



Partner Cooperation Agreement

between:

Expatrio Global Services GmbH,
Liniestraße 156-157, 10115 Berlin
Further referred to as “**Expatrio**”,

and

Company name: Belfurt Consultancy
Address: No. 524, Geschwister-Scholl-Straße 13
Further referred to as the “**Partner**”

Hereinafter referred to as the “**Agreement**”.

Together referred to as the “**Parties**” and each individually as a “**Party**”.

Preamble:

- I. Expatrio is a global holistic platform for individuals wishing to move to Germany from outside the European Union (EU) and European Economic Area (EEA) countries. Expatrio provides its services via www.expatrio.com and the Expatrio mobile application. The main products offered by Expatrio are a Blocked Account, Health insurance and a daily banking account (“Current Account”) that can be purchased online (each individually a “Product”, together the “Products”). Expatrio strives to broaden the product offering in future to provide the smoothest relocation experience for its customers.
- II. The Partner wishes to become a partner of Expatrio for the referral of products and services to private customers. In order to do that, the Partner shall advertise Expatrio as a preferred provider to the Partner’s own customers and/or network. For a successful referral of a Product to a new customer that leads to the new customer purchasing the Product (“Sale”), the Partner will receive remuneration (hereinafter “Commission”).

In setting forth the terms of this Agreement, the Parties have agreed to the following provisions:

1. Registration and referral links

- 1.1. The Partner must register on the internal system maintained by Expatrio for its Partners (“Expatrio Partner Portal”).
- 1.2. Upon registration the Partner shall receive a unique referral link and/or a QR code leading to the referral link.
 - 1.2.1. The unique referral link can be embedded into the advertising area of the Partner.
 - 1.2.2. The Partner must activate its own login and access on the Expatrio Partner Portal to be able to use the unique referral link and/or the QR code.
- 1.3. The registration on the Expatrio Partner Portal is a prerequisite for the cooperation between the Parties. All required information in the profile of the Partner on the Expatrio Partner Portal must be filled out as a prerequisite for the payout of any remuneration from Expatrio.

2. Blocked Account

- 2.1. Expatrio offers its customers the opportunity to open a blocked account (*Sperrkonto*) which is a German visa requirement for internationals as proof of adequate financial means to live in Germany (the “Blocked Account”).
- 2.2. Each Blocked Account must be opened by each customer personally. The Partner however may offer guidance and assistance to its own customers at its own discretion. In handling any personal data of any customer, the Partner must make sure that the Partner has received the customer’s consent for handling their personal data.
- 2.3. Each Blocked Account may only be funded with funds originating from the customer who is a beneficiary of the Blocked Account or by a close relative of the customer who is a beneficiary of the Blocked Account. The Partner commits to communicating this rule to the customers. The Partner shall not encourage, engage or in any way be involved in any violation of this requirement or any other requirement of the banking authorities that Expatrio may communicate later. Violations of this Clause are considered material breach of this Agreement and may result in an immediate termination of the Agreement.
- 2.4. A Sale of a Blocked Account is defined as the moment when a new customer has opened a Blocked Account on the Expatrio platform and activated it.

- 2.5. Each Sale of a Blocked Account will be remunerated in accordance with the amounts outlined in Section 7 (the “BA Commission”).

3. Public Health Insurance

- 3.1. Public Health Insurance is defined as the statutory health insurance provided by the Techniker Krankenkasse (“TK”).
- 3.2. Each application for Public Health Insurance should be submitted by each customer personally. The Partner however may offer guidance and assistance to its own customers. In handling any personal data of any customer, the Partner must make sure that they have received the customer’s consent for handling their personal data.
- 3.3. A Sale of Public Health Insurance is defined as the moment when the Public Health Insurance becomes active and the Insurer has paid out a commission to Expatrio.
- 3.4. Each Sale of Public Health Insurance will be remunerated in accordance with the amounts outlined in Section 7 (the “Commission TK”).

4. Private Health Insurance with ottonova Study Secure Premium

- 4.1. Private Health Insurance is defined as the private health insurance provided by ottonova Krankenversicherung AG (“ON”) or Dr Walter GmbH (“Dr Walter”).
- 4.2. Each application for Private Health Insurance should be submitted by each customer personally. The Partner however may offer guidance and assistance to its own customers. In handling any personal data of any customer, the Partner must make sure that they have received the customer’s consent for handling their personal data.
- 4.3. A Sale of Private Health Insurance is defined as the moment when the Private Health Insurance becomes active and either ON or Dr Walter has paid out a commission to Expatrio.
- 4.4. Each Sale of a Private Health Insurance will be remunerated in accordance with the amounts outlined in Section 7 (the “Commission ON” or “Commission Dr Walter”).

5. Value Package

- 5.1. Value Package is defined as the Product offered by Expatrio whereby customers receive a Blocked Account, a Current account and either a Public

Health Insurance or a Private Health Insurance according to their submission.

