



Terms & Conditions

for Suppliers

Preamble

Zaikio operates a cloud-based platform for the print media industry („**Zaikio Platform**“). Among other things, the Zaikio Platform enables Suppliers („**Supplier**“) to offer goods and/or services to consumer and business customers using the Zaikio Platform („**Customers**“).

For this purpose, Zaikio relies on information about the goods and/or services offered by the Supplier („**Supplier Information**“). The Supplier Information is fed into a database maintained by Zaikio, which is searched by users of the Zaikio Platform.

1. Subject matter

- 1.1.** These terms and conditions form the legal framework for the cooperation between Zaikio and the supplier and in particular for the supplier's access to the Zaikio platform for the purpose of concluding contracts for the sale of goods and/or the provision of services with customers who order the respective goods and/or services via the Zaikio platform.
- 1.2.** Deviating, conflicting or supplementary terms and conditions of the Supplier only become part of the agreement if explicitly accepted by Zaikio in writing. Mere knowledge of the Supplier's terms and conditions does not make them part of the agreement.
- 1.3.** Zaikio reserves the right to make changes and amendments to these Terms. Any changes will be announced to the Supplier in advance by e-mail. Changes are considered approved, if the Supplier does not object to them in text form (e.g. e-mail) within one month after the announcement of the respective change. Zaikio will specifically point out this consequence when announcing the changes.

2. Role of Zaikio

- 2.1.** Zaikio is only the operator of the Zaikio Platform and does not conclude any contracts with the Customer for the sale of the Supplier's goods and/or the provision of the Supplier's services and, for the avoidance of doubt, shall not be deemed to be a party to any such contract between the Supplier and any Customer.
- 2.2.** Zaikio allows Customers to search for goods and/or services from the Supplier as well as other suppliers on the Zaikio Platform.
- 2.3.** If the Customer intends to order a specific good and/or service from the Supplier, the Zaikio Platform will inform the Supplier of a new order so that the Supplier can access the order via the Zaikio Platform and conclude a contract for the sale of goods and/or the provision of services between the Supplier and the Customer.
- 2.4.** Zaikio will also give the Customer access to information about a particular order status, including order information. Acceptance of the order must be confirmed separately by the Supplier.

3. Zaikio obligations

- 3.1. Zaikio will provide the Supplier with the following access: Zaikio Hub (admin interface), API and related technical documentation, developer documentation for the integration of the API and, if applicable, other apps on the Zaikio Platform that the Supplier needs to connect to the Zaikio Platform.
- 3.2. The IT infrastructure of the Zaikio platform must be able to guarantee fail-safety, traffic handling and data security, as well as to process all incoming commands in a response time acceptable to the user.
- 3.3. Zaikio ensures access to the Zaikio platform of at least 99.0%, calculated on a 12 month basis.
- 3.4. Zaikio shall use commercially reasonable efforts to inform the Supplier two (2) weeks in advance about access interruptions. If advance notice is not possible, Zaikio shall use commercially reasonable efforts to inform the Supplier as soon as possible of any interruption and the reasons for it.
- 3.5. In case of an unforeseen failure Zaikio shall inform the Supplier immediately and make commercially reasonable efforts to eliminate the failure as soon as possible. In this case Zaikio shall inform the supplier in regular intervals about the current status and is available during this time for queries also outside the usual business hours.
- 3.6. Zaikio undertakes to comply with all applicable laws and regulations, in particular, but not exclusively, all applicable data protection laws and regulations.
- 3.7. Zaikio offers free support to the Supplier within its usual business hours (Monday to Friday 9:00–17:00 CET except holidays in Mainz, Germany). Enquiries will be received and answered via a live chat application selected by Zaikio in German and English. Zaikio will use commercially reasonable efforts to answer the questions raised in a timely manner.

4. Supplier obligations

- 4.1. The Supplier undertakes to set up all technical and organisational matters related to the Zaikio Platform in a way that supports the objectives of the Zaikio Platform to digitalise processes and enable real-time communication.
- 4.2. The Supplier's IT infrastructure must be able to guarantee fail-safety, traffic handling and data security, as well as to process all incoming commands via the Zaikio Platform

in a response time acceptable to the User.

