

# General Terms and Conditions of Business of bexio AG for Marketplace Partners

## 1. Scope of application

- 1.1 These General Terms and Conditions for Marketplace Partners ("Marketplace Partner T&Cs") apply to the contractual relationship between bexio AG (hereinafter referred to as the "Provider") and its partners (hereinafter referred to as the "Partner"), who make their partner offers available on the marketplace of the Provider for customers of the Provider (hereinafter referred to as the "End Customers").
- 1.2 By concluding the Partnership Agreement, the Partner unconditionally acknowledges the following provisions. In all cases, these Marketplace Partner T&Cs take precedence over any general terms and conditions of the Partner. The Provider reserves the right to make subsequent changes or additions to the Marketplace Partner T&Cs. These will become part of the Contract insofar as the Partner does not object to them within 14 days of becoming aware of them (see Section 12). The current version will always be published on the Provider's website (<https://www.bexio.com>). Continued use of services of the Provider after notification of changes will be deemed acceptance of the amended provisions.

## 2. Contractual scope

- 2.1 The Partner develops and operates one or more partner offer(s), applications, etc., and provides the accompanying services (hereinafter referred to as the "Partner Offers").
- 2.2 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.
- 2.3 By concluding this Partnership Agreement, the Partner gains access to the bexio Marketplace. The Marketplace simplifies the processes of selection, activation, purchase, use and termination of the Marketplace offers for End Customers. Use of the Marketplace and connection of the Partner Offers to the Provider's API and the Provider's other services results in a service fee becoming due in accordance with Section 6.
- 2.4 In the present case, all Partner services offered via the Provider's Marketplace are considered Partner Offers. The Partner is obliged to transfer all customer relationships relating to the contractual Partner Offers to the Provider for invoicing in accordance with Section 6.
- 2.5 If, on the basis of the Provider's API, the Partner provides further services to End Customers which involve at least five (5) bexio accounts being connected, the partner is obliged to inform the Provider of this. The Partner must inform the Provider of the nature of the additional services as well as the number of connected bexio accounts. The Provider will on

this basis evaluate whether these additional services of the Partner will also be included in the existing Partner Contract. If the Partner fails to make this self-declaration or refuses to enter into or amend the Partner Contract, the Provider shall, at its sole discretion, be entitled to restrict the Partner's use of the API or to charge a reasonable fee for continued use of the API.

### **3. Contractual relationship**

- 3.1 The contractual relationship regarding the use of the Partner Offers is exclusively between the End Customer and the Partner. The Partner remains solely responsible for the design of the contractual relationship and the fulfilment of all contractual obligations between it and the End Customer, in particular, with regard to the proper provision, functionality and security of the Partner Offers. The Partner is solely responsible for ensuring that any general terms and conditions of the Partner become a legally valid part of the contract between the Partner and the End Customer.

### **4. Project implementation**

- 4.1 After the conclusion of the Partnership Agreement, the Partner will connect its Partner Offers to the bexio software and create the go-to-market documents ("GTM Documents") within a reasonable time frame. The Partner is solely responsible for the timing of its work.
- 4.2 The Provider reserves the right to determine the time when the Partner Offers go live in the Marketplace as well as the start of the associated marketing measures at its own discretion. The Provider will inform the Partner in good time about any planned appointments or deadlines to ensure that the Partner Offers and the GTM Documents meet the necessary requirements and are ready for use.

### **5. Prices for Partner Offers**

- 5.1 Principle
  - 5.1.1 The prices for the End Customer for use of the Partner Offers (the "End Customer Prices") are based on the Partner's current list of rates and are at the sole discretion of the Partner. Prices on the Marketplace are always shown exclusive of VAT.
  - 5.1.2 The Partner is responsible for keeping the End Customer Prices on the Marketplace up to date at all times and for ensuring that the following provisions regarding price parity (no. 5.3) are adhered to at all times.
  - 5.1.3 The Partner is obliged to inform the Provider in advance of any adjustments to the End Customer Prices as well as any significant changes to the content of services. If new products and/or services are offered, the Parties shall agree in advance on all conditions.
- 5.2 Discounts, price reductions and bundling
  - 5.2.1 The Partner is entitled, at its own discretion, to offer discounts, price reductions, and bundling, etc., for its Partner Offers on the Marketplace. The Provider is entitled to submit its own proposals for discounts, price reductions, and bundling with the Provider's own products ("bundling"). Implementation depends on the approval of the Partner.