- 5.2. Each application for a Value Package should be submitted by each customer personally. The Partner however may offer guidance and assistance to its own customers. In handling any personal data of any customer, the Partner must make sure that they have received the customer's consent for handling their personal data.
- 5.3. A Sale of a Value Package is defined as the moment when the Value Package becomes active and either an Insurer or ON has paid out a commission to Expatrio, as applicable.
- 5.4. Each Sale of a Value Package will be remunerated in accordance with the amounts outlined in Section 7 (the respective "Commission VP").

6. Payment Conditions

- 6.1. The payments for each type of commission will be made by standard bank transfer.
- 6.2. The payment of all applicable commissions will take place on a quarterly basis, taking into consideration all sales **after** the customer has activated their Blocked Account and/or Public Health Insurance or Private Health Insurance, however, not sooner than the 14 days after activation of each account in which the customer has a revocation right.
- 6.3. The minimum amount for a payout is 200 EUR.
- 6.4. Payment will be done within 30 days after the end of each quarter.
- 6.5. In the event of a Sale of a Private Health Insurance, the respective Commission ON will be paid quarterly in four equal installments subject to the customer not having revoked their Private Health Insurance application.
- 6.6. For the payment to be made, the Partner must provide all the details required in the Expatrio Partner Portal. A payout cannot be made without the Partner profile in the Expatrio Partner Portal being filled out with all necessary information.
- 6.7. For tax reasons, the Partner must provide a full set of required data.

7. Commission

7.1. For each Sale of a Product that Expatrio offers, the Partner shall be remunerated as follows:

Product	Commission amount per Sale	Commission VP
Commission BA	10 €	n/a
Commission TK	20 €	30 €
Commission Dr Walter	20 €	30 €
Commission ON	40 €	50 €

7.2. A product can be sold as either an individual product - Blocked Account or Private Health Insurance or Public Health Insurance - or as a Value Package which represents a bundle of Products - Blocked Account and Private Health Insurance or Public Health Insurance and Current Account. It is not possible for a Partner to receive Commission for a Product as part of a Value Package and as an individual Sale.

8. Value Add Taxes (VAT)

- 8.1. The remuneration includes VAT if applicable in the respective country of the Partner's operation.
- 8.2. Where German VAT applies, the VAT rate is 19%.

9. Marketing rules, Corporate Identity

- 9.1. The Partner may only use Expatrio marketing material that is explicitly approved by Expatrio and only after Expatrio's explicit approval in writing.
- 9.2. The Partner may ask Expatrio for marketing material when necessary for the provision of its services.

10. Data protection

- 10.1. The Partner does not have the rights to receive any information about the profiles created in the Expatrio system by customers solicited for Expatrio by the Partner. Personal data of customers may only be requested by the customers themselves.
- 10.2. The Partner may request structural information to help with optimizing its campaigns. Information shall be provided in a consolidated and anonymised or pseudonymised format.

11. Confidentiality

- 11.1. All information exchanged between Expatrio and Partner in the course of their partnership, including negotiations, conversations and presentations prior to concluding this Agreement, is strictly confidential and must not be exchanged with third parties.
- 11.2. The content of this Agreement is strictly confidential and may not be exchanged with third parties, except when necessary for the fulfillment of a legal obligation towards a governmental authority.

12. Agreement duration

- 12.1. This Agreement is concluded for an unlimited period of time and can be terminated by either Party by observing a notice period of 1 month.
- 12.2. If any commission becomes due after the termination of the Agreement, the Partner is still eligible for the commission till the end of the Agreement's validity.

13. Final provisions

- 13.1. Expatrio is allowed to store and process the personal data of the Partner within the scope of the central contract management storage systems of Expatrio for the purposes of fulfillment of a contract.
- 13.2. Changes and/or amendments to this Agreement require the written form for validity in all cases. A waiver of this requirement by verbal agreement is invalid. No general terms and conditions of the Partner shall apply. This also applies if it has not been expressly objected to the Partner's terms or if Expatrio performs its obligations without objection.
- 13.3. Exclusively the law of the Federal Republic of Germany shall apply to all legal disputes regarding the validity of this Agreement and to all claims arising from or in connection with this Agreement. The exclusive place of jurisdiction for all legal disputes arising from or in connection with this contractual relationship is Berlin (Local or District Court).
- 13.4. Should individual provisions in this Agreement be or become invalid, the validity of the Agreement as a whole and of its remaining provisions shall not be affected thereby. Instead of the invalid provision or in amendment of any omissions in the provisions of this Agreement, an appropriate provision shall be agreed, which comes closest to what the Parties have intended according to its economic objective, or which is equivalent of what would have been agreed according to the meaning and purpose of this Agreement if the Parties had considered this point from the outset.

