

Yatta Marketplace

Vendor Agreement

These terms and conditions of service (the “**Agreement**” or “**Vendor Agreement**”) apply to you (“**You**” or “**Vendor**”) for the use of the Yatta Platform as a vendor. Prior to any use of the Yatta Platform as a vendor it is required that You agree to the following Vendor Agreement without change.

If You do not entirely understand or agree to this Vendor Agreement, do not click “Sign in” or “Accept”, and do not use the Yatta Platform as a vendor.

Introduction

(A) Yatta Solutions GmbH, located at Universitätsplatz 12, 34127 Kassel, Germany (“**Yatta**” and together with Vendor the “**Parties**”) operates and maintains the “**Yatta Platform**”. The Yatta Platform combines software and infrastructure services to help businesses build, provide and distribute digital products, services, assets and other content (collectively, “**Solutions**”) to other businesses and end-users.

(B) The “**Yatta Marketplace**” forms part of the Yatta Platform. The Yatta Marketplace, *inter alia*, enables vendors to license and sell Solutions directly to “**Customers**” via (i) the “**Vendor Channels**” (e.g., the Vendor’s website), (ii) the “**Yatta Channels**” (e.g., a marketplace website operated by Yatta and/or an in-app checkout integrated in a suitable application, such as an IDE), and (iii) the “**Partner Channels**” (e.g., the websites of affiliated third-parties (“**Partners**”)) (each a “**Channel**” and together the “**Channels**”).

(C) Payments related to transactions on the licensing and sale of Solutions between Vendor and Customers via the Yatta Marketplace (“**Purchase Transactions**”) will be handled and processed by third-party “**Payment Providers**” (such as Adyen N.V. (“**Adyen**”)) selected by Yatta.

(D) As a condition precedent for accessing and using the Yatta Marketplace as a vendor, and in addition to accepting this Agreement, each Vendor has to have a valid user account for the Yatta Platform (“**Account**”) subject to the applicable terms of service (the “**ToS**”, accessible under <https://www.yatta.de/terms>).

1. Service Description

1.1 The services offered by Yatta to Vendor consist in particular of the following:

- (a) granting Vendor access to the Yatta Marketplace and its Channels after Admission pursuant to section 3;
- (b) enabling and facilitating the execution of Purchase Transactions;
- (c) providing a set of predefined “**EULAs**” (the “**Licensing Framework**”) which Vendor may select and use if suitable for the licensing model(s) of its Solution(s) (see section 7.3);
- (d) granting access to Yatta’s specific license programs for non-commercial and/or marketing purposes, such as the start-up program, the open-source program and the academic program;
- (e) providing integrated services of one or more Payment Providers for the handling and processing of payments related to Purchase Transactions (see section 8);

(f) creating invoices for the Purchase Transaction ("[Invoices](#)") and transmitting such Invoices to Customers, provided that Yatta shall neither have any responsibility for the accuracy nor the successful transmission of the Invoices; and

(g) providing a technical "[License Verification Service](#)" to verify that the Customer is accessing the Solution in accordance with the Solutions' license terms.

1.2 Yatta may, in its discretion and depending on certain factors determined, changed and maintained by Yatta (e.g., quality), list and de-list Solutions of Vendor on the Yatta Channels and the Partner Channels. However, Vendor has no entitlement to be listed on the Yatta Channels or the Partner Channels at all or in a particular position.

1.3 Yatta does not make any commitment as regards the availability and functionality of the Yatta Marketplace and Vendor acknowledges that the Yatta Marketplace may not be available at all times. The backup of data shall be the sole responsibility of Vendor, and Vendor shall backup its data in an appropriate manner. Yatta shall not be responsible for loss of any data.

2. Vendor Account and Vendor Representatives

2.1 Vendor Account

2.1.1 Upon conclusion of this Agreement and completion of Your Admission pursuant to section 3, Yatta will create Your "[Vendor Account](#)". The Vendor Account enables You to use the Yatta Marketplace and its Channels as a vendor and the services listed under section 1.1.

