

## General Terms and Conditions

### I. Basic Provisions

1. These Terms and Conditions of EXPANDO COMPANY s.r.o., with registered office: Poštovní 244, Trinec, 73961, ID No.: 22364714, VAT No.: CZ22364714, registered in the Commercial Register maintained by the Regional Court in Ostrava, Section C, Insert 98118 (hereinafter referred to as the **"Provider"**), regulate the rules of cooperation in concluding Contract for Cooperation in Online Sales and are an integral part of the Contract (hereinafter referred to as the **"Terms and Conditions"**).
2. These terms and conditions supplement the Contract for Cooperation in Online Sales concluded between the Client referred to in the contract (hereinafter referred to as the **"Client"**) and the Provider (hereinafter referred to as the **"Contract"**). If the Contract stipulates something different from these terms and conditions, the provisions of the Contract shall apply.
3. The Provider concludes the Contract solely on the basis of these Terms and Conditions. Any other Terms and Conditions are excluded.
4. Annex 1 to these Terms and Conditions is a description of the individual Services offered by the Provider and in relation to which the Contract can be concluded. This annex also contains the pricing provisions (Price List).

### II. Interpretation of Terms

Terms beginning with a capital letter have the following meaning in the Terms and Conditions:

**"Sales Platform"** – a type of online marketplace or webstore through which the Client directly, or via an intermediary, offers its products and facilitates their remote sale. To support these sales, the Provider provides Services to the Client;

**"Marketplace"** - online Sales Platform, which enables the Client to offer its products and services to the Customers. Marketplace provides the environment for posting offers, administration of orders and communication with Customers, with terms and obligations of each deal being negotiated between the Client and the Customer;

**"E-Shop"** - Client's own online shop, operated on its web platform, which is used to presentation and sales of products or services directly to the Customers;

**"Services"** - services whose provision is agreed in the Contract;

**"Sales Account"** - is an established and registered account on the Sales Platform through which the Client's Products are offered to customers and into which you collect money for your Sales;

**"Sales"** - are product orders made through the Sales Platform, where the Client acts as the seller, and transactions are completed either through a Sales Account or directly on the Client's account. For the avoidance of doubt, Sales shall include all orders placed through the Sales Platform, regardless of whether the Customer subsequently decides to return or claim the product;

**"Customer"** - a person who orders Customer's products through the Sales Platform;



**"SKU"** - (Stock Keeping Unit) a unique identifier used by seller and Sales Platforms to track individual products. SKU represents a distinct item based on various characteristics, such as product type, brand, model, size, colour, and features.

**"Managed Product"** - refers to a single product (included with all SKU's) that is managed across all Sales Platforms mutually agreed upon by the Client and Provider.

**"Listed Product"** - an individual product of the Client that has been listed on the Sales Platforms / Sales Account (includes all product SKUs) by Provider or by other subject.

**"Ticket"** - is defined as a single Client request on a specific issue, regardless of the channel, country, or language.

**"Private Label"** - means a case of Client's sale, when the Client sells products of his own label

**"Resell"** - means case of Client's sale, when the Client sells products of other labels or brands bought from third parties different from the Client, without Client changing the labels or brands.

### III. Subject of the Contract

1. On the basis of the Contract, the Provider undertakes to provide the Client with Services related to sales on the online Sales Platform under the terms and conditions specified in the Contract. The Services are specified in more detail in the Contract. The scope of the Services may be expanded or contracted in the course of our cooperation, subject to the terms and conditions set out in these Terms and Conditions.
2. In return, the Client undertakes to pay the Provider the fee for the provision of the Services in accordance with the Contract.

