

## Contractual provisions for housing space providers

### 1. Agency mandate for housing space providers

Housing space providers mandate UMS Ltd to search for suitable sublessees for a housing space offer which will be procured.

UMS Ltd procures the offered housing space for the seeker who is registered with UMS Ltd and provides him or her with the necessary information in order to establish contact with the providers. UMS Ltd may also establish contact itself with the providers. Offers from private and non-commercial providers will be published on the homepage of UMS Ltd.

The publication fee for housing space offers amounts to CHF 50.- (VAT incl.).

**SPECIAL OFFER:** No publication fee for apartments in Geneva and Lausanne (and surroundings up to 15 km).

The agency's fee of UMS Ltd is borne by the sublessees. They pay a commission fee (30% up to 150% of a monthly rent according to the term of lease).

### 2. Notification requirement and disclosing information to third parties

Housing space providers are required to notify UMS Ltd about contract conclusions and changes affecting their orders orally or in writing without delay. They have to disclose the names and address of the future sublessee to UMS Ltd after a contract conclusion, even if the sublessee was not involved with UMS Ltd.

In addition, housing space providers must notify UMS Ltd about contract extensions or follow-up contracts. The following are valid as contract extensions or follow-contracts: contracts which were concluded with the same contract partners or partners of the same firm during or within three months after the end of the contract duration of the precedent contract.

The information disclosed by UMS Ltd is not allowed to be shared with third parties.

If the notification requirement is violated or information is disclosed to third parties, then the providers are liable towards UMS Ltd for any damages, namely lost commission fees.

### 3. Deletion of the object

After the notification about the realization of a sublease contract, UMS Ltd will delete the corresponding offer.

The housing space offer can always be withdrawn by the providers or deleted by UMS Ltd.

### 4. Position of UMS Ltd

UMS Ltd does not guarantee the realization of a sublease contract.

UMS Ltd does not assume responsibility for the accuracy of the seekers' data. It is the providers' duty to verify the accuracy of the data.

On the basis of its examination procedure, UMS Ltd. verifies if possible the solvency of the seekers and enquires reference information at their employer. Depending on the results of the examination procedure, UMS Ltd. either accepts or refuses a search mandate. Before concluding a (sub)lease contract, the housing space providers have the possibility to make enquiries about the results of the examination procedure. However, the landlords bear, in every case, the responsibility to verify the correctness of the seekers' indications. UMS Ltd. assumes no responsibility for the correctness neither for the seekers' indications nor for the results of the examination procedure.

The conclusion of the contract takes place directly between providers and seekers. UMS Ltd does not assume liability for any consequences resulting from incomplete contracts or improper conduct of the contract parties, even if UMS Ltd was directly involved in the conclusion of the contract.

### 5. Data protection

Housing space providers authorize UMS Ltd to transmit the data disclosed to potential housing space seekers. In order to indicate the geographical situation of your object by using internet map services, your ad also shows the geographic coordinates where the object is situated.

In addition, UMS Ltd is allowed to use the data in order to transmit information for its own purposes, as well as to use the transmitted photos without any restriction.

### 6. Legal venue

The legal venue is Berne (Switzerland). Unless this contract states otherwise, the Swiss Code of Obligations (Schweizerisches Obligationenrecht) is valid.