

GENERAL TERMS AND CONDITIONS

ON THE USE OF THE SERVICES NB 360° and LOCAL

These **General Terms** and Conditions are intended to regulate the relationships between:

„Next Basket Trading“ **EOOD**, UIC 206876543, with a seat and registered address of management: Sofia city, ZIP 1142, ul. Gen. Gurko № 64, (referred to as „**NB**“)

and

its counterparties (referred to as „Partner(s)/Business user(s)“), related to the use of the **NB 360°** and **LOCAL** services provided by **NB**.

These **General Terms** and Conditions constitute a legally binding document between **NB** and the relevant Partner (collectively referred to as “the Parties”), the acceptance and observance of which, together with the conclusion of an individual contract (the Contract) between the parties, constitutes a mandatory condition for the use of the **NB 360°** services provided by **NB** and/or **LOCAL**.

DEFINITIONS

The listed here-bellow terms will be used in the present **General Terms** and Conditions with the following meaning:

“**Management of the Partner’s online business**” means **NB**’s work with the online store administration, as well as the integrated management and monitoring of advertising, sales, warehouse (if a **NB** warehouse is used) and courier processes. Delivery of products intended for online sales is the responsibility of the Partner. In this mode of operation, the Partner has the right to passively monitor the Platform Administration.

“**NB 360°**” is a service and option for using the Platform provided by **NB**, including the creation of one or more Electronic stores and management of the Partner’s online business, as well as other services described on the page <https://nextbasket.com/>.

“**LOCAL**” is a service and an option for using the Platform provided by **NB** to Partners who have one or more physical stores, including the creation and the management of the Partner’s Online Store(s), interconnected by software to the physical store(s), as well as other services described on the page https://nextbasket.com. In this option, the goods are stored in the Partner’s physical store and it serves as a

warehouse for the Online store.

“The Platform” means a specialized software product that allows the creation, storage, management and use of Electronic Stores for online commerce, consisting of integrated Modules that cover the processes of a modern online store.

“Platform Administration” means a software application that is not visible to end customers. It serves to manage all functions of the online store. The access to it is by means of a password.

“Partner” means a business user of the Platform, which can be any legal entity and natural person who uses the services of **NB** and the Platform, acting in a commercial or professional capacity, to offer to the users - End customers, goods or services related to its/his/her own commercial activity, through an online store created and managed by **NB**.

“End customer” is a natural or legal entity who is an end user of an Online Store created through the Platform and makes purchases from it.

“Online/Electronic Store” means an organized remote e-commerce system with a web address that provides End Customers with information about the Partner’s Products/Goods and their purchase options.

“Material/s” means trademarks, copyrighted content, as well as any photos, videos, graphics, audio files, information or other data provided to **NB** by the Partner.

“Illegal content” means information that, by itself or in connection with the activity carried out by the Platform Partner, is not in accordance with the law of Bulgaria or the European Union.

“Products”/“Goods” means the items intended for online sale, including their description, pictures and price.

“Warehouse” and **“Fulfillment Warehouse”** means premises used for fulfillment services according to **NB’s General Terms** and Conditions for the Use of Fulfillment Services.

“Product/Goods” means any item offered for sale by the Partner to End Customers through an Online Store created through the Platform.

“Services” are all additional activities that are not part of the software capabilities of the Platform, but are performed by employees or subcontractors of **NB**.

“Mandatory services” are those free and paid services without which the Online Store would not be able to carry out the minimum business processes.

“Features” are all features of the Platform that are part of its software code.

“Integrations” are all functionalities embedded in the Platform and services provided by third parties.

“A Module” is a Functionality or Integration designed as a separate option, with a price for it alone.

“ERP system” (Enterprise Resource Planning) is a specialized software for managing business processes in the Partner’s physical store, including but not limited to: warehouse in the store, cash operations, sales, invoicing, returns, cancellations, inventory.

The owner of the ERP system is **NB**, and the user is the Partner

NB has built a software link between the ERP system and the e-Store Management Platform, thus ensuring the connection between the physical and the online stores

“Site/s” is the **NB** webpage available at the following address:
<https://nextbasket.com/>

“GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the physical persons’ protection with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).