### IV. Scope of Services and Price

1. The Services provided under the Contract are specified in the Contract.
2. The scope of Services may be expanded or reduced at any time by agreement of the parties (additional order) concluded via the contact email and confirmed by the Provider. The amendment shall take effect on the first day of the following month unless the parties agree otherwise. In the case of an expansion of Managed Products, the amendment shall take effect upon the conclusion of the agreement.
3. The scope of the Services may also be reduced based on the termination of part of the Services by the Provider. The notice period shall expire on the last day of the second month following the month on which the notice is delivered to the other party. The termination notice shall be delivered via the e-mails specified in the Contract.
4. The price of the Services is governed by the Contract. For Services for which it is specified in the Contract or for which no price is specified, the price is governed by the current price list published on the website <https://www.expan.do/terms-and-conditions> . (the **"Price List"**). The Price List is part of Annex 1 to these GTC. The pricing provisions of the Contract take precedence over the provisions of the Price List. The price is defined for some Services as a fixed lump sum, for some Services as a

fixed monthly amount and for some Services as a volume, for example as a percentage of sales or as a quantity of cases handled.

5. In the case of a Service invoiced in a fixed lump sum, the price for the provision of that lump sum Service will be charged from the date of conclusion of this Contract.
6. For a Services with a fixed monthly rate, the Provider is entitled to a fee for each month the Service was active, including incomplete months. If the Contract was concluded only during the month, the fee for that month is determined proportionally according to the number of days of effectiveness. The fee is payable on the first day of the calendar month for which it is charged, with the specific due date indicated on the invoice.
7. In the event that the Services provided include Services where the price is defined by volume (i.e. the price depends on the extent of use of the Services or other specified criteria; typically a volume-based commission), the price will be charged monthly in arrears. This billing may include a specification of volumes (the extent of use of the Services relevant to the pricing). The Client shall be entitled to complain about the extent of the Services (the Services have not been provided, the Services have been provided to a lesser extent) within 30 days from the date of delivery of the specification of the extent of use of the Services; if the Client fails to do so within the said period, the Service shall be deemed to have been performed to the extent specified by the Provider and the price billed by the Provider shall be payable by the Client without further ado (the price so billed, if higher, shall replace the price otherwise determined under this Contract).
8. Invoices issued by the Provider are due within 14 days from the moment they are sent to the Client's email address. The Client agrees with invoicing only in electronic form.
9. All prices in the Price List or the Contract are always exclusive of value added tax, which the Provider shall always add to the price in the statutory amount.

## **V. Terms of Cooperation**

1. In order for the Provider to provide the Services to the Client, the Client's cooperation is necessary. Such cooperation is a prerequisite for the proper provision of the Services. Therefore, it is necessary that the Client provides the Provider with all necessary materials, assistance and information that the Provider will require from the Client or whose provision will result from the nature of the Services provided.
2. A prerequisite for the proper provision of the Services is also that the Client, within the scope of its operation on the Market Place, will properly fulfil its obligations towards the Marketplace, Customers, or other entities, which arise for the Client from generally binding legal regulations or the terms and conditions of individual Marketplace. Among other things, the Client must properly fulfil Customer orders, accept returns, issue accounting documents, communicate with Customers, resolve their complaints, claims or other matters, etc.
3. In the event that the Client fails to comply with the above obligations for any reason, the Provider may not be able to properly provide the Services to the Client. As this impossibility is caused by the Client, the Client will nevertheless be charged for the Services.

## **VI. Protection of Confidential Information**

1. The Parties agree to treat as confidential any information that the Provider learns about the Client or that the Client provides to the Provider, unless such information is publicly available. The Provider warrants to the Client that it will use such information only for the purpose of providing the Services under this Contract and that it will maintain the confidentiality obligation after the termination of the provision of the Services. The Provider shall ensure that its employees and, where applicable, business partners whom it uses to provide the Services also comply with the above obligation.
2. Since the Provider's procedures and methodologies are trade secrets of the Provider, the Parties agree that all documents, procedures and methodologies encountered by the Client during the course of the cooperation will not be disclosed to any other person without Provider's prior consent and will not be otherwise used without the Provider's consent. This also applies after the termination of the cooperation.
3. As the Provider's employees are an indispensable part of the Provider, the Parties agree that for the duration of the provision of the Services under this Contract and for a period of 12 months following the termination of the cooperation, the Client shall not attempt to engage (whether in the course of employment or other forms of direct or indirect cooperation) any of the Provider's current or former employees, associates and consultants without prior consent. Should the Client violate this rule, the Parties agree that the Client shall pay the Provider a contractual penalty of €12,000 and the costs of using the services of a recruitment agency to find a replacement for the Provider.
4. Unless the Client submits a written objection to the Provider after the conclusion of the Contract, the Provider is entitled to use the Client's logo and name as a reference while maintaining the Client's good reputation. This may include use in media, conferences, or promotional materials for the purpose of jointly presenting the successful cooperation.

