**ASCEND GmbH**
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LEGAL DOCUMENT

# Affiliate and Sales Representative Program – Terms and Conditions

| VERSION | AS OF | TRANSLATION AS OF | LANGUAGE |
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! Translated with AI from German. Only the **German version** is legally valid.

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## Partner Program – Terms and Conditions for Affiliates and Commercial Agents

of ASCEND GmbH, Wilhelm-Spaeth-Straße 2, 90461 Nürnberg (hereinafter referred to as "Ascend")

Annex 1: Remuneration Overview · Annex 2: Advertising Materials and Permissible Channels

## § 1 Scope of Application, Conclusion of Contract

**(1)** These terms and conditions govern the collaboration between Ascend and independent sales partners (hereinafter referred to as "Partner") who recommend, promote, or broker the conclusion of contracts for Ascend's products and services. They apply to goods from the online shop shop.ascend.de, rental equipment, Ascend's services (in particular connectivity, bonding, hosting, web design, as well as WLAN/VPN services), SIM cards and data plans, and satellite data plans.

**(2)** The collaboration is structured under one of two models: **Model A "Affiliate"** (§ 3) – recommendation and advertising partners without authority to represent – or **Model B "Commercial Agent on a Secondary Basis"** (§ 4). The Partner selects the model and, in Model B, the support model (§ 6) in the partner agreement. The remaining provisions apply to both models unless they explicitly apply to only one model.

**(3)** Partners may only be entrepreneurs within the meaning of § 14 of the German Civil Code (BGB) who are not integrated into Ascend's company under employment law. The Partner is free to organize their activities and working hours and bears their entrepreneurial risk independently.

**(4)** The Partner registers in the partner portal my.ascend.de. Ascend activates the partner form. The Partner completes the partner agreement with their details and selections, signs it, and submits it to Ascend. The contract is concluded upon countersignature by Ascend. Ascend is not obliged to accept an application.

**(5)** These terms and conditions apply exclusively. Conflicting or deviating terms and conditions of the Partner shall not become part of the contract unless Ascend expressly agrees to their applicability in text form.

## § 2 Subject Matter; Commissionable Products

**(1)** Commissionable are the product groups listed in the remuneration overview (Annex 1) (hereinafter collectively referred to as the "Products").

**(2)** Ascend may exclude individual products, brands, or product groups from commission or amend rates pursuant to § 18, in particular if manufacturer requirements, price maintenance, or margins necessitate this. The remuneration overview valid at the time of the commissionable transaction shall be decisive.

**(3)** All contracts with customers are concluded exclusively between Ascend and the customer in accordance with Ascend's applicable General Terms and Conditions and prices. The Partner is not authorized to promise prices, discounts, payment or delivery terms, or product features that deviate

from Ascend's published specifications.

**(4)** Ascend's offering is directed at businesses, public authorities, and other institutions (B2B). The Partner may not specifically target consumers and may not use consumer-directed incentives (e.g., vouchers, bonuses, cashback).

## § 3 Model A – Affiliate

**(1) Activity.** The Affiliate recommends products of Ascend on their own online presences, in their own newsletters, social media channels, or in personal contact (hereinafter "target presences") and directs interested parties to Ascend via the advertising materials provided by Ascend (in particular partner links, referral codes, banners, graphics, texts, videos). The Affiliate does not act as a representative; they have no authority to issue or receive declarations on behalf of Ascend.

**(2) Attribution.** A customer is attributed to the Affiliate if they (a) create a customer account or place an order for the first time within 30 days of clicking on the Affiliate's partner link or (b) enter the Affiliate's referral code during registration or ordering. The measurement systems of Ascend shall be decisive. In the case of multiple Affiliates, the last attribution before contract conclusion applies (Last Click); an entered referral code takes precedence. Existing customers—customers who already had a customer account or generated sales with Ascend in the twelve months prior to attribution—are not attributed.

**(3) Obligations.** The Affiliate publishes the advertising materials in accordance with Annex 2 unchanged, clearly visible, and technically functional, and ensures they remain accessible for the duration of the contract. They promptly notify Ascend of any disruptions to the target presences. They safeguard Ascend's economic interests and design their target presences in a manner that does not impair the reputation of Ascend or its products.

