



GENERAL TERMS AND CONDITIONS

CDON AB (publ)

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LEI-code: 5493006F7ZGT71653W96 | Corporate Domicile (styrelsens säte): Stockholm
Website: www.cdon.com | IR-website: <https://investors.cdon.com> | CDON Marketplace: <https://cdon.com>

The Merchant is a vendor of products and is interested in expanding its current points of sale with the possibility to sell, market, and Promote the Products in the Territory through the Agent's Website.

CDON AB (publ) (the "**Agent**") is a Swedish company listed on Nasdaq First North Growth Market. Renowned as the leading digital marketplace in the Nordic region, the Agent operates websites across Sweden, Norway, Denmark, and Finland, offering Customers a diverse array of products spanning categories such as consumer electronics, home and garden, beauty, and fashion. The Agent is looking to increase the range of products offered on the Marketplace and therefore wishes to be appointed as sales agent of the Merchant in accordance with this Agreement (as defined below).

These General Terms and Conditions, the associated appendices, and any referenced pages within the Agent's Help Center ("**CDON Merchant Help Center**"), (together the "**Agreement**") govern all agency relations established with the Agent. **By checking the Designated Box, the Merchant acknowledges and agrees to be bound by the terms of this Agreement.**

By checking the Designated Box, the Merchant hereby undertakes to comply with the provisions of, as well as fulfil all obligations set forth in, the Agreement. The Merchant acknowledges that acceptance of these Terms and Conditions constitutes the Merchant's formal agreement to be bound by the Agreement.

Where the Merchant has entered into several Agreements (i.e., for separate Trade Names), they are all a part of the same Agreement. This means, i.a., that a breach under one Agreement is considered to be a breach also of the other Agreement entered into by the Merchant. Notwithstanding the foregoing, the Agent shall retain all rights granted under each Agreement, without prejudice to any other Agreements entered into by the Merchant.

1. Agreement Documents

The Agreement consists of these General Terms and Conditions for CDON Marketplace, any referenced pages within CDON Merchant Help Center, and the following appendices:

Appendix 1 – The Agent's Code of Conduct,

Appendix 2 – the Agent's Fraud Avoidance,

Appendix 3 – Shipping Terms, and

Appendix 4 – List of forbidden products.

The Merchant acknowledges that if the Agreement is updated in accordance with the stipulations outlined in the Agreement with additional Appendices or referenced pages within CDON Merchant Help Center, such Appendices or referenced pages will be a part of the Agreement.

2. Definitions

In this Agreement the following words and expressions shall have the following meanings, unless the context clearly requires otherwise:

"**Agent's Group**" means the Agent and any other person, company, or other entity Controlling, Controlled by or under common Control with the Agent;

"**Agent's Website**" means the Agent's e-commerce store operating under the domain name CDON.com, and all associated sub domains to CDON.com or any other domain that the Agent decides to operate under from time to time, and other online sales channels made available by the Agent for third party vendors;

"**Applicable Mandatory Legislation**" means any European Union or national legislation, regulations, and standards applicable, or any other mandatory legislation, depending on what is applicable to the import, purchase, marketing, distribution, and/or handling of Products under this Agreement and/or other mandatory legislation and regulations applicable to the Parties and/or the marketing and sale of Products on the Marketplace;

"**Affiliated Company**" means all companies and other entities directly or indirectly Controlling, Controlled by, or being under common Control with a Party, as the case may be;

"**Business Day**" means a day on which banks generally are open in Sweden for the transaction of normal banking business (excluding internet banking);

"**CDON Connect Portal**" refers to the system, which is provided by the Agent for the Merchant to use in order to administrate its account and online sales via the Marketplace;

"**CDON Consumer General Sales Terms**" means the sales terms described in Clause 5.1.3 below;

"**Commission**" shall have the meaning set out in Clause 13.2-13.4 below;

"**Control**" (including "**Controlling**", "**Controlled by**" and "**under common Control with**") means the possession, directly or indirectly, of the power to appoint, direct or cause the direction of the board of directors, management or policies of a person, whether through the ownership of voting securities, by contract or otherwise;

"**Customer**" means any purchaser of the Products through the Agent's Website;

"**Content**" means text, photos, audio, video, information, Products, and other Content on the Marketplace;

"**Customer Information**" shall have the meaning set out in Clause 11.4.2 below;

"**Customer Satisfaction Score**" means the metric used to measure the satisfaction level of Customers with the customer service provided by the Merchant;

"**Data Protection Legislation**" means all applicable Data Protection Laws, including the General Data Protection Regulation (GDPR) (EU 2016/679), and to the extent applicable, the data protection or privacy laws of any other country;

"**Delivery Report**" means the report described in Clause 7.1.3 below;

"**Designated Box**" means the interactive element, in the form of a checkbox or similar feature, provided within the digital interface of the CDON Marketplace platform, which the Merchant is required to select to signify their acknowledgement and acceptance of the terms and conditions outlined in this Agreement;

"**GDPR**" means Regulation EU (2016/679) of the European Parliament and of the council of 27 April 2016 on the protection of natural persons with regard to the processing of the personal data and on free movement of such data, and directive 95/46/EC (General Data Protection Regulation);

"**Gross Sales**" means the Agent's total sales of the Products, which includes all Product orders placed by Customers in the Territory through the Agent's Website (including shipping costs and related fees charged to the Customer) calculated by summing all sales at invoice value including VAT without any adjustments or deductions for customer returns (for any

reasons whatsoever), operating expenses, cost of goods sold, payment of taxes or any other charges;

"Intellectual Property Rights" means trademarks, inventions, patents, patterns, designs, copyrights (including copyrights in software), neighbouring rights and database rights, confidential and proprietary information including trade secrets, know-how, and any other rights of a similar kind, whether registered or not, including applications for the registration of such rights;

"Marketing Material" shall have the meaning set out in Clause 11.1.1 below;

"Marketplace" means the Agent's online sales channels as made available for third party vendors;

"Merchant" means the Party appointing the Agent as its agent under this Agreement by checking the Designated Box;

"Merchant Trademarks" shall have the meaning set out in Clause 11.1.2 below;

"Merchant Performance Report" means the detailed assessment prepared by the Agent for the purpose of enhancing the customer experience;

"Non-Delivery Report" means the report described in Clause 7.1.4 below;

"Order Confirmation" shall have the meaning set out in Clause 5.2.2 below;

"Personal Data" means any information relating to an identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted stored or otherwise processed;

"Processing" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

"Products" means the assortment of products which the Merchant, from time to time, wishes to offer on the Marketplace;

"Remuneration Period" means each of two (2) periods during a calendar month, for which the Agent transfers Customer payments to the Merchant in accordance with this Agreement;

"Return Report" means the report described in Clause 7.1.5 below;

"Service Fee" shall have the meaning set out in Clause 13.9-13.11 below;

"Services" means the services to be provided by the Agent to the Merchant pursuant to this Agreement set out in Section 10 below;

"Subscription Fee" shall have the meaning set out in Clause 13.5-13.8 below;

"Sub-Processor" means any person or entity appointed by or on behalf of the Processor to process Personal Data on behalf of the Controller;

"Supervisory Authority" means an independent public Authority which is established by a Member State pursuant to Article 51 of the GDPR;

"Term" shall have the meaning set out in Clause 18.1.1;

"Territory" means Norway, Finland, Denmark, and Sweden;

"Third Party" means any other party than a party to this Agreement;

"Third Party Intellectual Property Rights" means Intellectual Property Rights belonging to a Third Party;

"Trade Name" means each account the Merchant keeps and sells under at the Marketplace, each of which is agreed to by checking the Designated Box.

In this Agreement, unless otherwise specified, reference to: (i) a **"Party"** means a party to this Agreement (ii) **"includes"** and **"including"** means including but not limited to.

3. Grant

The Merchant appoints the Agent to be its non-exclusive agent for the sale, marketing, and promotion of the Products in the Territory through the Agent's Website as set out in this Agreement. The grant in the foregoing includes the right for the Agent to set up the Marketplace in order to legally bind the Merchant to agreements with Customers on the Agent's Website.

4. Obligations etc. of the Agent

4.1 General

4.1.1 The Agent undertakes to act dutifully, in good faith and in accordance with Applicable Mandatory Legislation.

4.1.2 The Agent shall look after the interests of the Merchant. The Agent shall observe reasonable instructions given to it by the Merchant in relation to the Products, and in the absence of any such instructions, act in such manner as it reasonably considers to be most beneficial to the Merchant's interest.

4.1.3 The Agent shall inform the Merchant of any amendments or additional terms of the Agreement (**"Modifications"**). The Merchant shall accept such Modifications if they are not unreasonable. If the Merchant does not reject the Modifications within fifteen (15) calendar days, they shall be deemed to have been approved. If the Merchant rejects the Modifications within the specified time, each Party has the right to terminate this Agreement with immediate effect. The Agent also has the right to suspend and/or deactivate the Merchant from the Marketplace if the Merchant rejects such Modifications.

4.1.4 The Agent provides CDON Consumer General Sales Terms to the Merchant in accordance with what is further set out in Clause 5.1.3 below.

4.1.5 In order to maintain an attractive Marketplace and a commercially viable product and category assortment, the Agent reserves the right, at its own discretion, to deny or remove Products from the Marketplace.

4.2 Technical information

4.2.1 The Agent determines the ranking of Products on the Marketplace based on several factors, updated from time to time. The Agent reserves the right to update the ranking mechanism from time to time.

