

VERSION for Mila FRIENDS

Are you offering SERVICES for END CUSTOMERS in the UK on the Mila platform as a FRIEND? Then for use of the Mila platform the following

Terms of Use and Engagement

shall apply. These Terms of Use and Engagement apply to the use of the Mila platform (<https://www.mila.com>) of Mila AG ("Mila") and the performance of the SERVICES by FRIENDS.

The provisions of Part 1 - Terms of Use, sets out the terms on which FRIENDS may access the Mila Platform. The provisions of Part 2 - Terms of Engagement, apply to the provision of SERVICES by FRIENDS.

PART 1 - TERMS OF USE

1. Definitions

- **FRIEND or FRIENDS:** Service provider as a natural person who is engaged by Mila to provide the SERVICES.
- **Mila:** Mila AG, Gutenbergstrasse 1, CH-8002 Zurich, www.mila.com, Company register no. CHE-220.287.171, Email: info@mila.com
- **SERVICES:** SERVICES which FRIENDS provides to END CUSTOMERS on behalf of Mila.
- **SERVICE CROWD:** When they register on the Mila platform, FRIENDS will automatically become part of the SERVICE CROWD and have the option of joining one or more SERVICE COMMUNITIES.
- **SERVICE COMMUNITY:** Any SERVICE COMMUNITY for ENTERPRISE PARTNERS of Mila
- **END CUSTOMERS:** A natural person or legal entity who requests a SERVICE via the Mila platform and for whom Mila subsequently engages a worker.
- **SERVICE PACKAGES:** Certain SERVICES which are typically provided in a product area and are bundled in packages.
- **PROFILE:** A description created by a FRIEND (name, profile picture, skills etc.), supplemented by END CUSTOMER ratings for SERVICES provided previously which can be called up on the Mila platform.
- **ENTERPRISE PARTNER:** Companies which Mila has engaged to develop a SERVICE COMMUNITY and to which it also provides its own brand name, logos etc. by way of promotional support, where necessary, for said SERVICE COMMUNITY.
- **CONFIDENTIAL INFORMATION:** any information whether received orally, electronically or in written form that relates to Mila's business, customers (including any END CUSTOMER data), suppliers, operations, strategies, trade secrets and know-how which is either designated by Mila as confidential or which ought reasonably to be considered confidential.
- **DATA PROTECTION LAWS:** all laws, regulations, regulatory requirements, guidance and codes of practice, including Regulation (EU) 2016/679 ("GDPR"), applicable to the processing of Personal Data (as amended and/or replaced from time to time).

2. Role of Mila

Mila provides the END CUSTOMER the opportunity of ordering on demand SERVICES using the Mila platform. With the Mila platform, Mila becomes the END

CUSTOMER's contract partner. The FRIEND is a worker of Mila on each occasion that they enter in to a contract to provide Services in accordance with the provisions of Part 2 - Terms of Engagement, for the term of that engagement.

3. Role of the ENTERPRISE PARTNERS

No contractual relationship either exists or will be created between ENTERPRISE PARTNER and FRIEND or ENTERPRISE PARTNER and END CUSTOMER by the use of the Mila platform. The FRIEND shall therefore also not present himself to the END CUSTOMER as an agent or employee of the ENTERPRISE PARTNER, shall not on behalf of the ENTERPRISE PARTNER make any promises to the END CUSTOMER, and shall refrain from doing anything that might mislead an END CUSTOMER in this regard or might harm the interests or good reputation of the ENTERPRISE PARTNER.

4. The Mila Platform

Mila operates the Mila platform with reasonable skill and care and provides it in accordance with these Terms of Use.

Mila reserves the right : (i) not to provide the Mila platform during maintenance work, for the purpose of implementing new functionality or to undertake other essential maintenance work; and (ii) to amend, extend or decommission the Mila platform. Where Mila decides to take such action it shall give FRIENDS reasonable notice of any significant change or decommission.

Other than as expressly stated in these Terms of Use, Mila does not make any commitment about the Mila platform, its functionality availability, or ability to meet FRIEND'S needs.