- 4.3. The availability for access to the Supplier's system connected to Zaikio must be at least 99.0%, calculated on a 12-month basis.
- 4.4. The Supplier shall notify Zaikio immediately about any failure of its IT infrastructure or in case of security incidents.
- 4.5. The Supplier agrees to comply with all applicable laws and regulations when using the Zaikio Platform, including but not limited to all applicable data protection laws and regulations.
- 4.6. The Supplier undertakes not to take any action that infringes the rights of other persons or affects the availability or appearance of the Zaikio Platform.
- 4.7. The Supplier undertakes to keep all product, deliverability and availability information transmitted to Zaikio up to date at all times.

5. Execution of contracts

- 5.1. Any contract for the sale of the Supplier's goods and/or the provision of the Supplier's services with Customers is concluded exclusively between the Supplier and the Customer. In particular, Zaikio does not act as representative of the Supplier and/or the Customers.
- 5.2. In case of any disputes arising from a contract concluded via the Zaikio Platform for the sale of goods and/or the provision of services with Customers, the Supplier must work directly with the relevant Customer with whom it has concluded a contract and find a solution. To the extent necessary, the Supplier must secure appropriate cooperation from the Customer. Zaikio will cooperate on a case-by-case basis if the dispute is due to a malfunction of the Zaikio platform.

6. Remuneration

- 6.1. The Supplier may offer goods and/or services on the Zaikio platform free of charge, but a commission will be paid to Zaikio for each successfully converted offer. The commission is set as a certain percentage of the price of the goods and/or services paid by the Customer and is due for each order confirmed by the Supplier. The exact commission will be agreed between the parties in a separate pricing document. The commission is

due upon receipt of an invoice issued by Zaikio every four weeks. For the avoidance of doubt, the commission will be due for each confirmed order, without regard to any further changes, cancellations or similar actions in respect of that order.

- 6.2.** The Supplier is entitled to exercise a right to retention only to the extent that his counterclaim is uncontested, finally adjudicated or ready for decision.
- 6.3.** The Supplier may offset only against a claim which is uncontested, finally adjudicated or ready for decision.

7. Trusted Suppliers

- 7.1.** Zaikio only cooperates with suppliers ensuring a positive customer experience at premium level. To this end, Zaikio carefully selects suppliers on the basis of the evaluation criteria described in Section 7.2 below before it allows the offering of their services on the Zaikio Platform.
- 7.2.** The following evaluation criteria will be considered for prospective suppliers:
 - (a)** Supporting the goals of the Zaikio Platform (digitising processes and enabling communication in real time);
 - (b)** Customer value of goods and/or services;
 - (c)** Premium factor (e.g., premium company image, premium quality of goods and/or services);
 - (d)** Process suitability for delivering services seamlessly;
 - (e)** Value add to existing portfolio (high frequency of good and/or services needed, unfulfilled Customer needs);
 - (f)** Legal conformity of company (e.g., data sensitivity factors).

The status as a supplier will also be subject to regular re-evaluation, also considering Customer feedback as described in Section 8.

8. Service Ratings / Service Partner Evaluations

- 8.1.** Customers can rate Suppliers on the Zaikio Platform and send their feedback to Zaikio.

It is not possible to make individual comments in connection with such ratings.

- 8.2.** User ratings will be communicated to the Supplier and taken into account by Zaikio in connection with the regular evaluation of the Supplier as described below. Repeated bad ratings of the Supplier may lead to the exclusion of the Supplier from the Zaikio Platform.
- 8.3.** Zaikio reserves the right to visualise the received customer ratings on the Platform.
- 8.4.** Supplier status shall be subject to periodic reassessment based on the following assessment criteria:
 - (a)** Customer satisfaction with Supplier;
 - (b)** Goods and/or service relevance for Zaikio Customers;
 - (c)** Complaint rate by Customers;
 - (d)** Availability and quality of the goods and/or services offered.

9. Marketing

Both parties allow the respective other party to announce their engagement in the Zaikio Platform in connection with their marketing and advertising activities.

10. Liability

- 10.1.** Zaikio's contractual and statutory liability for damages caused by slight negligence shall, irrespective of its legal ground, be limited as follows:
 - (a)** Zaikio shall be liable up to the amount of the foreseeable damages typical for this type of contract due to a breach of material contractual obligations;
 - (b)** Zaikio shall not be liable for the slightly negligent breach of any other applicable duty of care.
- 10.2.** The aforesaid limitations of liability shall not apply to any mandatory statutory liability, in particular to liability under the German Product Liability Act (Produkthaftungsgesetz), and liability for culpably caused personal injuries. In addition, such limitations of liability shall not apply if and to the extent Zaikio has assumed a specific guarantee.

