

Partnership Agreement

between

bexio AG

Alte Jonastrasse 24
8640 Rapperswil SG

represented by

Felix Giezendanner and Florian Reichen

*(hereinafter referred to as "**bexio**" or the "**Provider**")*

and

[Company name]

[Address]

represented by

[First and last name]

*(hereinafter referred to as the "**Partner**")*

*(hereinafter each individually also referred to as
"**Party**", collectively also as "**Parties**")*

Preamble

- (A) The Partner develops and operates one or more partner offer(s), applications, etc., and provides the accompanying services (hereinafter "Partner Offers") in accordance with this Partnership Agreement.
- (B) The Provider will provide the end customer with products and services, including from third-party providers, on the Marketplace. In particular, the Provider will provide an interface (API) of the bexio software for communicating with the software of third-party providers or partners. The end customer may order various offers and services from the Provider and from the Partner (together also referred to as the "Marketplace Offers") and, if possible, integrate them in the bexio software. In addition, the end customer can grant other third-party providers the right to use the interface to its bexio account.
- (C) By concluding this Partnership Agreement, the Partner gains access to the bexio Marketplace. The Provider will provide its end customers with products and services on the Marketplace, including from third-party providers.
- (D) The Parties shall provide their services as independent companies. They themselves, as well as their partners, owners and employees, are not entitled to act for the other Party in question or to appear on its behalf.
- (E) With this Partnership Agreement, all existing agreements between the Parties regarding the Partner Offers on the Provider's Marketplace will be cancelled in line with the subject matter of this Contract.
- (F) Annexes 1–4 to the Contract contain a detailed agreement between the Parties regarding the partnership and form an integral part of this Partnership Agreement. Insofar as there are deviations between the Annex and this Partnership Agreement, the latter shall take precedence.

On this basis, the Parties agree as follows:

1. Services

- 1.1 The Partner shall provide the following services, or make the following items available, as the case may be:
 - Partner Offers [Name of offer] (accessible today at [<https://www.company.ch>])
 - [Name the service]
 - 1st-, 2nd- and n-level support
 - Connection to the bexio Marketplace via the Provider's API (unless otherwise agreed)
 - Further development of the Partner Offers
 - All necessary information and content for listing the Partner Offers or service on the Marketplace (mandatory: texts, graphics and/or images; optional: a short video) in German, English, French and Italian. The Partner Offers themselves do not have to be available in all four languages, but the listing is offered in these languages.

- Text, graphics and images for bexio's blog post and social media post in German and French
 - Support, with training, for bexio sales and support in English or German (e.g., fact sheet)
 - Payment of bexio's services (e.g., API calls, support triage, marketing, debt collection) by means of the service fee (see Section 2)
- 1.2 bexio shall provide the following services, or make the following items available, as the case may be:
- Provision, maintenance and further development of the underlying API interface, including the security protocol for token-based authorisation and authentication (SSO via OpenID Connect)
 - API support for the Partner
 - Development and maintenance of the Marketplace
 - Activation of the Partner Offers referred to in Section 1.1 on the Marketplace in German, English, French and Italian
 - Marketing and invoicing (collection) of all Partner Offers placed on the Marketplace
 - Support for the training for the bexio sales and/or support team for consultancy, cross-selling and upselling
 - Acceptance of customer support calls and subsequent triage of support requests/if end customer concerns are received by bexio (CRM automation)
 - A bexio account (Pro+ with all features) for testing and development purposes
 - Marketing of the Partner Offers via the available marketing channels of bexio/measures and any costs incurred will be discussed together
- 1.3 In all other respects, reference is made to the Provider's General Terms and Conditions for Marketplace Partners, which form an integral part of this Partnership Agreement.

2. Invoicing and service fee

2.1 Assignment of receivables (cession)

- 2.1.1 The Partner transfers responsibility for payment processing and invoicing with respect to the end customer to the Provider. For this purpose, the Partner irrevocably assigns all future claims arising from its Partner Offers to end customers that are distributed via the Marketplace, including ancillary and priority rights with respect to the end customers, to the Provider (assignment pursuant to Art. 164 ff. of the Swiss Code of Obligations (OR)).
- 2.1.2 The assignment of claims applies to all claims from the time of signature of the Partnership Agreement until its termination. At the same time, the consequences of termination must be taken into account in accordance with the General Terms and Conditions for Marketplace Partners.
- 2.1.3 End customers who purchase Partner Offers via the Marketplace will receive their invoice directly from the Provider. The Provider is entitled to assert claims against end customers in its own name. The Partner confirms that it has not assigned its claims, either individually or globally, for the benefit of other creditors.