FRIENDS shall register on the Mila platform. For registration purposes, Mila requests, firstly, the last name, first name, email, telephone number, company name, tax number, address etc., and secondly, the expertise and experience and other information about FRIEND (e.g., area of service activity, profile description, account information) for various areas of activity. FRIENDS must provide this information completely and truthfully and shall ensure that the information is kept up to date.

Only one PROFILE is allowed for each FRIEND. FRIENDS must not, for example, also register as a CONTRACTOR. Mila reserves the right to delete multiple profiles that are attributable to the same FRIEND. Mila shall, where possible, provide notice before deleting a profile.

If Mila is notified of an abuse in connection with a PROFILE, Mila may, in urgent cases without prior notice, block PROFILES which are not in accordance with the Terms of Use or which in Mila's reasonable opinion may infringe third party rights.

5. SERVICE BOOKINGS

Upon receipt of a request for the provision of SERVICES from an END CUSTOMER, Mila shall provide a FRIEND with an offer of engagement to provide the SERVICES on the terms of Part 2 - Terms of Engagement.

If the FRIEND who has received an offer of engagement pursuant to the preceding paragraph does not accept it within 2 minutes, an offer shall be made to an additional FRIEND every two minutes until one FRIEND has accepted it. The

first FRIEND to accept the offer shall at the point of acceptance be engaged on the terms of Part 2 - Terms of Engagement to provide the relevant SERVICES.

However, at no stage will Mila be under any obligation to offer any, or any minimum amount of, engagements under the terms of Part 2 - Terms of Engagement, to any FRIEND, and FRIEND should have no expectation of any, or any minimum number of, offers of engagement by Mila.

Similarly, at no stage will there be any obligation on a FRIEND to accept any, or any minimum amount of, engagements under the Terms of Part 2 - Terms of Engagement, and Mila has no expectation that any FRIEND will accept any, or any minimum, offers to provide SERVICES.

6. Background Check

The background check is an integral part of Mila's onboarding process which is performed by [Accurate](#) as a last step of the process.

The FRIEND who is deployed to END CUSTOMERS of Mila acknowledges that Mila will disclose the following personal data to [Accurate](#) who is responsible for carrying out the background checks: last name, first name and e-mail address. The FRIEND shall be informed of the result. Information about Accurate's data processing is available [here](#).

Subject to prior notice to the FRIEND, the ENTERPRISE PARTNER may also be informed of the result if the latter requested the background check.

The FRIEND is aware that it may

- revoke the declarations of consent above, including parts thereof, at any time,
- request information about the personal data relating to it that are processed by Mila, and
- request rectification of incorrect or incomplete data.

Such notifications or requests may be sent by the FRIEND directly to Mila.

The FRIEND acknowledges that a revocation of the consent to the processing of its personal data within the meaning of the above provisions may result in no further individual orders being placed with it by Mila, as this is an essential component of quality assurance and transparency of SERVICES on the platform.

7. FRIEND'S obligations - the Mila Platform

FRIEND may only use the Mila platform for purposes that are expressly permitted in these Terms of Use and may not use the Mila platform in any way which is contrary to the [Code of Conduct](#) as amended from time to time as it relates to access to or use of the Mila platform, or is otherwise illegal or unethical or may harm the interests of Mila or an ENTERPRISE PARTNER.

FRIEND must not in the course of using the Mila platform infringe any third-party rights.

FRIEND must comply with statutory disclosure obligations and to use the technical options provided by Mila to do this (App or Web). FRIEND shall provide information about his registration as self employed by HMRC as part of the registration process.

FRIEND may only offer SERVICES or enter into contracts with Mila via the

platform if it has the required skills and (commercial) authorisations.

Every request shall include the deadline and place requested by the END CUSTOMER. If FRIEND declares that it is prepared to fulfil a requested SERVICE in accordance with the END CUSTOMER's wishes, it shall notify Mila thereof with the aid of the system.

