**Contract**

between

**bexio AG**

Alte Jonastrasse 24

8640 Rapperswil SG

represented by

Markus Naef and Felix Giezendanner

*(hereinafter referred to as* ***"bexio"****)*

and

**[Company name]**

[Address]

represented by

[…]

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

*(hereinafter each individually also referred to as*

***"Party"****, and collectively also as the* ***"Parties"****)*

**Preamble**

1. The Partner develops and operates one or more web application(s) (hereinafter referred to as the "*Web App" or "Web Apps*") and provides the associated services "[name service]". Users can use the Web App to [brief description of the functions].
2. With over 70,000 customers, bexio is the market leader in cloud-based business software – from Switzerland for Switzerland. bexio's software simplifies the entire administration of small businesses on a single platform: from invoicing, to automated bank reconciliation, to online accounting with direct access for trustees.
3. In addition to its own offers, bexio offers an app marketplace (hereinafter: the "*Marketplace*"). Through the Marketplace, third-party service providers can offer an additional range of services. The Partner's Web App is connected to the Marketplace via the bexio interface ("API"), and the Partner's offer is offered accordingly and advertised by bexio. The Partner is also obliged to advertise the Web App(s) accordingly in conjunction with bexio.
4. The Partner will compensate bexio with a revenue share as stipulated in Section 3 for use of the Marketplace and also for other services to be provided by bexio, such as brokering, promotion, invoicing, support triage, etc.
5. The Parties shall provide their services as independent companies. They, as well as their partners, owners and employees, are not entitled to act for the other Party in question or to appear on their behalf.

On this basis, the Parties agree as follows:

1. **Services**

The Partner shall provide or offer the following services:

* Web App (available today at [www.firma.ch](http://www.firma.ch))
* "Service 1"
* "Service 2"
* "Service [...]"
* 1st-, 2nd- and n-level support
* Further development of the Web App
* All necessary information and content (mandatory: texts, graphics, images, possibly a short video) for listing the app/service on the bexio Marketplace
* Content for drawing up the Onepage Sales Sheet for bexio Sales and Support
* Text, graphics and images for bexio's blog posts and social media posts
* Personal training session for bexio Sales and Support
* The application is available in the following languages:

[ ] German (mandatory)

[ ] English (targeted)

[ ] French, Italian and [OTHERS] (recommended)

bexio shall provide or offer the following services:

* Developing and maintaining the Marketplace

[ ] Activating the Web App on the **SME Marketplace**

[ ] Activating the Web App on the **fiduciary Marketplace**

* Marketing the Marketplace and the Partner's offer:
	+ - Newsletter
		- Social media post
* Assisting the Sales and Support team with their training for consultancy, cross- and upselling
* Triage for support requests/if end customer concerns are received by bexio (CRM automation)

Full details on this can be found in **Annex 1**.

1. **Prices**

The Parties shall determine the prices to be paid by the end customer for using the Web App. The Prices on the Marketplace are as follows (excl. VAT):

* The customer will pay the Partner CHF 5.00 per user for the ABC package of the Web App;
* The customer will pay the Partner CHF 10.00 per user for the XYZ package of the Web App;

The Parties agree in advance on a possible adjustment of prices, levies and revenue shares for new products, as well as the adjustment of previous products.

The Partner can also offer the Web App on other Marketplaces or directly to end customers – the Partner guarantees that bexio customers shall always benefit from the best price.

Full details can be found in **Annex 2**.

1. **Remuneration to bexio**

The Partner shall pay bexio remuneration for the use of bexio's Marketplace. This remuneration shall be structured in the form of a revenue share according to the following list.

* The Partner will pay bexio a 30% revenue share for the Web App that has been activated in the bexio Marketplace.

The revenue that is relevant for calculating the revenue share is determined by the total revenue generated by the Web App with all linked bexio accounts or via the marketplace. The sales channel is thus only one of the possible starting points for calculating the revenue share. The revenue share is not limited in time.

The Partner shall provide bexio with quarterly reporting with monthly figures. These shall include information about the number of linked and referred users and remuneration-relevant sales.

In the event that end customers do not pay for the services provided by the Partner and the Partner's attempts to collect the dues does not lead to success, these sales will be excluded from the reporting. bexio shall not be liable for non-paying end customers.

bexio shall provide a suitable format for the Partner to do the reporting.

1. **Billing**

Based on the reporting in accordance with Section 3.3, bexio shall invoice the Partner for the revenue share.

Payments are always due within 20 days.