2.1.2 The Vendor Account will be associated with and can be accessed via Your (user) Account as well as the (user) Accounts of Your Vendor Representatives (section 2.2), unless otherwise agreed with Yatta.

2.2 Vendor Representatives

2.2.1 Provided that such individuals (e.g., employees of Vendor) have Accounts in their own name and accepted the ToS, Vendor may authorize these individuals to associate their Accounts with the Vendor Account and to use their Accounts to act in the name and on behalf of Vendor (such individuals the "[Vendor Representatives](#)"). In addition, Vendor may grant specific rights to individual or all Vendor Representatives (e.g., the right to appoint additional individuals as Vendor Representatives).

2.2.2 Vendor is responsible for all activities that occur under the Vendor Account and must ensure that all Vendor Representatives comply with this Agreement and the ToS. All Vendor Representatives are deemed authorized to act in the name and on behalf of Vendor vis-à-vis Yatta and all users of the Yatta Platform (including Customers).

3. Admission

3.1 As a condition precedent for using the Yatta Marketplace and its Channels as a vendor, You must have been admitted by Yatta and must have received a corresponding admission certificate (the "[Admission](#)"). Your Admission to the Yatta Marketplace is at Yatta's discretion and requires (i) a valid (user) Account, (ii) the acceptance of this Agreement, and (iii) the acceptance of the terms and conditions of the respective Payment Provider(s) (the "[Payment Provider Terms](#)") as further set out in section 8. In addition, Yatta suggests and may require that You test the integration of Your Solution with the Yatta Marketplace in the available test environment (the "[Sandbox](#)") prior to Admission subject to the applicable terms and conditions (the "[Sandbox Terms](#)").

3.2 Following Admission, Yatta will (i) provide You with the software required to offer Your Solutions on the Yatta Marketplace (the “Marketplace SDK”) (if not already provided during Your use of the Sandbox), (ii) create Your Vendor Account, and (iii) provide You with the credentials necessary to connect with and access Your Vendor Account and the Yatta Marketplace. You shall keep the Marketplace SDK and the access credentials confidential and protect them against unauthorized access or use by others. The Marketplace SDK shall only be used in compliance with all applicable laws and as permitted by this Agreement. Yatta will provide regular updates of the Marketplace SDK. You are obliged to implement and use the most recent Marketplace SDK available. If such updates concern the functionality or security of the License Verification Service, You are also obliged to update Your licensed Solutions to the extent they use the Marketplace SDK.

4. Licenses

4.1 Subject to Your compliance with the ToS and this Agreement, You are granted a non-exclusive, revocable, non-transferable, worldwide and royalty-free license to download, install, use, compile and implement the Marketplace SDK and distribute it to Customers for the term of this Agreement. You may use and distribute the Marketplace SDK solely in relation to the licensing and sale of Your Solutions via the Yatta Marketplace as permitted by this Agreement.

4.2 You hereby grant to Yatta and its affiliates a non-exclusive, worldwide and royalty-free license to list, host, store, use, and make available to Customers for access, download and/or use, as applicable, the Solution for the purpose of preparing, promoting and executing Purchase Transactions.

4.3 Unless You have opted not to use the Partner Channels, You hereby grant to Yatta and its affiliates the right to transfer or sub-license the license granted under section 4.2 to Partners for the purpose of preparing, promoting and supporting the execution of Purchase Transactions.

4.4 You hereby grant to Yatta and its affiliates a non-exclusive, worldwide and royalty-free license to reproduce, display and use Your business’ and Your Solution’s (trade) name, trademarks, trade dress and logos in any form that is customary for the purposes of managing, administering and promoting the Yatta Marketplace and/or Yatta Platform.