Mila provides a rating system which END CUSTOMERS can use to rate FRIEND. The "[Fair Use Policy](#)" applies to ratings by END CUSTOMERS FRIENDS may not contact the END CUSTOMER directly for the purpose of correcting a rating that has been provided but should contact Mila who will consider the FRIEND's comments in accordance with its Fair Use Policy.

FRIEND shall provide Mila with such information as it may request about the type and method by which the order will be processed. Failure to provide this information will be a material breach of these Terms of Use and may result in the FRIEND being excluded and removed from the Mila platform.

8. Liability

Nothing in these Terms of Use shall limit or exclude either Party's liability for:

- (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (ii) fraud or fraudulent misrepresentation;
- (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and SERVICES Act 1982;
- (v) any matter in respect of which it would be unlawful for it to exclude or restrict liability.

Subject to the provisions immediately above Mila shall not be liable to FRIEND, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Terms of Use.

9. Confidentiality

FRIEND undertakes to keep confidential the CONFIDENTIAL INFORMATION and not to disclose CONFIDENTIAL INFORMATION to any other person without Mila's prior written consent.

The obligation of confidence shall not apply to the extent that any information: (i) was obtained by FRIEND from a third party without an obligation of confidence; (ii) was already in the public domain at the time of disclosure or otherwise than through breach of these Terms of Use.

The END CUSTOMER data of which it becomes aware may be used exclusively only as required by FRIEND to fulfil the END CUSTOMER's order and must be completely deleted by FRIEND upon completion of the order. FRIEND undertakes to use any passwords or access codes provided by Mila only for the purpose of providing the SERVICES for the END CUSTOMER and to request the latter to change passwords or access codes immediately after they are used for the first time.

FRIEND shall be fully liable for misuse of end customer data by him or her.

Data Processing

In these Terms of Use the terms "Personal Data", "Data Processor", "Data Subject", "process", and "Data Controller" are as defined in the DATA PROTECTION LAWS.

Mila shall be the Data Controller and the FRIEND shall be the Data Processor in respect of Personal Data processed by FRIEND on Mila's behalf in performing its obligations under these TERMS OF USE.

Mila shall be solely responsible for determining the purposes for which and the manner in which Personal Data are, or are to be, processed.

Where FRIEND processes Personal Data on behalf of Mila, FRIEND shall, in respect of such Personal Data:

- implement and maintain appropriate technical and organisational measures to protect Personal Data processed in connection with the SERVICES in accordance with Data Protection Laws.
- not undertake any processing except as necessary for performance of the SERVICES and only in accordance with Mila's written instructions.
- immediately notify Mila if, in FRIEND's opinion, any instruction or direction from Mila infringes the Data Protection Laws but shall continue processing according to such direction or instruction except to the extent Mila withdraws or amends such direction or instruction.

FRIEND will provide any cooperation or assistance requested by Mila in connection with Mila's compliance with Data Protection Laws including but not limited to assisting Mila with data subjects exercising their rights to (i) access, rectify or erase Personal Data; (ii) restrict or object to the processing of Personal Data; or (iii) Personal Data portability.

FRIEND will, immediately and in any event within 4 hours of becoming aware, notify Mila of any actual or suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data immediately upon becoming aware of such breach. FRIEND shall provide Mila with information regarding (i) the nature of the breach; (ii) the number of data subjects affected, number of records affected and the types of records affected; (iii) the likely consequences of the breach; and (iv) the measures taken or proposed to be taken to address the breach, including measures to mitigate possible adverse effects of the breach. FRIEND shall cooperate fully with any investigation regarding the breach and take all necessary measures to limit further unauthorised disclosure of or unauthorised processing of Personal Data in connection with the breach.

Upon request, FRIEND will make information available to Mila to demonstrate its compliance with this Clause 8 and shall permit and assist with audits conducted by Mila or a third party to assess FRIEND's compliance with this Clause 8.

Personal Data shall not be exported outside the European Economic Area without the prior written permission of Mila, and such permission shall be subject to such conditions as Mila may require.

