

## General Terms and Conditions for the Recommendation Programme (TS-AGB-affiliate)

### 1 Scope of validity, subject of contract

- 1.1 These terms and conditions apply to participation in the recommendation programme offered by Trusted Shops GmbH, Subbelrather Str. 15c, 50823 Cologne (hereinafter referred to as "TS"). In participating in this recommendation programme, the partner accepts these terms and conditions and agrees to carry out advertising activities for TS exclusively independently and that the advertising fees will be taxed accordingly. Deviations to these regulations will not be accepted by TS, unless written confirmation is issued to the contrary.
- 1.2 The subject of this contract is the designation of potential contractual partners (referred to as "Interested parties" or "Leads" prior to the conclusion of a contract with Trusted Shops, after such conclusion referred to as "Contractual companies") by the Partner.

### 2 Advertising materials; Partner website

- 2.1 Upon the Partner's request, TS will provide advertising material (brochures, informative text, banners, logos etc.) online or in another form at no extra charge. The advertising material will be updated by TS on an ongoing basis. The Partner will position the respective advertising material on their website as per agreement with TS in a well-visible location, or will make this material suitably accessible to their customers. There exists no claim to allocation of any particular amount of advertising material.
- 2.2 The Partner is obliged to follow the instructions regarding the inclusion and maintenance of links on their website as set out by TS. Only those links provided to the Partner by TS may be used, as otherwise problem-free invoicing cannot be guaranteed.
- 2.3 Due to the fact that prices are subject to change, the Partner is not permitted to include price information or promises of specific services in their description of services that deviate from those stated in the price lists and advertising texts provided by TS.

### 3 Customer advertising

- 3.1 The Partner is to either provide potential TS customers with the affiliate link obtained from TS, which the customer can then use to register as a TS member or register for the TS customer rating system, or the Partner must enable customer registration on the Partner website or in the Partner software via a special form in accordance with TS requirements. Affiliate links must be used within 30 days with cookies activated in order to guarantee correct invoicing. The legal documents provided by TS must be included in registration forms.
- 3.2 Further designation procedures can be agreed upon on an individual basis.
- 3.3 TS administrates registrations of online shops made in this way and deals with further completion, in particular technical connection and invoicing.
- 3.4 Trusted Shops reserves the right to refuse the establishment of contact to the companies designated without specifying reasons. Trusted Shops is not obliged to negotiate the conclusion of a membership contract with designated companies.
- 3.5 The partner's activity in conjunction with the designation of interested parties to Trusted Shops as per the contract is not exclusive. Trusted Shops remains entitled to acquire new customers themselves or employ the services of third parties to do so.

### 4 Advertising subsidy

- 4.1 For a procedure based solely on section 3.1 or as specifically agreed in section 3.2 between an online shop and TS that re-

sults in initial conclusion of a new contract (new customer TS membership or another TS product), the Partner is awarded an advertising subsidy, the sum of which is stipulated in a separate agreement.

- 4.2 Trusted Shops will inform the partner by the 10th day of any given quarter of the quantity and type of accepted applications of all customers brokered in the previous quarter for the purposes of invoicing. Invoicing of advertising subsidies is performed each quarter and is payable within ten days.
- 4.3 The obligation to retrospectively pay the advertising subsidy no longer applies in the event that an online shop acquired via the Partner fails to pay the full membership fee to TS or the respective membership contract is terminated, in particular if the contract is prematurely terminated, e.g. due to discontinuation of business or change of ownership. The obligation to pay an advertising subsidy also no longer applies in the event of exceptional cancellation of this agreement by Trusted Shops. In that case, the Partner has no right to claim for compensation, regardless of whether the affected contracts were terminated or remain effective. If the online shop that has applied is deemed to be insufficiently creditworthy by the TS guarantor (e.g. Atradius Kreditversicherung) and can therefore not become a TS member, this shall also serve as valid grounds for TS to revoke the contract.
- 4.4 All of the Partner's claims are deemed to be settled upon payment of the advertising subsidy. The right to claim remuneration for additional expenses and costs incurred in carrying out activities as per the partnership is excluded.

### 5 Licences

- 5.1 TS reserves all copyrights and trademark rights to the "Trusted Shops Guarantee" figurative marks, the "Trusted Shops" trademarks and other intellectual property rights of TS. TS grants the Partner simple, non-transferable rights to use the materials provided for the purposes of advertising in the creation of links to the TS website on the Partner website in compliance with these terms and conditions. This right can be revoked at any time. The Partner is not permitted to alter or otherwise edit the material provided.
- 5.2 This licence expires upon the Partner's withdrawal from the TS Partner Programme.