- (a) The Agent determines the ranking of Products on a search or category site, i.a. based on whether the Products are buyable or not, how well the Merchant's Product matches the search term and the popularity of the Product.
- (b) The Agent determines the structuring of matching Products (the other Products displayed on a Product site) i.a. based on whether the Products are buyable or not, price (incl. shipping cost), and delivery time of the Product.
- (c) The Agent can also present the Products based on what is best for the Customers purchasing Products and/or the Merchant's overall performance towards Customers purchasing Products.

4.2.2 The Agent provides an internal system where the Merchant can report complaints regarding, i.a., technical problems on the Agent's Website and/or other measures undertaken by the Agent.¹ The system is an electronic case management system which the Merchant gets access to through the CDON Connect Portal. The Merchant can register a complaint in the system which generates a response time within which the complaint will be handled by the Agent. The response time depends on the complexity of the complaint and other factors. The system also set up queues, owners, etc. for each individual case, and allows the Agent to track previous conversations regarding a specific complaint, as necessary.

5. Obligations etc of the Merchant

5.1 General

5.1.1 The Merchant agrees that it shall act dutifully and in good faith and in accordance with Applicable Mandatory Legislation, the Agent's Code of Conduct as set out in [Appendix 1](#), the Agent's Fraud Avoidance set out in [Appendix 2](#), and other Appendices stated in the Agreement as well as other accepted codes of practice and its obligations under this Agreement, as updated from time to time.

5.1.2 The Agent reserves the right to immediately withhold any remuneration, withhold any of the Agent's obligations set out in the Agreement, and/or deactivate/suspend the Merchant from the Marketplace (wholly or partly), if the Agent finds reason to believe that the Merchant is in breach of this Agreement, if the Merchant is in debt to the Agent, or if there are other indications that the Merchant is not following its obligations, or if required by law. The Merchant undertakes to provide all necessary documentation and to take practical remedial measures immediately and at the latest within five (5) days from receipt of notice.

5.1.3 For all sales to Customers on the Marketplace, the general terms and conditions for sale of Products to consumers available at the Agent's Website ("**CDON Consumer General Sales Terms**") shall apply. The Merchant agrees to comply with all obligations stated therein. The Merchant acknowledges that the CDON Consumer General Sales Terms, as amended from time to time, meet the Merchant's standard in respect of sales terms. The Merchant acknowledges that, even if the CDON Consumer General Sales Terms applies, it is still the Merchant that enters into an agreement with the Customer and confirms that the Merchant is the sole seller of the purchased Products. Thus, the Merchant upholds all the obligations towards the Customer as the CDON Consumer General Sales Terms and Applicable Mandatory Legislation may require. The Merchant acknowledges that the Agent has no liability in connection with the Merchant's use of the CDON Consumer General Sales Terms.

5.1.4 The Merchant shall observe reasonable instructions given to it by the Agent.

5.1.5 The Merchant undertakes to maintain all requirements for products and/or digital content/services prescribed in the Swedish Consumer Purchase Act (*Sw. konsumentköplagen*), and corresponding legislation for marketing and sales in other countries, when the Merchant sells Products on the Marketplace.

5.1.6 The Merchant shall ensure that the Merchant is registered for Value added tax (VAT) in accordance with Applicable Mandatory Legislation in all markets where the Merchant offer the Products for sale, and/or has registered for OSS (One Stop Shop) and/or that IOSS (Import One Stop Shop) is applicable.

5.1.7 The Merchant shall ensure that the Merchant's information on the CDON Connect Portal is updated and correct.

5.1.8 The Merchant shall keep the Agent informed as to the Products it has available for sale in the Territory (including additions of new products) and expected delivery times to Customers for each Product.

5.1.9 The Merchant shall be responsible, and bear all costs, for warranty and service obligations towards Customers having purchased Products through the Agent's Website.

5.2 Customer related matters

5.2.1 The Merchant acknowledges that the Marketplace is simply an online marketplace on which the Merchant is able to list, offer for sale and sell Products to Customers, and that the Agent is not directly involved in, or a party to, any transactions between the Merchant and Customers in connection with the use of the Marketplace. Thus, the Merchant bears all obligations (including the costs for such) towards the Customer regarding the Products (including handle of deliveries, returns and shipments of Products in accordance with Section 7 below), and the sale in general (including information to Customer required by Applicable Mandatory Legislation).

5.2.2 The Merchant understands that as soon as a Customer places an order on the Agent's Website, the Agent will, on behalf of the Merchant, send the order confirmation to the Customer ("**Order Confirmation**"). The Merchant acknowledges that such Order Confirmation constitutes a binding agreement between the Merchant and the Customer and that it is the Merchant's sole responsibility to uphold all obligations connected with such agreement.

5.2.3 The Merchant shall ensure that all Products offered for sale on the Agent's Website are kept in stock, or equivalent supply solution, in sufficient amounts to be able to deliver the Products to all Customers within the time stated in Section 7.1 below.

5.2.4 The Merchant shall keep the Agent continuously updated of all relevant information the Agent needs in order to inform and keep the Customer updated about the Products and thereto related matters.

5.2.5 The Merchant shall provide all information relevant to a specific order, such as Customer order number, tracking information, relevant carrier, its credentials with delivery services (such as its Customer number) and other relevant information, as further stated in the Shipping Terms, [Appendix 3](#).

¹ According to Regulation (EU) 2019/1150 on promoting fairness and transparency for business users of online intermediation services.

5.2.6 The Merchant is obligated to respond to any Customer related enquires forwarded by the Agent within twenty-four (24) hours, and not later than during the next Business Day, following the Merchant's receipt of the enquiry. Additionally, the Merchant must respond to any ongoing Customer related errand within seventy-two (72) hours, commencing from the moment the Customer initiates communication regarding the ongoing matter. This timeframe resets with each subsequent message from the Customer. The contact with the Customer shall be informative and in general of a good nature. The Merchant's responsibility is solely to respond to the Customer, and not necessarily to resolve the matter within the designated timeframes above. However, if the matter is not resolved within what the Agent deems to be a reasonable time, the Agent has the right to take over customer service handling in accordance with what is stated in Clause 5.2.7 below.

5.2.7 The Merchant authorizes the Agent to assume responsibility for all Customer related matters on behalf of the Merchant whenever the Agent deems it necessary. This authorization encompasses task such as managing customer service, delivery, returns and/or refunds to fulfil the Merchant's obligations to the Customer. It is expressly understood that this authorization does not imply a general assumption of responsibility by the Agent for Customer-related matters; the Merchant retains ultimate responsibility for managing such matters as stated in the Agreement. The Merchant agrees to promptly reimburse the Agent for any cost and expenses, including a reasonable service fee for the Agent's assistance, which may be invoiced or deducted from any payments that the Agent shall forward to the Merchant under this Agreement.

5.2.8 The Merchant may not contact or communicate with the Customer (directly or indirectly) under any circumstance, other than as stated in the Agreement. In the event that a Customer attempts to communicate with the Merchant in matters not related to the Product order, the Merchant shall immediately notify the Agent.

5.3 Product requirements

5.3.1 The Merchant shall ensure that all Products sold through the Agent are in compliance with, as well as provided and presented in accordance with, Applicable Mandatory Legislation, this Section 5.3, the List of forbidden products, [Appendix 4](#), the Agent's requirements outlined under the section "Regulations & Quality" (or similar) in CDON's online Merchant Help Center, [here](#), as well as in a commercially acceptable manner.

5.3.2 The Merchant shall ensure, and bears all responsibility for, that all information, it makes available on the Marketplace is up to date and accurate, as well as in compliance with Applicable Mandatory Legislation, including information about the price and the number of Products available for sale.

5.3.3 The Products shall always;

- (i) comply with the Agent's, from time to time, applicable requirements, and
- (ii) be listed with relevant product data, certificates, licenses, and/or other product information.

5.3.4 The Merchant shall ensure that Products, images and other material and information published by the Merchant on the Agent's Website are not perceived as inappropriate or offensive, and do not contain offensive symbols or text.

5.3.5 The Merchant shall ensure that adequate Marketing Material and digital images are made available to the Customer, and that the presentation of each Product does not differ substantially from the presentation on the Merchants own point of sale.

5.3.6 The Merchant shall ensure that none of its offers of Products are in violation of Section 11.2 herein.

5.3.7 The Agent reserves the right to modify any information available on the Marketplace, including but not limited to adding or removing features and/or texts from any Products, for marketing presentation purposes.

5.3.8 If the Merchant offers Products that violate the provisions set out in this Section 5.3, or if the Agent has reason to believe a violation is taking place and the Merchant cannot within reasonable time present documentation showing that no violation has occurred, the Merchant shall pay a fine of SEK 5,000 for each Product and/or Product page that is in breach of this provision, which may be either invoiced, or deducted from any payments that the Agent shall forward to the Merchant under this Agreement. In addition, the Merchant undertakes to remove the Products as well as inform the Agent.

5.3.9 The Agent reserves the right to remove Products from the Agent's Website that fail to uphold the obligations set out in this Section 5.3 or as the Agent may otherwise consider to be unsuitable for sale through the Agent's Website.

5.4 Prohibited use

5.4.1 In addition to any prohibitions set forth in this Agreement, the Merchant is prohibited from using the Marketplace, its content, or any of the services available through the Marketplace:

- (i) for any unlawful purpose;
- (ii) to solicit others to perform or participate in any unlawful acts;
- (iii) to violate any Applicable Mandatory Legislation;
- (iv) to submit false or misleading information;
- (v) to upload or transmit viruses or any other type of malicious or destructive code;
- (vi) to collect or track the personal information of others to spam, phish, pharm, pretext, spider, crawl, or scrape; or
- (vii) to interfere with or circumvent the security features of the Marketplace.