10. Termination

Without limiting or affecting any other right or remedy available to it, Mila may terminate FRIEND'S access to and use of the Mila platform with immediate effect by giving written notice to the FRIEND for any reason including, without limitation:

- (i) the FRIEND is in breach of the Mila [Code of Conduct](#); or
- (ii) the FRIEND is in material breach of these Terms of Use or is in breach of any applicable law.

FRIEND may cease to participate in the Mila platform at any time and for any reason with or without notice.

11. General

From time to time Mila may make changes to these Terms of Use and the documents referred to within them. If Mila does so, it will notify FRIEND in advance and give FRIEND the opportunity to either accept or reject the changes. Should FRIEND decide that it does not wish to accept the changes it may no longer participate in the Mila platform and must not make any further use of the Mila platform from the date the amended terms are due to take effect.

If any individual provision of these Terms of Use is incomplete, legally invalid or unenforceable for legal reasons, this shall not affect the validity of the remaining provisions of these Terms of Use. In this case, the Parties agree to replace the provision in question with a valid provision that comes as close as possible to the economic effect of the original provision.

No rights shall be conferred under these Terms of Use on any person other than Mila and FRIEND, and no person other than Mila and FRIEND shall have any right to enforce any term of these Terms of Use (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

12. Entire Agreement

These Terms of Use contain all the terms agreed between the parties regarding the FRIEND'S access to and use of the Mila platform, and supersede and replace any prior agreement, understanding or arrangement between the parties, whether oral or in writing.

No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to these Terms of User except as expressly stated in these Terms of Use.

Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into these Terms of Use (unless such untrue statement was made fraudulently). Without prejudice to the foregoing, the only remedy available to a party in respect of a breach of any representation which is incorporated into these Terms of Use shall be for breach of contract.

13. Applicable law, jurisdiction

The construction, validity and performance of these Terms of Use and all non-contractual obligations arising from or connected with these Terms shall be governed by the laws of England.

Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with these Terms of Use.

PART 2 - TERMS OF ENGAGEMENT

When a FRIEND has accepted an offer of engagement to provide SERVICES from Mila, these Terms of Engagement shall apply to the provision of those SERVICES from acceptance of that offer of engagement to termination in accordance with paragraph 1 below.

Any capitalised terms in this Part 2 - Terms of Engagement bear the same meanings as given to them in Part 1 - Terms of Use unless defined separately in this Part 2.

1. Accepting a request for SERVICES

This engagement has been entered in to following an offer of engagement by Mila to provide specific SERVICES to a specific identified END CUSTOMER which the FRIEND has accepted. The SERVICES to which it relates have been separately notified to the FRIEND and it is only the provision of those SERVICES to which this engagement relates.

This engagement will continue until the earlier of:

- (i) the completion of the SERVICES by the FRIEND;
- (ii) Mila notifying you that there has been a cancellation of the SERVICES by the END CUSTOMER;
- (iii) written notice of termination is served by Mila;
- (iv) the Friend determines during the course of his initial contact with the END CUSTOMER in accordance with paragraph 6 below that he or she is unable to provide the Services for any reason, and notifies Mila accordingly; or
- (v) the Friend fails to respond to reminder messages in accordance with paragraph 6 below within the timescales set out therein,

at which point it will terminate automatically without the need for either FRIEND or Mila to take any further steps.

2. Recordable Time

Not all time spent following the acceptance of an engagement will be working time. What constitutes "working time" differs from different statutory entitlements. In order to ensure that Mila can meet its statutory obligations, FRIEND is required to report the following time spent on:

- (i) the call to the Customer in accordance with paragraph 6 below;
- (ii) whilst travelling from his or her home to the location where the SERVICES

will be performed;
(iii) whilst performing the SERVICES;
(iv) other time spent travelling for the purpose of providing the SERVICES, after the provision of the SERVICES have commenced on any particular day (e.g. time spent travelling to collect a part);
(v) whilst travelling from the location where the SERVICES were performed to his or her home; and
(vi) any time spent on break after having commenced any of items (i) to (v) above.

