

General Terms and Conditions of Business for Cooperation Partners

of shopping24 Gesellschaft für multimediale Anwendungen mbH, Possmoorweg 2, 22301 Hamburg
("shopping24")

Preamble

As a service for operators of online shops shopping24 operates neutral shopping comparison and review portals on the internet, including the portals shopping24.de, fashion24.de, living24.de, smatch.com, yalook.com, discount24.de and wohnklamotte.de ("shopping24-Web Sites"). Merchants that subscribe to shopping24's merchant program have the opportunity to advertise their products ("Merchant Offers") on the shopping24 network.

I. Scope

1. The following provisions shall apply exclusively to the contractual relationship between shopping24 and the operators of websites that want to include Merchant Offers and/or advertising solutions by shopping24 on their websites and have submitted an appropriate offer accepted by shopping24 for entering into a contract ("**Partner**").
2. shopping24 provides its services exclusively on the basis of these General Terms and Conditions of Business (AGB = *Allgemeine Geschäftsbedingungen*) and the application form signed by the Partner. Deviating, conflicting or supplementary Terms and Conditions of Business of the Partner, even if known, shall not become a part of the contract unless shopping24 has expressly agreed to their validity in writing. These General Terms and Conditions of Business shall also apply to all future contracts in the ongoing business relationship between shopping24 and the Partner.
3. shopping24 shall have the right to unilaterally modify these Terms and Conditions of Business solely in cases that are reasonable for the Partner, such as, in particular in the event of a change in the legal situation through legislative amendments or decisions by the highest court and/or changes that are beneficial only for the Partner. In all other cases shopping24 shall have the right to modify and/or supplement these Terms and Conditions of Business with a reasonable notice period. Notice can be effected through publication on the internet on shopping24's web pages or in written form (in particular, email). If the Partner does not object to the modified or supplemented provisions within one month after publishing on the internet or receipt in writing, the modified or supplemented conditions shall be deemed as having been agreed upon. If the Partner objects within the specified time limit, then shopping24 shall have the right to terminate the contract in accordance with the regular notice period provided for in Item VIII.

II. Subject Matter of the Contract

1. shopping24 offers the Partner the opportunity to advertise Merchant Offers on websites of the Partner. To this end shopping24 provides Merchant Offers to the Partner through an application programming interface ("Application Programming Interface" hereinafter: "API"). In addition the Merchant Offers can be obtained via an export in the form of a CSV file or through JavaScript advertising solutions ("Widget").

III. Performance by shopping24

1. shopping24 provides the Partner access to the shopping24 product database via the API (or the CSV file or the Widget); stored in the database are offers of product and merchandise by shopping24's participating merchants.
2. shopping24 retains the right to modify, expand, delete API definitions, or to release new versions of the API.
3. The Merchant Offers in the database will be updated regularly. shopping24 retains the right at any time to modify, supplement, delete or reclassify the Merchant Offers provided to the Partners. shopping24 further retains the right in particular cases to block content, i.e., merchants and associated offers for Partners.
4. shopping24 will endeavor to provide the service of the shopping24 database 24 hours a day, 7 days a week, taking into account maintenance and repairs and down time for updating. shopping24 does not guarantee that the services (in particular the API, the product database and the Merchant Offers) will be available error-free and in a timely manner at all times without interruption. Service interruptions are possible.
5. The Partner will receive from shopping24 access to reports that are updated daily and reflect the credit memos for past months as well as the Merchant Clicks and sales by the Partner. The tool makes it possible for the Partner to carry out independent statistical evaluations. In this way the Partner receives important information to further improve its web pages. The figures shown in the report are non-binding, in particular, figures relevant for the accounting might still be adjusted if necessary for abusive traffic in accordance with Item VII.