5. Vendor Obligations

5.1 Permitted Yatta Marketplace Use

5.1.1 On the Yatta Marketplace Vendor may not offer products or services other than Solutions. In case of doubt whether a product or service qualifies as Solution, Vendor shall obtain Yatta’s approval before offering the respective product or service on the Yatta Marketplace.

5.1.2 All Solutions offered must have an accurate product description and clearly specified purchase price (the “Price”). The Price must be inclusive of any customs, import, export, and excise duty, VAT or any other taxes (“Taxes”) which may be applicable. Unless otherwise instructed, Yatta is entitled to convert the price into other currencies and round it to commercially reasonable amounts (“pretty pricing”).

5.1.3 With regard to the Yatta Marketplace, Vendor shall:

- (a) implement and maintain state of the art technical and organizational data security measures in order to protect any information received in relation to the execution and fulfilment of Purchase Transactions;
- (b) not charge or seek to charge the Customer for any Taxes or costs which are additional to the Price displayed for the Solution on the Yatta Marketplace;

- (c) not publicly offer the Solution(s) itself or via third parties at Prices lower than those at the Yatta Marketplace;
- (d) reasonably cooperate with Yatta in investigating third-party attacks of the Yatta Marketplace;
- (e) inform Yatta as soon as reasonably possible about technical changes in Vendor's operations if such changes could have a negative effect on the reputation, operation or security of the Yatta Marketplace; and
- (f) refrain from any actions that have a negative impact on the reputation, operation or security of the Yatta Marketplace.

5.1.4 With regard to Solutions, Vendor shall:

- (a) ensure that the Solutions and any data or files uploaded on the Yatta Marketplace
 - are free of any viruses, worms, trojan horses and other malicious code;
 - are in compliance with applicable legal or governmental requirements (including, where Solutions are sold internationally, the law of the destination country);
 - are in compliance with the applicable Payment Provider Terms (e.g., not considered "prohibited and restricted products & services" by Adyen, as defined under <https://www.adyen.com/legal/list-restricted-prohibited>);
 - are not designed to support preparing or committing criminal offenses; and
 - do not violate or infringe any third-parties' rights, in particular intellectual property rights (such as trademarks and copyrights).
- (b) ensure that any applicable EULA are in compliance with the license under which the Solution is operated, unless Vendor uses EULA from the Licensing Framework;
- (c) not sell and export Solutions to individuals, organizations, entities or countries to which such sale and export is restricted or prohibited by law (e.g., due to embargoes or sanctions imposed by the EU, the UN, the U.S. Department of Commerce, the U.S. Department of State, the U.S. Department of Treasury, or any other public authority);
- (d) maintain and update Solutions; for the avoidance of doubt, Yatta will not perform any support services regarding Vendor's Solutions and Customers will be instructed to approach Vendor directly for any defects or performance issues of the Solutions;
- (e) inform the Customer of any age or other restrictions that apply to the use of any Solutions; and
- (f) conduct regular audits to ensure ongoing compliance of the Solutions with the obligations under section 5.1.4.

5.2 IP Protection

5.2.1 Vendor shall not, and not assist, authorize or actively encourage others, to copy, rebuild or replicate the Yatta Marketplace or develop, be engaged in or provide any products or services that aim at enabling third-party vendors to license and sell Solutions to Customers (e.g., by means of an in-app checkout integrated in a suitable application, such as an IDE).

5.2.2 Vendor shall not, and not assist, authorize or encourage others, to copy (except as expressly permitted by this Agreement), decompile, reverse-engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Marketplace SDK or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of third-party components (especially open-source software) included within the Marketplace SDK).

5.3 Breach of Vendor Obligations

5.3.1 If Vendor or the Solution offered fail to comply with one or more of the requirements of this section 5, Yatta has the right to (i) remove the Solution from the Yatta Marketplace, (ii) suspend or disable the use of Solutions acquired through the Yatta Marketplace, and/or (iii) revoke Admission and/or terminate this Agreement for cause.