FRIEND is entitled to take a break at any time, and for any amount of time, but as a minimum is entitled to take a break of 20 minutes once FRIEND has been carrying out of activities (i) to (v) above for 6 consecutive hours. As FRIEND'S working time will not be spent under Mila's supervision, FRIEND has the responsibility for ensuring that he or she takes adequate rest breaks.

3. Fees and Payment

Mila shall compensate FRIEND for the SERVICE provided in accordance with [Fees & Cancellation Information](#). Any cancellations will be dealt with in accordance with Mila's [rules on cancellation](#).

The compensation by Mila to FRIEND shall be paid on a per-order basis or as a consolidated credit to the account of FRIEND.

Mila shall create an electronic credit note for FRIEND's review. FRIEND shall be responsible for providing Mila with the correct data for the credit note.

Following receipt of a payment by the END CUSTOMER, Mila reserves the right to withhold the compensation to FRIEND for 30 days (period for objection by the END CUSTOMER).

Mila may withhold, from any payments due to the Friend under these Terms of Engagement, any sum which is owed by the FRIEND to Mila (including, without limitation, any sums is due in connection with these Terms of Engagement, under Part 1 - Terms of Use, any other contract for the provision of SERVICES by the FRIEND between Mila and the FRIEND, or otherwise).

4. Holiday

As FRIEND is deemed to be a worker of Mila during the term of this Engagement, FRIEND is entitled to 5.6 weeks' holiday per year, pro-rated as appropriate.

FRIEND will therefore be entitled to be paid in lieu of untaken holiday on termination of each contract for the provision of SERVICES at the following rate:

- Total amount of pay received by the FRIEND under paragraph 3 above x 12.07%

This amount will be paid to the FRIEND at the same time as payment under paragraph 3 above and will be separately itemised as payment in lieu of holiday.

5. FRIEND's Obligations - the SERVICES

With regard to the SERVICES:

- Promptly after the commencement of this engagement, the END CUSTOMER'S contact data shall be sent to FRIEND. FRIEND must reconfirm he is ready willing and able to provide the Services pursuant to these Terms of Engagement, in each case within 30 minutes, of corresponding reminder messages (push notifications) sent 24 hours and 3 hours before the start of the SERVICES, or these Terms of Engagement shall come to an end automatically and a request shall be forwarded to another FRIEND. For Terms of Engagement which are accepted in relation to Services which are to take place on the same day, the acceptance of those Terms shall be deemed a reconfirmation for this purpose.
- FRIEND must contact the END CUSTOMER within 12 hours of accepting this offer of engagement.
- If FRIEND establishes in the course of its contact with the END CUSTOMER that is unable to duly perform the specific order, it shall inform Mila immediately so that the request can be forwarded to another suitable FRIEND.
- FRIEND warrants and represents that the SERVICES will be provided with all reasonable skill and care and in accordance with BEST INDUSTRY PRACTICE.
- FRIEND shall provide and be responsible for all necessary resources to implement the order (IT tools, metering instruments, materials etc.)
- FRIEND shall promote the sale of additional products of Mila or its business partners to the END CUSTOMER.
- Mila shall be authorised to require FRIEND to use certain materials and products to provide the SERVICE to the END CUSTOMERS.
- FRIEND shall not be authorised to accept payments for Mila, undertake collections, deferments or cancellations, make financial arrangements or promise SERVICES outside the scope of the specific order.
- FRIEND must not, in the provision of the SERVICES, infringe any third-party rights (e.g., by installing licensable software without an appropriate licence from the rights holder).
- After an order is completed, FRIEND shall immediately inform Mila by app or web portal. For a successful completion of the SERVICE, the END CUSTOMER's signature must be obtained.

If an END CUSTOMER makes a complaint, Mila reserves the right to carry out enquiries concerning the provision of the SERVICES which are the subject of this engagement, or the skills of the FRIEND.

FRIEND is expected, during this engagement, to comply with the Mila [Code of Conduct](#) as it relates to the provision of the SERVICES.

6. Income tax and social security contributions

FRIEND is solely responsible for paying all tax and social security charges due on the payments he or she receives under these Terms of Engagement. FRIEND agrees that he or she is independently responsible for paying the corresponding government duties (e.g., accounting for income tax and social security charges on any amounts paid to the FRIEND by Mila).