“Fulfillment Agreement” is a separate agreement concluded between the parties when the Partner uses a warehouse for storing the Goods provided by **NB**. The present **General Terms** and Conditions do not regulate this contract in any way

“Agreement” means the agreement (service agreement) between **NB** and the relevant Partner, which creates and governs their relationship in connection with the provision and use of the **NB 360°** and/or **LOCAL** service.

TERMS OF USE OF THE PLATFORM AND THE NB 360°

and LOCAL SERVICES

- 2.1** The use of the **NB 360°** or **LOCAL** service is possible after registering in the administrative part of the Site at the following address: https://my.nextbasket.shop/bg_BG/login , after concluding an Agreement with **NB** and signing it.
- 2.2.** The use of the Platform for the purpose of creating and managing an online store is an unseparable part of using the **NB 360°** or **LOCAL** services.
- 2.3.** The Partners receive the right for the period of validity of the Agreement concluded with **NB** to use the Platform and its Modules and functionalities that are provided as part of the **NB 360°** or **LOCAL** service.
- 2.4.** Use of the Platform by the Parties:
- 2.4.1.** **NB** undertakes to provide the Partner with the necessary access to use the Platform no later than 10 days after concluding the Agreement.
- 2.4.2.** **NB** has the right to use the Platform on behalf of the Partner for the purposes of fulfilling its obligations under the Agreement.
- 2.4.3.** The Partner may access the Platform through its employees and representatives, but may not perform actions that could in any way affect the work of **NB** (for example, to erase, to add information or other objects, to obstruct **NB**'s access to the Platform or its ability to fulfill its obligations and the like).
- 2.5.** The Partner is obliged to use the Platform in such a way as not to violate the law and/or the rights of third parties. **NB** has the right to restrict access, block or remove Illegal Content uploaded to the Platform, as well as to terminate the Agreement on this basis.
- 2.6.** The provisions in the Contracts will apply for any issues that are not settled in these **General Terms** and Conditions. In the event of a conflict between the provisions of the Agreement and the **General Terms** and Conditions, the provisions of the Agreement will be applicable.
- 2.7.** **NB** has the right to change the package of free services provided by **NB 360°** or **LOCAL**
- 2.8.** The performance of the services contained in the “Paid Services” section of the above pages is subject to additional negotiation between the Parties. For the use of these services, the Partner owes additional payment.
- 2.9.** The Parties are to sign a separate Fulfillment Agreement when the Partner wishes to entrust **NB** with the execution of warehouse services.

III. ONLINE STORE DEVELOPMENT PROCESS

3.1. When the **NB 360°** or **LOCAL** service includes the development of a specific object (such as the development of one or more Online Stores, individual pages of the Online Stores, creation of a link to the European Commission platform for online dispute resolution, and the like) that requires the transmission of a result, the Parties will comply with the procedure for development of an Online Store set forth in this section to the extent appropriate and permissible.

3.2. In view of the vision of the Online Store, it can be:

3.2.1. Standard – where the Partner chooses a theme for the Online Store from those available on the Platform and this theme is free;

3.2.2. Non-standard - in which the Partner wants to create its/her/his own design of the Online Store or has chosen a ready-made theme, but requests essential changes to it. This service is paid for by the Partner.

3.3. Procedure for development of an Online Store/s:

3.3.1. Prior to commencing work on developing the Online Store the parties agree on a convenient time and manner to consult its specific design, style, merchandise to be offered through it and other features of the Online Store.

3.3.2. The Partner can assign **NB** to create all or part of the materials related to the development of the Online Store (text, company mark/logo, photos, graphic materials, video materials and the like).

3.3.3. In the event that the Partner chooses to deliver all or part of the materials necessary for the creation and management of the Online Store, he should deliver them to **NB** within the time limit set by **NB**.

