

Remotown

TERMS OF ENGAGEMENT

These terms of engagement are for **Remotown GmbH**.

We trade under the name **Remotown** and will be referred to as such or as "We" below.

These Standard Terms of Engagement ('Terms') apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing.

1. Services

1.1 The services which we are to provide for you are outlined under the service section of our website. Any additional services agreed via email are services we shall also provide.

1.2 Services begin the moment you subscribe. We will not issue any refunds for any days that are not used apart from if you subscribe on a weekend or German public holiday.

1.3 A full-time subscription consists of 7 hours a day and a part-time subscription consists of 4 hours a day. Hours not used each day cannot be rolled over. It is your responsibility to ensure all hours are utilised through tasks set.

1.4 A buddy system is in place meaning should your assistant become unwell or require annual leave, another assistant is always up to speed and ready to take over. Should you wish to not utilise this service, no refund will be issued for days your assistant is away.

1.5 Should you no longer wish to work with the assistant that is assigned to your business, you are able to request that we switch the assistant and find a better fit for your business. Any days worked by the assistant will not be refunded.

1.6 All staff within Remotown observe all German public holidays and will not be available to work on these days, irrespective of where your business is based. No refund will be issued for those days.

2. Service fee

2.1 Every service we provide is inclusive of a service fee. This service fee is included within every monthly subscription. The service fee covers for all systems used to support our clients and management fees. These fees are deducted over the weekends that you are subscribed to our services and are non-refundable.

3. Financial

3.1 Fees: The monthly subscription fees which we will charge is specified before payment unless agreed otherwise. If another fee has been agreed and confirmed via email that is the monthly subscription fee you will be charged.

3.2 GST (if any): Is payable by you on our fees and charges.

3.3 Currency: All of our services are charged in EUR

3.4 Invoices: Invoices will be sent monthly.

3.5 Payment: Our fees will be automatically taken from your account on a monthly subscription. Payment of your account are payable on or before the settlement date unless we otherwise agree. Invoices for other services agreed outside of the original agreement are payable within 7 days of the date of the invoice unless alternative arrangements have been made with us.

4. Confidentiality

4.1 We will hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you. We will not disclose any of this information to any other person except:

- a. to the extent necessary or desirable to enable us to carry out your instructions; or
- b. to the extent required by law.

4.2 Confidential information concerning you will as far as practicable be made available only to those within Remotown who are providing services for you.

4.3 We will of course, not disclose to you confidential information which we have in relation to any other client.

5. Cancellation

5.1 You may cancel our services at any time. Should you cancel your subscription, the cancellation will take effect one month after your next renewal date at which point a final payment will be taken.

5.2 In order to request a cancellation of services, you will need to process this via a written form.

This written form has to be formally correct and can be sent via e-mail to hi@remotown.com. Your cancellation is considered as not received, except a confirmation of receipt from Remotown has been issued.

6. Retention of files and documents

6.1 You authorise us (without further reference to you) to destroy all files and documents for this matter (other than any documents that we hold in safe custody for you) 6 months after our engagement ends.

7. Conflicts of Interest

7.1 We have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises, we will advise you of this and follow the requirements and procedures set out by Law.

8. Employee Poaching

8.1 By purchasing our services, you will not attempt to poach our staff to work with you, your organisation, or any other organisation. Should this agreement be breached, you hereby agree that you will be liable to pay Remoteli €17,517.00 per staff member poached from Remotown.

8.2 You agree to not work with or employ any former employee of Remotown until 12 months after they have officially left our organisation, or you will be liable to pay Remoteli €17,517.00 per person you work with or employ.

9. General

9.1 These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.

9.2 Remotown is entitled to change these Terms from time to time. Should there be any major changes to our terms, we will notify you.

9.3 Our relationship with you is governed by German law and has non-exclusive jurisdiction.