1. **Interface (API)**

Each Party shall bear their own costs for the development and maintenance of the technical connection. bexio shall provide the Partner with up-to-date documentation of the public developer interface (REST API), at docs.bexio.xom) and shall ensure that it is working properly.

 Adjustments to the interface that are relevant for the Partner shall be communicated to the Partner at least one month before release. bexio shall announce the migration to new interface versions at least three (3) months before their release. The same periods shall apply for relevant adjustments to the Partner's interface.

The following procedure is agreed for the registration and use of the Web App by end customers:

[ ] **Expiry ➕➕ (OAuth/SingleSignOn)**: when someone clicks on "Add app" on the Marketplace offering of the Web App, the API consent screen is displayed, where the bexio customer consents to the transmission of the information required by the Partner. **The authentication on the Web App is performed using the end customer's existing bexio login details.**

[ ] **Expiry ➕ (prepopulated account creation):** when someone clicks on "Add app" on the Marketplace offering of the Web App, the API consent screen is displayed, where the bexio customer consents to the transmission of the information required by the Partner and, with that, to the greatest possible extent of user information being pre-filled and/or the connection to the bexio account already being set up. **The bexio customer is authenticated by means of a separate login process on the Partner's Web App.**

[ ] **Expiry ➖ (manual account creation)**: when someone clicks on "Add app" on the Marketplace offering of the Web App, bexio customers are redirected to a dedicated bexio registration landing page at https://firma.com/bexio. On this registration landing page, bexio customers will find all the necessary information to open an account with the Partner in accordance with the Marketplace Terms and Conditions.

The details and timing of implementation are set out in **Annex 3**.

1. **Obligations of the Partner**

The Partner is not entitled to pass on or resell data of bexio and/or of customers of bexio and/or end customers. The data transmitted or made available by bexio under this Agreement may not be used, processed or made available to third parties (in particular, other contractual partners) by the Partner, unless this is necessary in order to fulfil this Agreement. The Partner only uses and processes the data that is necessary to operate its Web App.

With the help of the REST API provided by bexio (available today at docs.bexio.com), the Partner aims to provide the best possible customer experience with its Web App. The methods and endpoints must be used within the framework of the API documentation (docs.bexio.com).

bexio has the right to restrict access to the API for good cause at any time, in whole or in part. Good cause arises, in particular, in the event of excessive use or misuse of the API, for example, if data is migrated via the interface to the detriment of bexio, or the infrastructure is overloaded with requests via this interface.

The Partner's Web App must be designed so that a clear distinction from bexio and bexio's services can be recognised. In particular, the Web App must not give anyone the impression that it is an offer from bexio (e.g., similar name, "bexio" or "bx" as part of the name, similar logo, etc.).

The contractual relationship regarding the use of the Partner's Web App is exclusively between the end customer and the Partner. However, the contractual use of the Web App presupposes a contractual relationship between the end customer and bexio, or access to bexio's software. The Partner is obliged to arrange the contractual relationship with the end customer accordingly.

The Partner is responsible for the integrity of its Web App and shall ensure at all times that the necessary measures with regard to cyber protection are guaranteed. The Partner is liable to bexio in full and without limit for improper "state-of-the-art" cyber protection.

The Partner is responsible for ensuring that it complies with the applicable laws vis-à-vis bexio as well as vis-à-vis end customers. In particular, it is important to emphasise the Federal Act on Data Protection – the Partner is thereby obliged, among other things (list not exhaustive):

to create guidelines for data processing within the company;

to create a directory of data processing (exception for companies with fewer than 250 employees, unless there is a high risk of personal injury);

to develop a procedure for promptly responding to requests from data subjects (e.g., requests for access to information or erasure of data);

to establish a reporting procedure for data protection violations;

to establish a process for the data protection impact assessments that are necessary if data processing entails a high risk;

to check whether the security of the data is guaranteed, in particular, with regard to the reporting of any data protection violations;

to ensure that all personal data is deleted or anonymised (as soon as it is no longer needed for the purpose that justified its processing);

to check to which countries data is transmitted, also for easy storage in the cloud (these countries must be listed in a list put together by the Federal Council. If this is not the case, stricter requirements apply); and

to guarantee data security through appropriate technical and organisational measures.

