



SDeal Agreement 6.3 (2026)

This Agreement ("Agreement") is entered into between:

SDeal B.V., registered at Osloweg 110, 9723 BX Groningen, The Netherlands,
KVK 76103080, VAT NL 860508468B01, IBAN NL52 INGB 0008 1264 23, BIC INGBNL2A,
hereinafter referred to as "SDeal";

and

The undersigned Seller ("Seller"), whose details are provided in the registration form,
collectively referred to as "Parties".

1. Purpose

SDeal operates an online platform enabling Sellers to list, advertise and sell products to consumers in multiple European countries.

SDeal combines its traditional commission-based agency model with a Platform-as-a-Service (SAAS) subscription model to provide Sellers with marketing, technical and operational tools to enhance their sales performance.

2. Definitions

- "Platform" means the SDeal online marketplace and related infrastructure.
- "Seller" means the merchant using the Platform to sell goods to consumers.
- "Commission" means the percentage of sales revenue paid to SDeal for its intermediary activities.
- "SaaS Fee" means the fixed monthly fee for access to the Platform and related tools.
- "Reserve" means the one-time €250 amount held by SDeal during the cooperation.
- "CAAS" means Clicks as a Service, where Sellers pay a fixed fee for referral traffic.
- "Add-ons" include optional services such as DEAL CSS or translation services.

2A. Legal Framework and Representation

SDeal acts as a **commercial agent** within the meaning of Articles 7:428 et seq. of the Dutch Civil Code.

SDeal promotes and facilitates the sale of the Seller's products via its Platform and marketing channels without becoming a contracting party to sales transactions between the Seller and the end customer.

All consumer purchases are legally concluded between the Seller and the consumer.

SDeal merely processes listings, payments and marketing activities on behalf of the Seller.

All commissions and fees paid to SDeal constitute remuneration for its intermediary (agency) services.

3. Service Packages

Sellers may select one of the following SDeal SaaS packages:

****Package A – €29 per month****

Includes: standard commission model, transaction costs, repricer tool, extended dashboard & support, access to 7 countries.
SDeal allocates most of the commission toward marketing activities.

****Package B – €49 per month****

Includes: Seller determines own commission (minimum 4%), transaction costs, repricer tool, extended dashboard & support, access to 7 countries.
SDeal allocates all of the commission toward marketing activities.

****Package C – €99 per month****

Includes: Seller determines own commission (minimum 4%), transaction costs, repricer tool, extended dashboard & support, access to 7 countries, and access to DEAL CSS (Comparison Shopping Service) & review platform FairifAI.

SDeal allocates all of the commission toward marketing activities.

Look for updated actual packages on <https://www.sdeal.com/pricing>

4. Commission and Marketing Allocation

The Seller authorises SDeal to use the agreed commission percentage to promote its products through marketing channels such as Google Shopping, social media and partner networks.

SDeal may determine the optimal allocation of marketing spend at its discretion.

A lower commission percentage may result in reduced visibility or traffic.

Commissions are deducted automatically from payouts.

5. Clicks as a Service (CAAS)

Under the CAAS model, SDeal provides visibility and traffic services for products that link directly to the Seller's own webshop.

The Seller pays a fixed monthly fee for this service, and no sales commission is charged.

SDeal does not manage external advertising campaigns under CAAS.

6. Reserve Hold

SDeal retains a one-time reserve of €250 from the Seller's payouts as security for possible refunds, chargebacks, or other adjustments.

This Reserve remains held during the cooperation and will be refunded within 30 days after termination of the Agreement, provided no outstanding liabilities remain.

6A. Payment Flow and Client Funds

All consumer payments are processed via the independent Stichting Cliëntgelden SDeal or a licensed Payment Service Provider (PSP).

SDeal does not hold or manage client funds.

The €250 Reserve constitutes a contractual deduction and does not bear interest.

Refunds, chargebacks and adjustments are handled exclusively via the Stichting or PSP.

Funds are released to Sellers after the average delivery period for each order. During this interim period, the funds remain safeguarded by Stichting Cliëntgelden SDeal and are not at any time held, accessed, or used by SDeal B.V.

SDeal is not a bank or payment institution and does not provide regulated financial services under PSD2 or the Dutch Financial Supervision Act (Wft).

7. Payments and Invoicing

The SAAS Fee is invoiced monthly in advance and payable within 14 days of the invoice date.

Commissions are deducted from Seller payouts.

Payouts occur weekly or monthly, according to the Seller's chosen preference.

