

General Terms and Conditions of the
MWZ 24 GmbH, Ernst Gnoß Str. 5, Düsseldorf

1. Commission Fee

1.1 Commission Entitlement

When contracting the Real Estate Company "MWZ 24" in Düsseldorf, hereafter referred to as "MWZ 24", the renter assigns MWZ 24 to act as an agent in the completion of a rental agreement. Commission is due and is to be paid as soon as a rental agreement is completed for a property that has been rented through MWZ 24. The same applies for completion of commercial or similar agreements and for additional contracts (cf. section 1.3) or for the improper disclosure of information leading to a contract.

1.2 Rate of commission

On completion of a rental agreement the rate of commission payable is 200% of a month's rent plus 19% VAT at the preset statutory amount.

For limited rental agreements with a total rental period of up to 12 months the following variant commission table can be used:

Commission table:

Rental period up to	1 Month	30%	months rent +19% VAT.
Rental period up to	2 Month	40%	months rent + 19%VAT.
Rental period up to	3 Month	60%	months rent + 19%VAT.
Rental period up to	5 Month	80%	months rent + 19%VAT.
Rental period up to	6 Month	100%	months rent + 19%VAT.
Rental period up to	10 Month	135%	months rent + 19%VAT.
Rental period up to	12 Month	150%	months rent + 19%VAT.
Rental period up to	12 Month	200%	months rent + 19%VAT.
Unlimited rental period		200%	months rent + 19%VAT.

The commission amount due to MWZ 24 is determined by this commission table and according to the negotiated rental period.

This applies in particular to later agreed changes to the original rental period if there is an agreed extension option carried out in the rental agreement or if several rental agreements are completed in succession.

In the case that a limited rental agreement is later changed into a temporary rental agreement the payable commission is 200% of a month's rent plus VAT. Should the total rental period of several successive limited rental agreements amount up to 6 months, the commission payable is 100% of a month's rent plus VAT.

In accordance with the above mentioned commission table the commission fee of MWZ 24 is determined by the following conditions:

- a) There is no existence of additional contracts in terms of subsequent regulations to section 1.3.
- b) The renter does not misuse the information supplied to him by MWZ 24 or pass it on to a third party (cf. subsequent section 2)
- c) The renter informs MWZ 24, within 2 weeks of completion of the rental agreement, the amount of rent and the agreed rental period.
- d) The renter informs MWZ 24 of an extension to the originally intended rental period within 2 weeks of agreeing the extension.
- e) The renter pays the commission fee to MWZ 24 within 14 days after receipt of the commission invoice.

In the case that these conditions are not met the amount of commission to be paid is always 200% of a month's rent irrespective of the agreed rental period.

1.3 Binding Additional Contracts

On completion of a rental agreement through the MWZ 24, for an appointed commercial property or similar additional contract, commission is also due. In cases where an additional contract comes into effect with a landlord due to information supplied by MWZ 24 where the renter does not rent one of the advertised properties of MWZ24 but another from a landlord, commission is still due. If a rental agreement comes into effect the buyer is to pay commission of 200% of a month's rent plus VAT to MWZ 24. In the case that another contract is completed; the buyer is obliged to pay the customary commission.

2 Disclosure agreement

All information from MWZ 24, including that on properties, is solely for the use of the renter. The renter is forbidden to pass on any information to a third party or other persons without prior consent from MWZ 24. The consent to pass on information must be in written form and obtained in advance. In the case that the renter violates this obligation and the third party or other person to whom the third party has passed the information onto completes a contract with a landlord of a property the following applies:

The renter is obliged to pay MWZ 24 commission for every contract that comes into effect at a rate of 200% of a month's rent plus VAT. In the case that other contracts come into place in the way that has just been mentioned a commission customary to the location is to be paid by the renter.

E.g. should the renter pass on information to a work colleague without prior written consent from MWZ 24 and a contract with a landlord comes into place for one of the appointed properties commission is to be paid to MWZ 24.

This is applicable if a third party or other person completes an additional contract with a landlord of a property from the MWZ 24 (cf. above section 1.3).

3 Dual Function

MWZ 24 is permitted to act on a commission basis for the other contract party.

4 Acknowledgement of Offers

Should the renter already have received one of the , he is to notify MWZ 24, at the latest within 10 days after receipt, declaring the source. In the case that this obligation is violated MWZ 24 can claim for damages.

5 Information Obligations

The renter is obliged to inform MWZ 24 in written form if he does not wish to realize a contract that is to come into place or if the order contract is finished.

6 Completion of the Main Contract

The renter is to inform and send a copy of the contract to MWZ 24 forthwith, in written form, about the completion of a contract of a property through the MWZ 24. This applies to additional contracts (cf. above section 1.3)

7 Limitation of liability

The renter is responsible for making contact with landlords and the completion of a rental agreement. Therefore MWZ 24 is not liable to claim for damages occurring from time delays, property defects or for contracts that do not come into place.

8 Choice of Law, Court of Jurisdiction

The court of jurisdiction for all arguments between the parties is, where permissible, solely the domicile of MWZ 24. German law applies.