5.3.2 Vendor shall reimburse Yatta for all losses that Yatta may suffer and indemnify and hold harmless Yatta from all third-party claims that may arise (including reasonable legal expenses), as a result of Vendor's breach of any of the requirements under this section 5. The foregoing applies *mutatis mutandis* to all third-party claims on the grounds that the display and/or the distribution of a Solution and/or the display of Vendor's business' and Solution's (trade) name, trademarks, trade dress and logos in accordance with this Agreement infringes the intellectual property rights or other rights of any third party, irrespective of the claim's success.

6. Representations

You hereby represent and warrant that

- (a) You have all requisite power and authority to enter into this Agreement and perform Your obligations hereunder;
- (b) You are and act as an entrepreneur (*Unternehmer*) pursuant to section 14 para. 1 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*) when promoting and offering Solutions on the Yatta Marketplace;
- (c) the information and data provided by You required to perform a know your customer ("KYC") background check (see section 8.1.1) is accurate;
- (d) You and Yatta are independent businesses, and nothing in this Agreement will be construed to create a partnership, joint venture or franchise between the Parties;
- (e) You are not subject to embargoes or sanctions or included on any list of restricted, prohibited or denied parties (e.g., the lists maintained by the EU, the UN, the U.S. Department of Commerce, the U.S. Department of State, the U.S. Department of Treasury, or any other public authority) or owned or controlled by such party; and
- (f) You comply and will comply with all laws applicable to You and Your performance of this Agreement.

7. Vendor Solution Contract

7.1 The contract on the Purchase Transaction (the "**Vendor Solution Contract**") shall exclusively be concluded between Vendor and the respective Customer, usually in the form of an EULA. Yatta shall have the right to act as representative of receipt (*Empfangsvertreter*) of Vendor under the Vendor Solution Contract, but shall not be a party or otherwise be involved in the Vendor Solution Contract and shall have no obligation thereunder.

7.2 It is the sole responsibility of Vendor to validate and assess the identity, solvency and the power to enter into contract of the Customer with whom a Vendor Solution Contract is concluded. The fulfillment of any Vendor Solution Contract shall exclusively be dealt with between Vendor and Customer. Yatta neither guarantees nor warrants the fulfillment of any Vendor Solution Contract, including the payment of the Price.

7.3 If Vendor does not provide Customer with its individual Vendor Solution Contract, Vendor hereby agrees to use the most current version of the predefined EULA from Yatta's Licensing

Framework. Yatta reserves the right to amend the EULA on behalf of Vendor from time to time, as agreed between Vendor and Customer in the EULA. All such amendments to the EULA are deemed approved by Vendor if Vendor does not object within 30 days after notification of the amendments.

8. Payment Processing

8.1 Payment Provider Terms

8.1.1 The payment related to the Purchase Transaction is handled and processed by the Payment Provider on behalf of Vendor. For this purpose, Vendor has to (i) accept the applicable Payment Provider Terms (each as specified by Yatta from time to time), and (ii) provide Yatta with all information and data required to perform a KYC background check, which will be performed by the Payment Provider. The Payment Provider Terms may be amended from time to time. In such case, section 14 shall apply *mutatis mutandis*.

8.1.2 Vendor acknowledges that sales to Customers in different jurisdictions may require different Payment Providers and Payment Provider Terms and that Yatta may replace existing or select additional Payment Providers. If more than one Payment Provider is eligible for payment processing related to the Purchase Transaction, Yatta shall select the Payment Provider that will handle and process the payment.

8.1.3 Vendor hereby authorizes Yatta to take on its behalf all reasonable and appropriate actions towards the Payment Provider in relation to the handling and processing of the payments related to the Purchase Transactions (e.g., give instructions regarding Payouts (see section 8.2.2 below) to Vendor, agree on the payment methods available).