## **VII. Privacy Policy**

1. In the event that the Provider acts as a processor within the contractual relationship and the Client is the controller, the contract on personal data processing as set out in Annex 2 to these Terms and Conditions shall apply between the parties.
2. Information on the processing of personal data that occurs on the basis of the contractual relationship under the Contract is available on the Company's website [www.expand.do](http://www.expand.do).

## **VIII. Responsibilities of the Client and the Provider**

1. The Provider is responsible for the proper and timely performance of its obligations. The Provider shall fulfil its obligations within mutually agreed deadlines or within deadlines corresponding to the nature of the given obligation or to commercial practice. Likewise, the Client shall be obliged to fulfil its obligations to the Provider within the time limit set.
2. The Client hereby acknowledges that it holds the appropriate copyright and licence rights to the products it promotes and sells on the Sales Accounts. At the same time, the Client declares that it is authorised to sell these products in all countries where the products are sold, and that the sale of the products does not infringe any claims in terms of intellectual property rights or violate any other laws of the Czech Republic and laws in the countries where the products are sold. The

Client confirms that all laws and regulations of the countries to which the products are sold (in particular consumer protection regulations or country-specific authorisations to sell the types of Products) are complied with.

3. Should the above-mentioned situation arise where a third party (inc. public authorities) would claim any claims from the Provider arising from intellectual property rights to the objects of sale or from a violation of legal regulations, the Client undertakes to take over and settle these claims itself. Should the Provider nevertheless incur any damages in connection with the assertion of claims arising from third party intellectual property rights or infringement of legal regulations, the Client undertakes to compensate for such damages in full.
4. The sale of goods abroad also entails legal and tax aspects and obligations that the Client must address. The Provider is not authorised to advise on these issues and therefore any information provided by the Provider (except for sales on the Sales Platform) is non-binding and the full responsibility for claims or obligations in terms of taxes, accounting and governmental authorities lies entirely with the Client.
5. The individual Sales Platforms are not a party to the Contract and therefore their actions, procedures and rules cannot be fully influenced or obliged by the Provider. Therefore, the Sales Platform is a third, independent party that regulates the rules of sale independently of the parties' Contracts and at its own discretion. Therefore, Provider cannot be held liable in any way for any damages incurred by Client in connection with any action or measure taken by any Sales Platform. In such a case, it will be necessary to take the Client 's claim directly to the particular Sales Platform.
6. The Provider has concluded liability insurance. If damage occurs that is demonstrably caused by a breach of contractual obligations by the Provider and such damage is covered by the insurance, the Provider's liability shall be limited to the amount of compensation granted by the insurance company. The Provider is obliged to duly report the damage to the insurance company and to provide reasonable cooperation; the decision of the insurance company as to whether or not compensation will be provided shall be binding for the assessment of the Provider's liability. The Provider shall not be obliged to take any further steps beyond reporting the insured event and providing the necessary cooperation in its investigation. The Provider is not obliged to claim compensation from the insurance company if the amount of damage does not reach at least CZK 100,000; in such cases, the limitation of liability according to the following sentence shall apply. If the damage is not covered by insurance (e.g., due to exclusions) or is not claimed with the insurance company by the Provider in accordance with the previous paragraph, the Provider's liability shall be limited to twice the average monthly invoicing for the three months preceding the occurrence of the damage. The Provider shall not be liable for: i) damage caused by force majeure; ii) failures of third-party services; iii) indirect, consequential, or economic damages, including loss of expected profits, business interruption, or penalties; iv) unqualified interventions by the Client or its Customers; v) any circumstances beyond the Provider's control (e.g., technical, commercial, or operational actions of Sales Platforms). Claims for damages must be submitted in writing within 120 days of the occurrence of the damaging event. After this period, the claim shall expire.