1. **Operations and Support**
	1. The Parties are responsible for the smooth and uninterrupted operation of their applications, web apps, add-on modules and other solutions and shall provide the maintenance and support services necessary for the intended use.
	2. Without prejudice to the above provision, the Partner will do its utmost to ensure that restrictions in the availability of the Web App, insofar as this can be influenced by the Partner, such as, for example, restrictions due to planned maintenance work.
	3. Maintenance work on the Partner Web App (= work > 15 minutes) take place a maximum of 6 times per year, whereby the relevant notification, including exact times, must take place at least 7 days in advance. In the case of security-relevant issues, the Partner should be notified within 24 hours. The following maintenance windows have been agreed: Mon–Fri: 6:00 pm–6:00 am CET; Sat and Sun: continuous. In the case of security-relevant issues: Mon–Sun: 2:00 am–6:00 am CET. During these times, announced maintenance work can be carried out.
	4. The Partner shall provide customer support for its own Web App at least during normal business hours (Mon–Fri, 8:00 am–5:00 pm CET). The response time during business hours is a maximum of 4 hours. In the event that the Partner cannot comply with the 4-hour response time, the end customer will be informed accordingly, and a deadline will be announced specifying the time by which the end customer can expect a solution.
	5. The Partner is responsible for all customer enquiries regarding the Web App it offers. In the event that customer enquiries regarding the offered Web App are addressed to bexio, these enquiries will be recorded in bexio's CRM and forwarded to the Partner for processing. bexio supports incoming customer enquiries about the Web App offered by the Partner automatically through its own CRM. If these customer enquiries result in costs for bexio, bexio is entitled to invoice the Partner for these additional expenses after consultation. bexio exclusively supports the functionality of the API.
	6. Support services that result from errors and malfunctions which are due to improper use by the Partner or changes to the operating environment or improper system requirements on the part of the Partner must be remedied by the Partner at the Partner's expense.
	7. The Partner shall also provide bexio with a free demo account.
	8. The details are set out in **Annex 4**.
2. **Project implementation/schedule**

The implementation of the project and the schedule are regulated in a binding way in **Annex 5**.

The Parties shall jointly develop a schedule for the implementation of the objectives, including milestones. The schedule shall be coordinated in quarterly periods by the project team and updated if necessary.

1. **Duration and termination**

This contract enters into force when it is signed.

The Parties agree on a start-up phase of 4 months from the publication of the Web App, within which period at least 10 users are to have used the Web App in conjunction with bexio or still be actively using it, in order to ensure the demand for the Web App.

If demand is not met within the first 4 months after publication, the contract can be terminated by bexio or the Partner at the end of the start-up phase.

After the start-up phase (Section 9.2.), the contract will be concluded for an indefinite period. It may be terminated at any time by either party in writing with a notice period of 4 months. This notice period does not affect the notice periods of the end customer contracts concluded as a result of the relevant orders, insofar as these provide for other notice periods. In this case, the termination is dictated by the terms and conditions that are drawn on, or the end customer contract.

If this contract between bexio and the Partner is terminated, any end customer contracts will continue to be made available by the Partner until the next possible termination date.

In the event of termination, bexio is entitled to inform the possible sales channel and the end customers about the termination and, at the end customer's request, to take the appropriate steps to continue providing the service.

The right to terminate the contract for cause remains reserved for both Parties. The following, in particular, shall qualify as cause:

* The occurrence of events or circumstances that make continuation of the contractual relationship unreasonable for the terminating Party;
* breach of the obligations of this contract;
* if it is no longer possible for a Party to fulfil its obligations under this contract for legal reasons;
* the official publication of the opening of bankruptcy proceedings or of a definitive debt restructuring moratorium regarding a Party.

Irrespective of any termination or ending of this contract, bexio is authorised to remove the Partners Web App from the marketplace, in whole or in part, at any time and without justification, and to restrict access to the API in whole or in part. In no event shall any financial claims of the Partners arise from such removal.

1. **General Terms and Conditions of Business/Privacy Policy**

To use the Web App via the API, customers/end customers must in any case accept bexio's [General Terms and Conditions of Business (T&Cs)](https://cdn.www.bexio.com/assets/content/documents/legal/bexio_agb_EN.pdf?_gl=1*k9mhxl*_ga*MTY5NDU1MTE4Mi4xNzA4NzA1MTQy*_ga_X6X5DGCR1M*MTcwOTExMjI4Mi4xMS4xLjE3MDkxMTI2NDkuOS4wLjA.) and [Privacy Policy (PP)](https://www.bexio.com/en-CH/policies/privacy-policy). In the event that end customers must also accept the Partner's T&Cs/PP, this is the responsibility of the Partner; the legally valid conclusion of the contract for use of the Web App and the thereby applicable laws is the sole responsibility of the Partner.