**(4) Prohibited** are in particular:

- the visual, content-related, or technical modification of advertising materials without Ascend's prior consent;
- statements or assurances regarding products or Ascend that deviate from the provided advertising materials or other information communicated by Ascend;
- keyword advertising, search engine ads, or domain, username, or trademark registrations using Ascend's identifiers or confusingly similar terms (Brand Bidding);
- setting tracking identifiers without user action (Cookie Dropping), forced clicks, pop-unders, adware, toolbars, or incentivized traffic;
- publishing partner links or referral codes on coupon, cashback, or deal portals without Ascend's consent;
- self-orders and orders by affiliated companies via their own partner links or referral codes;
- advertising via email, messenger, or telephone without the required consent of the recipients;
- public statements, in particular press releases, about Ascend, its business model, corporate policies, operational processes, or other internal information.

**(5) Instructions.** Ascend issues instructions on a case-by-case basis only to the extent necessary for the success or lawfulness of the advertising cooperation. Otherwise, the Affiliate is not bound by instructions.

**(6) No non-compete obligation.** The Affiliate may also promote products from other providers. Derogatory representations of Ascend or its products are prohibited.

## § 4 Model B – Commercial Agent in a Secondary Occupation

**(1) Appointment.** Ascend expressly appoints the Partner as an independent commercial agent in a secondary occupation (§§ 84 para. 1, 92b HGB) to broker transactions concerning the products listed in Annex 1 (brokerage agent). The Partner confirms that they carry out the brokerage in addition to their primary business.

**(2) No Authority to Conclude Contracts.** The commercial agent is not authorized to conclude contracts in the name of Ascend, to accept payments (§ 55 para. 3 HGB), or to make commitments that deviate from Ascend's conditions. Brokered transactions only come into effect upon acceptance by Ascend; Ascend shall promptly notify the commercial agent of the acceptance or rejection of a brokered transaction (§ 86a para. 2 HGB).

**(3) No Territory, No Exclusivity.** The commercial agent is not assigned a territory or a customer base; § 87 para. 2 HGB does not apply. Ascend retains the right to distribute independently, via the online shop, and through other distribution partners.

**(4) Obligations of the Commercial Agent** (§ 86 HGB). The commercial agent shall endeavor to broker transactions and safeguard Ascend's interests in doing so. They shall exclusively use Ascend's current price lists, product information, advertising materials, and contract terms, promptly inform Ascend of each brokered transaction and of circumstances material to the business relationship with the customer (in particular credit risks, complaints, competitive offers), and maintain confidentiality regarding trade and business secrets (§ 90 HGB). During the term of the contract, they may not, without Ascend's consent, represent or distribute products that compete with those listed in Annex 1. No post-contractual non-compete obligation is agreed.

**(5) Obligations of Ascend** (§ 86a HGB). Ascend shall provide the commercial agent with the necessary documents (price lists, product information, contract terms, advertising materials), furnish the information required for the performance of their duties, and settle accounts in accordance with § 5. The commercial agent's rights under § 87c HGB (accounting, extract from the books, information) remain unaffected.

**(6) Conduct.** The commercial agent shall act in business dealings as an independent broker and indicate their status (e.g., "independent distribution partner of ASCEND GmbH"). They shall independently maintain the official registrations required for their activities, in particular the trade registration, and are solely responsible for their tax and social security obligations.

## § 5 Remuneration

**(1) Commissionable Transactions.** The Partner shall receive a commission for transactions concluded by Ascend with a customer assigned to them (§ 3 para. 2) or as a result of the commercial agent's mediation (§ 87 para. 1 HGB), provided the products are designated as commissionable in Annex 1. Subsequent transactions with a recruited customer shall be commissionable for as long as this Agreement remains in force.

**(2) Basis of Assessment** shall be the net invoice amount actually paid by the customer to Ascend (excluding value-added tax), less shipping costs, setup fees, payment and transaction fees, deposits, credits, subsequently granted discounts, and returns. For recurring services (rental, data tariffs, services) and prepaid credit, the paid net fees or net credit top-ups shall form the basis; if credit is refunded, the commission shall lapse accordingly.

**(3) Amount and Duration.** The rates are set out in Annex 1. Remuneration shall be paid on each paid fee for as long as this Agreement remains in force. No claim shall arise for fees that become due after the termination of this Agreement; § 87 para. 3 HGB is hereby excluded to this extent.