## **IX. Procedures in Case of Non-payment of the Price for the Services Provided**

1. If the Client is in default in payment of any amount under the Contract for more than 10 days, the Provider is entitled to suspend the provision of Services to the Client until the amount due is paid. During the period of suspension or limitation of the Services, the Client shall remain obliged to pay the price of the Services.
2. In the event that the Client is in default of payment of any amount under the Contract for more than 30 days, the Provider is entitled to send the Client a reminder regarding the outstanding obligations. This reminder shall be subject to a fee. The Provider shall be entitled to charge the Client the amount of EUR 110 for sending this reminder. The sending of such reminders may be repeated (including the repeated charging of a fee) at an interval of one reminder every 30 days.
3. In the event that the Client is in default in payment of any amount under the Contract, the Provider is entitled to charge the Client a contractual penalty of 0.1% per day of the amount due for each day of delay. The obligation to pay the contractual penalty shall be without prejudice to the Provider's right to compensation for damages.
4. In the event that the Client is in default of payment of any amount under the Contract for more than 30 days, the Provider is entitled to terminate the Contract without notice.

## **X. Duration and Termination of the Contract**

1. The Contract is concluded for an indefinite period with a two-month notice period. The notice period commences on the first calendar day of the month following the delivery of the termination notice to the other party. The Client is not entitled to terminate the Contract without cause under this article during the fixed term of the Contract.
2. The Provider is entitled to terminate the Contract without notice if the Client fails to provide the Provider with the necessary cooperation to provide the Services and perform this Contract even after more than 30 days' notice, or if the Client enters into insolvency or restructuring proceedings or enters into liquidation.
3. The Client is entitled to terminate the Contract without notice if the Provider is in delay in providing the Services for more than 30 days from the date of such notice.
4. The notice may also be sent by e-mail to the e-mail address specified in the Contract.

## **XI. Change to the Terms and Conditions**

1. The Provider is entitled to unilaterally change these Terms and Conditions (including their annexes), also with effect for already concluded Contracts. A change to the Terms and Conditions shall be effective on the first day of the month following the date on which the change to the Terms and Conditions is notified to the Client. The Provider is obliged to notify the change of the Terms and Conditions no later than 15 days before the effective date of the change of the Terms and Conditions by email to the Client's contact email. If this deadline is not met, the effectiveness of the change to the Terms and Conditions shall be postponed by one calendar month. If the Client does not agree with the change of the Terms and Conditions, it is entitled to terminate the Contract. The termination

must be delivered to the Provider by the effective date of the change of the Terms and Conditions. The notice period shall expire on the last day of the second month following the month in which the notice of termination is delivered to the Provider (the original Terms and Conditions shall apply during the notice period).

2. If Provider agrees with Client any fixation of provision of the Services, the Provider shall not unilaterally change the Price List or prices stated in the Contract with effectiveness for the Client for the period of such fixation. The same shall apply during the period of prohibition of termination of the Contract by Client without cause under the article X. par. 1 of the Terms and Conditions.

## **XII. Final Provisions**

1. The Client's rights arising from the Contract may not be assigned to a third party without the prior written consent of the Provider.
2. For the avoidance of doubt, the parties expressly acknowledge that they are entrepreneurs and are entering into the Contract in the course of their business.
3. If any provision of the Contract is or becomes invalid, unenforceable, illusory or ineffective, the validity, enforceability or effectiveness of the other provisions of the Contract shall not be affected. In such case, the Parties shall use their best efforts to enter into an amendment to the Contract replacing the invalid, unenforceable or ineffective provision with a new one corresponding to the originally intended purpose.
4. This Contract shall be governed by the law of the Czech Republic. All disputes that arise between the Parties and which cannot be resolved amicably shall be decided by the Czech court of competent jurisdiction according to the Provider's registered office.