IV. Performance by the Partner

1. The Partner operates and markets the content of its online offers in the internet and in this connection relies on shopping24's merchant data. The Partner can incorporate the data from shopping24 into its online offerings flexibly and at its own discretion. The Partner shall undertake access through API (or CSV file or Widget) only in connection with this Agreement with the goal of achieving joint sales.

2. The Merchant Offers at shopping24 change regularly, e.g., with respect to price and availability. Data obtained through the API (or CSV file or Widget) may be stored solely for caching purposes and may be retained or stored for a maximum period of 24 hours, after which they are to be deleted by the Partner without any request being made. This is necessary in order to guarantee the Partner that its data is up-to-date and to be able to take into account the rights of use of the merchant data.
3. Merchant data are totally unaltered and to be reproduced including the merchant link. In particular, shopping24's tracking code may not be removed. The target URL of a merchant link transmitted via the API interface (or CSV file or Widget) may not be modified or shortened.
4. The Partner guarantees that [links] will not be embedded in websites with radically right-wing content, that glorify violence, are immoral, indecent, offensive, endangering to youth, criminal or otherwise unlawful. In particular the Partner guarantees that the content of its websites does not violate any copyrights and complies with statutory provisions, in particular, those of the German Telemedia Act [TMG = *Telemedien Gesetz*], the German Federal Data Protection Act [BDSG = *Bundesdatenschutzgesetz*] and the General Data Protection Regulation [DSGVO = *Datenschutz Grundverordnung*].
5. In the event of third party claims based on a violation of Item IV.4, the Partner shall hold shopping24 harmless. shopping24 shall inform the Partner of the claim without delay.
6. The Partner promises to undertake the promotion of the Merchant Offers in such a way that from the perspective of an objective third party, a clear and unambiguous distinction between the Merchant Offers and the remainder of the content of the Partner's page is apparent, in particular – but not limited to – the editorial content of the page.
7. The Partner shall not be permitted to make the access details that were provided to it available to third parties. In this respect companies affiliated with the Partner within the meaning of Articles 15 ff. German Stock Corporation Act (*AktG = Aktiengesetz*) shall also be deemed third parties. The Partner is obligated to keep the access details secret and to safeguard them adequately against unauthorized access. The Partner shall inform shopping24 without delay of any suspicion of unauthorized use of its account and of the loss of the access details.

V. Rights of Use

1. shopping24 grants to the Partner a simple, revocable, non-assignable, non-sublicensable, right that is limited to the term and purpose of this contract:
 - to use the API and by this means have access to the product database that contains the Merchant Offers;
 - to represent, incorporate and make publicly accessible on its own websites the Merchant Offers downloaded via the API (or CSV file or Widgets) in accordance with the provisions of this contract;

- to represent, incorporate and make publicly accessible on its own websites the content of the Merchant Offers to the extent necessary.
- The Partner is prohibited from storing and/or using, directly or indirectly, the Merchant Offers provided via the API (or CSV file or Widget) in a way that goes beyond the purpose of the contract. The same applies to the transmission to and use by third parties.

VI. Tracking Merchant Clicks

- With the aid of its tracking technology shopping24 records API access as the daily number of clicks by users on one of the links from a merchant provided by shopping24 (“Merchant Clicks”).
- Only the tracking results compiled by shopping24 with reference to the adjusted Merchant Clicks are binding for compensation under this contract; unless something different was expressly stated in these Terms and Conditions.
- The Partner is aware and accepts that the calculation of the above-mentioned figures can be subject to fluctuations in measurement in rare cases. Unless the Partner can credibly establish discrepancies of more than 10% in a month in the above-mentioned figures through its own measurements, the Parties shall jointly search for the causes and on the basis of these findings come to an agreement regarding the figures that are controlling for the compensation.
- shopping24 shall check the quality of the traffic generated by the Partner, in particular for Merchant Clicks that are initiated by crawler/bots or which arise from an unnatural relationship of clicks to a user session. This includes, among other things, too many clicks on only a single merchant and clicks at a very short time interval. shopping24 is free to determine appropriate limits (number of clicks in various interval limits (minutes, hours, days) that are initiated from the same IP address) (collectively “unnatural traffic”).