If for any reason claims are made against Mila in relation to any income tax or social security contributions payable by FRIEND, FRIEND shall indemnify and keep indemnified Mila from and against any and all liability, losses, damages, costs, expenses (including legal fees and expenses) or fines arising out of any such claim.

7. Indemnity for loss or damage

FRIEND shall indemnify and keep indemnified Mila from and against any and all liability, losses, costs, expenses (including legal fees and expenses) or fines arising out of any claim that FRIEND has caused loss or damage in the course of performing or failing to perform the SERVICES.

8. Confidentiality

FRIEND undertakes to keep confidential the CONFIDENTIAL INFORMATION and not to disclose CONFIDENTIAL INFORMATION to any other person without Mila's prior written consent.

The obligation of confidence shall not apply to the extent that any information: (i) was obtained by FRIEND from a third party without an obligation of confidence; (ii) was already in the public domain at the time of disclosure or otherwise than through breach of these Terms of Use.

The END CUSTOMER data of which FRIEND becomes aware may be used exclusively only as required by FRIEND to fulfil the END CUSTOMER'S order and must be completely deleted by FRIEND upon completion of the order. FRIEND undertakes to use any passwords or access codes provided by Mila only for the purpose of providing the SERVICES for the END CUSTOMER and to request the latter to change passwords or access codes immediately after they are used for the first time.

FRIEND shall be fully liable for misuse of end customer data by him or her.

9. Data Processing

Mila shall be the Data Controller and the FRIEND shall be the Data Processor in respect of Personal Data processed by FRIEND on Mila's behalf in performing its obligations under these Terms of Engagement. The Personal Data shall be used to provide the SERVICES to END CUSTOMERS for the duration of these Terms of Use and comprises name, address, e-mail and telephone number of END CUSTOMERS.

Mila shall be solely responsible for determining the purposes for which and the manner in which Personal Data are, or are to be, processed.

Where FRIEND processes Personal Data on behalf of Mila, FRIEND shall, in respect of such Personal Data:

- implement and maintain appropriate technical and organisational measures to protect Personal Data processed in connection with the SERVICES in accordance with Data Protection Laws.
- not undertake any processing except as necessary for performance of the SERVICES and only in accordance with Mila's written instructions.
- immediately notify Mila if, in FRIEND's opinion, any instruction or direction from Mila infringes the Data Protection Laws but shall continue processing

according to such direction or instruction except to the extent Mila withdraws or amends such direction or instruction.

FRIEND will provide any cooperation or assistance requested by Mila in connection with Mila's compliance with Data Protection Laws including but not limited to assisting Mila with (a) data subjects exercising their rights to (i) access, rectify or erase Personal Data; (ii) restrict or object to the processing of Personal Data; or (iii) Personal Data portability. and (b) preparing data protection impact assessments to the extent required under the Data Protection laws.

FRIEND will, immediately and in any event within 4 hours of becoming aware, notify Mila of any actual or suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data. FRIEND shall provide Mila with information regarding (i) the nature of the breach; (ii) the number of data subjects affected, number of records affected and the types of records affected; (iii) the likely consequences of the breach; and (iv) the measures taken or proposed to be taken to address the breach, including measures to mitigate possible adverse effects of the breach. FRIEND shall co-operate fully with any investigation regarding the breach and take all necessary measures to limit further unauthorised disclosure of or unauthorised processing of Personal Data in connection with the breach.

At the end of provision of the SERVICES FRIEND shall, at Mila's election, delete or return to Mila all Personal Data processed on behalf of Mila, and FRIEND shall delete existing copies of such Personal Data except where necessary to retain such Personal Data strictly for the purposes of compliance with applicable law.

Upon request, FRIEND will make information available to Mila to demonstrate its compliance with this Clause 9 and shall permit and assist with audits conducted by Mila or a third party to assess FRIEND's compliance with this Clause 9.

Personal Data shall not be exported outside the European Economic Area without the prior written permission of Mila, and such permission shall be subject to such conditions as Mila may require.