**(4) Arising and Lapse of Claim.** The claim shall arise once and to the extent that the customer has fully paid the invoice amount to Ascend. A claim for advance payment under § 87a para. 1 sentence 2 HGB is excluded. The claim shall lapse if it is established that the customer does not perform; any remuneration already paid out shall be reimbursed (§ 87a para. 2 HGB). If Ascend does not execute the transaction for reasons not attributable to Ascend, no claim shall arise (§ 87a para. 3 HGB). The same shall apply in cases of revocation, withdrawal, rescission, reversal, cancellation, or refund, to the extent that Ascend does not retain the consideration as a result.

**(5) No Commission** shall be payable for the Partner's own orders, orders from affiliated companies (§ 15 AktG) or their employees; for transactions with existing customers (§ 3 para. 2), unless Ascend expressly acknowledges the commercial agent's mediation in writing on a case-by-case basis; for transactions demonstrably initiated by Ascend independently of the Partner (e.g., ongoing offers, tenders); or for products excluded in Annex 1 or under § 18.

**(6) Settlement.** Ascend shall settle accounts monthly by the end of the following month. The settlement shall specify the commissionable transactions by date, basis of assessment, and rate; customer data shall only be disclosed to the extent legally permissible and necessary for verification, pseudonymized in Model A. The commercial agent may request an extract from the books and information pursuant to § 87c paras. 2 and 3 HGB. Objections to a settlement must be raised in writing within eight weeks of receipt; the statutory rights under § 87c HGB shall remain unaffected.

**(7) Payment.** The remuneration shall be settled under the credit note procedure (§ 14 para. 2 UStG) and transferred to the account specified by the Partner within 30 days of settlement. In Model A, amounts below €50 net shall be carried forward to the next settlement period and paid out no later than upon termination of the Agreement.

**(8) Value-Added Tax.** The remuneration shall be understood as exclusive of statutory value-added tax, where applicable. The Partner shall inform Ascend of their VAT status (standard taxation, small business under § 19 UStG, registered office in another Member State or third country with a VAT

identification number) and shall promptly notify Ascend of any changes. If the place of performance is abroad, settlement shall be made without VAT (reverse charge). The Partner shall be solely responsible for the taxation of their income.

**(9) Reports.** Ascend shall provide the Partner with reports on assignments and commissionable transactions in the Partner account or as a monthly report.

## § 6 Support Model (Model B)

**(1)** In Model B, the Partner selects in the Partner Agreement either "Support by Ascend" or "1st-Level Support by the Partner." The selected support model applies uniformly to all customers referred by the Partner.

**(2) 1st-Level Support by the Partner.** The Partner accepts fault reports from its customers, handles diagnosis and resolution, and may transfer cases to Ascend at any time. Ascend provides 2nd- and 3rd-Level Support as well as all services related to SIM cards, mobile and satellite data plans, hubs, and replacement devices. The Partner receives the support remuneration as set out in Annex 1. This constitutes payment for a service and is not a commission.

**(3) Support by Ascend.** Ascend provides all support services in accordance with the terms applicable to the customer.

**(4)** Ascend remains the contractual partner vis-à-vis the customer. In the case of 1st-Level Support, the Partner acts as a subcontractor of Ascend. The Partner deploys its own trained employees and obliges them to maintain confidentiality, including with respect to facts subject to the customers' professional secrecy (§ 203 StGB).

**(5)** A change of the support model is possible at the end of a calendar year if it is announced in text form three months in advance. Upon switching to "Support by Ascend," the support remuneration ceases.

## § 7 Portal Access (Model B)

**(1) InControl.** The Partner is provided with its own organization containing the devices of its referred customers. For 1st-level support provided by the Partner, it may view and configure these devices; otherwise, it may only view them.

**(2) Ascend Connect.** Currently, there is no access to SIM management; the Partner can view data usage in InControl. If Ascend provides access, the Partner will receive read-only rights for the status of its customers' SIM cards; Ascend will notify the Partner of this in writing. Activation, blocking, tariff changes, and replacement are carried out exclusively by Ascend.

**(3)** The Partner is liable for damages resulting from configuration changes made by itself or its employees. Access credentials are personal and must not be shared. Ascend may immediately block access in cases of misuse or security risks.

