

Gambit trade d.o.o., Savska cesta 3a, Ljubljana, VAT ID no. SI13650203, hereinafter the Administrator and

....., VAT ID no. ...., hereinafter the Trader

hereby enter into the following

## **Enaa Marketplace**

### **Agreement on the Use of Online Sales Services**

#### Article 1

The Administrator shall provide the Trader online sales services through the Enaa website that include:

- the lease of e-shelves for the publication of the Trader's offer in the Enaa online shop;
- access to the Enaa editorial programme for offer editing and publication
- monitoring sales data,
- processing of the customers' distance orders;
- organisation of delivery and issue to customers;
- acceptance and resolving of customer complaints;
- pre- and after-sales assistance to customers.

The Trader is interested in selling through Enaa and using the services of the Administrator under this Agreement. The Trader guarantees that the products and gift vouchers included in its offer can be published and sold via Enaa freely, without special approval or conditions, and that all conditions for the free sale thereof have been fulfilled.

The General Terms and Conditions for the sale of Products and Gift Vouchers for Traders are published on the website [www.ena.com/cms/1586](http://www.ena.com/cms/1586) and are adopted by the Contracting Parties as a part of this Agreement. The Administrator may change the General Terms and Conditions unilaterally for the purpose of alignment with legislative amendments, market changes, technological changes or to provide better or additional opportunities. The Administrator shall inform the Trader of any changes to the General Terms and Conditions at least fifteen days prior to their entry into force.

#### Article 2

The Trader will strive for business excellence, growth in customer satisfaction with its offered range and growth in sales through Enaa by ensuring that its range of products and services, prices and delivery times for its products are regularly updated at Enaa and that orders received are fulfilled by the promised deadlines and in the agreed manner:

- The Trader shall provide descriptions of the offered products and services, which shall include all legally required information and all additional information that the customer expects and needs to make a purchase decision. The Administrator may stop publishing offers that do not meet the Administrator's criteria or edit and expand the descriptions of the offers at its own discretion, as a rule but not exclusively the offers that are accepted by the customers and the Enaa editorial team as the best in individual categories/groups.
- The Trader defines the prices of the products independently, ensuring that they are competitive in comparison with other providers. The retail prices of the Trader's products published on Enaa may not be higher than the prices offered by the Trader at other points of sale. The Administrator may temporarily suspend the publication of the products with prices that are higher than the competitors' prices.
- The Trader is responsible for meeting the published delivery dates. As a rule, the Trader offers products from its own stock or products that can be delivered within 3 days. The Trader may also publish part of the offer with longer delivery times, confirming by such publication that they have adequate guarantees that the delivery will be made within the time limits indicated. In the event of any delays, the Administrator may extend the published delivery times of the Trader accordingly and may afterwards even suspend the publication.

- The Trader will strive for excellent customer experience also in the event of resolving defects, delays and customer complaints. The Trader is fully responsible for guarantees, material errors and all damage, claims and customer complaints related to the products sold through Enaa. The Trader hereby authorises the Administrator to act in accordance with the Consumer Protection Act and other laws governing sales in relationship with the Trader when selling the Trader's products and to comply with the General Terms and Conditions published on Enaa website. The Trader hereby authorises the Administrator to accept claims, manage the procedure and decide on customer requests in the event of returns, complaints and claims from customers. The Trader shall provide the Administrator with the appropriate professional assistance and responsiveness necessary to carry out the procedures in accordance with the time limits prescribed by the applicable legislation, allowing the Administrator sufficient time to actually carry out the procedures.

For the products, services and gift vouchers sold by the Trader through Enaa, the Administrator shall issue the customers an invoice for the goods and services sold in its own name and on its own behalf.

The Trader agrees that the Administrator may offer customers discounts on the prices of the Trader's products for the purpose of promoting sales in a certain product segment or group, attracting new customers, as part of a wider advertising campaign by the Administrator, without specifically notifying the Trader. The cost of these discounts shall be borne by the Administrator.

