

## Partnership Agreement - Appendix 1: Pricing

Applies to all Partners that have registered to our Service, unless otherwise specifically agreed in writing with the Service Provider.

Once the Partner has completed the necessary business verification steps, the Service Provider pays the Partner the sales income generated in the sale of Surplus Goods to End Users through the Service. The sales income generated for the purposes of this Agreement is the price of the Surplus Goods Offered, purchased and paid less the aggregate amount of the Commissions and net of Other Fees as provided below. No sales income will be paid for such Surplus Goods which have been refunded by the Service Provider pursuant to the provisions of this Agreement and/or where the Partner has failed to verify its business details as required by the Service Provider.

The Partner is responsible for providing the Service Provider with payment details that are up-to-date at each time. The Service Provider pays the Partner the sales income for each calendar month to the bank account provided by the Partner according to the following payment schedule:

- For Partners inside Eurozone at the latest by the 5th banking day of the following calendar month, and;
- for Partners outside the Eurozone at the latest by the 25th banking day of the following calendar month.

The End User collects the Ordered Surplus Goods from the Pickup Location on the day of the order within the time frame informed by the Partner through the Service in the Offer. The Partner can, if it wishes, agree on another collection time with the End User. In the case that the End User does not collect the ordered Surplus Goods within the time frame informed by the Partner in the Offer and the Service Provider charges the End User the Surplus Goods' price in the Service, the Partner has the right to receive the agreed compensation for the Surplus Goods less the Commission and net of Other Fees provided below.

### Commission

The Service Provider charges from the Partner a sales commission (the "**Commission**") for sales via the Service. The Commission is automatically deducted by the Service Provider from the earned income paid to the Partner.

The applicable Commission is 25 % of VAT-free sales.

Value added tax shall be added to the Commission and Other Fees charged by the Service Provider in accordance with the applicable statutes.

## **Other Fees**

The Service has no subscription fees or monthly fees.

The Service Provider reserves the right to charge the payment processing fees incurred in sales via the Service.

## **Responsibility to announce payment details**

The Partner has the responsibility to follow the business verification requirements as defined by the Service Provider at any given time, which might include verified details of such as company name, company ID and/or VAT number, banking information (bank account owner, bank account number in IBAN format, bank BIC code), and other information that the Service Provider might ask for in order to comply with prevailing anti-money laundering and other statutory laws, regulations and requirements.

The Service Provider has no responsibility to payout the Partner's share of sales income for the actual sales through the Service before the Partner has verified its business details as defined, instructed and required by the Service Provider.

If the Partner has not verified its business details as defined, instructed and required by the Service Provider, within the Service Provider's calendar monthly payout cycle for the Partner's first sale or continued actual sales via the Service in said calendar month, nor after a reminder or request to do so, the Service Provider shall be entitled to withhold all of the Partner's accrued sales income temporarily until the verification is remedied. Should the business verification requirements not be satisfactorily remedied by the Partner, despite reminders, the Service Provider is entitled to permanently withhold all of the Partner's accrued sales income as commission income.