

CONDITIONS FOR PARTICIPATION IN THE BUWOG REFERRAL COMMISSION PROGRAMME

[For reasons of better readability, the masculine form is used below for personal designations and personal pronouns; the corresponding terms apply to all genders and do not imply any judgement]

1. Scope of application

The following conditions of participation apply to the "BUWOG Referral Commission" programme ("**Programme**"), which is operated in Grünau, Spandau, Niederschönweide, Schönefeld and Leipzig, apply for the residential construction projects BUWOG Dahmebogen, BUWOG Havelbogen, BUWOG Havelgalerie, BUWOG Neue Mitte Schönefeld, BUWOG Weydenhof and BUWOG ATRIO ("**residential construction project**") by BUWOG - Regattastrasse Development GmbH, BUWOG - Berlin Wohnen GmbH, BUWOG - Region Ost Development GmbH, BUWOG Wohnwerk S.A., all project companies with registered offices at: Rankestraße 21, 10789 Berlin ("**Organiser**"). The programme offers existing BUWOG customers the opportunity to refer new customers for the residential construction project and to receive a commission for each successful referral. The conditions of participation regulate participation in the programme, payment of the referral commission and the legal relationship between the referrer or new customer and the Organiser. By participating in this programme, the respective participant accepts the exclusive validity of the following conditions of participation.

2. Definitions

The following definitions apply within the scope of these conditions of participation

"**Existing customer**" is any natural person of legal age resident in Germany who is registered with BUWOG as an existing customer (buyer/prospective buyer).

"**BUWOG**" refers to BUWOG Bauträger GmbH and BUWOG - Regattastraße Development GmbH, BUWOG - Berlin Wohnen GmbH, BUWOG - Region Ost Development GmbH, BUWOG Wohnwerk S.A.

"**Successful referral**" is deemed to have taken place if (i) a third party successfully registers as a new customer with BUWOG as a result of a referral action by the referrer, stating the referrer's name and address, and (ii) an effective notarised purchase agreement is concluded between the Organiser and the new customer regarding a property offered by the Organiser for the residential construction project as a result of the referral. Without a successful prior registration of the third party as a new customer, stating the full name of the referrer, the referrer shall not be entitled to commission. The referrer shall also not be entitled to commission if the referrer himself is involved in the property transaction as a co-buyer. The Organiser is not obliged to conclude contracts with the new customers referred by the referrer for properties offered by the Organiser. If a new customer is referred by several referrers, the referrer indicated by the new customer upon registering shall be decisive for the claim.

"**Cardinal obligations**" has the meaning defined in section "8. Liability".

"**New customer**" is any adult natural person who has already reached the age of 18 and is resident in Germany, who effectively registers with BUWOG as a prospective buyer as a result of a referral and is not or was not registered as an existing customer with BUWOG either at the time of registration or in the past (confirmation from BUWOG required). "New customers" within the meaning of the above definition cannot be employees of the Organiser, BUWOG Bauträger GmbH or BUWOG Projektmanagement Gesellschaft. Spouses or partners of referrers are also excluded as "new customers", as are partners of referrers living with them in a cohabiting relationship.

"**Programme**" has the meaning defined in section "1. Scope of application".

"**Programme Period**" has the meaning defined in section "5. Programme Implementation Period".

"**referrer**" is any natural person of legal age resident in Germany who is registered with BUWOG as an existing customer (buyer/prospective buyer); existing customer status within the meaning of this definition must exist at the time the referral takes place. People with legal incapacity are excluded from participation. Persons acting in the exercise of their commercial or independent professional activity (e.g. estate agents) are also excluded from participation.

"**referral commission**" means the remuneration paid by the Organiser to the referrer for each successful referral.

"**act of referral**" is any act by which the referrer proposes that a third party register with BUWOG as a potentially interested buyer who is not already registered with BUWOG at that point in time as an existing customer (buyer/prospective buyer).

"**Residential construction project**" has the meaning defined under "1. Scope of application".

"**Organiser**" has the meaning defined in section "1. Scope of application".

3. New customer referral process

In detail, the following steps are necessary if a referrer wishes to refer a new customer:

(1) Within the programme period, the referrer must suggest to a third party not registered with BUWOG as an existing customer (buyer/prospective buyer) at that time

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that they register with BUWOG as a potential prospective buyer for a property offered by the Organiser for the residential project. The referrer must inform the third party that a referral commission will be paid in the event that a notarised purchase agreement for a corresponding property is successfully concluded. The referrer is not authorised to carry out any further activities or make any further declarations, in particular take part in negotiations with, give promises or advice to interested parties.

(2) Within the programme period, the third party approached by the referrer must either register (i) online at <https://www.buwog.de/kunden-werben-kunden>, (ii) per email at the address: vertrieb-berlin@buwog.com, (iii) by post to BUWOG Bauträger GmbH, Rankestraße 21, 10789 Berlin or (iv) by calling the Organiser on +49 30 338 539 1915 to register as a prospective buyer for properties offered as part of the residential construction project and in doing so must specify the referrer as the intermediary; it is not possible to specify the referrer retrospectively; the third party can also only name one person as the referrer. In total, the third party must provide the following information:

(a) his own contact details (name, email address and postal address)

(b) the name, postal address and email address of the referrer.

Registration requests submitted by fax by the third party proposed by the referrer will not be considered.

(3) The Organiser shall check the registration in accordance with the conditions of participation on the basis of the information provided. If the registration complies with the conditions of participation on the basis of the information provided, the third party will be asked to confirm their registration as a new customer by means of a confirmation email sent to the email address provided by them via an attached link.