#### Article 3

The usual manner of delivery is "drop shipping" or direct delivery from the Trader's warehouse to the customer's address. The Administrator shall charge the cost of delivery to the customer.

All goods or just ordered goods that customers choose to pick up at the Enaa pick-up point or that are part of a larger order, which also includes goods from other traders or the Administrator, shall be delivered by the Trader to Enaa free of charge. In doing so, the Administrator shall provide the Trader with free use of the warehouse and packaging. The parties shall agree to organise delivery to the Administrator's address in such a way as to keep delivery costs to a minimum, normally with twice-weekly or at least weekly deliveries. The Trader may, with the prior agreement of the Administrator, include these average costs and increase the published retail prices on Enaa.com accordingly. In order to simplify their cooperation and to ensure faster delivery to customers, the Contracting Parties may also agree on the delivery of selected products from the warehouse of the Administrator. The Administrator shall provide free-of-charge use of the warehouse and packaging for products ordered by customers on a daily basis, usually at least ten products per week, and for bestsellers, to Traders with a turnover of more than EUR 50,000.00 per year, all for the quantities sufficient to cover 14-day sales.

Under this Agreement, the Administrator can return the Trader's products that have been in stock for more than 30 days, as well as products that have not been picked up by the customers or have been returned in accordance with the law, all at net purchase value. In this case, the Administrator and the Trader may also agree to purchase on a stock basis in accordance with Article 9 of this Agreement, too.

#### Article 4

The Contracting Parties agree that the Trader shall pay monthly rent to the Administrator for the use of Enaa according to the Price List of Enaa services valid at the time of the issuance of the invoice ([www.ena.com/cms/1583](http://www.ena.com/cms/1583)), which is an integral part of this Agreement. The Administrator can change the price list. It shall notify all changes to the Trader at least fifteen days before the effective date.

The Trader rents space for the publication (select and circle one option) :

- up to 20 offers at a price of 20,00 € + VAT per month
- 21 to 50 offers at a price of 30,00 € + VAT per month
- 51 to 100 offers at a price of 40,00 € + VAT per month
- 101 to 250 offers at a price of 50,00 € + VAT per month
- 251 to 2000 offers at a price of 80,00 € + VAT per month
- for more than 2000 offers; rental price negotiable

The Trader may change the number of products to be published. The change will be taken into account by the Administrator when invoicing the rental fee from the first day of the month following receipt of the notification or the new

balance.

The Trader shall pay the rent for each month by the 15th day of the month for the current month; the first rent shall be paid on the basis of the issued invoice within 8 days of signing the Agreement. The first rent shall cover the period of the first month until at least the end of the following month. The Administrator shall not issue the invoice for the second rent until the publication of the Trader' offer.

Additional services and products ordered by the Trader from the Administrator according to this Agreement shall be paid for by the Trader within 15 days of receiving the Administrator's invoice.

#### Article 5

Typical minimum commission / discount for Enaa:

- 8% for all published offers in the value exceeding €100.00 / piece
- 13% for published offers in the value up to € 50.00 / piece
- 18% for published offers in the value up to € 30.00 / piece
- 23% for published offers in the value up to € 20.00 / piece
- 28% for published offers in the value up to € 10.00 / piece

The base fee for advertising:

- 2% of the realised sales

The Contracting Parties may agree on special commercial terms for the preparation and implementation of advertising-supported campaigns on a case-by-case basis.

The commission/rebate for the sale of products in individual selected categories/groups may differ from the normal minimum commission/rebate, subject to the Administrator ensuring that the conditions are equal for all Traders with offers in the selected category/group.

The Trader may grant the Administrator a higher commission/rebate, higher advertising commission or post-rebate. The difference above the minimum commission/rebate will be used by the Administrator to cover the cost of additional advertising in accordance with Article 6 of this Agreement.

The Trader shall issue the Administrator an invoice for the goods previously sold under this Agreement through Enaa no more than twice a month, presumably on the 15th and last day of the month, falling due in 30 days. If individual invoices are less than one hundred euros (€ 100.00), the Administrator can settle them once a month, on the last day of the month.