All fees are exclusive of VAT.

For each completed order processed through the Platform, SDeal charges a fixed transaction fee as specified in the Seller's pricing overview.

These fees cover operational processing and payment handling and are automatically deducted from the Seller's payout together with the applicable commission.

8. Data, Product Information and Translations

The Seller shall provide accurate product information, prices, and data feeds.

If requested, SDeal may offer translation or feed optimisation services as add-ons.

The Seller remains solely responsible for the accuracy, legality, and compliance of product listings.

9. Repricer and Technical Tools

SDeal provides access to a repricer tool and dashboard enabling Sellers to manage pricing and performance.

SDeal is not liable for any indirect or consequential loss arising from repricer configurations or system downtime, except in cases of wilful misconduct or gross negligence.

10. Duration and Termination

This Agreement is concluded for an indefinite term.

Either Party may terminate the Agreement by giving notice before the end of any calendar month; termination becomes effective at the end of that month.

If the Seller remains inactive for more than 60 days or fails to make timely payments, SDeal may suspend or terminate access to the Platform.

11. Responsibilities and Liability

SDeal acts solely as an intermediary platform and not as the seller of goods.

The Seller is fully responsible for all product obligations, including VAT compliance, consumer rights, delivery, warranties, and returns.

SDeal's total liability is limited to the amount paid by the Seller in fees during the preceding three months, except in cases of intent or gross negligence.

12. Applicable Law and Jurisdiction

This Agreement is governed by the laws of the Netherlands.

All disputes arising from or relating to this Agreement shall be submitted exclusively to the competent court of Groningen, the Netherlands.

13. General Terms and Conditions

This Agreement forms part of and is subject to the SDeal General Terms and Conditions (the "Terms"), as published on <https://www.sdeal.com/terms-sellers>.

The Seller acknowledges having read and accepted these Terms prior to signing this Agreement. In case of conflict, this Agreement prevails.

14. Contact Information

SDeal B.V.
Osloweg 110, 9723 BX Groningen, The Netherlands
KVK: 76103080
VAT: NL 860508468B01
IBAN: NL52 INGB 0008 1264 23
BIC: INGBNL2A
Email: info@sdeal.com
Website: sdeal.com

15. Signatures

Signed on behalf of SDeal B.V.:

Name: Y. Solinger

Title: Director

Date:



Location: Groningen

Signature



Signed on behalf of Seller:

Company Name



Name



Title



Date



Location



Signature





Seller Registration Form

Version: November 2026 - Groningen, The Netherlands,

This form is part of the SDeal Seller Agreement 1.0 and must be completed by every seller joining the platform.

1. Seller Information

Company name	<input type="text"/>	
Registered Address	<input type="text"/>	No. <input type="text"/>
Zip Code	<input type="text"/>	City <input type="text"/>
Country	<input type="text"/>	
Chamber of Commerce Number	<input type="text"/>	
VAT number	<input type="text"/>	
Contact Person	<input type="text"/>	
Email	<input type="text"/>	
Email Finance	<input type="text"/>	
Telephone	<input type="text"/>	
IBAN for payouts	<input type="text"/>	
BIC/SWIFT for payouts	<input type="text"/>	

2. Domain Names and Webshops

Please list all domains to be connected to your SDeal account. Example: www.mystore.nl, www.mystore.be

Domain names State the web address of your webshop(s)	Order Email Address (Enter your email address)
www. <input type="text"/>	<input type="text"/>
www. <input type="text"/>	<input type="text"/>
www. <input type="text"/>	<input type="text"/>



Seller Registration Form

3. Selected Service Package

- Package A - €29,95 p/m (Custom Commission ≥ 12%) - Commission _____ %
- Package B – €49,95 p/m (Custom Commission ≥ 4%) - Commission _____ %
- Package C – €99,95 p/m (Custom Commission ≥ 4% + DEAL CSS) – Commission _____ %

4. Payment

- Monthly
- Yearly - 25% discount

5. Add-Ons (optional)

- DEAL CSS - €24,95 p/m
- CPC / CAAS (Clicks as a Service) - €39,95 p/m

6. Active Countries

Select the countries where you wish to sell via SDeal.

- Netherlands
- Belgium
- Germany
- France
- Austria
- Denmark
- Italy

8. Translations

- Own translations
- Request SDeal translations - €10,- per 100 EAN per language

9. Payments

Payouts occur (based on your preference)

- Weekly
- Monthly