- 5.2.2 The Partner is not obliged to also offer discounts and price reductions on other sales channels.
- 5.2.3 The Provider is not obliged to offer its own discounts, price reductions, or bundling of its own products with Partner Offers.
- 5.3 Price parity
  - 5.3.1 The Partner may also offer its Partner Offers to its customers directly or via other marketplaces or sales channels. In this case, the Partner guarantees that End Customers of the Provider will receive an End Customer Price for the Partner Offers via the Marketplace that is not higher than identical offers of the Partner.
  - 5.3.2 If the Partner offers discounts, price reductions, bundles, etc., on other sales channels, it undertakes to also offer that promotion on the Marketplace, insofar as this is technically and contractually feasible. If, on the other hand, the promotions are not comparable with the Partner Offers on the Marketplace (e.g., bundling with third-party products that are not available on the Marketplace), the Partner is exempt from price parity.

## **6. Invoicing and service fee**

- 6.1 Assignment of receivables (cession)
  - 6.1.1 The Partner transfers responsibility for payment processing and invoicing with respect to the end customer to the Provider. In return for this, the Partner shall assign the receivables from the End Customers (in particular, End Customer Prices) to the Provider (assignment pursuant to Art. 164 ff. of the Swiss Code of Obligations (OR)). 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.
- 6.2 Payment of End Customer fees to the Partner
  - 6.2.1 The Provider is obliged to pay the End Customer Prices paid by the End Customer to the Partner after deduction of the service fee in accordance with Section 6.3 below. Payment is made monthly.
  - 6.2.2 The Provider will provide the Partner with a statement by email or via another suitable communication channel. If the statement is not objected to in writing within 30 days of delivery, it will be considered accepted.
  - 6.2.3 The Partner is only entitled to the turnover minus the service fee in accordance with Section 6.3 below. The Partner is not entitled to claims not paid by the End Customer. The Provider undertakes to take appropriate measures to recover the claim. Which measures are appropriate in the specific case in question is at the sole discretion of the Provider. The Provider shall not be liable for payments not made by End Customers.
- 6.3 Service fee
  - 6.3.1 The Parties agree on a service fee for the contractual services, which depends on the turnover achieved under the present agreement. The amount of the service fee is subject to the separately agreed regulation between the Parties.

- 6.3.2 The service fee covers all services that fall under the present contractual relationship between the Parties. The Parties agree that the contractual services are covered by the service fee and that no additional fees shall be charged.
- 6.3.3 The turnover that is relevant for calculating the service fee is determined by the total revenue generated by the Partner Offers with all linked bexio accounts. The turnover is calculated exclusively on the basis of the payments actually received and successfully booked by End Customers. Accordingly, all discounts, price reductions, bundles, etc., in the turnover are already deducted. Outstanding or unpaid receivables shall not be taken into account in the turnover or, accordingly, in the calculation of the service fee.
- 6.3.4 The Provider will provide the Partner with online reports with up-to-date figures. These include information about the number of linked and referred bexio accounts or End Customers and the turnover achieved.
- 6.3.5 The Provider reserves the right to make refunds or chargebacks in connection with the Partner Offers purchased via the Marketplace, in consultation with the Partner. In the event of a refund, the corresponding amounts will be deducted from the proceeds to be paid out to the Partner.

