

ezeep Sales Partner Program – Terms & Conditions

I. Establishment of a Partnership

- a) Companies, which are ezeep sales partners (hereinafter referred to as “Partner”), can benefit from selling ezeep solutions. In order to become a Partner the interested party has to fill out a web form correct and honest and send the request to ezeep. Within short time, ezeep reviews the request.
- b) Unless there is a justified reason, interested party will become a Partner and will receive a confirmation email containing the valid commission rate percentage, a web link to register project(s) and discount code(s) (if available), that can be passed on to customers.

II. Assignment of customers

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

1. Registration of a Project

- a) Partner has to provide all necessary information to register a project. ezeep then checks the registration and confirms compliance with the following aspects:
- b) Project is not already registered
- c) Customer is a legal business entity
- d) Customer is independent from Partner
- e) Customer is not currently in a contractual relationship with ezeep and has not been in a contractual relationship with ezeep during the last 6 months

Any 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 – if available in the sales region in which the Partner operates

- a) Partner receives discount codes from ezeep. Such discount codes may be passed on to Partner’s customers (hereinafter referred to as “Client”), thus enabling the assignment of Client to Partner and serve as the basis for calculating any commission claim (see below). Furthermore, Partners, who are distributors, receive a set of different discount codes, thus they can pass them on to each reseller and assign generated revenue. Resellers are expressly permitted to pass on the discount codes to their end users.
- b) ezeep reserves the right to exchange the discount codes at any time and without giving any reason.

III. Commission

- a) After the end of a calendar quarter, ezeep identifies the net-revenue that was generated through Partner. ezeep determines the amount of the commission owed to Partner and

asks Partner to invoice ezeep for that amount (hereinafter referred to as “Invoice Information”).

- b) In order to assert the commission, Partner must submit an invoice to ezeep within 14 days, starting with receipt of the Invoice Information. If the deadline is exceeded, Partner is not entitled to receive a commission.
- c) The invoice amount will be transferred by ezeep by using PayPal, Credit Card or wire transfer (provided Partner agrees to cover the wiring fees).
- d) ezeep reserves the right to change commission rates for future quarters upon prior written notice.

IV. Duration

- a) The initial duration of the partnership is 24 months. At the end of this term, the partnership is considered terminated and entitlement to cash back is not existent.
- b) 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.

V. Termination

- a) Partner may terminate the Partnership for convenience at any time.
- b) ezeep is entitled to terminate the partnership for cause. “Cause” shall include:
 - a. if Partner acted against ezeep’s interests,
 - b. if Partner cooperates with a competitor of ezeep and therefore the mutual trust necessary for the further provision of partnership has been permanently undermined.
- c) In the event of termination, Partner is no longer entitled to cash back 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.
- d) Project registrations that have not been reviewed by ezeep until the termination will be deleted and do not lead to any kind of compensation claim.

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