- 2.1.4 The Partner is obliged to inform the end customers about the assignment of claims, so that they can then make payment to the Provider in a purely debt-discharging manner. The Provider is entitled at any time to notify the end customer of the assignment of claims.

2.2 Service fee

- 2.2.1 The Provider charges a service fee for the contractual services of 25% of the turnover achieved.

- 2.2.2 Should the Partner be among the top 20% of all partners on the bexio Marketplace within a period of three (3) years from the start of the collaboration, the service fee will be reduced from 25% to 20% of the turnover achieved. Turnover is evaluated on the basis of the metrics provided by bexio. These figures are based on the actual sales made in the bexio Marketplace.

- 2.2.3 In all other respects, the General Terms and Conditions for Marketplace Partners apply, in particular, with regard to the payment of end customer fees to the Partner and the calculation of the service fee or the turnover achieved.

3. Final provisions

- 3.1 The following Annexes form an integral part of this agreement:

- ☒ Annex 1 [General Terms and Conditions for Marketplace Partners](#)
- ☒ Annex 2 Contact Details, Service and Support
- ☒ Annex 3 Supplementary Agreement regarding Invoicing by the Partner
- ☐ Annex 4 Supplementary Agreement regarding Connection without API

Rapperswil, XX. month 20XX

On behalf of the Partner

On behalf of bexio AG

First and last name
Title

Felix Giezendanner
Head of Partner Management & Ecosystem

First and last name
Title

Florian Reichen
Senior Marketplace & Partner Manager

Annex 2 – Contact Details for Administrative, Technical and Service/Support Purposes and Remarks on Service and Support

Contacts for administrative purposes:

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| bexio AG Alte Jonastrasse 24 8640 Rapperswil Marketplace & Partner Management marketplace@bexio.com | Company AG/GmbH Street Postcode & Town/City First name/Surname Title/Position Email Mobile/direct |
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Contacts for technical purposes:

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| bexio AG Alte Jonastrasse 24 8640 Rapperswil support@bexio.com +41 71 552 00 60 | Company AG/GmbH Street Postcode & Town/City First name/Surname Title/Position Email Mobile/direct |
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Contacts for support purposes:

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| bexio AG Alte Jonastrasse 24 8640 Rapperswil support@bexio.com +41 71 552 00 60 | Company AG/GmbH Street Postcode & Town/City First name/Surname Title/Position Email Mobile/direct |
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Annex 3 – Supplementary Agreement regarding Invoicing by the Partner

The Parties hereby agree that invoicing of the end customers shall continue to be carried out directly by the Partner, since invoicing of the end customers by the Provider is not possible or practicable.

The Parties hereby agree that invoicing of the end customers shall **temporarily** be carried out by the Partner directly. The Parties agree that this transitional solution shall apply **for a maximum period of six (6) months**. After expiry of this period, the Provider may take over the invoicing in accordance with Section 2 of the Partnership Agreement, whereby the Partner hereby already assigns the claims against the Provider accordingly today.

This Supplementary Agreement takes precedence over the general provisions of the Partnership Agreement and the provisions of the General Terms and Conditions for Marketplace Partners. However, if no deviating provision is made in this Supplementary Agreement, the remaining provisions shall remain unaffected.

- A.3.1** The Partner is responsible for the proper invoicing and collection of the receivables from the end customers as well as for the correct billing and payment of the contractually agreed service fees to the Provider.
- A.3.2** There is no assignment of claims from the Partner to the Provider. The Partner is obliged to pay the service fee to the Provider in accordance with the provisions of the Partnership Agreement and the provisions of the General Terms and Conditions for Marketplace Partners.
- A.3.3** In order to calculate the turnover achieved and the resulting service fee, the Partner is obliged to provide the Provider with a system that offers an equal degree of transparency and traceability with respect to measurement points and metrics. At a minimum, this system must contain data regarding the number of test phases (trials), sales, ongoing subscriptions and the related end customers. It must be available online at all times and enable the Provider to evaluate the relevant key figures on a monthly basis.
- A.3.4** The service fees are due for payment to the Provider on a quarterly basis, within 10 days of the beginning of the quarter following the billing period. Payment must be made in Swiss francs (CHF), plus any VAT. Default occurs automatically once the 10 days following the beginning of the quarter following the billing period have passed, without the need for a reminder. If the Partner is in default, it must pay default interest of 5% p.a.
- A.3.5** The Provider reserves the right to review the Partner's reports in the context of an audit at its own expense. This audit can be carried out by the Provider or by a commissioned third party. If any reports were drawn up incorrectly, either intentionally or due to gross negligence, the Partner shall owe the Provider a contractual penalty of CHF 10,000. The Provider reserves the right to assert further damages (e.g., costs of the audit).