## **7. Interface (API)**

- 7.1 Each Party shall bear their own costs for the development and maintenance of the technical connection of the Partner Offers.
- 7.2 The Provider shall provide the Partner with up-to-date documentation of the public developer interface (REST API) at <https://docs.bexio.com>. The Partner is obliged to use the methods and endpoints within the framework of the API documentation. Any misuse of the API will result in restrictions in accordance with point 7.5.
- 7.3 In the mutual interest of the Parties, the Provider shall provide information as soon as possible, in principle at least four (4) months in advance, of any critical changes ("breaking changes") to the API and shall document them in its API documentation at: <https://docs.bexio.com/#section/Changelog>. Adjustments to the interface that are relevant for the Partner shall be communicated to the Partner at least one (1) month before release. The Partner shall take into account the same deadlines for corresponding adjustments to the Partner's interface.
- 7.4 For the registration and use of the Partner Offers by End Customers, a connection of the Provider's via OpenID Connect is mandatory. This connection ensures that the information required to provide the Partner Offers is transmitted properly and securely with the express consent of the End Customer. Furthermore, the metrics and dashboards provided to the Partner by the Provider are based on this connection. Additional login options for End Customers are permissible provided that they are in addition to the single sign-on (SSO) feature of the Provider.
- 7.5 Irrespective of any assurances to the contrary, the Provider has the right in all cases to restrict access in whole or in part to the Provider's API for the Partner and/or for individual or all End Customers for cause at any time. Cause is deemed to exist, in particular, in the event of misuse of the API, if data is migrated via the interface to the detriment of the Provider, if the infrastructure is overloaded with requests via this interface, in the event of

incorrect reporting to the Provider, or in the event of the failure to communicate all customer relationships.

## **8. Obligations of the Partner**

- 8.1 The Partner is obliged to design its Partner Offers in such a way that it is possible to discern a clear distinction between bexio and the Provider's services. In particular, the Partner Offers must not give anyone the impression that they are an offer from the Provider (e.g., similar name, "bexio" or "bx" as part of the name, similar logo, etc.).
- 8.2 The Partner must take all measures that are necessary, based on its due discretion, to maintain or improve the security of its Partner Offers, the data, the software, and the network connections. The Partner is responsible for protecting and ensuring compliance with appropriate security measures for the security elements provided to it for its use (in particular, passwords, authentication methods, etc.) in accordance with recognised security standards. The Partner will inform the Provider immediately if this cannot be guaranteed (e.g., due to the disclosure of security elements or unauthorised tampering).
- 8.3 The Partner is obliged to design the Partner Offers in accordance with the present Marketplace Partner T&Cs and in accordance with individual agreements. In particular, they must not violate safety standards and must be compatible with the Provider's offers with respect to quality and values. Otherwise, the Provider reserves the right not to activate Partner Offers on the Marketplace, or to remove them.
- 8.4 The Partner is obliged to always keep its information up to date (on a daily basis), in particular, the personal data that is stored, such as residential/domicile address, email address for communications, and telephone number(s). The Provider may change the stored personal data on the basis of public information (e.g., commercial register).
- 8.5 For correspondence by email, the Partner undertakes to always provide a signature along with sufficient details (at least the company name) to ensure the unique assignment of the tickets.

## **9. Subcontractors**

- 9.1 The Provider may engage subcontractors/third parties to perform its contractual service (e.g., collection). The Provider is responsible for ensuring those involved are carefully instructed.
- 9.2 Any warranty and liability for subcontractors/third parties are excluded to the extent permitted by law in accordance with Section 11.

## **10. Service and support**

- 10.1 The Parties are each independently responsible for the operation of their offers and (technical) infrastructure. They shall provide the maintenance and support services that are necessary for the intended use.
- 10.2 The Parties are responsible for avoiding restrictions on the availability of their offers as far as possible. Maintenance work must be reduced to a minimum as far as possible. Maintenance work that lasts longer than 15 minutes is to be announced to the other

contractual partner in question, as well as the End Customer, in good time, including specification of the exact times.

- 10.3 In the event of security-relevant issues, the Provider will always inform the Partner within 24 hours. The status of the bexio systems can be viewed at: <https://www.bexio-status.com>. In addition, the updates visible there can be subscribed to in order to stay up to date on the status of the bexio systems. In all other respects, the Provider shall provide support for the services it provides in accordance with its General Terms and Conditions.
- 10.4 The Partner shall provide customer support for its Partner Offers during working days at a minimum. The Partner undertakes to ensure a reasonable response time during business hours (CET).
- 10.5 The Partner is responsible for all customer enquiries regarding its Partner Offers. The Partner shall inform the End Customers of its support options accordingly, so that support enquiries relating to Partner Offers that are addressed to the Provider are kept to a minimum.
- 10.6 If customer enquiries regarding the Partner Offers are nevertheless addressed to the Provider, these enquiries will be recorded in the Provider's CRM and forwarded to the Partner for processing. The Provider shall support incoming customer enquiries relating to the Partner Offers automatically through bexio's own CRM. In the event of an excessive level of support effort, the Provider will inform the Partner. The Provider is entitled to charge the Partner for any necessary additional outlays.
- 10.7 Support services that result from errors and malfunctions that are due to improper use by the Parties, changes to the operating environment, or improper system requirements on the part of the Parties must be remedied by the Party in question at its own expense.