3.3.4. If the Contract has a fixed term, then the term for developing the Online Store starts from the receipt of all necessary materials and information provided by the Partner, such as this

3.3.5. In case of delayed provision of materials or assistance, the term is extended by the time of delay.

3.3.6. Within 5 (five) calendar days after the receipt of **NB**'s notification of completion of the work, the Partner has to review the work for defects and to inform **NB** in writing about them, as well as about the actions he/she/it wishes to be taken to eliminate them. The lack of specific objections by the Partner received within the specified period is to be considered an approval of the submitted work.

3.3.7. Should defects be discovered the Partner has the right to request their correction within a period of not longer than 10 (ten) working days.

3.3.8. **NB** may refuse to perform corrections claimed by the Partner in the performed work giving its reasons and without being responsible for this when the corrections do not correspond to what was agreed between the Parties or if their performance would lead to more or greater defects of the work result.

3.3.9. In the event that the Partner's requests and objections represent a deviation

may refuse to perform the desired additional work unless paid for it as a Non-Standard Online Store.

IV. ONLINE STORE MANAGEMENT SERVICE

- 4.1. The **NB 360°** or **LOCAL** service includes a service for managing the Partner's Online Store, with **NB** reporting its activity in fulfillment of the Agreement, according to the conditions of below.
- 4.2. The Partner has real-time access to the administration of the Electronic Store and to the reporting documents generated by the Platform's functionalities, through which he can follow in detail the management of his Online Store by **NB**.
- 4.3. **NB** generates and sends to the Partner every week reports, and when in periods of active marketing companies it sends such reports every day, on sales and expenses related to the activity of the Online Store. In order to receive a report every day, the Partner has to state this wish.
- 4.4. The Partner has the right to ask questions and to request clarifications from **NB** in connection with the management of the Online Store, as long as this is done in a way that does not excessively complicate the work and does not interfere with the operational independence of **NB**.

V. PAYMENTS

- 5.1. The methods of payment of the amounts of online sales received by the End Customers are determined in the following ways:
 - 5.1.1. When the Goods are in **NB's** warehouse, the income from payments of End Customers passes through **NB**.
 - 5.1.2. **NB** will regularly transfer all amounts received to the Partner - at least once a month or when the amount exceeds 1,000 (one thousand) euros, deducting all bank fees related to the execution of the money transfers.
 - 5.1.3. When the Goods are in the Partner's warehouse in the **NB 360°** option, payments from End Customers are received in the Partner's bank account.
 - 5.1.4. When the **LOCAL** option is used, payments from End Customers are deposited into the Partner's bank account.
- 5.2. 1. The Partner owes remuneration for all activities performed by **NB**
- 5.2.2. The amount of remuneration is determined in the Agreement
- 5.2.3. In the event that the Partner is in arrears in paying its obligations to **NB**, the latter has the right to get satisfaction from the payments collected on behalf of the Partner from Customers.
- 5.2.4. In the sense of the above point, **NB** has the right to retain the amount collected and to transfer the corresponding due funds to itself, and then

to transfer the remainder to the Partner.

VI. STORAGE AND LOGISTICS

- 6.1.** The Partner may use fulfillment warehouses provided by **NB** or its own warehouses to store the products intended for online sale.
- 6.2.** In case **NB** warehouses are used, the Parties conclude an Agreement for the provision of fulfillment services for each individual warehouse.
- 6.3.** In cases of commissioning an Online Store management service, the Partner authorizes **NB** to manage on its/his/her behalf all warehouse operations when the Goods are in **NB**'s warehouse.

VII. RIGHTS AND OBLIGATIONS OF THE PARTIES

7.1. **NB** undertakes to:

- 7.1.1.** perform the Services and its other obligations, agreed upon in the Agreement concluded between the Parties and in these **General Terms** and Conditions, fully, accurately and with the care of a good merchant;
- 7.1.2.** consult with the Partner and to comply with his/her/its requirements related to the performance of the assigned services, except in cases where these requirements:
 - i.** are against the law
 - ii.** go beyond the scope of the service provided, or
 - iii.** are inappropriate or will result in deficiencies in view of **NB**'s professional experience and knowledge;
- 7.1.3.** comply with the legal requirements, with the requirements and the agreements between the Parties during the creation and the management of the Online Store.