The Administrator can change the commercial terms, if the expected annual sales volume, the number of usually published offers or the average value of the goods per shipment change by more than 20% compared to the figures provided at the time of the conclusion of the Agreement.

#### Article 6

The base advertising fee is used by the Administrator to cover the following costs:

- highlighting the best offers in each Enaa category/group, section and landing page for individual target customer groups (consumers, companies, ...), with the same rules for all: for all generic displays, the offers with the highest Enaa rating proportional to the sales results are highlighted
- the editorial team, which selects the best offers for publication in mailings, campaigns, Facebook wall, Instagram wall, etc.
- advertising the entire Enaa offer via Google Ads,
- providing a structure that allows for higher ranking of groups/categories in Google search results. The Administrator provides additional advertising services to the Trader according to the price list published on [www.ena.com/cms/1584](http://www.ena.com/cms/1584)

The Administrator shall allocate funds to a Trader who has in a particular quarter exceeded sales of EUR 25,000.00 for advertising in the following period, equal to the difference between the amount for the commission/rebate and advertising commission, agreed in Article 5 of this Agreement, and the amount actually realised:

- the higher commission/rebate during the same period

- the higher of the commission/rebate and the post-rebate or a credit note for the agreed turnover achieved during the period.

#### Article 7

Through the Enea programme for offer editing and monitoring sales data, the Administrator enables the Trader to view basic data on the best-selling products and groups, comparisons and ongoing monitoring of business. Access to available data may be subject to the Trader's sales results.

#### Article 8

The Trader must comply with the promised delivery times. If the Trader cannot fulfil an order within the delivery time published on Enea, it must immediately notify the Administrator and propose a solution:

- a new suitable delivery date;
- substituting the ordered product that it cannot deliver in reasonable time with a better product at the same price;

and offer the customer, at its request, adequate compensation due to failure to fulfil the contractual obligations. If a better substitute product is delivered, the price difference between the ordered and delivered products can be counted as compensation.

In all cases, the commission/rebate of the Administrator shall remain as defined in this Agreement.

#### Article 9

The commercial terms and conditions for stock purchases, bulk purchases, projects, tenders and similar cases shall be agreed separately by the Contracting Parties.

The prices of products sold from its own stock may be independently determined by the Administrator.

#### Article 10

The Trader shall not use the Enea trademark outside the scope of this Agreement or transfer such right onto a third party. The Trader shall allow the Administrator to use the contents on the sales programme which the former conveyed to the latter itself or which the former published on the Enea server itself. The Trader is aware that its offers will remain published on the Administrator's server as undeliverable after the cooperation has ended.

The Trader explicitly declares that it holds appropriate copyrights and other intellectual property rights in relation to the published content and that the execution of the right and the obligations stated herein does not infringe upon any rights of third parties. Thus, it assumes all the legal consequences that might arise due to a violation or unsettled affairs in relation to copyrights and intellectual property rights related thereto.

#### Article 11

Customer data are the property of the Administrator. The Administrator has acquired consent from the customers for the exclusive use of such data for the fulfilment of an order through Enea and is not permitted to communicate them to other persons.

The Administrator shall forward the Administrator only the data necessary to execute the order. The Trader may use the data received solely for the execution of accepted orders. The Trader shall not use the data received in its own promotion deals or in any other manner. The Trader may not forward the data to a third party in any form.

#### Article 12

In accordance with the current regulations on the protection of personal data and the General Data Protection Regulation (GDPR), the Contracting Parties agree that personal data received based on this Agreement, presumed to be the data of contact persons or the holder of rights and obligations under the Agreement (name, surname, telephone number, e-mail), shall be used exclusively for the purposes of performing and implementing this Agreement, which includes resolving potential complaints arising herefrom and processing of such data during the term of this

Agreement and for 5 years after its termination or for as long as is necessary until the expiry of the retention period and the period required for the enforcement of claims from this contractual relationship.

