

Additional Terms and Conditions for the ThinPrint & ezeep Sales Partner and Affiliate Program (“TESPAP”)

The following additional terms and conditions apply for the TESPAP. These do not affect the provisions of the General Terms and Conditions.

I. Parties

- (1) Companies, which are authorized partners (hereinafter referred to as “Partner”), can benefit from mediating or selling ThinPrint & ezeep solutions.
- (2) If applicable, any and all agreements previously concluded between ThinPrint and the participating authorized partner (“Partner”) (each a “Party”, jointly the “Parties”) concerning the same subject matter are rendered void and shall be replaced by these Partner Terms & Conditions PTC.

II. Establishment of a Partnership

- (1) Participation in the TESPAP is free of charge.
- (2) By submitting the correctly and honestly filled out online form, the Partner applies to be admitted to the TESPAP by ThinPrint. By sending the online form, the Partner declares his/her consent with these PTC, which he confirms by checking the appropriate box.
- (3) Upon review of the submitted application by ThinPrint and unless there is a justified reason, the interested party is admitted to the TESPAP. As confirmation of this, the newly onboarded Partner receives an e-mail.

Upon receipt of the confirmation, Partner may profit from the advantages of the TESPAP.

III. Partnership Types and Levels

- (1) ThinPrint offers two types of partnerships
 - Affiliate Partners
 - Sales Partners
- (2) Sales Partners
 - (a) ThinPrint offers different levels of the partnership for Sales Partners under the TESPAP. These are, in ascending order,
 - Sales Partner
 - Premium Sales Partner
 - (b) Every sales partner admitted to the TESPAP starts out as a Sales Partner. If the Partner reaches specified criteria, the Partner may be upgraded to the Premium Sales Partner level, which will provide additional benefits for the Partner. The applicable criteria shall be communicated by ThinPrint to Partner

in a suitable manner. ThinPrint reserves the right to modify the applicable criteria at its own discretion.

- (c) ThinPrint also reserves the right to downgrade inactive Premium Sales Partners. ThinPrint shall inform the Partner hereof by email.

IV. TESPAP Partner Portal

- (1) For the duration of the partnership Partner gets access to an exclusive Partner Portal.
- (2) In the Partner Portal Partner will find an overview of the current partner level, the current benefits of the program (including the current commission rate for the different products or services) and access to sales-supporting partner resources.
- (3) The Partner Portal also allows the Partner to register customer projects or name leads.

V. Assignment of customers

Partner receives a quarterly commission based on the net-revenue generated by the customers acquired. For assignment of such customers, ThinPrint generally offers three options – registration of projects or attribution of discount codes after confirmed registration of a partnership:

- (1) Registration of a project
Partner has to provide all necessary information to register a project via the TESPAP Partner Portal. ThinPrint then checks the registration and confirms compliance with the following aspects:
 - (a) Project is not already registered
 - (b) Customer is a legal business entity
 - (c) Customer is independent from Partner
 - (d) Customer is not currently in a contractual relationship with ThinPrint and has not been in a contractual relationship with ThinPrint during the last 6 monthsAny confirmed project registration is valid for 3 months.
After that time, Partner can register the same project again if needed.
- (2) Attribution of discount codes
(not available in all sales regions and not for all products and services)
 - (a) Partner receives discount codes from ThinPrint. Such discount codes may be passed on to Partner's customers, thus enabling the assignment of customer to Partner and serve as the basis for calculating any commission claim (see below).
 - (b) ThinPrint reserves the right to exchange the discount codes at any time and without giving any reason.
- (3) Affiliate Links
(not available in all sales regions and not for all products and services)
 - (a) Partner receives a link to ezeep's signup page to distribute to customers. Net revenues generated via Partner's link, will be used for reward calculations.
 - (b) ThinPrint reserves the right to change the link at any time and without giving any reason.

VI. Product sourcing

- (1) All cloud-based products and services shall be purchased directly (from the customer of the Partner) via the online platforms provided for this purpose.
- (2) In countries, in which there are official ThinPrint distribution partners, Partner shall order non-cloud-based products that are officially offered by distribution through an official ThinPrint distributor of his choice. ThinPrint shall upon request provide the Partner with the contact data of ThinPrint distributors in his area. Purchase orders directed to official ThinPrint distributors are exclusively governed by the PTCPTC of the distributor and subject to the respective ThinPrint distributor's price list.
- (3) If Partner is based in a country where there is no official ThinPrint distributor, the Partner shall order non-cloud-based products directly from ThinPrint. ThinPrint shall inform the Partner, if applicable, about the purchase process and conditions in the confirmation email at the beginning of the partnership.

VII. Payout of commissions

- (1) The Partner can view a current overview of the amount of his earned commissions via the "Rewards" section in the Partner Portal.
- (2) The payout shall be made exclusively to a payout provider (Paypal or Stripe) deposited by the Partner.
- (3) The payout of the commissions earned shall automatically be made once per calendar month, provided that the Partner has deposited the account of a payout provider in the portal and the amount of the commissions earned exceeds a minimum amount of 25 \$US.

VIII. Duration

- (1) The initial duration of the partnership is 24 months. At the end of this term, the partnership is considered terminated and entitlement to commissions is not existent.
- (2) The duration of the partnership is automatically restarted for a total of 24 months with each new customer that can be assigned to Partner and establishes a cash back claim according to the provisions of these terms.

IX. Termination

- (1) Partner may terminate the partnership for convenience at any time.
- (2) ThinPrint is entitled to terminate the partnership for cause. "Cause" shall include:
 - (a) if Partner acted against ThinPrint's interests,
 - (b) if Partner cooperates with a competitor of ThinPrint and therefore the mutual trust necessary for the further provision of partnership has been undermined.
- (3) In the event of termination, Partner is no longer entitled to commissions for any registered customer and prior services exchanged between the Parties within the context of the partnership shall not be reimbursed. Likewise, neither Party shall compensate the respective other Party for costs or other damages arising from termination.

- (4) Project registrations that have not been reviewed by ThinPrint until the termination will be deleted and do not lead to any kind of compensation claim.

X. Intellectual Property Rights

- (1) For the duration of the partnership, the Partner is entitled to use the logos provided by ThinPrint under the TESPAP for his/her business activities under the TESPAP. Any other use of ThinPrint's intellectual property rights require previous written consent by ThinPrint.
- (2) No other rights than those granted in subsection (1) above, titles, or claims, shall be granted to the Partner by these PTC or Partner's business activities under the TESPAP. In particular, the Partner may not include ThinPrint's trademarks, logos, or any other intellectual property rights of ThinPrint, in his own trade and/or business names.
- (3) The Parties agree that the intellectual property rights may only be used for the benefit of the owning Party. In particular, trade and/or business names may not be attached to other software or products, labels, packaging, documentation or other material of the respective other Party.
- (4) ThinPrint reserves the right to modify, cancel or substitute its trademarks and logos. ThinPrint shall inform the Partner hereof by email. The Partner declares his/her consent to adapt his/her use of the modified or substituted trademarks and logos accordingly.
- (5) Upon termination of the partnership any and all rights granted in the above subsections are automatically withdrawn.