5.4.2 The Merchant may not purchase its own Products on the Marketplace or perform any fraudulent or dishonest acts on or via the Marketplace, including any activities intended to manipulate or produce false reviews and/or ratings.

5.4.3 The Agent reserves the right to suspend or terminate the Merchant's use of the Marketplace or any related website or application, and pursue all available remedies, for violating this Section 5.4.

6. Content Moderation

6.1 General

6.1.1 The Merchant acknowledges that the Agent does not bear a general obligation to oversee the Content provided by the Merchant or hosted on the Marketplace, nor to actively seek out indications of illegal activity or Content that may infringe upon third-party rights or this Agreement. However, the Agent reserves the right to conduct voluntary own-initiative investigations to detect, identify, and remove or disable access to illegal Content or Content that is incompatible with this Agreement.

6.1.2 The Merchant agrees to cooperate with the Agent in good faith and provide assistance needed. This includes providing and taking actions reasonably requested by the Agent concerning any investigations related to the Marketplace, ensuring the integrity and proper functioning of the Marketplace.

6.1.3 The Agent provides the Merchant, Customers, and Third Parties, including designated trusted flaggers according to Article 11 of Regulation (EU) 2022/2065 (EU's Digital Services Act, as amended) ("**Notifiers**") with tools to inform the Agent about allegedly illegal Content on the Marketplace. Such notification shall be done through the Agent's electronic notice and actions mechanism ("**Notifications**").

6.1.4 The Agent employs diverse processes, measures, and tools to identify, assess and moderate Content when conducting its own-initiative investigations and reviewing Notifications. Such processes, measures and tools may involve human review, automated review, or a combination of both. If automated methods are used for reviewing Content or Notifications, and subsequent actions are taken by the Agent, the Merchant will be informed of the automated review, provided such notification does not conflict with the legitimate interest of the Agent.

6.2 Misuse of Notifications

6.2.1 The Agent reserves the right to temporarily suspend the processing of Notifications if the Notifier frequently submits Notifications that are clearly unfounded. Where appropriate, the Agent will issue a warning before implementing such suspension. When determining whether to suspend the processing of Content Notifications, the Agent will consider all relevant facts and circumstances, including (i) the absolute number of items manifestly unfounded Notifications submitted, (ii) the relative proportion thereof in relation to the total number of Notifications submitted, (iii) the gravity of the misuse, and (iv) where it is possible to identify it, the intention of the Notifier.

6.3 Violations

6.3.1 If the Merchant breaches this Agreement, violates applicable law, regulations, or third-party rights, provides Content that is illegal or incompatible with this Agreement, the Agent may;

- (i) terminate this Agreement;
- (ii) withhold remuneration of Products to the Merchant;
- (iii) suspend or limit the Merchant's access to use the Marketplace and/or the Merchant's account;
- (iv) disable or remove the Content from the Marketplace;
- (v) downgrade, hide or remove the Merchant's Content from the Marketplace; or
- (vi) take any other measure deemed suitable by the Agent.

In cases of non-material violations or where otherwise appropriate, the Merchant will be notified of any intended measures by the Agent and given the opportunity to resolve the issue, unless such notification would (i) prevent or impede the detection or prevention of fraud or other illegal activities, or (ii) contravene applicable laws.

If the Agent takes any of the measures mentions above, the Agent will, where required, inform the Merchant about the measure with a

statement of reasons in accordance with its legal obligations.

6.4 Internal Complaint Handling System²

6.4.1 If the Agent takes any measures under Section 6.3.1 above, on the grounds that the Content provided by the Merchant is deemed illegal or incompatible with this Agreement, the Merchant may file a complaint against such measures through the Agent's internal complaint handling system (the "**Complaint Handling System**").

6.4.2 The Complaint Handling System is also accessible to Merchants who have submitted a Notification as per Section 6.1.4 above if the Notification has been entirely or partially rejected by the Agent.

6.4.3 A complaint can be lodged through the Complaint Handling System within a six (6) months period from either (i) the day the Merchant is informed about the measures taken, or (ii) from the day the Merchant is notified about the rejection of their Notification.

6.4.4 The Agent reserves the right to temporarily suspend the processing of complaints through the Complaint Handling System from the Merchant if the Merchant frequently submits unfounded complaints. Where appropriate, the Agent will issue a warning before implementing such suspension. When determining whether to suspend the processing of complaints through the Complaint Handling System, the Agent considers all relevant facts and circumstances, including (i) the absolute number of unfounded complaints, (ii) the relative proportion thereof in relation to the total number of complaints submitted, (iii) the gravity of misuse, and (iv) where it is possible to identify it, the intention of the Merchant.

6.4.5 Merchants subject to measures under Section 6.4.4, or Merchants whose Notifications have been rejected by the Agent, have the right to choose an out-of court dispute settlement in accordance with Article 21 of Regulation (EU) 2002/2065 in order to resolve disputes relating to those measures, including complaints unresolved by the Complaint Handling System.

6.5 Legal Mandates

6.5.1 The Agent reserves the right to take any action it deems reasonably necessary to comply with applicable law or the order or request of a court, law enforcement, or other administrative agency.

7. Delivery, returns and shipping of Products

7.1 Delivery and returns

7.1.1 All practical matters related to delivery, return, shipments, and service obligations of Products shall be handled by the Merchant with due care, in accordance with Applicable Mandatory Legislation and the applicable sales terms.

7.1.2 The Merchant shall deliver Products to the Customer. Delivery shall be made as soon as possible (in whole or partly) after the Order Confirmation has been sent to the Customer, but not later than the set delivery time. The Merchant shall handover the delivery to the carrier in time for the Merchant to comply with the set delivery time. Where an order comprises of several Products of which one or several are not in stock, the Merchant shall make partial shipments, sending all Products that are in stock and complementing with further shipments as the Products arrive in stock.

² According to Regulation (EU) 2022/2065 The Digital Service Act.

7.1.3 The Merchant shall without delay, and under any circumstances within one (1) Business Day from the shipment date, transmit a delivery report to the Agent confirming that the Product order has been shipped to the Customer, containing all information required by the Agent to communicate with the Customer in due course ("**Delivery Report**"). Such Delivery Report shall include tracking information for the delivery.

7.1.4 If the Merchant is unable to deliver in accordance with a Product order or is otherwise in delay or unable to fulfil its commitments to the Customer, the Merchant is obliged to notify, and specify the deviation from the original Product order, in a non-delivery report to the Agent ("**Non-Delivery Report**"). Such Non-Delivery Report shall contain all the information required for the Agent to communicate with the Customer and shall be transmitted to the Agent without delay, and under any circumstances within twenty-four (24) hours or no later than the next Business Day from when the Merchant became aware of the deviations.

7.1.5 The Merchant shall without delay, and under any circumstances within one (1) Business Day from the date of return, transmit a return report to the Agent confirming that the Product order, in whole or in part, has been returned by the Customer or been lost or damaged during shipment ("**Return Report**"). Such Return Report shall contain all information required by the Agent for the Customer to be reimbursed and for the Agent to communicate with the Customer.

7.2 Shipping terms

7.2.1 The Merchant is responsible for, and bear all costs relating to, the shipment of products sold to Customers.

7.2.2 The Merchant shall include the shipping cost in the product price sold to the Customer. Available shipping options and terms regarding shipping are found in Appendix 3.

7.2.3 The Merchant understands and agrees that the shipping cost charged to the Customer shall include all the Customer's costs for shipping (including i.a. any customs or other fees for shipping). Thus, the Merchant shall always compensate the Customer for any customs fee or equivalent, that has arisen for the Customer due to the purchase of Products on the Marketplace.

7.2.4 The Merchant shall keep track of ID / trackable shipments alternatives on all Products where the order value incl. VAT exceeds SEK/DKK/NOK 299 or EUR 29, as applicable. For the avoidance of doubt, all trackable shipments must be trackable throughout the entire transportation. Such information shall, together with information about the carrier, be submitted to the Agent.

8. Customer Refunds

8.1 General

8.1.1 In addition to what is stipulated in Applicable Mandatory Legislation, the following provisions in this Section 8 shall apply.

8.2 Missed Response Times

8.2.1 If the designated timeframes in clause 5.2.6 above are not met, and the Product was sold for less than SEK 800 (including VAT), and the Customer notifies the Agent that they have not received a response, the Agent is authorized to issue a full refund to the Customer on the behalf of the Merchant, which may be invoiced or deducted from any payments that the Agent shall forward to the Merchant under this Agreement.

8.2.2 If the designated timeframes in clause 5.2.6 above are not met, and the Product was sold for **SEK 800 or more** (including VAT), and the Customer notifies the Agent that they have not received a response, the current Customer related errand shall be escalated to the Agent. The Agent will initiate contact with the Merchant to address the issue. If the Merchant fails to respond after reasonable attempts by the Agent, the Agent is authorized to issue a full refund to the Customer on behalf of the Merchant for Products sold for up to SEK 1,500 (including VAT).

8.2.3 Products sold for over SEK 1,500 (including VAT) shall be returned by the Customer to the Agent and stored for thirty (30) Business Days. Upon request, such Product can be returned to the Merchant.

8.3 Merchant's access to ReClaimit is suspended

8.3.1 The Merchant shall utilize ReClaimit, which serves as the Agent's customer service portal, for all communication directed to Customers concerning customer related matters.