8.2 Payment Methods and Payouts

8.2.1 Yatta shall ensure that an adequate number of payment methods are available to execute the Purchase Transaction. Depending on the domiciles of Vendor and Customer as well as the risk assessment of the Customer some customary payment methods might not be offered in individual cases.

8.2.2 The Payment Provider will receive the Price from the Customer on behalf of Vendor. Unless otherwise agreed with Yatta, Vendor shall receive from the Payment Provider monthly in arrears the "Payout" of:

(a) the aggregate of the Prices paid by Customers under the Vendor Solution Contracts in the respective month (the "Transaction Volume"), less (i) the aggregate of the Marketplace Fees (section 9.1) in the respective month, (ii) any amounts or costs attributable to Reverse Transactions (section 8.3.1), (iii) any withheld Security Deposits (section 8.3.2), and (iv) Taxes or duties applicable to (i) through (iii); and

(b) the Security Deposits (section 8.3.2) regarding which the retention period has lapsed, but only to the extent that these have not been used to cover any amounts or costs attributable to Reverse Transactions (section 8.3.1).

8.2.3 The Payouts shall be made to a bank account specified by Vendor (the "Vendor Bank Account"). The Vendor Bank Account must be denominated in Euro, or any other currency offered by Yatta.

8.3 Reverse Transactions and Security Deposits

8.3.1 If a Purchase Transaction or the related payment of the Price is revoked, cancelled, rescinded, charged back or otherwise reversed (a "Reverse Transaction"), Vendor shall bear all related costs, unless and only to the extent the event triggering the Reverse Transaction has been caused by Yatta's

gross negligence or willful misconduct. Vendor shall in particular be responsible for (i) reimbursing the Price to the Customer, and (ii) paying the processing costs and fees of the Reverse Transaction to Yatta, as specified in the Fees and Costs Schedule. Vendor may be entitled to a partial reimbursement of the initial Marketplace Fee by Yatta pursuant to the Fees and Costs Schedule, unless and only to the extent the event triggering the Reverse Transaction has been caused by Vendor's gross negligence or willful misconduct. The execution of the Reverse Transaction shall not trigger an (additional) Marketplace Fee.

8.3.2 The Payment Provider may withhold a "Security Deposit" from the Transaction Volume to cover for any amounts or costs attributable to Reverse Transactions. The Security Deposit shall be calculated as a percentage amount of the Transaction Volume and may be withheld for up to six months. Details are specified in the Payment Provider Terms (and set out in the Fees and Costs Schedule for informational purposes).

9. Fees

9.1 If a Purchase Transaction is executed via the Yatta Marketplace, Yatta is entitled to a "Marketplace Fee" from Vendor. The Marketplace Fee shall compensate (i) Yatta for enabling and facilitating the execution of the Purchase Transaction, and (ii) certain third parties (e.g., the Partners and the Payment Provider) for assisting in the execution of the Purchase Transaction.

9.2 The amount of the individual Marketplace Fee is determined pursuant to the Fees and Costs Schedule and depends on the Price as well as the Channel via which the Purchase Transaction is executed.

9.3 The Marketplace Fee (and any applicable Taxes) are due and payable upon conclusion of the Vendor Solution Contract. They will be deducted from the Transaction Volume and collected by the Payment Provider in the name and on behalf of Yatta (see section 8.2.2(a)).

9.4 Invoicing of the Marketplace Fee(s) by Yatta to Vendor may be performed electronically either per executed Purchase Transaction or in periodic intervals (e.g., weekly or monthly).

10. Taxes

10.1 While Yatta may (automatically) calculate and assist in collecting Your Taxes and duties related to the Purchase Transactions, the collection, reporting and payment of any of Your Taxes or duties remains Your responsibility and Yatta assumes no liability in this regard.

10.2 You shall reimburse Yatta for all losses that Yatta may suffer and indemnify and hold harmless Yatta from all third-party claims that may arise (including reasonable legal expenses), as a result of Your failure to collect, report or pay Your Taxes or duties or Your failure to comply with tax registration obligations related to the Purchase Transactions.