- 10.3.** Numbers 10.1 and 10.2 apply accordingly for Zaikio's liability for futile expenses.
- 10.4.** Both parties are obliged to take reasonable efforts for the prevention and minimisation of damages.
- 10.5.** In furtherance of Section 10.1 of these terms, and for the avoidance of doubt, Zaikio shall not be responsible or deemed liable for (i) any inaccuracies or omissions contained in the Supplier Information provided by the Supplier, (ii) a breach of any provision of a contract between the Supplier and any Customer in connection with the Zaikio Platform or (iii) any damage, liability or loss incurred by a Customer in connection with its contract with the Supplier.

11. Rights of use

- 11.1.** Zaikio grants Supplier a non-exclusive, worldwide right to use the API to connect its software to the Zaikio Platform and to offer goods and/or services to customers via the Zaikio Platform.
- 11.2.** The Supplier grants Zaikio a non-exclusive right to use the price and product information, including images, entered by the Supplier into the Zaikio Platform, as well as all information necessary to sell the goods and/or services to the Customer („**Product Information**“), in any way currently known or in the future, without limitation in space and time on the Zaikio Platform.

12. Commencement and term of the agreement

- 12.1.** By mutual consent (e.g. confirmation of a button on the Zaikio Platform by the Supplier and subsequent confirmation via email by Zaikio, or: signatures of an appendix of these Terms) the Supplier and Zaikio enter into a valid agreement according to these Terms. This agreement can be terminated by either party without giving reasons by giving six months' written notice.
- 12.2.** The right to terminate the agreement for cause remains unaffected. Both parties have the right to terminate the agreement without notice for good cause, in particular but not exclusively if
- (a) the Supplier repeatedly fails to perform its contracts concluded via the Zaikio Platform in a way that could harm Zaikio or the reputation of Zaikio or the Zaikio

Platform;

- (b) There is a material breach of these terms by either party.

13. Confidentiality

- 13.1.** Each party can provide the other party with certain confidential, non-public information, including diagnostic routines, business information, projections, financial plans and data, user data, marketing plans, hardware, software as well as not publicly made available product information („**Confidential Information**“). The communication of Confidential Information can be made orally or in writing.
- 13.2.** Neither party may use or disclose Confidential Information of the respective other party unless it is explicitly allowed by these terms or the party was authorised to do so in writing. In order to protect the Confidential Information of the other party the receiving party exercises the same degree of care that it exercises to protect its own confidential information and, in doing so, applies at least a reasonable standard of due care.
- 13.3.** The aforementioned confidentiality obligations do not apply to information for which the receiving party can prove that the information:
- (a) were already known to it at the time of the communication without having been subject to an obligation to confidentiality;
 - (b) were developed by it independently and without access to the Confidential Information;
 - (c) were authorised for disclosure by the party that provided the information in advance;
 - (d) were publicly known without a violation of these terms; or
 - (e) were rightfully obtained from a third party which is not obliged to confidentiality.
- 13.4.** Furthermore, the receiving party is allowed to disclose Confidential Information to the extent that this is required by law or was ordered by a court or regulator, provided that the receiving party informs the party that provided the information about the instance without undue delay in writing and cooperates with it in order to minimise the extent of the disclosure as far as possible and supports it with obtaining an injunction.

14. Applicable law and jurisdiction

- 14.1.** Where the Supplier is a merchant, legal person under public law, or special assets (Sondervermögen) under public law or has no legal venue in Germany, Mainz (Germany) will be the exclusive venue for any disputes arising out of or in connection with the agreement. Any mandatory venue rules will remain unaffected hereof.
- 14.2.** The agreement concluded based on these terms is subject to the laws of the Federal Republic of Germany, with exception of mandatory consumer protection laws of the jurisdiction of the Supplier's usual place of residence where the Supplier uses the Zaikio Platform for purposes that are outside his/her trade or profession.
- 14.3.** Zaikio may assign any right under the agreement concluded based on these terms to use the Zaikio Platform without the Supplier's consent to any company that is affiliated with Zaikio within the meaning of section 15 German Stock Corporation Act (Aktien-gesetz).
- 14.4.** If one of the provisions of these terms or any provision in other agreements should be or become invalid, this shall not affect the validity of all other provisions or agreements.