## **11. Warranty/liability**

- 11.1 The Partner undertakes to indemnify the Provider from and against all claims of End Customers and third parties that arise in relation to the Partner Offers and the associated services, and to reimburse the Provider for all costs that arise due to possible violations of the law. This also includes the assumption of the necessary legal costs incurred by the Provider to defend such claims.
- 11.2 The Partner is responsible for the integrity of its Partner Offers and shall ensure at all times that the necessary measures with regard to cyber protection, among other things, are guaranteed. The Partner is liable to the Provider in full and without limitation for improper "state-of-the-art" cyber protection.
- 11.3 For each violation of provisions relating to data protection and the obligation of confidentiality, the Partner owes the Provider a contractual penalty amounting to CHF 5,000 per violation, irrespective of whether any damage has occurred. Payment of the contractual penalty does not release the Partner from compliance with its contractual obligations. In any case, even if the contractual penalty is paid, compensation for further damage and remedying of the state of affairs that constitutes a breach of contract may be demanded.
- 11.4 Within the framework of the statutory provisions, the Provider excludes any liability towards the Customer (or any third party), in particular, for the fulfilment of its contractual and non-contractual obligations and for the loss of data (including for negligence).

11.5 If the Provider has involved auxiliaries in order to fulfil its contractual obligations, it is solely responsible for carefully selecting and instructing those involved. Any warranty and liability are otherwise excluded to the fullest extent permitted by law. This exclusion of warranty and liability also applies, in particular, to intent and gross negligence.

11.6 Any warranty for functional and operational readiness and any liability relating to any aspect of performance on the part of third parties (in particular, software and services) is excluded to the fullest extent permitted by law.

## **12. Contractual amendments**

12.1 The Provider is entitled to change its services and/or any part of the Contract (including these Marketplace Partner T&Cs) and/or agreed fees, prices, and charges, etc., at any time. The Partner will be informed of this in a suitable manner, e.g., by email, by post, or in bexio's systems.

12.2 If the Partner does not want to continue the Contract at the amended rates, and the changes represent a significant deterioration in the terms and conditions from the Partner's point of view, it is entitled to terminate the Contract extraordinarily with a notice period of 14 days as of the time of the change.

## **13. Contract term and termination**

13.1 The contractual relationship commences when the Partnership Agreement is concluded and is concluded for an indefinite period.

13.2 The Parties are entitled to terminate the contract at the end of any month with a four-month notice period, though for the first time six months after the start of the Contract.

13.3 Form of termination: notice of termination must be issued in writing or by suitable electronic means (e.g., by email).

13.4 The Parties remain at liberty to terminate the Contract immediately for cause. The following, in particular, constitute cause for the Provider to immediately terminate this Contract:

- a) If the Partner goes bankrupt or the initiation of bankruptcy proceedings has been stopped due to lack of assets
- b) If the Partner culpably violates legal provisions or interferes with copyrights, industrial property rights, or naming rights of third parties within the framework of the contractual relationship
- c) If the Partner seriously violates obligations under these Marketplace Partner T&Cs or other contractual provisions

## **14. Consequences of termination**

14.1 The contractual relationship between the Partner and the End Customer remains unaffected by termination in accordance with Section 13. For the term of the Contract and notice

periods, the individual agreements between the Partner and the End Customer (potentially in accordance with the prevailing General Terms and Conditions) are decisive.