### 6 Duties and areas of responsibility

- 6.1 TS will present the Partner in an appropriate way on the TS website (e.g. in a list with name and company logo) as soon as a retailer provided by them has passed the TS audit. The type of representation, in particular written descriptions of the Partner, is decided upon by TS in conjunction with the Partner.
- 6.2 The Partner will be informed by TS about current developments (marketing campaigns, legal aspects of online shopping) and may forward this information on to potential customers in unaltered form. The information is provided by TS via email or in another form. TS shall not be obliged to provide a specific type of information nor shall it be required to provide such information at defined intervals.
- 6.3 The Partner is responsible for the set-up, operation and maintenance of their website as well as for all content that is displayed on the website, especially for the accuracy and correctness of TS materials displayed on the website, and for ensuring that material on the website does not infringe upon the rights of third parties or is otherwise illegal or offensive.
- 6.4 The Partner is obliged to immediately follow up and rectify complaints received concerning Trusted Shops or their interests in relation to the forms provided on the partner website or regarding any establishment of contact. They are also obliged to make Trusted Shops aware of their proposed further procedure within two weeks of receiving the complaint.
- 6.5 The Partner is obliged to indemnify TS from any claims made by third parties and associated legal costs that relate to the



- 6.6 Partner's obligation for the set-up, operation, maintenance or content of the site.
- 6.7 The Partner is obliged to ensure that there is no risk of confusion between their website and the TS website, and that their website does not give the impression that it is, or is part of, the TS website. The Partner shall not use any TS materials on their website that they have not received from TS for this purpose with express permission of use.
- 6.8 The Partner may not use any so-called seals of approval, trust marks, guarantee symbols or similar which they have developed themselves or have received from third parties and the use of which is anti-competitive, breaches trademark laws or is deemed by TS to pose a risk of confusion with TS brands. If other seals of approval are used, they must be awarded by a neutral body that has requirements beyond those required by law and which are audited at regular intervals for reasons of objective audit criteria.
- 6.9 The partner is not permitted to register with a search engine service on the internet with these search terms nor to directly or indirectly distribute other advertising materials that relate to TS without TS having been provided with said material and having issued written consent. TS will not refuse such consent without appropriate grounds.
- 6.10 The Partner is not entitled to issue or accept offers in the name of TS or to represent TS. The Partner shall not provide information to third parties, which implies that the Partner represents TS.

## 7 Confidentiality and obligation to maintain secrecy

- 7.1 In accordance with the contractual and business agreement, the Partners will exchange company and business related information which is of a confidential nature. The Partners are obliged to treat the data and information received from the respective other Partner confidentially and not to make this data or information accessible to third parties, even if it is not explicitly marked as being confidential, unless third parties are already aware of said data or other information due to permitted business activities. Any data and information received may only be passed on to employees who are entrusted with the fulfilment of the services as stipulated in this contract and who have agreed in writing to the data secrecy obligation in accordance with § 5 BDSG (Federal Data Protection Act).
- 7.2 All parties involved are prohibited from processing, announcing, making accessible or otherwise using protected data without consent for any other purposes than the respective legal fulfilment of the task. This obligation also remains valid after the expiry of this agreement.
- 7.3 Third parties may only be given access to this information insofar as the respective affected Party has granted written consent that this is necessary for the fulfilment of the contractual purposes and that confidentiality is ensured in accordance with an effective confidentiality agreement or if the third party in question is a professional who is obliged to maintain confidentiality and who is not absolved from their obligation to maintain secrecy. Legal publication obligations remain unaffected.

## 8 Contract period

- 8.1 The contract period begins with the first use of the TS online system (entry of the agency code) by the Partner and can be terminated at any time by either party in writing. Notwithstanding a cancellation by TS, the advertising subsidies payable until the point of termination will be paid.
- 8.2 Upon expiration of the contract, the Partner is obliged to delete all TS banners and buttons from their website and provide written confirmation of this to TS. The advertising subsidies payable will be invoiced and paid out by TS.
- 8.3 Further claims following a proper termination of this partnership are excluded for both parties.

## 9 Final provisions

- 9.1 This contract is subject exclusively to German law. Jurisdiction is Cologne.
- 9.2 TS reserves the right to make changes to the conditions of the recommendation programme at any time. The Partner will be informed in writing of any changes. If the Partner finds a change to the contract unacceptable, they may terminate the contract. If no termination is made within two weeks of receiving the written notification, this is deemed to be an acceptance of the changes.
- 9.3 Should any regulation in this contract be or become ineffective, the two parties shall attempt to agree upon a regulation that best fulfils the commercial purpose of the ineffective regulation.