7.2. **NB** has the right to:

- 7.2.1.** receive a remuneration described in the Agreement;
- 7.2.2.** require from the Partner any data, materials, information and documents related to the realization of its obligations;
- 7.2.3.** require the Partner to deliver products for the Online Store;
- 7.2.4.** refer the Partner as its client in advertising and other representative materials, including by publishing links (hyperlinks) to its Online Store for presentation purposes;
- 7.2.5.** assign to a subcontractor/s all or some of its obligations under the Contract;
- 7.2.6.** restrict temporarily End Customers' access to the Partner's Online Store,

in the event that the latter is delayed by more than 30 (thirty) calendar days in fulfilling its obligation to pay remuneration to **NB**.

7.3. The partner undertakes to:

- 7.3.1.** identify persons - employees or representatives with whom **NB** can contact in case of need for assistance or obtaining information;
- 7.3.2.** provide the necessary materials, data, information, documents that **NB** requires to fulfill its obligations, and they should not violate the rights of third parties;
- 7.3.3.** secure independently all licenses, permits and registrations for the lawful sale of the Goods it offers in its Online Store;
- 7.3.4.** perform the activities that are obligatory for him/her/it accurately, lawfully and in good faith - as agreed in the Contract.

7.4. The Partner has the right to:

- 7.4.1.** determine the theme and the style of its/his/her Online Store, the Products it/he/she offers through the Online Store, the way End Customers will pay for the Goods they purchase through the Online Store, etc.;
- 7.4.2.** carry out ongoing control of the fulfillment of **NB**'s obligations at all times without interfering with **NB**.

VIII. TERMINATION OF THE CONTRACT

8.1. Apart from the hypothesis stipulated in the Contract, it may also be terminated:

- 8.1.1.** unilaterally by **NB**, in the event that the Partner is delayed by more than 30 (thirty) calendar days in fulfilling its/his/her obligation to pay remuneration to **NB**, in which case **NB** may suspend the Online Store, as well as access to the Partner's Online Store;
- 8.1.2.** unilaterally by **NB**, in the event that the Partner does not perform any of the activities under the Agreement that are imperative for him/her/it for more than 30 (thirty) days. In this case the termination occurs after a written notice specifying the non-performance and setting a period of 30 days for its removal.

8.2. The following consequences will apply upon termination of the Agreement concluded between the Parties,:

- 8.2.1.** In cases where applicable **NB** undertakes to deliver to the Partner all product descriptions and photos available in the Partner's Online Store within 30 (thirty) calendar days from the date of termination.
- 8.2.2.** The Partner undertakes to pay **NB** all sums due for the services provided before the termination of the Agreement, together with all accrued penalties for delay in performance, if any, within 10 (ten) working days after its termination.

8.2.3. NB does not refund amounts already paid.

8.3. After termination of the Agreement, **NB** is not obliged to maintain an access to and a copy of the data shared by the Partner during the use of the Platform, or to his/her/its Online Stores.

8.4. Provisions in the Agreement and in these **General Terms** and Conditions, which require performance after the termination of the Agreement or refer to events that may occur after the termination of the Agreement, will continue to bind the Parties after the termination of the Agreement. This applies for example to: any agreed consequences upon Agreement termination and all penalty and confidentiality obligations.

IX. INTELLECTUAL PROPERTY

9. The Owner of the Platform and all Online Shops on it, incl. code, functionalities and integrations (front-end software, back-end, administration, ERP system, Fulfillment software, automation, mobile applications and other programs), is **NB**. The Partners get only the right to use it by creating Online Stores and performing other actions on it. To this end:

9.1. NB does not claim ownership over the Materials and other objects of intellectual property that the Partners provide to **NB** in relation to the use of the **NB 360°** and **LOCAL** services.

9.1.1. The Partners guarantee that by providing Materials and any other objects of intellectual property, they do not infringe the rights of third parties;

9.1.2. NB receives a non-exclusive, free of charge, territorially unlimited right to use the Materials and the other objects of intellectual property that the Partners share in relation to the use of the **NB 360°** and **LOCAL** services, for the purposes of fulfilling its obligations under the Agreement.

