

Contractual provisions for seekers of housing space

1. Agency mandate for seekers of housing space

Housing seekers mandate UMS Ltd to supply objects for subleasing..

UMS Ltd will give seekers the necessary information (telephone number, addresses etc.) so that they can contact the landlords. UMS Ltd itself can also contact the landlords.

Furthermore, if a housing seeker has registered search criteria, UMS Ltd submits new offers that have come in meeting the search criteria.

2. Mandate fee – MONEY BACK GUARANTEE IF THE CUSTOMER IS NOT SATISFIED

Seekers pay a mandate fee of CHF 50.- (incl. VAT). If seekers are not satisfied with the service of UMS Ltd, the mandate fee will be refunded without objections within 30 days after the indication of a bank connection.

3. Notification requirement

Seekers are obliged to notify UMS Ltd without delay if an oral or written contract or a renewal or an extension of an existing contract has been concluded. This information includes the address of the future residence as well as the name and address of the landlord even if the property was not supplied by UMS Ltd. Seekers must also disclose changes concerning their search request without delay.

Renewal or extension of the period of contracts is allowed as long as UMS Ltd is notified. Renewal and extension of contracts are liable to fees (cf. '4. Commission fee in the case of a successful conclusion').

4. Commission fee in the case of a successful conclusion

In the case of the conclusion of a (sublease) contract with an object supplied by UMS Ltd respectively with the landlord, the seeker is required to pay UMS Ltd a commission fee. This fee must also be paid if the seeker and the landlord have concluded a contract involving another object than the one indicated by UMS Ltd.

The fee excludes VAT. VAT will be indicated separately on the fee bill.

The fee depends on the gross monthly amount seekers pay the landlord and on the duration of the contract. It is calculated as follows:

1 month or less	30%	of a gross monthly amount
2 months	50%	of a gross monthly amount
3 months	70%	of a gross monthly amount
4 months	90%	of a gross monthly amount
5 months	100%	of a gross monthly amount
6 months	110%	of a gross monthly amount
7 months	120%	of a gross monthly amount
8 months	130%	of a gross monthly amount
9 months	140%	of a gross monthly amount
10 and more months resp. contracts with indefinite duration	150%	of a gross monthly amount

The minimal fee is CHF 500.-.

A month is the smallest calculation unit. In the case of a month that has begun, the fee will just the same be calculated for the whole month.

In the case of contracts with an indefinite duration, 150% of a gross monthly amount will be charged, independent of the actual duration of the contract. If a contract is canceled prematurely or if the sublease contract is not fulfilled, fees or parts of fees will not be returned.

Renewal or extension of the period of contracts is allowed as long as UMS Ltd is notified. Renewal and extension of contracts are liable to fees. A renewed or extended contract is understood to be a contract which has been concluded during or within three months of the end of the

contract duration of the preceding contract on the same object or on another object with the same landlord.

5. Verification of information

UMS Ltd is authorized to ask for securities, references and proof, and to refuse potential seekers without being obliged to state reasons. The seeker explicitly permits UMS Ltd to obtain information from credit information services and from the employer.

6. Information from other sources

If UMS Ltd supplies the seeker with addresses which the seeker already knows from another source, then the seekers must notify UMS Ltd within 24 hours of this other source, otherwise it will be understood that the address has been supplied by UMS Ltd.

7. Disclosure of information to third parties

The information given to seekers by UMS Ltd must not be forwarded to third parties. If information is forwarded to third parties, then the person who did so will be held responsible for all damages, especially for the loss of commissions suffered by UMS Ltd.

8. Deletion of the search request

After UMS Ltd has received the notification that a contract was successfully concluded, UMS Ltd will delete the search request.

The search request can be withdrawn or deleted by UMS Ltd at any time.

9. Status of UMS Ltd

UMS Ltd cannot guarantee that a successful conclusion of a contract will take place.

UMS Ltd is not responsible for verifying that the information given by landlords is correct.

The conclusion of the contract takes place directly between landlords and seekers. UMS Ltd is at the disposal of the parties if aid is required to conclude the contract and is also available for any questions related to the conclusion of a contract.

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.

10. Data protection

Housing space seekers permit UMS Ltd to forward the indicated data as well as the information from credit information services and from the employer to potential landlords. In addition, UMS Ltd is allowed to use the given contact data in order to transmit information for its own purposes.

11. Legal venue

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

12. Version statement

This English version is a translation of the German contract called 'Vertragsbestimmungen für Wohnraumsucher' which is available for download on www.ums.ch as a part of the form called 'Vermittlungsauftrag für Wohnraum-Sucher'.

In case of conflicts, the German contract version is authoritative.