8.3.2 The Agent reserves the right to temporarily suspend the Merchant's access to ReClaimit if the Merchant's Customer Service Satisfaction Score falls below 60 percent.

8.3.3 In the event that the Merchant's account on ReClaimit is suspended from handling customer related matters, and the value of the Product sold is below SEK 1,000 (including VAT), the Agent shall resolve the Merchant's inquiries and is authorized to refund the Customer on the Merchant's behalf. If the Product was sold for SEK 1,000 or more, the Merchant may collaborate with the Agent's customer service team according to established procedures. Should the Agent incur any costs or expenses in assisting the Merchant, the Merchant agrees to promptly reimburse the Agent. Such expenses may be invoiced directly or deducted from any payments that the Agent shall forward to the Merchant, as outlined in Clause 5.2.7 above.

8.4 Missing Shipment

8.4.1 In the event that a Customer reports a missing shipment, the Agent shall perform an automatic check to ascertain if delivery aligns with the conditions set forth in clause 7.1.2 above. If the timeframe specified in clause 7.1.2 above has not yet transpired, the Customer cannot initiate an inquiry. However, upon expiration of the specified timeframe, proceedings for addressing the missing shipment will commence. The Merchant may reject an inquiry regarding a missing shipment solely if possessing a verifiable tracking number demonstrating receipt of the Product by the Customer or its availability for pickup nearby. In the absence of such evidence, the Merchant must either furnish the Customer with a replacement shipment or issue a refund.

9. Thresholds based on the Merchant's performance

9.1 The Agent measures the Merchant's performance based on several criteria as outlined in the Merchant Performance Report.

9.2 During the establishment of the Merchant Performance Report, the Agent retains the right to investigate matters pertaining to, i.a., missing and delayed orders, Customer complaints, and the Merchant's Customer Satisfaction Score. The purpose of these requirements is to establish specific thresholds for customer service and related matters that the Merchant must adhere to. The Merchant acknowledges that these thresholds are solely determined by the Agent and are periodically communicated within the CDON Merchant Help Center, [here](#). Consequently, the Merchant acknowledges that the Merchants Performance in these aspects is evaluated based on defined parameters. Failure by the Merchant to adhere to the designated Merchant Performance, as communicated within the CDON Merchant Help Center and as updated from time to time, may result in the Agent incurring fees, as determined by the Agent and communicated within the CDON Merchant Help Center, [here](#).

10. Services of the Agent

10.1 General

10.1.1 The Agent shall during the Term provide the Merchant with the Services stated under this Section 10.

10.1.2 The Merchant shall cooperate and provide such information and assistance as the Agent may reasonably require to enable the Agent to provide the Services.

10.2 Product orders, delivery and return of Products

10.2.1 The Agent shall submit orders of Products obtained through the Agent's Website to the Merchant in sufficient detail to enable the Merchant to fulfil its obligations to the Customer. Such Product orders shall be transmitted without delay, or under any circumstances within one (1) Business Day, after an order of Products is received by the Agent.

10.2.2 The Agent shall, as soon as it is notified by the Merchant, but no later than one (1) Business Day after receipt of the Non-Delivery/Delivery Report from the Merchant, notify to the Customer that the Product has been shipped to the Customer, or if the Merchant is unable to deliver in accordance with a Product order.

10.2.3 The Agent shall ensure that information received from the Customer regarding damaged defective and/or missing Products in a delivery, will be forwarded to the Merchant within one (1) Business Day of the Agent's receipt of such information.

10.2.4 The Agent shall, as soon as it has received a Return Report from the Merchant, but no later than one (1) Business Day after receipt of the Return Report, confirm to the Customer: (i) that the return of Products has been received by the Merchant, (ii) if the Products returned were lost or damaged during shipment, and/or (iii) that the Customer's notice according to Clause 10.2.3 above has been received by the Merchant.

10.3 Administration of Customer payments

10.3.1 The Agent shall exclusively manage all payments and invoicing matters in relation to purchases of Products. **The Merchant accepts that the Agent is not required to keep separate accounts for payments received from Customers for Products sold by the Merchant. Hence, the Merchant acknowledges that payments received by the Agent on behalf of the Merchant will not be kept separated from other funds held by the Agent.**

10.3.2 The Agent shall be entitled to sub-contract the handling of Customer payments to a Third Party. The Agent shall be responsible for the acts, deeds, and omissions of such Third Party.

10.3.3 (i) For the sole purpose of assignment of receivables of the Merchant to and from any Third Party service provider engaged by the Agent to handle Customer payments, the Merchant hereby appoints the Agent as its commercial agent (Sw. kommissionär) and irrevocably authorizes the Agent to, on behalf of the Merchant in the Agent's own name, sell or otherwise transfer and accept returns of the receivables of the Merchant to and from any Third Party service provider engaged by the Agent to handle Customer payments and otherwise in accordance with the handling of payments pursuant to this section 10.3. For the avoidance of doubt, the obligations of the Agent under this Agreement to handle payments from Customers shall apply mutatis mutandis to this clause.

(ii) When the handling of payments involves a transfer of the Merchant's receivables towards Customers, the Agent acts as the Merchant's commercial agent (Sw. kommissionär) pursuant to the appointment in paragraph (i).

(ii) The Merchant acknowledges that a Customer's payment to the Agent, or to a Third-Party appointed by the Agent, shall be considered as a payment to the Merchant and be made with full discharge of liability (Sw. *betalning med befriande verkan*).

10.3.4 Fourteen (14) calendar days after the Merchant has sent a Product order to the Customer, the Product order will be included in the then current Remuneration Period. The Agent shall, no later than seven (7) Business Days following every Remuneration Period during the Term of Agreement, transfer to the Merchant an amount corresponding to the Gross Sales of Products included in such Remuneration Period, less Commission and Service Fee and other applicable deductions, and less any shipping cost which the Merchant shall not be awarded in accordance with the Agreement. A Product order shall be considered to have been sent when the Product has been transferred by the Merchant to the carrier.

10.3.5 If the amount to be transferred for a Remuneration Period is less than SEK/NOK/DKK 3,000, or EUR 300, as applicable, or if delivery time is fourteen (14) days or more, the Agent may delay payment under Clause 10.3.5 for one (1) Remuneration Period.

10.3.6 All payments from the Agent to the Merchant will be made in the currency in which the Agent received payment from the Customer. The Agent is not liable towards the Merchant for any fluctuations in currency rates.

10.3.7 When reimbursing the Merchant for Products sold, the Agent has the right to deduct an amount equivalent to the expenditure incurred by the Agent when having declared Value added tax (VAT) to fulfil its obligations under applicable laws and regulations.

10.3.8 When making payments to the Merchant, the Agent will use the bank account information provided by the Merchant. The Merchant acknowledges that a payment made to such bank account shall be deemed to have been made with full discharge of liability as of when the Agent's bank has confirmed that the funds have been transferred from the Agent's account.

10.3.9 The Agent shall provide the Merchant with a statement on all payments received and transferred to the Merchant in connection with each transfer of payments. Such statement shall be available to the Merchant within five (5) Business Days after the end of each Remuneration Period.

10.3.10 Where Customers have rightfully returned Products to the Merchant, the Agent shall facilitate reimbursement on the Merchant's behalf. The Agent's facilitation of reimbursements to Customers is limited to refunds and the amount which the Customer has paid to the Agent (or Third Party) in accordance with Clause 10.3.1 above, as consideration for the Products sold by the Merchant, and shall in no instance cover any additional compensation for damages, such as product liability.

10.3.11 Refunds paid to Customers shall be deducted from the amount to be paid to the Merchant as set out in Clause 10.3.5 above or invoiced separately. The Agent may also require a pre-payment from the Merchant of an amount corresponding to the refunds before assisting the Merchant with reimbursements to Customers.

10.3.12 The Agent has the right to suspend/deactivate the Merchant (wholly or partly) from the Marketplace, and/or withhold any payments to the Merchant if the Agent suspects:

- (a) fraud, unethical conduct, or similar (i) by or on behalf of the Merchant or any individual or company with ties to the Merchant, (ii) in relation to a Customer's purchase of Products from the Merchant or any other company with ties to the Merchant;
- (b) that the Merchant will not be able to deliver according to orders received;
- (c) that the Merchant is no longer credit worthy; or
- (d) that the Merchant will not be able to pay its debts.

10.4 Customer service

10.4.1 The Agent shall forward Customer's service requests to the Merchant. The Customer services related to the Products shall be conducted at the Merchant's own expense and in accordance with applicable sales terms and Applicable Mandatory Legislation. The Merchant shall use its best efforts when providing customer service.

10.4.2 The Agent may, at its own discretion, assist the Customer, if the Customer service provided by the Merchant is slow, or non-compliant with Applicable Mandatory Legislation or this Agreement. Notwithstanding, Customer service will be conducted with the limitations, directly or indirectly, set out in this Agreement. The Agent shall be entitled to payment for such assistance in accordance with Clause 5.2.6 herein.

11. Intellectual Property Rights

11.1 Grant of rights and license

11.1.1 During the Term, the Merchant grants the Agent a limited royalty-free, non-exclusive license to use any copyrighted material that the Merchant uses in connection with Products, for advertisement, promotion, sale and distribution of Products, including without limitation, text descriptions, camera-ready artwork, presentations, pictures and other marketing materials for the Products ("**Marketing Material**").

11.1.2 During the Term, the Merchant grants the Agent a limited royalty-free, non-exclusive license to use any trademarks, service marks, trade names, logos and designations that the Merchant uses in connection with Products, for advertisement, promotion, sale and distribution of Products ("**Merchant Trademarks**").