10.3 All fees and other payments payable by You to Yatta under this Agreement are exclusive of any applicable Taxes, and You will be responsible for paying Yatta any Taxes imposed on such fees and payments.

11. Term and Termination

11.1 This Agreement is made for an indefinite term. Either Party may terminate this Agreement to the end of a calendar month with a three-month prior notice.

11.2 Either Party has the right to terminate this Agreement with immediate effect for cause if the other Party

- (a) materially breaches any provision of this Agreement which cannot be remedied;
- (b) fails to cure a material breach of this Agreement which can be remedied within a reasonable time period, as specified by the other Party;
- (c) becomes subject to any bankruptcy or insolvency proceeding; or
- (d) terminates or suspends its business.

11.3 This Agreement shall also end automatically if the Vendor Account and/or the (user) Account are disabled by Vendor or Yatta in accordance with this Agreement or the ToS.

11.4 Upon the effective date of termination, (i) Vendor shall no longer be entitled to use the Yatta Marketplace as a vendor, (ii) Vendor shall destroy all copies of the Marketplace SDK in his possession and cease their further use and distribution, and (iii) Yatta shall be entitled to invalidate Vendor's access credentials to the Vendor Account and the Yatta Marketplace.

12. Limitation of Liability

12.1 Nothing in this Agreement (and in particular in this section 12) shall exclude or limit Yatta's liability for:

- (a) death or personal injury;
- (b) gross negligence or willful misconduct;
- (c) fraud or fraudulent misrepresentation;
- (d) any liability under German Product Liability Law; or
- (e) any other liability that cannot be excluded or limited under applicable law.

12.2 In case of ordinary or minor negligence, Yatta shall only be liable for typical and reasonably foreseeable damages suffered as a result of the breach of a fundamental obligation under this Agreement.

12.3 In no event shall Yatta be liable for any damages suffered as a result of a decision by Yatta justified under this Agreement to (i) suspend or terminate Your access to the Yatta Marketplace as a vendor, or (ii) take any other reasonable action during the investigation of a suspected, actual or resulting violation of this Agreement or any other related agreement between You and Yatta (e.g., the ToS).

12.4 The limitations on liability contained in this section 12 shall also apply with regard to any damages caused by Partners or subcontractors of Yatta.

12.5 To the extent that the Yatta Marketplace offers links, or the possibility to link, to databases, websites or other Internet offerings of third parties, Yatta does not assume any liability, in particular with regard to the accessibility, security, content, legal compliance, accuracy, completeness, or currentness of such offerings.

12.6 Yatta shall not be liable for any non-performance or delay in the performance of its obligations, in particular making the Yatta Marketplace and its features available, if and to the extent this is the result of fire, flood, earthquake or other elements of nature, acts of war, terrorism, global disease, rebellion or of similar nature or impact, or other events beyond Yatta's reasonable control.

13. Privacy Policy and Data Processing/Transfer

13.1 Except as otherwise agreed herein, the Yatta Platform and the Yatta Marketplace are subject to Yatta's privacy policy accessible at <https://www.yatta.de/privacy/>.

13.2 Yatta may share any information You provided to perform Your KYC background check with the Payment Provider performing such check.

13.3 With regard to Your use of the Yatta Marketplace, Yatta may share any information on:

- (a) Your business (i.e., Your name, tax and VAT-number, postal address, billing address, billing email address, telephone number and URL);
- (b) Your Vendor Representatives (e.g., names and authorizations granted);
- (c) Your offered Solutions (e.g., name and product ID); and
- (d) the Purchase Transactions (e.g., time and date, names of the contractual partners, payment method and payment details, including currency, Price etc.)

with the third parties involved in assisting in the execution of the Purchase Transaction (e.g., the Partners or the Payment Provider).