- 14.2 In the event of termination, both Parties are entitled to inform the End Customers about the termination and, at the End Customer's request, to take appropriate steps to continue providing the service (e.g., announcing conditions for extending the contract, etc.).
- 14.3 The Provider is entitled and obliged to take over the invoicing in accordance with Section 6 until the expiry of the notice period or until the termination of the Partnership Agreement. The Parties are aware that invoicing of the End Customer is usually carried out in advance. Accordingly, it is possible for the Provider to charge End Customer fees for the term of the contract between the Partner and the End Customer beyond the termination of the Partnership Agreement. During this transitional period, the Parties undertake to continue to cooperate in order to ensure ongoing operations for existing End Customers as far as necessary. In the event of immediate termination for cause in accordance with point 13.4, the Provider is not obliged to ensure a transitional period.
- 14.4 If the contractual relationship between the Partner and the End Customer is continued after the termination of this Partnership Agreement, the Partner assumes sole responsibility for the invoicing of, administration of and support for the End Customers. The Partner is obliged to inform the End Customers independently of the changed billing and support processes and to handle future invoicing with the End Customers directly.
- 14.5 In the event of immediate termination for cause in accordance with point 13.4, the Provider is not obliged to ensure a transitional period. The Provider shall be immediately released from all obligations. However, the Provider is entitled to take appropriate measures against End Customers (e.g., to avert damage).
- 14.6 If, after termination of the Partnership Agreement, the Partner continues to operate its offers or its business model, in whole or in part, on the basis of the API or bexio's systems, the Provider is entitled to either:
- a) restrict the Partner's use of the API and/or the bexio systems in whole or in part; or
  - b) charge the Partner a reasonable fee for the continued use of the API and/or the systems. This usage fee shall be determined based on the scope of further use and the fees customary in the market.

## **15. Termination of End Customer contracts**

- 15.1 The Provider is entitled to grant End Customers access to bexio systems for cause, including in order to temporarily or permanently restrict or block Marketplace and Partner Offers. Cause is deemed to exist, in particular, if End Customers violate obligations in accordance with the Provider's general terms and conditions of business (e.g., suspicion of misuse, default in payment, etc.). In such cases, the Provider will inform the Partner immediately. If the breach of duty cannot be remedied immediately, the Provider shall be released from its obligations under the Partnership Agreement (in particular, invoicing). However, the Partner shall remain responsible for the termination of contracts with End Customers.
- 15.2 In the event that an End Customer terminates its bexio account, Partner Offers will not be automatically terminated. In principle, the End Customer itself will be responsible for additionally terminating Partner Offers. If the contractual term of the bexio account ends



before the contractual term of the Partner Offer ends, this does not give rise to any entitlement to terminate the Contract early or to reduce the agreed fee. However, the Provider is entitled to:

- a) issue extraordinary termination of the Partner Offer to the End Customer on behalf of the Partner at the end of the contractual term of the bexio account; and/or
- b) issue termination of the Partner Offer on the next possible termination date to the Partner on behalf of the End Customer, or extraordinary termination at the end of the contractual term of the bexio account.

## **16. Communications**

- 16.1 Unless a stricter form is provided for in this Contract or by law, all communications must be sent either by post or email to the (email) addresses specified by the Partner or stated on the Provider's website, or via bexio's systems (e.g., in-app notification). The Partner is obliged to notify the Provider of any changes in address (including email) immediately, or to amend it without delay in the bexio account; otherwise, communications sent to the address last declared will be deemed to have been received in a legally effective manner.

## **17. Intellectual property rights and marketing**

- 17.1 Principle: all intellectual property rights (e.g., copyrights, trademark rights, design rights or patent rights, etc.) remain with the relevant Party. All intellectual property rights to the Provider's SaaS services, in particular, to the bexio software, remain the property of the Provider.
- 17.2 Rights of use: the Partner and the End Customer receive a non-exclusive, non-transferrable and time-limited right of use for the bexio software within the scope of the purpose of the Contract for their use. The Partner and the End Customer do not have any rights to change or further develop the software.
- 17.3 Brand bidding and use of brand terms: both Parties agree to waive the use of brand terms of the other Party in question in paid search engine marketing. So-called "brand bidding" is therefore excluded. This refers, in particular, to the promotion of keywords (all keyword types or match type options) that contain the brand name of the other Party in question. References to the compatibility of the systems in text displays and extensions may name the brand when they are made, but the underlying keywords may not include the brand name of the other Party in question.
- 17.4 Use of the brands for advertising materials and websites: the Parties grant each other a non-transferable and non-exclusive right, limited in time to the term of the Partnership Agreement, to depict the other Party's brands in their brochures (advertising materials) and on their websites for advertising purposes. The Parties are not entitled to grant sub-licences or to use the trademarks and the logo in any other context without the written consent of the other Party to the Contract.
- 17.5 Obligation to inform and revocation: the Parties shall inform each other in good time and with a reasonable period of notice in advance of planned publications containing the trademark of the other Party. The Parties may only revoke the right of use if the other Party