10. Geotracking

Mila offers a localisation option (geotracking), which enables END CUSTOMER to identify FRIEND's current location. Geotracking supports FRIEND'S arrival the END CUSTOMER at the right time and place. Further information about Geotracking can be found in Mila's [Privacy Policy](#).

11. General

Additions and amendments to these Terms of Engagement are only valid if agreed by the Parties in writing.

If any individual provision of these Terms of Engagement is incomplete, legally invalid or unenforceable for legal reasons, this shall not affect the validity of the remaining provisions of these Terms of Engagement.

In this case, the Parties agree to replace the provision in question with a valid provision that comes as close as possible to the economic effect of the original provision.

No rights shall be conferred under these Terms of Engagement on any person other than Mila and FRIEND, and no person other than Mila and FRIEND shall have any right to enforce any term of these Terms of Use (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

From time to time Mila may make changes to these Terms of Engagement and the documents referred to within them. If Mila does so, it will notify FRIEND in advance and give the FRIEND the opportunity to either accept or reject the changes. Should the FRIEND decide that it does not wish to accept the changes he or she shall no longer be eligible to accept engagements via the Mila platform.

12. Entire Agreement

These Terms of Engagement contain all the terms agreed between the parties regarding the provision of SERVICES following acceptance of a request and supersede and replace any prior agreement, understanding or arrangement between the parties, whether oral or in writing.

No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to these Terms of Engagement except as expressly stated in these Terms of Engagement.

Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into these Terms of Engagement (unless such untrue statement was made fraudulently).

13. Applicable law, jurisdiction

The construction, validity and performance of these Terms of Engagement and all non-contractual obligations arising from or connected with these Terms shall be governed by the laws of England.

Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with these Terms of Use.

Mila Friends – Code of Conduct

Our demand for service quality

Mila's mission is to provide everyone with access to technical progress so that everyone can benefit from the advantages of development. Mila's customers can determine when and where the service will be delivered. Mila's top priorities are to meet the customer's deadline and to ensure the quality of service provided by its partners. To meet these demands, Mila relies on reliable and highly qualified partners who are distinguished by the following;

- You are enthusiastic about technology with a passion for technical products / solutions in the Smart Home, PC / Mac, Smart Phone, Smart Garden, etc. sector.
- You have the ambition to get to the bottom of things and solve technical problems holistically and sustainably.
- You do not do your work primarily for fast money, but because you can help people with your skills.
- You understand what Mila stands for and are proud to be part of Mila!

Your relationship with Mila

Mila connects service providers and customers. As a Mila partner, you are an independent service provider. You earn money, do not sign a contract that is difficult to terminate, remain your own boss, work with your own tools and divide your time into your own parts. Mila trusts that despite the freedom you are given, you will deliver quality work.

Smooth communication with customers

Mila is a platform for on-demand services. This means that you can schedule short-term service requests on your daily to-do list. You stay in contact with our customers to confirm the desired service date and to discuss possible additional services and special features of the service. In addition to an excellent service execution, open communication is very important for customer satisfaction, as our customers are asked for an evaluation/rating after the service has been completed. The customer reviews are taken into account when prioritizing the award of the contract.

The basics of good work

Our customers appreciate punctuality and care. Make sure you only accept requests that match your skills and schedule. If you encounter any problems while you're carrying an order, or if you are unable to complete the order, please contact Mila Customer Service. Depending on the urgency, we are available by phone +44 (0) 20 3808 4619, vi chat or e-mail at info@mila.com.

The key to good reviews

Be polite and behave professionally - this is the key to positive feedback. We encourage our customers to review their experience with star rating and report cancellations and no-



shows. The better your star rating and the lower your cancellation rate, the more orders will be offered to you.

How does the star rating work?

Excellent ratings, especially the number of 5-star ratings, will help you get more orders. Encourage customers to rate your service. For ratings of 3* stars and lower, Mila takes the following measures:

- If you receive up to two 1*- 3* star ratings within two months, your account will be suspended for one month
- If you receive more than two 1*- 3* star ratings, your account will be permanently suspended.