9.2. NB Intellectual Property:

9.2.1. The Partners declare their awareness and agreement that these **General Terms** and Conditions and the Agreement concluded between them do not grant them any rights in relation to the intellectual property of **NB**;

9.2.2. The Partners may not use trademarks, logos, images, texts, copyrights owned by **NB**, except with an express written permission by **NB**.

9.3. The Partner does not acquire any ownership rights to the Online Store created for his/her/its benefit through the Platform.

- 9.4.** The Partner has the right only to passively monitor his Online Store, as well as the Administration to it, until he/she/it pays the remuneration due to **NB** or until the termination of the Agreement concluded with **NB**.
- 9.5.** In the event of non-fulfillment of an obligation specified in this section, **NB** has the right to terminate the Agreement immediately without notice, as well as to demand compensation for all damages caused by the Partner's conduct.

X. PERSONAL DATA PROTECTION

- 10.1. NB**, in its capacity as a personal data administrator, processes the personal data of the Partners in accordance with the Personal Data Protection Act, Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and on the repeal of Directive 95/46/EC (General Data Protection Regulation) and in accordance with the Privacy Policy.
- 10.2. NB** discloses all the required information under Art. 13 of the GDPR on the following website: <https://nextbasket.com>
- 10.3.** With regard to the data of the natural persons - customers of the Partners, **NB** performs the function of a personal data processor and performs data processing only under the personal data administrator's instructions and with a view to complying with the requirements of the GDPR. In such cases, the **NB** Standard Terms for the Processing of Personal Data will be applicable.

XI. CONFIDENTIAL INFORMATION

- 11.1. NB**, on the one hand, and each Partner, on the other, undertake both during the validity of the Agreement and after the termination of their contractual relationship, indefinitely:
- 1)** not to distribute and/or to disclose on any occasion and in any way and not to allow the disclosure and/or the distribution of confidential information;
 - 2)** not to perform any actions that could jeopardize the confidentiality/confidential character of any confidential information.
- 11.2. "Confidential information"** covers any information, facts, data, documents concerning **NB** or the Partner in an economic, technical, organizational, financial or any other respect:
- i.** which are acquired directly or indirectly in connection with or in relation to the conclusion and execution of the Agreement and the use of the Platform;

- ii. regardless of the form in which they were disclosed or learned by the relevant party;

11.3. It is not a confidential information:

- 1) the one that is publicly available,
- 2) when the relevant party that received the information is obliged to disclose it by virtue of a law or a by-law, an order of a state authority, a competition protection authority or similar;
- 3) when the relevant party who received the information was in lawful possession of it before or at the time of its disclosure;
- 4) the relevant party has lawfully received it from third parties who had the right to disclose it.

XII. LIABILITY

12.1. NB is engaged in providing the Partner with an Online Store and its management services, as well as other related services, but it is not a party to the contracts between the Partner and his/her/its End Customers. The Partner is the one who carries out the business activities of the Online Store and in this sense:

12.1.1. NB is not responsible to the Partner and the End Customers for the delivery of goods purchased through the Online Store, including it is not responsible for receiving the sale price of the offered goods from the End Customers. In cases where **NB** is entrusted with the responsibility of processing complaints on behalf of the Partner, it is not responsible for the outcome of the complaints and its opinions on them.

12.1.2. NB does not guarantee a certain economic result for the Partner and its/his/her Online Store and it is not responsible for any damages, including lost profits, related in any way to unsatisfactory results from using the Online Store, whether due to poor management or not.

12.2. The **NB** advice or the advice of any of its employees provided for the Partner's benefit does not constitute legal, tax or financial advice and should not be accepted as such.

12.3. NB is not responsible for legal, tax or financial decisions made by the Partner as a result of the consultations. This also applies to all documents with legal content that may be prepared by **NB**, but are implemented by and at the responsibility of the Partner.