11.1.3 The rights stated in the Clauses 11.1.1 and 11.1.2 above, cover all types of use known and unknown. The Agent reserves the right to modify, reproduce, reformat, represent and/or delete any content for whatever reason and purpose.

11.1.4 Nothing contained in this Agreement shall give either Party any right, title or interest in or to the Intellectual Property Rights owned and/or licensed by the other Party.

11.1.5 To promote competition on fair terms, the Merchant agrees that other merchants offering products identical to the Merchant's own may, without charge or liability, publish their ads within a single product presentation notwithstanding that the information is published by the Merchant. The Merchant is prohibited, when publishing Product information or other content to add or include information/logotypes/identifiers that identifies the Merchant or a certain merchant, including in images and title.

11.2 Merchant warranty

11.2.1 The Merchant warrants that Products, Marketing Material and the Merchant Trademarks provided through the Marketplace comply with Applicable Mandatory Legislation and that neither the Products, the Marketing Material nor the Merchant Trademarks infringe any Third Party Intellectual Property Rights.

11.2.2 The Merchant warrants that the Merchant either (i) is the proprietor of all Intellectual Property Rights, related to the Products, the Marketing Material and the Merchant Trademarks, or (ii) has the right to use and grant the licenses stated in this Section 11 to the Agent in relation to any Third Party Intellectual Property Rights, related to the Products, the Marketing Material and the Merchant Trademarks.

11.3 Infringements

11.3.1 If the Agent has reason to believe that the Products are counterfeit goods or that the Products, Marketing Material or Merchant Trademarks infringe any Third Party Intellectual Property Rights, the Agent has the right to, in its discretion, by written notice:

- (i) terminate this Agreement;
- (ii) withhold remuneration of Products to the Merchant;
- (iii) stop the sale of Products and disable the Merchant's activities (wholly or partly) on the Marketplace;
- (iv) disable or remove the Products from the Marketplace; and
- (v) perform any other measure deemed suitable by the Agent.

11.3.2 Furthermore, the Merchant, shall without limitation indemnify the Agent and hold the Agent's affiliates, agents, and directors harmless from any and all claims, costs, and expenses (including legal fees and costs for other professionals and compensation to Customers) incurred as a result of any claim by a Third Party that any Products, Marketing Material or Merchant Trademarks, or parts thereof, are counterfeit items or in any way infringe on any Third Party Intellectual Property Rights.

11.3.3 If a Third Party claims that a Product, Marketing Material or Merchant Trademark infringes on any Third Party Intellectual Property Rights, the Merchant shall, promptly, at its own expense, either;

- (i) prove to the Agent the right to continue the use or sale of such Products, and/or the Marketing Material and/or Merchant Trademarks despite the alleged infringement, providing reasonable evidence for this; or
- (ii) remove the Products, Marketing Material or the Merchant Trademark, or replace them with non-infringing products or material of equivalent function and quality.

11.3.4 The Merchant shall not use, or permit others to use, any name, trade name, insignia, logo, symbol or slogan owned or adopted by the Agent/Agent's Group without the prior written consent of the Agent. The Merchant may use the Agent's name when referring Customers to the Agent's Customer service.

11.4 Data from Marketplace, Customers etc

11.4.1 The Agent shall be deemed exclusive owner and holder of all data generated on the Marketplace. Such data may from time to time be made available to the Merchant at the discretion of the Agent. The Merchant undertakes not to export, scrape or otherwise generate or transfer any data sets (including personal data) from the Marketplace without prior written permission from the Agent.

11.4.2 All rights to any Customer related information ("**Customer Information**") (including rights to registers and databases etc. where such Customer Information may be collected or stored) shall be the exclusively property of the Agent and shall continue to be the exclusive property of the Agent following termination of this Agreement.

11.4.3 The Agent and the Merchant have access to the following data under this Agreement:

- (i) Information about the Merchant's Customers (except, with regard to the Merchant, Customer e-mail addresses) and its orders on the Marketplace (access via the CDON Connect Portal);
- (vi) Financial reports (Commission, payments, etc.) (access via the CDON Connect Portal); and
- (vii) Reviews from Customers published on the Agent's Website.

12. Sales, marketing and promotion

12.1 The Agent may at its own discretion offer any rebates, discounts or combination offers that it reasonably considers being beneficial to increase sales of the Products. Discounts offered by the Agent, if not instructed to do so by the Merchant, shall be offered at the Agent's own expense. The Agent may not continuously offer the Merchant's full assortment of Products to a lower price than what such products are offered at the Merchant's own point of sale without the Merchant's prior consent.

12.2 All expenses incurred by the Agent in relation to the sale marketing and promotion of the Products shall be borne by the Agent unless otherwise agreed between the Parties.

12.3 The Agent shall be responsible for all Customer communication save for communication regarding Customer service directed through the Agent's Customer service hub. The Merchant may, as a consequence, not take any marketing actions towards or make other contacts with a Customer, unless approved by the Agent in advance.

13. Commission and fees

(a) General

13.1 All amounts, fees and charges to the Agent referred to herein are exclusive of VAT, unless otherwise expressly stated herein. Hence, when applicable, VAT shall be added to the Commission, Service Fee, Subscription Fee, and other amounts chargeable by the Agent according to this Agreement.

(b) Commission

13.2 The Agent is entitled to a commission in remuneration for the Merchant's sale of Products on the Marketplace (the "**Commission**"). The Commission (excluding VAT) is calculated on Gross Sales for all Product orders and are communicated within CDON Merchant Help Center, [here](#).

13.3 For the avoidance of doubt, no deductions shall be made on the Agent's right to Commission (e.g. the Agent's right to Commission is not affected by the Products being returned and refunded).

13.4 The Commission becomes due immediately when a Product order has been accepted. The Commission will be set off against the amount forwarded from the Customer to the Merchant according to what is set out in this Agreement, or invoiced.

(c) Subscription Fee

13.5 The Merchant shall pay a monthly subscription fee to the Agent which shall cover the administration and maintenance costs related to the Merchant's CDON Connect Portal account ("**Subscription Fee**").

13.6 The Subscription Fee is paid quarterly in arrears for each calendar month of the Agreement (including the calendar month of entering into the Agreement). The Subscription Fee shall be paid by the Merchant for each Trade Name the Merchant sells under on the Marketplace.

13.7 The Subscription Fee is as follows (excluding VAT):

- (i) SEK 299 per calendar month, for Merchants with registered address in Sweden.
- (ii) DKK 299 per calendar month, for Merchants with registered address in Denmark.
- (iii) NOK 299 per calendar month, for Merchants with registered address in Norway.
- (iv) EUR 29 per calendar month, for Merchants with registered address in any other country.

13.8 The Subscription Fee will be set off against the amount forwarded from the Customer to the Merchant according to what is set out in this Agreement, or invoiced.

(d) Service Fee

13.9 The Agent shall be remunerated by the Merchant for the provision of the Services by payment of a fee ("**Service Fee**"). Both Parties acknowledge that the Service Fee is intended to cover the Agent's costs in providing the Services on an ordinary basis.

13.10 The Service Fee is calculated for each Product ordered by a Customer from the Merchant, by application of the following rates (excluding VAT):

- (i) SEK 20 per Product on sales to Customers in Sweden.
- (ii) DKK 15 per Product on sales to Customers in Denmark.
- (iii) NOK 20 per Product on sales to Customers in Norway.
- (iv) EUR 2 per Product on sales to Customers in Finland.

13.11 The Service Fee becomes due immediately when a Product order has been accepted. The Service Fee will be set off against the amount forwarded from the Customer to the Merchant according to what is set out in this Agreement, or invoiced.

Discounts and Commission

13.12 Below illustrates how the Commission (with an example Commission rate of fifteen (15) percent) is calculated when (i) the price is reduced at the Merchant's end, and (ii) when the Agent offers a discount at its own expense.

- (i) If the Merchant offers a discount of ten (10) percent on a Product with an original sales

price of SEK 100, the price paid by the Customer will be SEK 90. The Agent will receive SEK 13.5 in Commission (i.e. fifteen (15) percent of the SEK 90 that the Customer paid). The amount payable to the Merchant from the Agent will be SEK 76.5 (before deduction of the Service Fee).

- (v) If the Agent offers a discount of ten (10) percent on a Product with an original sales price of SEK 100, the price paid by the Customer will be SEK 90. The Agent will receive SEK 5 in Commission (i.e. fifteen (15) percent of the original sales price of SEK 100, less the ten (10) percent discount that the Agent has offered the Customer). The amount payable to the Merchant from the Agent will be SEK 85 (before deduction of the Service Fee).

14. Personal data

14.1 The Parties shall comply with their respective obligations under all Applicable Mandatory Legislation and according to either Party's privacy policy.

14.2 Both Parties acknowledge that each Party assumes the role as independent personal data controller for its processing of personal data under this Agreement.

14.3 The Agent is the controller of Personal Data it discloses or makes available to the Merchant. The Merchant will Process that Personal Data ("**Shared Personal Data**") as a separate and independent controller for the agreed purposes specified in this Clause 14.3. The Merchant shall handle the Shared Personal Data with the same care and scrutiny as if it were Processing its own Personal Data. The Merchant undertakes to comply with all obligations imposed controllers under the applicable Data Protection Legislation in regulation to Shared Personal Data processed under this Agreement. The provisions in this Agreement are in addition to, and do not relieve, remove, or replace, the Merchant's obligations or rights under the applicable Data Protection Legislation.