With Mila Academy, you can learn tips and rules on how to ensure a high star rating.

Why to avoid cancellations and "no-shows"

No-shows or short-term cancellations of a service appointments have a negative impact on Mila's reputation as well as on your reputation. Apart from that, such events usually result in greater expense for the client and Mila, which is why Mila has defined the guidelines below.

Cancellation / Withdrawal

In the event of cancellation or rescission by Friend, the following shall apply:

- a. No fee will be charged up to 24 hours before the service date in the event of cancellation or rescission.
- b. If this occurs up to 3 hours before the service date, you will be charged a fee of £15 for Mila's expenses.
- c. If the case occurs less than 3 hours before the service date, you will be charged £30
- d. If you do not appear at the customer appointment as agreed, you will be charged a fee of £30 and your account will be suspended for one month. If you do not appear for the second time at the agreed customer appointment, or, in the case of remote services, do not contact the customer by telephone, your profile will be permanently suspended.

All prices are inclusive of VAT.

Your personal data

In order to meet the demands of our customers on trustworthy partners, we require an extract from your criminal record and, depending on the client, carry out a background check of your person, for which you issue a specific authorization. During registration, you will also be asked for some personal data, a photo and a copy of an official photo ID to confirm your identity. It is your responsibility to keep this information up to date.

Customers' privacy

As a Mila partner, you often enter the private terrain of the customer. You will come across



their personal belongings and data, which is why it is particularly important to pay attention to privacy. We assume that you behave professionally on site and maintain discretion. In the context of remote services, you are prohibited from accessing customer data that you do not require for service execution and for which the customer has not given their consent.

Discrimination is a no-go

Mila stands for openness and tolerance and does not tolerate discrimination of any kind. If Mila determines that you discriminate against customers, Mila employees or other Mila partners on the basis of their ethnicity, skin color, religion, national origin, disability, sexual orientation, family background, gender identity, gender, age or other characteristics, it will immediately suspend your account.

Your actions and behaviour

Your behavior and actions can have a significant impact on customer satisfaction and the perception of the Mila partner community. The following circumstances (not exhaustive) will lead to immediate exclusion from the partner community, suspension of the account and termination of the contract with Mila:

- Damaging Customers' Property
- Inappropriate advances or other physical assaults against customers
- Vulgar and disrespectful language towards customers
- Unwanted contact to customers (stalking)

Fraud or unlawful conduct

Fraudulent or unlawful conduct will not be tolerated by Mila. Mila partners may not cooperate with customers outside the platform or accept cash payments on the side. We also consider it fraudulent for partners to cancel orders in the app and then execute them without Mila's involvement. In addition, each partner is entitled to create only one Mila account at a time.

Standardized Mila templates (flyers, business cards, etc.) must be used to ensure that the Mila brand is presented uniformly in public. You can access these via the Mila customer service.

Mila takes legal action in any case of fraud and blocks the affected partner account.

Mila's brokerage and service fee

Registration on the Mila platform is free of charge. Once your profile and details have been verified, you can benefit from all our services:

- Mila provides you with the web platform and app to easily manage your requests.
- Mila puts you in touch with potential customers and takes care of all aspects of customer acquisition and marketing.
- Mila provides support for partners and customers through customer service.
- Mila takes care of the administrative part, for example invoicing or route planning.
- Mila prepares you for the launch of new products so that you can quickly provide expert support to our customers. With our Mila Academy, we offer you the



opportunity to continuously develop your skills.

For these services, Mila charges a service commission for all successfully completed service requests booked via the platform. This includes payment fees for credit card payments and sales commission for service sales to merchants.

Trust & Support Fee

On the invoice, an amount of £3 will be shown for the Trust & Support Fee for each booking for which a Mila Friend is engaged. The Trust & Support Fee covers the costs of accompanying the Mila Customer Service in the event of uncertainties regarding the order or in the event of disputes between the customer and Mila Friend. All remote services are excluded from insurance cover, which is why the Trust & Support Fee does not apply to those services.