The Contracting Parties shall inform each other of any changes of the above-mentioned data in writing; the change shall take effect as of the day such information is received.

The Contracting Parties shall provide the conditions and measures to ensure the protection of personal data and prevent any abuse, in accordance with and within the meaning of the provisions of the said regulations, primarily by ensuring the confidentiality, accessibility and integrity of personal data, which is also manifested by ensuring the exercising of data subjects' rights.

Under the conditions laid down in the applicable regulations, a data subject has the right to access personal data, to rectification, to erasure, to restriction of processing, to data portability, to object, to non-automated decision-making, to lodge a complaint with a supervisory authority and to withdraw his or her consent to processing. Any additional questions related to the protection of personal data and the exercise of rights may be referred to the personal data protection officer at each Contracting Party.

More details regarding the processing of personal data can be published by each of the Contracting Parties on its website, on links containing the keywords personal data protection policy/rules/statement, which shall be aligned in accordance with applicable regulations and best practices.

If the Contracting Parties process any other personal data within the framework of this contractual relationship, the purpose and scope of which is not specified herein, they shall conclude a separate contract on the processing of personal data.

#### Article 13

The Contracting Parties shall mutually protect as a business secret all information of a technical and business nature to which they have access in relation to the performance of this Agreement.

#### Article 14

In the event that the Administrator receives a claim or a legal action is filed against it claiming that an infringement of the rights of third parties or damage occurred in relation to the sale of products and services of the Trader that is attributable to the Trader (product quality, delays, material defects, type approvals, warranty certificates, servicing, faulty documentation, declarations and similar), the Trader undertakes to hold harmless and protect the Administrator in relation to such claims (including entering a legal action, if necessary), agreed damages and/or other compensation payable by the Administrator to third parties (including the costs and attorney fees), subject to these conditions:

- the Administrator shall notify the Trader of a potential claim or legal action, an inspection or minor offence procedure initiated (hereinafter collectively: claims);
- upon the request of the Trader, the Administrator shall provide it all the necessary information it has that is necessary for the defence of the rights of the Administrator and the Trader;
- upon the request of the Trader, the Administrator shall cooperate and offer assistance to the former within the scope of its justified claims in the defence against such a claim or legal action.

#### Article 15

The Contracting Parties shall not be liable to each other for the fulfilment or delay in the fulfilment of any of their contractual obligations that can be attributed to any cause outside their reasonable control.

All circumstances that occur after the conclusion of this Agreement independent of the will of either Contracting Party that may disable or represent significant hardship in terms of the fulfilment of the Agreement and that the Contracting Parties can neither foresee nor prevent may give rise to the Contracting Parties being relieved of their duties. Such circumstances are, among others, partial or general mobilisation, an epidemic, an earthquake, full or partial interruption of work, a fire, a flood or other event of force majeure.

The Contracting Party that is relieved of its duties due to the circumstances stated above shall immediately notify the other Contracting Party of the occurrence and the cessation of such circumstances.

Article 16

This Agreement is concluded for an indefinite period and shall take effect when signed by both Contracting Parties. Either Contracting party may terminate this Agreement with one-month's notice without stating the reason. The notice period begins on the first day of the month following the month in which the other Contracting Party receives the notice of termination. The termination date shall be the day on which a Contracting Party is delivered the termination notice in writing. A notification via e-mail is also considered written notification. Within 15 days after receiving the Administrator's notification of amendments to the General Terms and Conditions, the Trader may cancel the Agreement by written notice to the Administrator effective on the date of entry into force of the amendments.

Article 17

The Contracting Parties agree to amicably resolve any disputes arising from or related to this Agreement. Should this fail, the Contracting Parties agree that the disputes shall be referred to the court of jurisdiction in Ljubljana. This Agreement is made in two copies, of which each Contracting Party shall receive one.

Made on:

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**ADMINISTRATOR:**

Gambit trade d.o.o.

Aljoša Domijan  
Director .....

Andrej Sukič  
Director .....

**TRADER:**

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