The T&Cs and PP regulate the contractual relationship between bexio and bexio customers/possibly end customers and are always posted on bexio's website. The Partner declares that it is aware of them and that it will comply with the provisions correspondingly. In addition, the Partner undertakes to comply with all data protection regulations on its part at all times.

1. **Warranty/liability**

The Parties warrant compliance with the obligations under this contract and are liable therefore within the framework of statutory provisions. However, warranty and liability for the functional and operational readiness of the API per Section 6 and the applications under Section 8 of this agreement is expressly excluded.

The Partner undertakes to indemnify bexio against all claims of end customers or third parties that arise in relation to the Web App and the relevant services, and to reimburse bexio for all costs that arise due to possible violations of the law.

In all other respects, the Parties hereby exclude any liability for damages caused by one Party or its employees or agents to the other Party, its employees or third parties, with the exception of liability for (a) wilful misconduct, (b) gross negligence, or (c) personal injury and (d) liability for product liability and other mandatory legal liabilities. This disclaimer applies to all damages, including consequential damage, for whatever legal reason, as well as to all types and categories of damage.

1. **Intellectual property rights**

This contract does not transfer any intellectual property rights (e.g., copyright, trademark, design or patent rights, etc.) from bexio to the Partner or its end customers. The same applies to intellectual property rights of the partner which are not transferred to bexio. All intellectual property rights to the material handed over by bexio (documentation, devices, software, etc.) remain with bexio or the third parties entitled to them. The same applies to the intellectual property rights of the partner. The Partner shall receive a non-exclusive, non-transferable and time-limited licence for its use for the end customer within the scope of the purpose of the contract. The Partner has no rights to change or develop materials.

All pre-existing intellectual property rights that a Party has developed before the entry into force of this contract, or that a Party develops outside of this contract, shall remain with the Party in question.

1. **Confidentiality**

The Parties undertake to maintain absolute secrecy with respect to all information and facts requiring secrecy that is/are disclosed to them in the context of the contractual relationship in general and this contract in particular. This includes, in particular, all information regarding the IT used and operated by the Parties, data records, work results, and also hardware, infrastructure and work equipment. This duty of confidentiality applies, in particular, to the content of this contract itself as well as the content of any negotiations preceding and following it, as well as the documents and information exchanged in this context. Neither Party is authorised to make any disclosure towards any third party, with the exception of lawful representatives and advisors of the Parties, unless the other Party has already consented to the disclosure in writing, or for the purpose of performing the obligations under this contract.

This confidentiality obligation does not apply to information or facts that are or become publicly known or accessible through no fault of either Party. In addition, this confidentiality obligation shall not apply if a Party is obliged to disclose information or facts in accordance with applicable laws or in the context of legal proceedings. If a Party is called upon or obliged to disclose information or facts on the basis of an official or judicial order or legal proceedings, that Party must immediately inform the other Party thereof so that the latter can take appropriate protective measures.

Details of the marketing and commercialisation of the offer are set out in **Annex 1**.

1. **Final provisions**
	1. **No ancillary agreements**

This contract contains all agreements between the parties concerning the subject matter of the contract and replaces any existing previous or current oral or written agreements between the parties on the subject matter.

* 1. **Amendments and additions**

Amendments and additions to this contract must be made in writing and signed by all parties. This reservation of form also applies, in particular, to any waiver of this requirement for the written form, unless a stricter form is prescribed by law.

* 1. **No simple partnership**

The Parties expressly declare that they do not form a simple partnership within the meaning of Art. 530 of the Code of Obligations (OR) or any other relationship under company law. The Parties shall refrain from giving third parties the appearance of forming a simple partnership with the other Party.

The cooperation between the parties is exclusively aimed at the provision of services for remuneration within the framework of individual exchange agreements.

The Parties have no common organisation, infrastructure or resources and do not pursue any common purpose. The Parties are independent and autonomous companies and appear on the market as such. The Parties have no obligation to make contributions of any kind, or additional contribution payments. Participation in profits or losses is excluded. Each Party shall bear its own costs and risks. Neither Party is entitled to act on behalf of the other Party.

* 1. **Severability clause**

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 shall be followed should a contract loophole arise.

* 1. **Governing law**

This contract, including the issues of its formation and validity, is governed by **Swiss law**, excluding the conflict of laws and international agreements.

* 1. **Place of jurisdiction**

The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract, as well as in relation to the subject matter of this contract, including issues of the formation, validity, invalidity, binding nature, implementation, modification or amendment, breach or termination of this contract, is **Rapperswil-Jona**.