12.4. NB is not liable for damages resulting from the Partner providing false information about his goods, from providing goods prohibited for sale, from engaging in misleading advertising or other unfair commercial practices, as

well as any other actions that have violated the law or the rights of the End Customers, the copyrights of third parties, the regulations for the protection of personal data, the rules of competition or other legal requirements and norms.

12.5. In the event of a dispute with third parties, as a result of which a pecuniary sanction or other type of punishment (restriction and/or ban) is imposed on **NB**, the Partner undertakes to compensate **NB** for all sanctions, compensations and other costs paid by the latter, arising in connection with and as a result of dishonest or illegal actions or omissions by the Partner.

12.6. Each Partner is responsible for maintaining the security of their account access data. **NB** will be not liable in case of the Partner's loss or damage arising from his/her/its inability to maintain his/her/its Platform access account security.

XIII. FORCE MAJEURE CIRCUMSTANCES

13. NB is not liable for non-fulfillment of its obligations under the Agreement if the non-fulfillment is due to "force majeure" (hereinafter "force majeure event").

13.1. "Force majeure event" includes any circumstance (event) of an extraordinary nature that could not be foreseen or prevented and does not depend on the will of **NB**, such as:

- 1) strikes, blockades or other industrial actions;
- 2) civil disturbances, riots, assaults, terrorist attacks or threats of terrorist attacks, war (whether declared or not) or threat or preparation for war;
- 3) fires, explosions, storms, floods, earthquakes, epidemics and other natural disasters;
- 4) inability to use public or private telecommunications networks;
- 5) any acts, decrees, laws, regulations or restrictions of the government, including those declaring a state of emergency;
- 6) as well as any other event beyond the control of the Parties, which may lead to non-fulfillment of **NB's** obligations.

13.2. NB's performance of its obligations is considered suspended for the period during which the force majeure event continues.

13.3. In the case of impossibility to fulfill obligations due to a force majeure event, **NB** will notify of its occurrence the Partners in writing through its Site or by email, as well as the assumed period of effect and termination of the force majeure event.

13.4 NB will use all reasonable efforts to end the force majeure event or find a

solution to enable it to fulfill its obligations despite it.

XIV. APPLICABLE LAW. DISPUTES

14. The Bulgarian legislation and the EU law will apply to matters not settled in these **General Terms** and Conditions, in the Agreement and in the Platform Terms and Conditions.

14.1. In the event of a legal dispute of any nature between a Partner and **NB**, the Bulgarian law will be applicable. The parties agree to resolve disputes amicably.

14.2. All disputes arising from the Agreement between the Parties, from these **General Terms** and Conditions or related to them, will be resolved by the International Court of Arbitration at the Alliance for Legal Interaction, Sofia, Republic of Bulgaria, in accordance with its Rules for cases based on arbitration agreements.

14.3. The above point also applies to disputes arising from or related to the interpretation, invalidity, fulfilment or termination of the Agreement concluded between the Parties or these **General Terms** and Conditions, as well as those related to the filling in of gaps in the **General Terms** and Conditions or the Agreement between the Parties or their adaptation to new circumstances.

XV. FINAL PROVISIONS

15. These **General Terms** and Conditions are valid and binding the Parties until the termination of the Agreement concluded between them.

15.1. If any of the clauses of these **General Terms** and Conditions or the Agreement prove to be invalid, this will not invalidate the entire Agreement and/or the entire **General Terms** and Conditions and/or individual parts thereof. The invalid clause will be superseded by the mandatory rules of the law or the established practice.

15.2. **NB** reserves the right to unilaterally change these **General Terms** and Conditions at any time, undertaking to notify all Partners/Business Users at least 30 (thirty) days before the amendments take effect by sending a notification to the contact emails provided by them.

15.3. In case of disagreement with the proposed amendments to the **General Terms** and Conditions, the Partner/Business User has the right to terminate

the Agreement before the expiration of the 15-day notice period by sending a written statement to **NB**.

15.4. The lack of an express written statement of termination of the Agreement on the part of the Partner within the 15-day period is to be considered an acceptance of the amended **General Terms** and Conditions.

These **General Terms** and Conditions are effective as of March 22, 2024.