14.4 The Merchant shall Process the Shared Personal Data exclusively for the following purposes specified herein, and subject to security measures that are compliant with the GDPR:

- (i) For the strict performance of the Merchant's contractual obligations according to this Agreement,
- (vi) For the strict performance of the Merchant's contractual obligations towards the Customers, and
- (vii) For the strict performance of the Merchant's legal obligations.

14.5 The Merchant shall not disclose or allow access to such Shared Personal Data to any party other than the recipients who are subject to written agreements that regulate the protection of the Shared Personal Data ("**Authorized Recipients**"), in a no less onerous manner that that imposed by this Agreement. The Merchant shall also ensure that Authorized Recipients are only provided access to such part or parts of the Shared Personal Data as are strictly necessary for the performance of their functions.

14.6 The Merchant shall ensure that Authorized Recipients requiring access pursuant to Clause 14.5 above (i) are informed of the confidential nature of the Shared Personal Data, (ii) are subject to legally binding confidentiality obligations in relation to the Shared Personal Data, and (iii) have received appropriate training on Data Protection Legislation and the handling of Personal Data.

14.7 Merchant may engage processors to assist them in the Processing of the Personal Data shared with the Merchant by the Agent, provided that such processors and their Sub-Processors are engaged subject to the following conditions:

- (i) The agreement is entered into on terms which are substantially the same as Clause 14.1-14.13 in this Agreement,
- (ii) The agreement is terminated automatically on termination of this Agreement, where a sub-processor is engaged, the Merchant remains liable in full to the Agent for the performance of its obligations, and
- (iii) The other party is notified of such appointment with the option to terminate the Agreement without any liability within thirty (30) days of such notification.

14.8 Merchant undertakes to communicate without undue delay, and in any event within twenty-four (24) hours of becoming aware of a Personal Data Breach concerning personal data shared with the Merchant by the Agent using such reporting mechanism as agreed to between the Parties in this Agreement where any Party or its sub-contractor suffers a breach of security leading to the accidental or unlawful destruction, loss, alternation, unauthorised disclosure of, or access to the personal data or, in all circumstances the Merchant commits to provide the Agent full cooperation, information and assistance in relation to such Personal Data Breach, compliance notice or communication. The Party responsible for the relevant Processing operations that suffered a breach shall take the lead to ensure compliance with the notification's obligations under the GDPR.

14.9 The Merchant shall not transfer Personal Data outside the European Union and/or European Economic Area unless explicitly agreed to between the Parties and subject to:

- (ii) "Appropriate Safeguards" provided for in Article 46(2) of the General Data Protection Regulation for transfers to countries not considered as ensuring an adequate level of protection, and
- (viii) Enforceable rights and effective legal remedies available to the data subject.

14.10 The Parties shall provide mutual assistance where either one of the Parties:

- (i) Receives a request from a data subject under any data protection legislation in respect of Shared Personal Data,
- (iii) Receives any other request, complaint or communication relating to either Party's obligations under the applicable Data Protection Legislation, including from any Supervisory Authority in connection with this Agreement, and
- (iv) Receives a request from any third party for the disclosure of Shared Personal Data.

14.11 In situations described in Clause 14.10 above, the Parties shall undertake the following actions, including but not limited to:

- (i) Provide to the other Party all such details related to the request, complaint, or communication and, where possible, consult with the other Party before responding to the request, complaint, or communication, and
- (ii) Provide all the necessary assistance and cooperation to enable the relevant Party to fulfil its obligations under the applicable data

protection legislation in relation to such request, complaint, or communication.

14.12 The Merchant shall upon the request of the Agent provide the Agent all information necessary to demonstrate compliance with the obligations provided for in this Agreement and the applicable data protection legislation in a timely manner. The Merchant further undertakes to provide the necessary assistance in case of audits or inspections carried out by any relevant Supervisory Authority.

14.13 In absence of any express legal requirement to store Personal Data for a longer period, the Merchant acting as the data importer shall delete or return to the Agent the Shared Personal Data termination of this Agreement or upon the lapse of any agreed retention period.

Where Shared Personal Data is deleted, the Merchant shall ensure the secure deletion of such data without the possibility of further Processing.

In accordance with Data Protection Legislation, any retention period shall not apply to data which is anonymised or retained for statistical purposes in accordance with Article 5(1) and Article 89(1) of the GDPR.

15. Indemnity

15.1 The Merchant agrees to indemnify, defend and hold harmless the Agent and its affiliates, officers, directors, employees, agents, and licensors from all damages, claims or demands, including reasonable attorneys' fees, made by any Third Party or suffered by the Agent, due to arising out of a claim:

- (i) alleging that the Merchant's Products, the Marketing Material, or the Merchant Trademark infringes any rights of a Third Party or violates any Applicable Mandatory Legislation;
- (ii) the Merchant violates any Third Party's rights (including Intellectual Property Rights), Applicable Mandatory Legislation or what is otherwise set out in Clause 5.1.1 above;
- (iii) arising out of the Merchant's breach of this Agreement; or
- (iv) arising out of or in connection with any transaction or failed transaction between the Merchant and a Customer.

15.2 Each Party shall take all reasonable steps to mitigate the loss and damage it incurs in relation to any claim or action which it brings against the other.

16. Solvency of Customers and set-offs

16.1 The Agent shall take all reasonable measures to ensure the solvency of Customers whose orders the Agent transmits to the Merchant.

16.2 If an amount is unduly paid to the Merchant or if an amount paid to the Merchant subsequently is subject to Customer refund, the Agent is entitled to receive the corresponding amount from the Merchant. The Agent has the right to set-off such amount against any debts owed to the Merchant.

16.3 The Agent shall have the right to set-off the Commission, Subscription Fee, the Service Fee and any other sums owed by the Merchant to the Agent against any payments that the Agent shall forward to the Merchant under this Agreement, and any other sums owed by the Agent to the Merchant.

17. Duty to provide information

17.1 The Merchant is obliged to continuously inform the Agent about changes that are relevant for the implementation of this Agreement.

17.2 The Merchant shall upon request disclose information required by the Agent to fulfil Applicable Mandatory Legislation.

17.3 The Merchant shall as soon as possible provide the Agent with written information regarding changes in ownership or management in the Merchant's business. In case of changes, the Agent is entitled to take one or more of the following measures: (i) terminate the existing Agreement and/or enter into a new agreement with the Merchant (ii) withhold payments and make an additional evaluation of the Merchant, and/or (iv) suspend and/or deactivate the Merchant's account.

18. Term and termination

18.1 Term

18.1.1 The Agreement becomes effective upon acceptance by the Agent and notification to the Merchant and shall remain valid until terminated by either Party ("**Term**") subject to;

- (i) one (1) month prior written notice during the first year of the Agreement;
- (ii) two (2) months prior written notice during the second year of the Agreement;
- (iii) three (3) months prior written notice during and after the third year of the Agreement; or
- (iv) other termination rights of the Agreement.

The notice period in (i)-(iii) above is counted from the time when the notice was given.

18.1.2 The Agent has the right to withhold its obligations under this Agreement until the Agent has verified;

- (i) the identity of the Merchant;
- (ii) that the Merchant is registered for Swedish corporation taxation (Sw. *F-skatt*) or such other registration needed in the jurisdiction of the Merchant;
- (iii) that the Merchant is credit worthy; and
- (iv) that the Merchant is likely to be able to fulfil its obligations under this Agreement.

18.1.3 If at any time during the Agreement the Merchant does not meet the requirements set out in Clause 18.1.2, the Agent shall inform the Merchant, and this Agreement shall terminate with immediate effect without further notice.

18.2 Termination

18.2.1 Notwithstanding Section 18.1 above, either Party is entitled to terminate this Agreement with immediate effect if the other Party:

- (a) fails to fulfil any of its obligations under this Agreement, provided such failure is of material importance to the non-breaching Party and the other Party has failed to perform rectification not later than thirty (30) calendar days following receipt of a written notice detailing the reasons for the termination;
- (b) has repeatedly failed to fulfil its obligations under this Agreement, regardless of if such Party has been

notified of and/or rectified the failures in accordance with paragraph (a) above; or

- (c) has suspended its payments, is the subject of a bankruptcy petition, commences negotiations for a composition with its creditors, enters into liquidation or may otherwise be deemed to be insolvent.

18.2.2 The Merchant's breach of any of the undertakings in Sections 5, 7, 11, 14, 17, 21, 25 herein, and any of the Appendices hereto, shall always be considered as a breach of material importance to the Agent.

18.2.3 The Agent shall have the right, at any time by giving notice to the Merchant, to terminate this Agreement with immediate effect if;

- (a) the Merchant, in any way, fails substantially in its handling of Product orders placed through the Agent's Website; or
- (b) the Agent suspects fraud, unethical conduct, or similar by or on behalf of the Merchant or any individual or company with ties to the Merchant.

18.2.4 The Agent will inform the Merchant if the Agent decides to restrict and/or terminate the provisioning of services to the Merchant (in whole or partly) according to this Agreement.

18.2.5 When this Agreement terminates, the Agent reserves the right to save information as well as data about the Merchant as long as necessary to fulfil the Agent's obligations towards Customers and in order to comply with Applicable Mandatory Legislation (for example, accounting obligations).