Rapperswil, 01/01/24

On behalf of the Partner On behalf of bexio AG

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First and last name Markus Naef
Managing Director CEO

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First and last name Felix Giezendanner
Title Head of Partner Management & Ecosystem

**List of annexes**

**Annex 1** Details on marketing, commercialisation of the offer, arrangements

**Annex 2** Details on prices, commissions, discounts, general conditions

**Annex 3** Details of the process/workflow

**Annex 4** Contact details, service and support

**Annex 5** Project sequence, implementation

**Annex 1 – Details on marketing, commercialisation of the offer, arrangements**

**Note on brand bidding in the context of search engine advertising:** both Parties agree to waive the use of brand terms of the other Party 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. References to the compatibility of the systems in text displays and extensions may be made by indicating the brand, but the underlying keywords may not include the brand name of the other Party.

bexio grants the Partner a non-transferable and non-exclusive right, limited in time to the duration of the Partner Agreement, to depict the bexio brand listed below for advertising in connection with bexio/the bexio ecosystem in its brochures (advertising material) and on its websites. The Partner is not entitled to grant sub-licences or to use the trademarks and the logo in any other context without the written consent of bexio.

The above right to use the logo and trademarks does not grant the Partner any rights to the logo or the trademarks. All rights – in particular, all property rights to the logo and to these trademarks – remain with bexio. 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.

The Partner undertakes to submit all brochures and other planned advertising materials intended for production to bexio in advance and to obtain written approval (e.g., by email) for production ("Good for printing"). bexio reserves the right to refuse approval as "Good for printing". Tacit approval is excluded. In accordance with the above provisions, "Good for printing" approval must also be obtained for use of the logo and trademarks on the Partner's websites.

The Partner shall refrain from lodging trademarks, registering domains or using signs in Switzerland and abroad that are related to the logo and the trademarks (derivatives, combinations, etc.) or are apt for creating a risk of confusion with the trademarks and services of bexio.

Upon termination of the partner contract, the Partner shall refrain from using the logo and trademark and shall destroy the existing advertising materials provided that contain the logo and trademarks, and shall confirm this to bexio by email on request.

For the duration of the contract, bexio is entitled to name the Partner as a partner of bexio in connection with Marketplace offers and to list it accordingly with its brand and logo in advertising material.

* Various agreements that go beyond usual marketing, as stipulated in the standard contract

**Annex 2 – Details on prices, commissions, discounts, general conditions**

* Test phase: free of charge, XX days
* Minimum term: X month(s)
* Notice period: XX days

**Annex 3 – Details of the process/workflow**



**Annex 4 – Contact details for administrative, technical and service/support purposes and statements on service and support**

**Contact for administrative purposes:**

| bexio AGAlte Jonastrasse 248640 RapperswilMarketplace & Partner Managementmarketplace@bexio.com  | Company AG/GmbHStreetPostcode & Town/CityFirst name/SurnameTitle/PositionEmailMobile/Direct |
| --- | --- |

**Contact for technical purposes:**

| bexio AGAlte Jonastrasse 248640 Rapperswilsupport@bexio.comIn order to ensure assignment of the tickets, the Partner uses signatures that identify at least the company name when emails are sent.  | Company AG/GmbHStreetPostcode & Town/CityFirst name/SurnameTitle/PositionEmailMobile/Direct |
| --- | --- |

**Contact for support:**

| bexio AGAlte Jonastrasse 248640 Rapperswilsupport@bexio.com +41 71 552 00 60 | Company AG/GmbHStreetPostcode & Town/CityFirst name/SurnameTitle/PositionEmailMobile/direct |
| --- | --- |

**Demo accounts:**

| Item | Value | Remarks |
| --- | --- | --- |
| Service Name 1 |  |  |
| URL |  |  |
| User | marketplace@bexio.com | Please do \*not\* change |
| Password |  |  |

**Annex 5 – Process of the project, implementation**

* Project sequence, list of milestones, availability, resources and timelines

| Date | What | Who |
| --- | --- | --- |
| MM/2024 | Implementation on the part of the Partner completed | [Partner] |
| MM/YYYY | Completion of the marketing documents  | [Partner] |
| MM/YYYY | Joint review of the marketing documents & implementation (so-called "Dry Run") | [Partner] + bexio |
| MM/YYYY | Internal sales training (so-called "Lunch&Learn", remote) | [Partner] |
| MM/YYYY | Go live on the bexio marketplace | [Partner] + bexio |
| MM/YYYY | Discussion after the start-up phase has elapsed (see Section 9.2) | bexio |
| MM/YYYY | Implementation of further language(s) after the start-up phase has elapsed (see Section 9.2) | [Partner] |