(4) The registration of the third party as a new customer within the meaning of the conditions of participation is deemed to have been successfully completed when the third party confirms their registration via the link contained in the confirmation email (so-called 'double opt-in procedure').

4. Requirements for entitlement to a commission payment

(1) In the event of a successful referral by a new customer, the referrer shall be entitled to a commission from the Organiser. The amount of the commission is EUR 500.00 net (in words: five hundred EURO net). The commission shall be due for each successful referral of a new customer.

(2) To pay the commission to the referrer, the Organiser shall contact the referrer within twenty-one (21) working days following conclusion of the notarised purchase contract with the new customer using the email address or telephone number or postal address registered with the Organiser and approved for communication by the referrer in order to agree on what account the payment should be transferred to; payment can only be made to an account within the Federal Republic of Germany. In the event that a notification concerning referrer commission cannot be delivered, the Organiser is not obliged to make further enquiries; in this case, there is no entitlement to the commission. The entitlement to commission shall also lapse if payment of the commission cannot be rendered within three (3) months of the first notification for reasons attributable to the referrer (e.g., referrer does not fulfil their obligation to cooperate and does not provide their bank details within the above period). If the new customer disputes the purchase contract, the referrer's claim to the referral commission shall lapse if the Organiser can prove that the reason why the new customer disputes the contract is solely attributable to the referrer (e.g., in the case of proven deception by the referrer).

(3) Following successful communication of the bank details by the referrer to the Organiser (confirmation of receipt from the Organiser required), payment of the referrer's commission shall be rendered no later than twenty-one (21) working days thereafter onto the payment account specified by the referrer. In the event that the bank details provided by the referrer contain errors, there is no entitlement to a new transfer of the commission amount. The entitlement to payment of the commission is not transferable; a cash payment is excluded. All claims of the referrer in connection with the successful referral are fully settled upon payment of the referrer's commission; there is no additional claim for reimbursement of expenses.

5. Programme implementation period

(1) The referrer commission programme shall operate from 1.1.2024 to 31.12.2024 or until revoked ("programme period").

(2) If the programme is terminated, commissions can only be paid out in cases where the notarised purchase agreement was signed by the parties before the end of the programme.

6. Obligations of the referrer

(1) The referrer is responsible for complying with all legal and tax requirements in connection with the programme. In particular, the referrer is obliged to comply with these Terms and Conditions of Participation and applicable law in all actions relating to the referral of new customers. In

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particular, the referrer must ensure that the referral of new customers is not based on deception or any other unauthorised wilful influence by the referrer.

(2) The referrer shall indemnify the Organiser and BUWOG against all third-party claims which they may assert against the Organiser and/or BUWOG due to unlawful conduct by the referrer in connection with the act of referral. This also includes the reasonable costs of legal defence, in particular court and lawyer's fees. Sentences 1 and 2 only apply if the referrer has culpably caused the infringement. However, the referrer is obliged to inform the Organiser or BUWOG immediately, completely and truthfully in the event of a possible claim by third parties and to provide all information necessary for verification and defence.

(3) The referrer is solely responsible for the taxation of the referrer commission received. For private referrers, reference is made to the tax liability of other income (Section 22 (3) EStG). If the referrer commission exceeds EUR 256.00 per year, private individuals are obliged to pay tax on this as other income.

7. Exclusion of participation

The Organiser is entitled to exclude participants from the promotion who (i) violate or fail to comply with these conditions of participation and/or (ii) provide false, misleading or fraudulent information. If there is a reason for exclusion, the Organiser is entitled to refuse the commission, to cancel it without replacement or – even retrospectively – to reclaim any commission already paid out.

8. Liability

(1) The Organiser shall only be liable for damages caused intentionally or through gross negligence by the Organiser or one of their vicarious agents. In other cases, the Organiser shall only be liable in the event of a breach of such essential contractual obligations that make the execution of the contract possible in the first place and on the observance of which the contractual partner may regularly rely ("**cardinal obligations**"), limited to compensation for foreseeable and typical damage. The above limitations of liability do not apply to injury to life, limb and/or health that occurs in connection with the programme implementation. The above limitations of

liability apply in particular to technical failures and data losses, especially in the course of data transmission, and other technical defects outside the Organiser's sphere of influence.

(2) The Organiser is entitled to suspend the programme, terminate it prematurely or change the conditions of participation. This applies in particular to cases of force majeure and in the event that proper implementation of the programme cannot be guaranteed for technical and/or legal reasons. The participant will be informed immediately of any changes to the conditions of participation. In this case, the participant will be given a reasonable period of time within which to object to the new conditions of participation. The amended conditions of participation shall be deemed to have been approved if the participant does not object within the deadline. The Organiser will inform the participant of this in the notification sent to them.

9. Other provisions

(1) The referrer is prohibited from acting as a representative of the Organiser and from independently referring potential buyers or making statements on behalf of the Organiser.

(2) The programme and these conditions of participation are subject to German law.

(3) The Organiser's general data protection provisions apply, which can be accessed here: <https://www.buwog.de/datenschutz>.

(4) The European Commission provides a platform for online dispute resolution, which can be accessed by the referrer or new customer here: <http://www.ec.europa.eu/consumers/odr>. The Organiser does not participate in dispute resolution proceedings before consumer arbitration boards.

(5) Should any individual provisions of these conditions of participation be invalid or should there be a loophole, this shall not affect the validity of the remaining provisions.

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