19. Consequences of termination

Upon the termination of this Agreement for any reason, the following applies:

- (a) the respective obligations of each Party shall automatically terminate save that the rights and liabilities of the Parties which have accrued prior to termination shall continue to subsist. (The Agent shall e.g., to the extent applicable, be entitled to compensation in accordance with paragraph 10 of the Swedish Commercial Agency Act (*Sw. Lagen (1991:351) om handelsagentur*));
- (b) the Agent may, during the notice period and a reasonable period after termination taking effect, at its sole discretion, withhold payments to the Merchant of an amount corresponding to the average return rate based on the three (3) months period preceding the effective date of termination, and Gross Sales for Products not received by Customer;
- (c) upon termination taking effect, the Merchant's account may be deactivated, and any pending orders cancelled, unless the Agent determines, in its sole discretion, that the Merchant may continue to use the account for a set period to complete any outstanding orders (i.e. no additional sales); and
- (d) the Merchant shall without undue delay destroy or return to the Agent on demand any document containing Confidential Information (including Customer Information) which has been supplied to it and any copy which has been made. The Merchant may save such Confidential Information that it is required to retain due to any Applicable Mandatory Legislation. To the extent Confidential Information is destroyed the Merchant will, as soon as reasonably practicable, provide the Agent with a duly executed written confirmation of such destruction.

20. Force majeure

If and to the extent that either Party's performance of its obligations under this Agreement is impeded by circumstances beyond its reasonable control, such Party shall be released from liability in damages and any other penalties for delay in performing or failure to perform such obligations. If the Merchant has reason to expect that its performance will be affected by a force majeure event, it shall notify the Agent as soon as possible.

21. Confidentiality

21.1 All information which is not publicly available, whether oral or written or in visual, electronic or tangible form, regarding or otherwise relating to a Party or to any of its business matters, which has been disclosed or may be disclosed to the other Party (the "Receiving Party") or which the Receiving Party has or may otherwise become aware of in connection with this Agreement, including the Agreement, shall during the term of this Agreement and for a period of five (5) years after its termination or expiry be kept strictly confidential by the Receiving Party and not be used by it for any other purpose than the performance or enforcement of this Agreement, nor be disclosed by it to any Third Party without the prior written consent of the other Party (such consent not to be unreasonably withheld).

21.2 The Receiving Party shall procure that its employees, consultants and sub-contractors or other persons to whom information as defined in Clause 21.1 is disclosed or who have access to such information sign a non-disclosure agreement for which content shall be substantially similar to this Section 21.

21.3 The obligation of confidentiality does not apply when the Receiving Party is required by law, regulation, or a governmental decision to disclose information.

22. Limitation of liability

22.1 The Merchant expressly agrees that the Merchant's use of, or inability to use, the Marketplace is at the Merchant's sole risk, and the Agent disclaims responsibility for any harm resulting from the Merchant's use of and access to the Marketplace. The Marketplace is provided to the Merchant "as is" and "as available" for the Merchant's use, without any guarantees or conditions of any kind. The Agent does not warrant that the Merchant's use of the Marketplace will be uninterrupted, timely, secure, or error-free.

22.2 The Agent shall not be liable for any delay or other failure to provide the Services.

22.3 The Agent's total liability under this Agreement is limited to an amount equivalent to the Commission paid to the Agent during the preceding three (3) months period.

22.4 The Agent shall not be liable to the Merchant or any of its Affiliated Companies for any loss of profits, revenues, future business or contracts, business interruption, loss or corruption of data or damage to reputation or loss of goodwill, or any other indirect or consequential loss or damage.

23. Entire agreement

This Agreement represents the entire understanding and agreement between the Parties and supersedes all prior understandings and agreements.

24. Amendments and waivers

24.1 No waiver of any provision of this Agreement shall be effective or binding on the Parties unless made in writing.

24.2 Modifications of the Agreement according to Clause 4.1.3 above, will be communicated to the Merchant and will be part of the Agreement.

25. Assignment

Neither Party may, save for where expressly allowed as set out in this Agreement, assign or otherwise transfer, pledge or grant any security interest in or over any of its rights or obligations under this Agreement without the prior written consent of the other Party. In case of an assignment without the other Party's prior written consent, the assignment shall be invalid. The Merchant remains liable towards the Agent for all obligations under this Agreement unless, and until, the Agent through an authorized representative has accepted the transfer and discharged the Merchant from such obligations in writing. Notwithstanding the foregoing, the Agent may assign all or a portion of its rights and obligations under this Agreement to any member of the Agent's Group.

26. Assignment of receivables

The Merchant hereby appoints the Agent and gives the Agent the right to, on behalf of the Merchant, sell or otherwise transfer the receivables of the Merchant to be collected by the Agent in accordance with Section 10.3 above. The Merchant is fully liable towards the Agent for the receivables and warrants that the receivables are valid and of good standing. For the avoidance of doubt, the obligations of the Agent under this Agreement to, on behalf of the Merchant, collect amounts paid by Customers shall apply mutatis mutandis to collections made under this Clause.

27. Notices

27.1 Any notice or other communication between the Parties under this Agreement shall be in writing and delivered to the other Party in accordance with the instructions below:

- (a) To the Merchant: To any of the email addresses stated in the Merchant's account in the CDON Connect Portal.
- (d) To the Agent: To the following postal address or email address:

Postal address:

CDON AB (publ)
Att: CEO
P.O. Box 385
113 47 Stockholm Sweden

Email address:

sales.marketplace@cdon.com

The notice shall be deemed to have been received by the recipient and shall be deemed to have been duly given:

- (i) if delivered by hand or by courier, upon delivery at the address of the relevant Party;
- (ii) if sent by email, when sent;

provided that if, in accordance with the above provision, any such notice or other communication would otherwise be deemed to be given or made outside the recipient's normal working hours, such notice or other communication shall be deemed to be given or made at the start of the recipient's normal working hours on the next business day.

27.2 A Party shall notify the other Party of a change to its name, relevant addressee, address or email address for the purposes of Clause 27.1 above, and such notification shall be deemed effective on:

- (i) the date specified in the notification as the date on which the change is to take place; or
- (ii) if no date is specified or the date specified is less than five (5) Business Days after the date

on which notice is given, the date falling five (5) Business Days after notice of any such change has been given.

28. Governing law and dispute resolution

28.1 This Agreement shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.

28.2 Any dispute, controversy or claim arising out of, or in connection with, this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Malmö, Sweden.

28.3 The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the Institute, considering the complexity of the case, the amount in dispute and other circumstances, determines, at its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.

28.4 The Parties agree, without limitation in time, not to disclose the existence or contents or any decisions or awards with regards to this Agreement or information about proceedings, arbitration, or mediation due to the same. The provisions set forth in this Clause shall not apply unless in compliance with law, other legislation, authority's order, securities exchange regulations or practice on the securities exchange or is otherwise required for the enforcement of a decision.



Appendix 1 – Code of Conduct

1. Introduction

28.5 CDON AB, or “we”, is committed to ensuring a high standard of ethical and environmental trade practices, including the provision of safe working conditions and the protection of workers’ rights, across its businesses.

28.6 We conduct our business in accordance with the provisions of this Business Partners Code of Conduct (the “Code”) and require our business partners to comply with the Code’s provisions and to demonstrate a similar commitment to an ongoing program of ensuring and, where necessary, improving, ethical and environmental practices.

28.7 We are committed to working closely with our business partners to achieve a long-term, sustainable social and environmental standard in facilities in which products that are supplied to us are produced and in the operations of our business partners.

28.8 We base our requirements mainly on internationally recognized standards such as the Universal Declaration of Human Rights, the UN Convention on the Rights of the Child, applicable International Labour Organization (“ILO”) Conventions, and national legislation.

28.9 Our requirements respect and promote the fundamental rights set out in the ILO Declaration on Fundamental Principles and Rights at Work, namely:

28.10 effective abolition of child labour (ILO Convention 138 and 182);

- (e) elimination of all forms of forced or compulsory labour (ILO Convention 29 and 105);
- (f) elimination of discrimination in respect of employment (ILO Convention 100 and 111); and
- (g) freedom of association and the effective recognition of the right to collective bargaining (ILO Convention 87 and 98).
- (h) Our requirements are applicable irrespective of the ratification by the local country of the relevant internationally recognized standards.

29. Child Labour

29.1 All employees must have reached the age of 15 years or have reached the minimum legal working age under local law, whichever is the higher.

29.2 All legal limitations on the employment of persons below the age of 18 years must be followed. We recognize the rights of every child to be protected from economic exploitation and from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral or social development.

30. Human rights and forced labour

30.1 CDON:s business partners shall adhere to rules of employment that respect workers and, at a minimum, safeguard their rights under national and international labour and social security laws and regulations.

30.2 We do not accept any forms of forced or bonded labour and we do not accept the use of illegal labour in the production of goods or services.

30.3 Employees must be free to leave their employment upon reasonable notice.

(viii)

31. Discrimination, Respect and Freedom of Association

31.1 Every employee shall be treated with respect and dignity. Under no circumstances do we accept the use by our business partners and/or their subcontractors of humiliating or corporal punishment, and no employee shall be subject to physical, sexual, psychological or verbal harassment or abuse.

31.2 No employee shall be discriminated against in employment or occupation on the grounds of gender, age, pregnancy, sexual orientation, religion, political opinion, ethnic or national origin, disability or union membership.

31.3 All employees have the right to form or join associations of their own choosing, and to bargain collectively. We do not accept disciplinary or discriminatory actions from an employer against employees who choose to peacefully and lawfully organize or join an association.

32. Additional Workers’ Rights

32.1 Migrant workers

Migrant workers shall have the same entitlements as local workers.