VII. Compensation and Settlement

- Under the provisions of this Item VII shopping24 shall pay the Partner compensation for each Merchant Click, corresponding to the respective monetary value of the Merchant Click for shopping24 (cost-per-click). Here compensation follows a revenue-sharing model between shopping24 and the Partner. The earned monthly monetary value of the Merchant Clicks that are initiated on the Partner’s websites is broken down according to the following schedule.

Monthly Volume	Partner	Shopping24
>= 150,000 Merchant Clicks	75%	25%
>= 100,000 Merchant Clicks	70%	30%
Up to 100,000 Merchant Clicks	60%	40%

If a volume level is achieved in a particular month, then the distribution schedule applies to all Merchant Clicks generated during that month.

2. Compensation is exclusive of value-added tax at the prevailing rate.
3. A Merchant Click will be compensated only when shopping24 has actually earned the monetary value of the Merchant Clicks that the merchant has duly paid to shopping24. If, however, it was not possible for shopping24 to obtain any payment from the merchant, for example, due to the merchant's insolvency, then shopping24 is not obligated to make a payout to the Partner. If shopping24 obtains only portions of the payment by the merchant, then these are only to be passed on to the Partner pro rata in accordance with the calculation principles of the revenue-sharing model cited above.
4. Settlement shall be made monthly in arrears. By the 25th of each month shopping24 shall prepare for the Partner a list of the Merchant Clicks made during the preceding month, adjusted for unnatural Clicks in accordance with Item VI.4, as well as the total of their monetary value. The settlement shall be sent to the Partner by email and is downloadable at the partner backend under <https://partner.s24.com>. At the beginning of the contract the Partner shall provide shopping24 with its VAT Identification Number for the settlement.
5. The average conversion rate of Merchant Clicks (ratio of Merchant Clicks to orders with the merchant) must be at least 1% per month relative to the Partner's total traffic. If this minimum level of traffic quality falls short, then shopping24 reserves the right to reduce the net amounts under Item VII.1 used as a basis for calculating the revenue share. The reduction is calculated according the percentage of the shortfall in the minimum amount of traffic quality. Example: At a conversion rate for Merchant Clicks of 0.75%. and thus a shortfall of 25% in the minimum level of 1%, the payment to the Partner will be correspondingly reduced by 25%.
6. As of the 25th of each month shopping24 shall issue a credit memo for the pro rata click proceeds for the preceding month with instructions for a payment due date of 15 days.
7. If there is an invoice amount of < 100 Euro net, the respective amount shall be added to the next accounting month, or at the latest, paid at the end of the contract.

VIII. Term and Termination

1. Upon signing and sending the application form the Partner makes a legally binding offer to purchase the relevant services from shopping24 based on these "General Terms and Conditions of Business for Partners." The contract does not enter into force upon signing the application form, but rather only when shopping24 accepts the Partner's offer in the form of a confirming email or return fax.
2. This contract enters into force through signing and is valid for an indefinite period. It can be terminated by the contracting parties with a notice period of three months as of the end of the month. Compliance with the notice period is determined by the date of receipt of the declaration.

3. The right to terminate for good cause is unaffected by this. In particular, good cause exists when:
 - One party files an application for an insolvency order or comparable proceeding, or a proceeding of this nature was opened or dismissed for lack of assets. The affected party shall inform the other party of this situation without delay;
 - One contracting party breaches material obligations arising under this contract and the breach is not cured within a reasonable time limit set by the other party.
4. Moreover there is justifiable good cause for shopping24 for termination without notice when:
 - The Merchant Clicks achieved through the Partner's website show a conversion rate (ratio of Merchant Clicks/orders from the merchant) of less than 1% over a period of four consecutive weeks;
 - There are indications that the Partner manipulated or artificially inflated the Merchant Clicks achieved through its websites in order to increase its revenue share.
 - The Merchant Clicks achieved through the Partner's website failed to reach a total of 200 clicks over a period of four consecutive weeks.
5. Termination must be in writing.