## § 8 Customer Protection

**(1)** Customers referred by the Partner or assigned to the Partner and accepted by Ascend are protected for the duration of this Agreement. Ascend will not poach them in order to supply them without the Partner. If a protected customer directly contacts Ascend, they remain assigned to the Partner.

**(2)** During the term of this Agreement, the Partner shall not poach protected customers for comparable services offered by other providers.

**(3)** Customer protection ends with this Agreement. No post-contractual non-compete obligation is agreed.

## § 9 No Impermissible Benefits

**(1)** Commissions and remuneration shall be paid exclusively between Ascend and the Partner as companies.

**(2)** Neither Ascend nor the Partner shall grant benefits to customers, their owners, or employees in connection with the mediation. This applies in particular to members of the healthcare professions (§§ 299a, 299b StGB). The Partner shall not pass on commissions to customers and shall not link the conclusion of the agreement to conditions of its own products.

## § 10 Advertising Materials, Use of Trademarks, Price Indications

**(1)** Ascend provides the advertising materials in accordance with Annex 2 free of charge and grants the Partner a simple, non-transferable, non-sublicensable, and revocable at any time right to use them for the promotion of Ascend's products for the duration of the contract. Joint materials featuring the Partner's trademark (co-branding) are permissible if Ascend has approved them. Ascend ensures that the target pages of the Partner links are kept up to date and accessible and informs the Partner of any disruptions lasting longer than one working day.

**(2)** Company identifiers, trademarks, and logos of Ascend may only be used in the provided form and within the scope of this contract. The registration of domains, usernames, trademarks, or search engine keywords containing identifiers of Ascend or terms that could lead to confusion is prohibited. Trademarks of third parties, in particular those of manufacturers, may only be used within the scope of the advertising materials provided by Ascend.

**(3)** Price indications are only permissible if they correspond to Ascend's current information and are marked as net prices "plus VAT".

**(4)** Ascend warrants that the provided advertising materials do not infringe the rights of third parties and indemnifies the Partner against claims by third parties arising from the contractually compliant use of the unaltered advertising materials, including the necessary costs of legal defense to the statutory extent.

**(5)** Ascend measures clicks, attributions, and transactions using appropriate technical means and complies with data protection regulations, in particular § 25 TDDDG and the DSGVO, within the scope of its responsibility.

## § 11 Responsibility for Content and Legal Compliance

**(1)** The Partner is solely responsible for ensuring that their target presences and their sales activities comply with applicable law, in particular competition law, media law, digital services law, data protection law, youth protection law, and trademark law. They shall maintain provider identification (§ 5 DDG, § 18 MStV) in a manner that is easily recognizable, directly accessible, and permanently available.

**(2)** The Partner shall clearly mark advertising content as such (e.g., "Advertisement" or "Advertising"; § 6 Abs. 1 Nr. 1 DDG, § 22 MStV, § 5a Abs. 4 UWG) and shall separate it from editorial content in a visually or acoustically recognizable manner. Partner links and recommendation codes shall be marked in such a way that users can recognize the commission involvement.

**(3)** The following are prohibited: unsolicited advertising (spam), false warnings about viruses or malfunctions, invitations to participate in snowball systems, chain letters, pyramid schemes, or comparable actions; content that violates applicable law, public morals, or the rights of third parties, in particular criminal, violence-glorifying, incitement-to-hatred, or pornographic content; as well as techniques for covert or subliminal influence on users.

**(4)** The Partner shall only use photos, graphics, videos, and texts for which they have the necessary rights of use. For advertising materials provided by Ascend, § 10 Abs. 4 shall apply.

## § 12 Confidentiality

**(1)** The Partner shall treat all non-public information received in the course of the collaboration – in particular remuneration rates, purchasing and manufacturer conditions, customer data, product and business plans, as well as access data – as confidential, use it exclusively for the purposes of this Agreement, and shall not disclose it to third parties or make it known via the internet or social media. This obligation shall remain in effect after the termination of the Agreement. § 90 HGB shall remain unaffected.

**(2)** Excluded from this are information that is publicly known or that the Partner has demonstrably obtained from third parties without violating any confidentiality obligation, as well as disclosures to which the Partner is legally or administratively obliged.