14. Updates to this Agreement

Yatta may update this Agreement from time to time. In such case, Yatta shall notify You via email sent to the email address provided within Your Account. You have the right to terminate this Agreement in accordance with section 11 if You do not agree with the changes.

15. Assignment, Set-off and Transfer

15.1 Vendor shall not be entitled to assign any rights or obligations under this Agreement to any third party (including affiliates) without Yatta's prior written approval.

15.2 Yatta has the right to set-off any claims against Vendor under this Agreement against the Payout claims of Vendor (section 8.2.2).

15.3 Vendor may only set-off any amounts against any claims of Yatta under this Agreement if such amounts have not been contested by Yatta or finally determined by a binding court ruling.

15.4 Yatta has the right to assign, novate or otherwise transfer this Agreement to any affiliate without Vendor's prior consent by notifying Vendor of such transfer.

16. Confidentiality

16.1 Each Party shall treat and keep confidential, and not disclose to any third party, the contents of this Agreement and any information exchanged in connection therewith if such information is not publicly known ("**Confidential Information**"). This obligation shall remain in force beyond the term of this Agreement.

16.2 The confidentiality undertaking shall not apply with regard to such information regarding which the recipient of the information is able to provide evidence that the Confidential Information:

- (a) was known to the recipient prior to its disclosure without breach of confidentiality undertakings;
- (b) has become publicly available after disclosure by the recipient without the recipient having contributed to such disclosure; or
- (c) had to be disclosed in order to comply with an order of a court or governmental authority, provided that the recipient has informed the other Party thereof without undue delay such as to enable the other Party to take appropriate measures against such disclosure.

16.3 The recipient may provide its directors, employees, investors, Partners and professional advisors (the “[Permitted Recipients](#)”) with Confidential Information provided that the Permitted Recipient (i) needs to know the Confidential Information, and (ii) is bound by confidentiality obligations at least equivalent to those in this Agreement.

16.4 In addition, Yatta may for purposes of analyzing, tracking, comparing or marketing use and disclose to third parties (in particular potential Customers):

- (a) reference materials of Vendor provided under this Agreement (e.g., description of Solution, articles, citations and pictures);
- (b) anonymized and/or aggregated data on Purchase Transactions (e.g., number of downloads and installations, currency, average Price, local distribution of Customers); and
- (c) any other information that helps Customers to assess the quality of the Solutions offered by Vendor (e.g., number of active users, ratings and reviews by Customers)

unless such disclosure materially impairs legitimate business interests or trade secrets of Vendor.

17. Feedback

You may, at Your sole discretion, provide input, comments and other feedback related to the Yatta Marketplace and the Yatta Platform (e.g., regarding availability and performance) to Yatta (the “[Feedback](#)”). Unless otherwise agreed, such Feedback, however marked, will not create any confidentiality obligation for Yatta. You hereby grant Yatta a non-exclusive, irrevocable, worldwide, royalty-free, and transferable and sub-licensable right to use, reproduce, modify, disclose and otherwise exploit the Feedback in the context of Yatta’s products.

18. Miscellaneous

18.1 The ToS, the Sandbox Terms (if applicable) and this Agreement (including the [Fees and Costs Schedule](#)) constitute the entire agreement between Yatta and Vendor with respect to the services and related subject matter described herein and supersede and extinguish all previous agreements, representations and understandings between them, whether in written or oral form. No variation of this Agreement by Vendor shall be effective unless made in writing. In the event of any conflict or inconsistency between any provision of this Agreement and any provision of the ToS, the provisions in this Agreement shall prevail.

18.2 This Agreement is governed by, and construed in accordance with, the laws of the Federal Republic of Germany. The rules of private international law and the Vienna Convention on the International Sale of Goods (CISG) shall not apply. Exclusive venue for any dispute arising out of or in connection with this Agreement will be the courts in Frankfurt am Main, Germany.