## Annex No. 1 of the Terms and Conditions - Description of Services and Price List

Here are the terms and conditions of the Services that can be ordered from the Provider (hereinafter also referred to as "we").

### A. Account Management Services Private Label / Resell

Our experts will provide you with consulting services, particularly regarding product publishing, communication with the Sales Platform, advice on sending products to Sales Platform warehouses, and more. Your questions and instructions should be sent by email (not by phone).

#### Account Management Services includes:

##### 1. Account activation

We will provide the following activities in turn:

- creating and setting up a Sales Account in the countries designated under the Contract
- setting the shipping parameters for your products
- setting up bank accounts to receive payments for products
- assistance with the Sales Account verification process (until the first product is listed)

As the Sales Platform requires documents to verify the Sales Account, you will need to provide some documents - in particular copies of the ID cards of the owners of your company, confirmation of the company's bank accounts, telephone bills etc. of the company owners, and in some cases a translation of the articles of association or memorandum of association. This list of documents may not be exhaustive and is based on Sales Platform's obligation as a payment institution to know with certainty the final identification of the recipient of the money in accordance with anti-money laundering legislation. Without these documents it will not be possible to complete the Account Activation.

For already active sellers, this service includes an account handover (the Client must grant the Provider access to the accounts). The service features:

- **Account Review:** A comprehensive assessment of the account's current performance, along with recommendations for further growth, optimisations, and improvements per each active Sales Platform.

#### Services provided on an ongoing basis for Private Label:

*Concept of Private Label products on Sales Platforms (e.g. Amazon) focuses on maximisation of Sales of one product and that's what our services, tools and strategies are customised for.*

1. **Key Account Management:** The service includes strategic planning, ongoing communication with the Sales Platform, and support for business growth tailored to the Client's specific needs.
2. **Sales Platform stock management/FBA:** The service encompasses monitoring and guidance regarding inventory levels for Managed Products and fulfilment processes within the Sales Platform framework.



3. **PPC management:** This service includes the management of pay-per-click (PPC) campaigns to enhance visibility and drive sales. The PPC strategy, including product selection and optimization methods, will be handled by Provider's experts to ensure alignment with your business objectives.

The Client undertakes to provide the following performance for the duration of the product management:

- to expend at least € 1,000 per month on marketing for each Managed Product;
- upon the Provider's request, to provide 30 products per Managed Product for the purpose of product testing and obtaining user reviews.

If the Client fails to provide this performance, the Provider is entitled to cease management of the specific Managed Product for which the performance is not being provided, or alternatively, to negotiate a special fee with the Client. Should this performance not be provided for multiple products, the Provider is entitled to terminate the Contract with a notice period ending at the close of the following month in which the notice is delivered to the Client's contact email.

4. **Product listing graphic designs:** The service provides comprehensive visual content for Managed Products. Covering both the listing images and A+ content. This service includes the following components:
  - a. **Up to 7 listing Images;**
  - b. **A+ Content: with max 7 modules;**
  - c. **Two rounds of feedback per asset according to points a. and b.**

To ensure the highest quality of design, the Client is required to provide all necessary assets, including the brand manual, logo, imagery, and product pictures. If these assets are not available, we can provide the necessary product design and photography services for an additional charge, which will be negotiated separately.

The provision of these services prior to the conclusion of the Contract, where such services have been provided by the Client or another entity, shall not affect the price under this Contract.

5. **Product listing:** The Sales Platform product listing service covers the creation and optimisation of Managed Products on all agreed Sales Platforms. This service includes the following components (these components are provided at the Provider's discretion with the aim of ensuring increased product sales):
  - a. **Competitor research:** Analysing key competitors to gain insights that inform the product listing strategy.
  - b. **SEO/keyword research:** Identifying high-performing keywords to optimise visibility and search rankings on Sales Platform.
  - c. **Copy creation:** Writing a compelling product title, bullet points, and a detailed product description that highlights the key features and benefits.
  - d. **Listing upload:** Formatting the listing according to Sales Platform's requirements and uploading it to the platform.