IX. Liability and Guarantee

1. Merchant Offers and information include data supplied by third parties, especially merchants; consequently shopping24 does not assume any liability for the accuracy or completeness of this information.
2. shopping24 does not verify whether third parties, in particular the merchants, have the right to grant shopping24 rights of use to materials protected by copyright or trademark. shopping24 assumes no liability that the contents of the database are not subject to the rights of third parties.
3. The parties recognize that the Merchant Offers are third party information within the meaning of Section 10, German Telemedia Act (TMG), both for shopping24 as well as for the Partner.
4. Each party is responsible for the operation and maintenance of its own website. In this connection the provisions of the German Telemedia Act must be complied with.
5. shopping24 will be responsible for possible damages, regardless of the legal grounds, only if a material contractual obligation was culpably breached in a way that jeopardizes the purpose of the contract, or if the damages can be attributed to gross negligence or intent, or if it involves liability for damages arising out of injury to life, limb or health. Limitation of liability also applies in the case of fault on the part of an assistant of shopping24. If the breach of a material contractual obligation is not grossly negligent or intentional, then shopping24's liability is limited to typical damages or the typical

extent of damages that was reasonably foreseeable at the time of entering into the contract. This does not apply to liability under the Product Liability Act. Unless mandatory statutory provisions require otherwise, any further liability is excluded.

X. Public Communication, Public Relations

1. shopping24 has the right to refer to the Partner and cooperation with the Partner in its promotional materials. In addition, shopping24 can use the trademarks, including the logos on the Partner's websites on which Merchant Offers are incorporated. The Partner grants shopping24 a simple, revocable, non-assignable right of use that is limited to the duration of the contract.

XI. Secrecy

1. The contracting parties promise to maintain secrecy regarding the subject matter of the contract and the information, business and trade secrets of the other party and its affiliated companies. This includes in particular, knowledge regarding click rates, interfaces, programming, pricing policies, business partners and sales ("Confidential Information"). Accordingly the contracting parties will impose this duty upon their employees, subcontractors and agents.
2. The foregoing duty to maintain secrecy does not extend to confidential information with respect to which the disclosing party proves that (i) it knew the information already prior to the disclosure from the disclosing party, (ii) the information had been transmitted to it lawfully by a third party who had not acted as the representative of another party, (iii) it had developed the information itself or the information had been developed for it independently, or (iv) the information is publicly accessible, or (v) it had to be disclosed based on a statutory or administrative duty.
3. After the end of the collaboration as well as upon request by the other contracting party, the contracting party that received the information shall return it to the other contracting party, or, to the extent that a physical return is not possible, delete the information and provide appropriate proof to the disclosing party.
4. The provisions under this Item shall continue to apply for a period of two years even after the end of the contract.

XII. Other Provisions

1. Modifications and additions to this contract, including to this clause, must be in writing.
2. If one provision of this contract should violate lawful regulations either wholly or in part, or for other reasons be invalid, the validity of the remaining contract provisions shall remain unaffected by this. The invalid or ineffective provision shall by mutual agreement be replaced with an effective provision that approaches as closely as possible the desired economic purpose of the ineffective provision.



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3. The transfer of duties and/or the assignment of rights under this contract to third parties by the Partner is permitted only with the written consent of shopping24. Section 354a of the German Commercial Code [HGB = *Handelsgesetzbuch*] remains unaffected.
4. The Partner can offset a claim by shopping24 only with an undisputed claim or a claim that has been determined to be legally final and absolute.
5. This contract shall be governed exclusively by the laws of the Federal Republic of Germany.
6. The exclusive venue for all disputes arising out of this Agreement is the registered office of shopping24.