## § 13 Data Protection

**(1)** Ascend processes the Partner's personal data (name, address, contact details, bank details, tax data, usage data of the Partner account) for the performance of this Agreement (Art. 6 Abs. 1 lit. b DSGVO) and to comply with legal obligations (Art. 6 Abs. 1 lit. c DSGVO). Further information,

including data subject rights, is provided in Ascend's privacy policy at https://www.ascend.de/legal/datenschutz/.

**(2)** The Partner shall only receive customers' personal data to the extent necessary for verifying invoices, mediation, or support, and shall use such data solely for the purposes of this Agreement. Data of prospects collected by the commercial agent shall be processed by the agent as an independent controller in compliance with the DSGVO and shall only be transmitted to Ascend with a legal basis. The Partner shall not link referral codes or Partner links to third parties' contact details or send them to third parties without consent.

**(3)** If the Partner assumes 1st-level support, the Parties shall conclude an agreement on commissioned processing pursuant to Art. 28 DSGVO prior to the first access; the Partner shall act as Ascend's sub-processor. The support shall cover routers, connections, and tunnels, but not the customers' practice or specialist systems.

## § 14 Term, Termination, End of Contract

**(1)** The contract shall commence upon countersignature by Ascend and shall run for an indefinite period. Both parties may terminate it with one month's notice to the end of a calendar month.

**(2)** The right to terminate for cause without notice (§ 89a HGB, § 314 BGB) shall remain unaffected. Ascend shall have cause in particular if the Partner breaches § 2 para. 3 or 4, § 3 para. 4, § 4 para. 4, § 7, § 9, § 10 para. 2, § 11 or § 12, makes incorrect statements regarding its status as an entrepreneur or its VAT status, attempts to obtain remuneration by manipulating the allocation, or if insolvency proceedings are opened over its assets or rejected for lack of assets.

**(3)** The Partner shall promptly notify Ascend in text form if it discontinues its business entirely or in the relevant area, enters into liquidation, files for insolvency, or if a majority change in its ownership occurs. Ascend may then terminate the contract with one month's notice.

**(4)** Upon termination of the contract, all remunerations pursuant to § 5 para. 3 and the support remuneration shall end. Ascend shall assume support for all customers. The Partner shall hand over pending cases and documents, remove all advertising materials, partner links, and references to the partnership, return access credentials, and delete provided materials and confidential information. The contracts between customers and Ascend shall remain unaffected.

**(5)** Terminations shall require text form (§ 126b BGB).

## § 15 Liability of Ascend

**(1)** Ascend shall be liable without limitation for damages arising from injury to life, body, or health, for damages resulting from intent or gross negligence on the part of Ascend, its legal representatives, or agents, as well as under the Product Liability Act and to the extent of any assumed guarantee.

**(2)** In the event of slight negligence in the breach of material contractual obligations (obligations the fulfillment of which is essential for the proper execution of the contract and on the observance of which the Partner may regularly rely), liability shall be limited to the contract-typical damage

foreseeable at the time of contract conclusion. Otherwise, liability for slight negligence shall be excluded.

**(3)** Ascend shall not be liable for content published by the Partner nor for failures or measurement errors in the tracking systems resulting from user settings or devices (e.g., cookie rejection, ad blockers).

**(4)** The foregoing limitations shall also apply to the personal liability of Ascend's legal representatives, employees, and agents.

## § 16 Indemnification, Assignment, Set-Off

**(1)** The Partner shall indemnify Ascend against all third-party claims arising from content for which the Partner is responsible, its sales or support activities, or a breach of §§ 2, 3, 4, 6, 7, 10 (2) or 11 against Ascend, including reasonable costs of legal defense. § 10 (4) shall remain unaffected. The Partner shall assist Ascend in defending such claims.

**(2)** The Partner is not entitled to assign claims against Ascend to third parties without Ascend's consent in text form. § 354a HGB shall remain unaffected.

**(3)** Set-off against counterclaims of the Partner or the withholding of performance due to such claims shall only be permissible insofar as the counterclaims are undisputed or have been legally established as final and binding.