18.3 Should a provision of this Agreement be or become invalid or unenforceable, the validity of the other provisions of this Agreement shall not be affected thereby. The Parties shall replace the invalid or unenforceable provision with a legally valid arrangement that is consistent with the intentions of the Parties to the relevant contract or what would have been the intention of the relevant Parties if they had recognized the invalidity or unenforceability, as the case may be.

18.4 Any notification under this Agreement shall be in text form (written, facsimile transmission, email). Yatta may notify Vendor by sending an email message to Vendor’s email address registered with the Account, or (with regard to general notifications without particular importance) by posting on the Yatta website. For contractual purposes, Vendor consents to receive communications from Yatta electronically and Vendor agrees that all agreements, notices, disclosures and other communications

provided electronically will, unless applicable mandatory law requires otherwise, satisfy any legal requirements that such communications have to be in writing.

Fees and Costs Schedule

to the Vendor Agreement

This Schedule to the Vendor Agreement sets out details on the fees and costs related to the Purchase Transactions executed via the Yatta Marketplace.

1. Marketplace Fee

There are no fixed costs or fees for using the Yatta Marketplace and the services listed under section 1.1 of the Vendor Agreement. The Marketplace Fee owed by Vendor to Yatta is only triggered when a Purchase Transaction is executed. The amount of the Marketplace Fee is then calculated as a percentage of the Price and depends on the Channel via which the Purchase Transaction is executed:

<u>Channel:</u>	<u>Marketplace Fee (percentage of the Price):</u>
Vendor Channel	5 %
Yatta Channel	15 %
Partner Channel	20 %

plus VAT, where applicable. In order to cover the (fixed) fees and costs of the involved third parties (e.g., the Partners and the Payment Providers) for assisting with the execution of the Purchase Transaction, there is a minimum Marketplace Fee of 0.20 EUR per Purchase Transaction.

2. Reverse Transactions

2.1 Fees and costs

The processing fees and costs owed by Vendor to Yatta under the Vendor Agreement for each Reverse Transaction depend on the type of the reversal and amount to the following:

Direct debit chargeback	8.00 EUR
Credit Card ¹ chargeback	8.00 EUR
All other Reverse Transactions	0.10 EUR + 2% of Purchase Price

plus VAT, where applicable. See Vendor Agreement for more information.

¹ For example: VISA Card, MasterCard, Carte Bleue, Postepay, ServiRed, Maestro International.

2.2 Reimbursement of Marketplace Fee

If a Reverse Transaction occurs for which Vendor has already paid the Marketplace Fee, Yatta shall only be entitled to keep a (discounted) Marketplace Fee in the amount of 5 % of the Price, independent of the Channel via which the Purchase Transaction was executed. Any Marketplace Fee paid by Vendor to Yatta in excess of this amount will be reimbursed by Yatta to Vendor.

3. Security Deposit

3.1 Amount and retention period

As further set out in the Payment Provider Terms, the Payment Provider has the right to withhold a Security Deposit to cover for any fees and costs attributable to Reverse Transactions. The amount of the Security Deposits withheld by the Payment Provider as well as the retention period depend on the payment method selected by the Customer:

<u>Payment method:</u>	<u>Amount (of Price) / Retention period:</u>
Direct debit payments	up to 10 % / 180 days
Credit card payments	up to 10 % / 30 days
Other means of payment	up to 10 % / 30 days

Please note: in case a Security Deposits is withheld, it will be released by the Payment Provider after the retention period has lapsed, if and to the extent it has not been used by the Payment Provider to cover any fees and costs attributable to Reverse Transactions (see section 2.1). See Payment Provider Terms for more information.

3.2 Informational purpose

The details on the Security Deposit specified in section 3.1 are for informational purposes only. Legal basis for withholding the Security Deposit is the Payment Provider Terms. In the event of any conflict or inconsistency between the Payment Provider Terms and the above details, the provisions in the Payment Provider Terms shall prevail.