As the strategic oversight of account sales is provided by our Key Account Manager, it is mutually agreed what the priorities are for sales development.

The provision of these services prior to the conclusion of the Contract, where such services have been provided by the Client or another entity, shall not affect the price under this Contract.

The Provider hereby informs the Client, that activities of account management set above for Private Label are provided continuously and constantly for the duration of the Contract and, therefore, no specific time limits are set for their performance and priorities are managed one-by-one upon mutual agreement.

**Services provided on an ongoing basis for Resell:**

*Resell, in the sense of this Contract, means assortment of re-sellers, which sell hundreds and thousands of products of different brands already presented on the Sales Platforms (Marketplace) and their aim is to sell their product in competition with others, and that's what our services, tools and strategies are customised for.*

1. **Key Account Management:** The service includes strategic planning, ongoing communication with the Sales Platform, and support for business growth tailored to the Client's specific needs (e.g. price analysis, settings of appropriate tools for listing, matching or dynamic of pricing)
2. **Inventory management/FBM:** The service encompasses strategic advisory about inventory level based on past sales and demand forecast on Sales Platforms. This includes inventory monitoring, and tracking inventory levels using platform data to ensure product availability.
3. **Account Health management:** As part of this Service, we monitor and maintain compliance with the Sales Platform standards to maintain a positive Sales Account status to prevent risks such as the risk of account suspension. The Service includes:
  - a. **Compliance Audit:** Regular checks of Managed Products for compliance with Sales Platform rules and Sales Platform requirements.
  - b. **Problem Resolution:** Resolving identified problems, such as Customer complaints or negative reviews, with corrective strategies to restore the Sales Account to a positive status.
  - c. **Monitoring of Risks:** Proactively identifying potential risk areas (e.g., low Customer ratings or higher order defect rates) and addressing them.
4. **Restricted Product Authorisation Services (Gating):** As a part of this service, we provide advisory concerning restricted products, i.e. products, which are available for certain Customers (age, region etc.) or specific requirements or restrictions are connected with them. This Services includes:
  - a. **Assistance in approving the sale of Restricted Products:** Assistance with applications regarding acceptance of these products for sale on Sale Platform;
  - b. **Compliance Advisory:** Advice on requirements for specific products, including labelling and certification, to ensure their continued eligibility for sale
  - c. **Monitoring of restrictions:** Ongoing monitoring of Sales Platforms rules in relation to the restricted products
5. **Maximisation of Sales of Products:** The Provider administrates all countries and sections of Sales Platform with aim to maximise the sales potential of Client's products. In particular, the Provider ensures Sales in new markets, actively sets offers of products, optimises the configuration of Sales on Sales Platform (shipping etc.) and uses other tools for pairing or listing the Client's products.



As the strategic oversight of account sales is provided by our Key Account Manager, it is mutually agreed what the priorities are for sales development.

The Provider hereby informs the Client, that activities of account management set above for Resell are provided continuously and constantly for the duration of the Contract and, therefore, no specific time limits are set for their performance and priorities are managed one-by-one upon mutual agreement.

*Price List Clause:*

<i>Description</i>	<i>Price</i>	<i>Specification</i>
<i>Account Management Services</i>	<i>Pursuant to the Contract</i>	<i>For Private Label shall apply the price for agreed MAX number of Managed Products*</i>  <i>For Resell the condition of agreed MAX number of Managed products shall not apply.</i>

*\* If the number of MAX number of Managed Products is exceeded, the price increases proportionally in relation to each Managed Product in excess of MAX Managed Products. Example: If a maximum of 4 Managed Products are managed for the price of 2000 €, the price for the fifth Managed Product, i.e. the fixed monthly amount, may be increased by 25% by the Provider. The number of Managed SKUs (FBA, PPC) per single product is limited to 10 SKUs, unless otherwise agreed; SKUs that exceed this limit (every 10 SKUs), even if they belong to a single product, are considered as an additional Managed Product.*