32.2 Employment contract

All employees shall be entitled to a written employment contract, in the local language, stipulating the employment terms and conditions. The employer should ensure that all employees are aware of their legal rights and obligations.

32.3 Wages

Wages must be paid regularly, on time, and must reflect the experience, qualifications and performance of the employee. The minimum requirement is that employers shall pay at least the statutory minimum wage, the prevailing industry wage or the wage negotiated in a collective bargaining agreement, whichever is higher.

32.4 Working hours

Ordinary working hours must not exceed the applicable legal limit and shall never exceed 48 hour per week. Overtime hours must not exceed the numbers allowed by the local labour laws. If such limits do not exist, overtime work should not exceed 12 hours per week. Overtime work must always be voluntary and compensated in accordance with the law. Piece-rate work should not be exempted from the right to overtime compensation. Employees should be entitled to at least one day off in every seven-day period.

33. Health and Occupational Safety

We require our business partners to make the employees’ safety a priority at all times. No hazardous equipment or unsafe working facilities are acceptable. The premises must provide a healthy working environment.

34. Environment

34.1 The environment is of increasing concern globally and we expect our business partners to act responsibly in this respect. Our business partners must comply with all applicable environmental laws and regulations in the country of operation. All certificates and permits should be made available to us upon request.

34.2 We expect our business partners to use resources such as water and energy efficiently and to avoid or reduce any waste and emissions as a result of their business activities.

34.3 Our business partners shall do their utmost to minimize weight and volume of product packaging and to reduce the content of hazardous substances and constituents in packaging materials.

35. Business Integrity

We require all our business partners to conduct business in compliance with internationally agreed standards of business ethics and to adhere to all applicable anti-bribery and anti-corruption laws.

36. Fair Competition

All applicable laws and regulations on competition, anti-trust and fair trade must be complied with at all times and the business partner must not enter into any anti-competitive agreements or discussions, including within its own distribution chain.

37. Compliance

In order to maintain compliance with this Code, local labour laws and environmental laws, the business partners must have necessary policies and management systems in place.

38. Monitoring and Enforcement

38.1 Transparency and co-operation

We expect our business partners to be transparent. We believe in co-operation and are willing to work with our business partners to achieve sustainable solutions.

38.2 Monitoring

Our business partners are obliged to keep us informed at all times of where each product is being produced. Relevant and verifiable documentation must be maintained for auditing purposes. We reserve the right to make unannounced visits to all units producing goods or services for us. We also reserve the right to appoint an independent third party of our choice to conduct audits in order to evaluate compliance with this Code. During audits we require unrestricted access to the premises, to all documents and to all employees for interviews. We also demand the right to provide employees with our contact details.

38.3 Corrective action

Audits aim to identify gaps between the requirements in this Code and the actual practices and conditions in the workplace. The audited business partner will usually be given the opportunity to propose and implement a corrective action plan. We shall follow up the implementation of the plan and verify that violations have been remedied. A business partner failing to undertake sustainable improvements within the stipulated time frame would seriously damage its relationship with us. Unwillingness to cooperate or repeated serious violations of this Code and/or local law may lead to reduced business and ultimately termination of our business relationship.



41.2 The invoice cannot be sold, borrowed against or otherwise subject to any transfer of rights by the Merchant.

Appendix 2 – Fraud Avoidance

39. Fraud Avoidance

39.1 This fraud avoidance policy applies to all transactions through the Agent's Website where the Agent (or Third Party on the Agent's behalf, as applicable) is taking the risk for payment of an invoice/part of an invoice originating from a sale from the Merchant.

39.2 If the Merchant is deemed not to be in compliance with all provisions in this policy in any sale of Product(s), the Agent has no liability to compensate the Merchant for such sale as otherwise is set out in the Agreement.

39.3 All information regarding the Product(s) specified below shall be kept for at least six (6) months and be made available to the Agent upon request.

- (i) Tracking ID
- (ii) Delivery information
- (iii) Information regarding handover to customer

40. Terms

40.1 Delivery shall be made to the person/address that was approved in the order.

40.2 If delivery is made to a "parcel locker" (Sw. utlämningskåp) the order value may not exceed SEK 3000.

40.3 The Merchant's logistic partner used for deliveries shall have the following routines when

- (iv) Delivery at post agent location: The recipient's name shall be registered and ID shall be checked and logged. If a power of attorney is used both the ID of recipients and of the person collecting the delivery shall be checked as well as the Power of Attorney.
- (v) Delivery at post agent location, company recipient: Upon retrieving the package the recipient's name and ID shall be checked and registered, a power of attorney shall be checked and copied and the copy shall be kept.
- (vi) Delivered to home: Delivery shall be signed for and copy of signature kept.

Date and time of delivery shall always be made available to the Agent if so requested.

40.4 The Agent, or a partner appointed by the Agent, shall receive a power of attorney from the Merchant's logistics partner for handling of claims. If the Merchant's logistics partner opposes to this the Merchant shall handle all cases and keep the Agent informed of the development in the cases.

40.5 The Merchant shall answer a request for information with regards to suspected fraud within 24 hours on Business Days.

40.6 The Merchant shall always assist with attempts to halt and/or recall an order when fraud is suspected.

40.7 If an order contains electronic devices, a serial number shall be kept and made available upon request (provided such number is available).

41. Other

41.1 Merchants have an obligation to keep track of ID / trackable shipments on Products sold on the Agent's Website in accordance with the Agreement.



Appendix 3 – Shipping terms

42. Information requirements

42.1 Tracking information

- (i) Tracking information is information necessary to track a delivery and shall be provided to the Agent in accordance with Clause 5.2.5 of the General Terms and Conditions for CDON Marketplace.
- (vii) It is of outmost importance that the Merchant keeps strict control of the whole supply chain. Shipping references can easily be mistaken for tracking numbers on some transporters. Make sure to supply a valid tracking number with every order.
- (viii) If the tracking number for some reason needs to be changed, or updated, the new tracking number must also be updated on the Customer order (via API, or manually).
- (ix) If an order contains several packages, each tracking number must also be made available to the Customer.
- (x) It is the responsibility of the Merchant, to make sure that the parcel is traceable throughout the shipping process. If a tracking number is changed as a parcel crosses a country border, the order must be updated with the new tracking number, and applicable carrier.

42.2 Relevant carrier

Information on the carrier/transporter used shall be provided in accordance with Clause 5.2.5 of the General Terms and Conditions for CDON Marketplace, and is needed to make sure that the tracking number can be correctly traced. If the carrier changes, often due to cross border shipping, it is even more important to make sure that the Customer order is updated correctly with carrier, and tracking information. Oftentimes, a tracking number stays the same throughout the transportation, but the carrier changes. Always make sure that the correct last mile carrier is displayed on the order.

42.3 Credentials

The Merchant's credentials with delivery services shall be provided in accordance with Clause 5.2.5 of the General Terms and Conditions for CDON Marketplace. The Agent uses third party services to effectively track, and follow up all shipments. Some transporters choose to not make tracking readily available, which requires the Merchant's credentials with a certain transporter, in order to be able to track the shipments. These credentials will only be used to track orders that have been made on the Marketplace.

42.4 Delivery Time

- (i) Delivery time is essential to comply with as stated in Clause 7.1.2 of the General Terms and Conditions.
- (xi) The delivery time published by the Merchant on the Marketplace is regarded as a Customer promise, as to when the item actually is delivered to the Customer, and must be met. Deliveries to parcel lockers, pickup centers etc. within the published delivery time are regarded as a fulfilled Customer promise. Preordered

- (xii) items are expected to be delivered to the customer on the published release date. Once a shipment with a tracking number is created, the Customer will automatically be notified, whereafter it is mandatory for the Merchant to handover the package to the carrier/transporter within three (3) Business Days. This in order to avoid Customer confusion, and to optimize delivery time.
- (xiii) In the event of a missing shipment, as outlined in Clause 8.4.1. of the General Terms and Conditions, the Merchant must adhere to the procedures stipulated therein.



Appendix 4 – List of forbidden products

Products included in this list may not be marketed on the Marketplace without the Agent's prior written consent.

This list is not exhaustive. There may be other products that are not allowed to be marketed on the Marketplace, due to being e.g. illegal, or otherwise being unsuitable for sale. The Merchant is always solely responsible for the Products it markets on the Marketplace.

Forbidden products:

- Used products or demo products, not clearly indicated as used or demo products.
- Animals.
- Drugs and controlled substances (including but not limited to narcotic substances or other products that are or can come to be classed as a narcotic product). Items intended for use in connection with narcotics, drug paraphernalia, (including but not limited to, pipes, bongs, and needles).
- Acids or compressed gas cylinders.
- Products intended for criminal activity, including but not limited to lock-picks, scimming devices and code grabbing devices.
- Fireworks and explosives, flammable products.
- ID's and other official documents.
- Controlled- and/or dangerous chemical products or substances (including but not limited to pesticides, biocides, plant protection chemicals). Approved cosmetic products are excluded.
- Pharmaceuticals.
- Products that can be considered offensive or promotes hatred.
- Pirated/counterfeited products and bootlegs.
- Products that do not meet all applicable health-, safety - and environmental requirements.
- Stolen products.
- Nicotine products.
- Currency, coins, bills, securities, bonds, stocks, or other similar financial products.
- Weapons, hereunder guns and ammunition.
- Products that have import/export restrictions.
- Fur, animal body parts.
- Products including ingredients/parts from endangered animal species.
- Alcoholic beverages.
- Radioactive products and laser products.
- Human body parts.
- Lottery tickets