in question uses the trademark improperly or in a context that is detrimental to the Party concerned.

- 17.6 Graphic adaptations of the trademarks and logos: the above right of use to the logo and the trademarks does not grant the Parties any rights to the logo or the trademarks. All rights remain with the relevant Party. The Partner is prohibited from making graphic changes or additions to or distortions of the logo or the trademarks. In particular, attention must be paid to the correct spelling of the "bexio" word mark (always written in lower case, including at the beginning of a sentence).
- 17.7 Cessation of trademark use upon termination of the Contract: upon termination of the Partnership Agreement, each Party undertakes to immediately cease all use of the other Party in question's trademark, logo, or other protected marks.
- 17.8 Prohibition of registration and use of marks similar to trademarks: the Parties shall refrain, in Switzerland and abroad, from lodging trademarks, registering domains, or using marks that are related to the logo and the trademarks (derivatives, combinations, etc.) or which are apt for creating a risk of confusion with the trademarks and services of the Party in question.
- 17.9 Infringement of rights of third parties: in the event of disputes or claims by third parties in connection with the use of a Party's trademark or logo, the Party concerned undertakes to inform the other Party immediately in writing. The Partner undertakes to indemnify the Provider from and against any claims of third parties that result from the violation of their (intellectual property) rights.

## **18. Data protection**

- 18.1 By accepting these Marketplace Partner T&Cs, the Partner simultaneously declares its consent to the Privacy Policy (Annex 1) and to the Data Processing Contract (Annex 2) of the Provider, in each case as amended. The Privacy Policy is permanently posted on the Provider's website. The Partner declares that it has acknowledged and understood these documents.
- 18.2 The Partner is solely responsible towards the Provider and the End Customer for compliance with data protection legislation. It undertakes to prepare all necessary documents (e.g., privacy policy) and to communicate these directly to the End Customer.

## **19. Confidentiality obligation**

- 19.1 The Parties undertake to maintain confidentiality regarding all confidential processes that come to their knowledge in the course of preparing, implementing and fulfilling this Contract, in particular, business or company secrets, and not to pass on this information to external third parties without the authorisation of the Party concerned. This applies to any unauthorised third party, unless the disclosure of information is necessary for the proper fulfilment of the Provider's contractual obligations. This confidentiality obligation also applies, in particular, to End Customers. Data of End Customers must be kept secret and processed exclusively in accordance with the Contract.

## **20. Severability clause**

- 20.1 Should any provision of this Contract be or become invalid or void, this shall not affect the validity of the remaining provisions. In such a case, the invalid or void provision is to be replaced by a new, legally permissible provision coming as close as possible to the economic meaning and purpose of the invalid or void provision. The same procedure will be followed should a contractual loophole arise.

## **21. Applicable law and jurisdiction**

- 21.1 This Contract, including matters of its formation and validity, is governed by **Swiss law**, excluding the conflict of laws and international agreements.
- 21.2 The exclusive place of jurisdiction for all disputes arising from or in connection with this Contract, as well as in relation to the subject of this Contract, including issues of formation, validity, invalidity, binding nature, implementation, modification or amendment, breach or termination of this Contract, is at **the registered office of the Provider**.

## **22. Priority**

- 22.1 In the event of contradictions between the German version of these Marketplace Partner T&Cs and its annexes and a version in another language, the German version shall prevail.

June 2025

### **bexio AG**

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**Annex 1** Privacy Policy

**Annex 2** Data Processing Agreement