## § 17 Suspension of the Partner Account

If there are concrete indications of a breach of these terms or applicable law, Ascend may provisionally suspend partner links, recommendation codes, access, and the partner account, and withhold the payment of remuneration until clarification. Ascend shall promptly inform the partner, stating the reasons, and provide them with an opportunity to comment. If the suspicion proves to be unfounded, the suspension shall be lifted and the withheld remuneration shall be paid out.

## § 18 Amendments

**(1)** Ascend may amend the Remuneration Overview (Annex 1) and the Advertising Material Specification (Annex 2) with a notice period of four weeks in text form, with effect for the future. Claims already accrued shall remain unaffected. If an amendment worsens the remuneration, the Partner may terminate the Agreement at the time the amendment takes effect; Ascend shall indicate this right in the notice.

**(2)** Ascend shall offer the Partner any other amendments to these Terms with a notice period of six weeks in text form. If the Partner does not object by the time the amendment takes effect, the amendments shall be deemed accepted, provided that Ascend has indicated this consequence in the notice. If the Partner objects, either Party may terminate the Agreement at the time the amendment takes effect.

## § 19 Final Provisions

**(1)** The place of performance, payment, and fulfillment shall be the registered office of Ascend in Nuremberg.

**(2)** The law of the Federal Republic of Germany shall apply, excluding international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG), even if the Partner is based abroad.

**(3)** If the Partner is a merchant, a legal entity under public law, or a special public-law fund, or has no general place of jurisdiction in Germany, the exclusive place of jurisdiction for all disputes arising from this Agreement shall be Nuremberg. Ascend shall retain the right to sue the Partner at its general place of jurisdiction.

**(4)** Amendments and supplements to this Agreement, as well as ancillary agreements, shall require textual form. This shall also apply to the revocation of this textual form clause.

**(5)** Should individual provisions be or become wholly or partially invalid, the validity of the remaining provisions shall remain unaffected. In place of the invalid provision, the statutory provisions shall apply.

**(6)** The German version of these terms shall be authoritative. Translations serve informational purposes only.

## Annex 1 – Remuneration Overview

The rates apply to all partners, equally in Model A and B, for the duration of the contract. The support remuneration is only paid to partners in Model B with 1st-level support provided by the partner (§ 6).

Product Group

Basis of Assessment

Commission

Support Remuneration

Rental devices including options and accessories under rental

paid net monthly fees

5 %

5 %

Connectivity and bonding services with recurring remuneration (e.g., Bonding Hub, SpeedFusion/VPN services)

paid net monthly fees excluding setup fees and hardware

5 %

5 %

SIM cards and data plans (prepaid credit, data packages, pay-as-you-go)

paid net tariff fees or net credit top-ups including excess usage

10 %

–

Satellite data plans (e.g., Starlink)

paid net tariff fees excluding hardware

10 %

–

Goods in the online shop (hardware, software licenses)

net goods value of each order excluding shipping

5 %

–

Services (hosting, web design, WLAN/VPN projects, consulting)

net order value or paid net monthly fees

10 %

–

The following are not eligible for remuneration: shipping costs, setup fees, value-added tax, payment and transaction fees, deposits, credits and refunds, self-orders by the partner and orders from affiliated companies, transactions with existing customers (§ 3 para. 2), as well as products that Ascend has exempted under § 18.

## Annex 2 – Advertising Materials and Permissible Channels

**Advertising Materials.** Ascend provides in the partner account or in text form: personalised partner links to the homepage, categories, product and offer pages of shop.ascend.de and www.ascend.de; a referral code; banners and graphics in the provided formats; text and video modules; product sheets; the Ascend logo in the provided form; approved co-branding documents. Price indications in the partner's advertising materials are only permissible if they correspond to Ascend's current information and are marked as net prices "plus VAT".

**Permissible Channels:** the partner's own websites, blogs and specialist portals; the partner's own newsletters to recipients who have consented to receive them; the partner's own social media profiles and posts; lectures, trade fairs and personal recommendations; for commercial agents, additionally direct customer contact within the scope of § 4.

**Impermissible Channels and Methods:** search engine advertisements using Ascend's trademarks or signs or confusingly similar terms; voucher, cashback and deal portals without consent; incentivised traffic, click networks, pop-unders, adware, toolbars, browser extensions; unsolicited emails,

messenger or telephone advertising; placement alongside unlawful, youth-endangering or defamatory content; modification or shortening of partner links that impair tracking.