<i>Description</i>	<i>Rate</i>	<i>Specification</i>
<i>Volume-based commission</i>	<i>4 %</i>	<i>The rules for calculation are set out below *</i>

*\* We are further entitled to a commission on Sales made during the term of this Contract related to the all Listed Products (Sales on the entire Sales Account, not just Managed Products). The Commission shall be calculated based on the total price of all Sales made by the Client in the relevant month, excluding VAT, as reported by the marketplace, with the exception of orders cancelled during that month. In the event that the Customer bears the shipping costs, such costs shall not be included in the Commission calculation.*

*The Client must not change any of the Managed Product before a management period of 6 months has elapsed.*

*In cases where a baseline is agreed upon, a different rate may be established for volumes at or below the baseline and for volumes above the baseline.*

## **B. Customer Support**

For the purposes of this Contract, the Customer Support includes the receipt and processing of requests from Customers made on the Sales Platform, which are submitted via e-mail or similar form of message. Requests may include inquiries related to orders, products, payments, deliveries, returns, and other matters associated with the operation of the online store.

The Service Provider undertakes to:

- Receive and record all Customer requests in accordance with the rules outlined below;
  - Respond to these requests within the pre-determined timeframe (on business days between 9:00 AM and 5:00 PM);
  - Address customer issues and inquiries efficiently and professionally;
  - Continuously inform customers about the status of their request and provide necessary information until the issue is resolved;

The responsibility of the Provider ends when the Customer's request is considered successfully resolved or closed, or if the Customer fails to respond.

### **Price List Clause:**

*We will provide Customer support services to your customers according to the following rules:*

- *Fees are calculated monthly by volume of Tickets (i.e. for every area is separate tariff) – costs are increasing proportionally based on the number of Tickets handled. Based on the number of Tickets, respective tariff specified below will be applied.*
- *If the number of Tickets in one month exceeds the current package, the next higher package will be automatically applied and charged.*
- *In case of a Marketplace all active Marketplace are considered as one area*
- *In case of E-shop, individual country of operation of the E-shop is considered as one area - e.g. Germany - in case of multiple E-shops in one country, this country is counted as one area*

<b>Tariff</b>	<b>Number of tickets</b>	<b>Price</b>
<b>Start</b>	0-5 tickets	€0
<b>Small</b>	6-40 tickets	€250
<b>Medium</b>	41-100 tickets	€385
<b>Large</b>	101-200 tickets	€760
<b>Large+</b>	Over 200 tickets	€1,99 per ticket

## Helpdesk Integration and Setup

In collaboration with you, we will execute a series of steps through mutual cooperation to achieve full setup of the Customer Support. These steps include, but are not limited to:

- Configuring data integration, emails, or helpdesk system setup;
- Setting up email flows and forwarding rules;
- Creating basic response templates for Customer inquiries;
- Defining the tone of communication and rules for Customer interaction;
- Coordinating information and data sources related to Customer or order information (e.g., order status, etc.);
- Establishing joint reporting mechanisms;
- Providing a manual for effective collaboration and conducting a joint call;
- Developing escalation rules for issues and processes for the most common cases;
- Analysing feedback to continuously improve customer support processes.

## Review Management

Review management will take place on portals relevant to the country where we provide Customer Support, based on our discretion or mutual agreement. Review Management is provided in relation to E-shops, not to individual Marketplaces.

As the Service Provider, we will process and submit a monthly summary of all reviews and responses to the Client, along with recommendations for further improving the customer experience.

