising from or related to this Master Agreement shall be governed exclusively by the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
- 10.3 Exclusive place of jurisdiction for any disputes arising from or related to this Master Agreement, its establishment and its execution is - to the extent permitted by law - Frankfurt am Main/Germany.

## **11. Final Provisions**

- 11.1 All Annexes form an integral part of this Master Agreement. The above provisions contain all agreements concluded between the Parties with respect to the subject matter conclusively and completely, and replace all previous written, oral and implied agreements, negotiations or arrangements. No written, oral or implied subsidiary agreements were made.
- 11.2 For reasons of proof, all amendments or supplements to this Master Agreement require the text form unless the written form or notarial certification is required by law. In all amendments or supplements, explicit reference must be made to this Master Agreement. This also applies to an agreement on the deviation or the waiver of this formal requirement.
- 11.3 In the event individual provisions of this Master Agreement prove to be or become wholly or partly void, ineffective, impracticable or unenforceable ("**Invalid Provision**"), the validity of the other provisions shall remain unaffected. The Parties commit themselves at this point to replace the Invalid Provision by an arrangement which comes closest to the provision the Parties had agreed on in accordance with the intended purpose of this Master Agreement if the Parties had been aware of the invalidity of the provision. The same applies to any possible omissions. This severability clause does not imply a mere shift of the burden of proof, but waives Section 139 German Civil Code altogether.