### **Price list clause:**

<i>Description</i>	<i>Rate</i>	<i>Specification</i>
<i>Helpdesk Integration and Setup</i>	<i>As per the Contract</i>	<i>N/A</i>
<i>Review Management</i>	<i>As per the Contract</i>	<i>N/A</i>

## **Annex No. 2 - Personal Data Processing Contract**

### **I. RIGHTS AND OBLIGATIONS OF THE PARTIES**

In connection with the Contract and in order to make it clear who can and cannot do what, we, i.e. the Processor, undertake to comply with these Terms and Conditions of Processing Personal Data (hereinafter referred to as the Conditions):

- we will only process Personal Data on the basis of your documented instructions (including in relation to the transfer of Personal data to a third country or to an international organisation), which may be based on the Cooperation Contract or given to us on a case-by-case basis;
- we will ensure that all persons authorised to process Personal Data are subject to an obligation of confidentiality or to a duty of confidentiality governed by law;
- we will take the measures required under Article 32 of the General Data Protection Regulation ("GDPR") - that is, we will keep Personal Data secure;
- we will take into account the nature of the processing, we will assist you through appropriate technical and organisational measures, where possible, to comply with your obligation to respond to requests to exercise the rights of the data subject under the GDPR (this means that if someone asks you for something regarding Personal Data, we will be happy to help you and provide the necessary data);
- we will assist you in ensuring the security of Personal Data in accordance with the GDPR (specifically Articles 32 to 36 of the GDPR);
- in accordance with your decision, we will either delete all Personal Data or return it to you after we stop providing you with processing services and delete existing copies;
- we will provide you with all information necessary to demonstrate compliance with our obligations under these Conditions and the GDPR, facilitate and contribute to audits, including inspections, conducted by you or another auditor you have appointed;
- we will notify you without undue delay of any Personal Data breach.

### **II. INVOLVEMENT OF OTHER PROCESSORS**

We may have to work with some other people we don't know about yet. You are hereby granting us a general authorisation with the involvement of other processors. We undertake to comply with the conditions for the involvement of an additional processor in accordance with Article 28(2) and (4) of the GDPR and these Conditions.

### **III. PERSONAL DATA SECURITY OBLIGATIONS**

Because we attach great importance to Personal Data and its protection, we will take technical, organisational and other measures to prevent unauthorised or accidental access, alteration, destruction,

loss or other unauthorised use of Personal Data. In particular, we have adopted internal organisational measures in the form of, inter alia, internal regulations, confidentiality obligations, restricted access and secure premises, as well as technical measures in the form of secure connections and access to Personal Data, all of which are regularly evaluated and assessed to ensure the security of processing.

We have agreed to cooperate with each other to ensure that the purpose of these Conditions is maintained, including, but not limited to, the secure transfer of Personal Data. We have also agreed to keep each other informed of all material matters relating to these Conditions, in particular.

- any circumstances that could affect the protection of Personal Data and the handling thereof, i.e. in particular any failure, malfunction, non-functioning or other lack of measures taken to ensure such protection, and we are obliged to take all steps and measures necessary to remedy (or prevent the continuation of) such a bad situation in close cooperation as soon as we become aware of such circumstances.
- any audit, inspection or action carried out (or taken) by a public authority competent in the field of data protection (typically authorities).

#### **IV. ACCOUNTABILITY**

We undertake to indemnify you against any loss arising from our breach of our obligations as a Processor under these Conditions. We shall only be liable for proven damages caused by our neglect of our obligations under this Contract up to a maximum of the price of the services ordered for a total of 3 monthly payments.

You agree to indemnify us against any loss or damage caused by your breach of your obligations as an Administrator under these Terms.

In the event that any proceedings are commenced in connection with processing under these Terms, any penalty is threatened or any damages are incurred or awarded, we will provide each other with all reasonable cooperation to keep such adverse consequences to either Party to a minimum.

#### **V. FINAL PROVISIONS**

Any change or amendment to these Conditions must be in writing and signed by both parties to the Contract.

The invalidity or incomprehensibility of any provision of the Conditions shall not affect the validity of the other provisions of the Conditions.

We undertake to provide each other with all necessary cooperation and documentation to ensure the smooth and effective implementation of these Conditions, especially in the event of negotiations with the Office for Personal Data Protection or other public authorities.