

## Referral Terms and Conditions

These referral terms and conditions govern the remuneration by SmartLockr B.V. ("SmartLockr we or us") of the Referral Partner identified on the attached form ("you") for the introduction of prospective customers to us.

### 1. Definitions

The following definitions and rules of interpretation apply in this Agreement.

- 1.1 **Customer Agreement** an agreement between SmartLockr and a Customer for the provision of Services.
- 1.2 **Customer** an existing customer of SmartLockr.
- 1.3 **Introduction** the provision to us of the contact details of (i) a Prospective Customer or (ii) an employee or director of a Prospective Customer who is of sufficient seniority to authorise or recommend the purchase of Services from us (and "introduce" and "introduced" shall be construed accordingly).
- 1.4 **Prospective Customers** third party businesses you introduce to us (i) who have expressed a demonstrated qualified interest in our Services and (ii) whom, at the time of the Introduction, is not a Customer relationship or with whom we are not in bona fide negotiations to enter into an agreement to provide Services.
- 1.5 **Services** the services that we provide in exchange for a license fee as described on our Website.
- 1.6 **Terms and Conditions** these referral terms and conditions.
- 1.7 **Website** our website at <https://www.smartlockr.eu>.

### 2. Referral Process

- 2.1 You may send Introductions to us by e-mail to [sales@smartlockr.eu](mailto:sales@smartlockr.eu). Each of those Introductions shall be subject to these Terms and Conditions unless we agree otherwise with you. You accept these Terms and Conditions in writing upon your first Introduction when you execute the attached form with us.
- 2.2 If we, further to your Introduction, enter into an agreement with a Prospective Customer for the provision of Services, you are entitled to receive a percentage based fee over the invoice value of the relevant Customer Agreement over the first year of the Customer Agreement in accordance with clause 4 of these Terms and Conditions.
- 2.3 You are not appointed by us. This means for example, that you don't have an obligation for a minimum number of Introductions or other obligations implying minimum efforts on your side, including marketing related obligations. Whether or not you send us an Introduction is totally up to you. You accept that each time when you send us an Introduction, these Terms and Conditions shall apply.

### 3. Assurances

- 3.1 You hereby warrant and represent to Us that;
  - a. You will not hold yourself out or represent that you have the authority to bind us in any way or enter into any arrangement, agreement or undertaking on our behalf;
  - b. You shall not make or enter any contracts or commitments or incur any liability for or on our behalf, including negotiating the provision of Services or the price for providing them, with Prospective Customers;
  - c. You shall not produce any marketing material in relation to our Services or the use of our name, logo or trade marks on any marketing material without our prior written consent; and
  - d. You will make no representations, nor give any warranties about us or the Services nor about your appointment, authority, duties or responsibilities other than specifically provided for by these Terms and Conditions.
- 3.2 Where a Prospective Customer is Introduced by you and the Prospective Customer then introduces us to a third party who purchases Services from us, you shall not, by virtue of such first Introduction, be deemed to have Introduced the third party to us.
- 3.3 We may, at our absolute discretion refuse to enter into a Customer Agreement with a Prospective Customer that you have Introduced.
- 3.4 You will ensure that all Prospective Customers have consented to your Introduction in accordance with data protection and other relevant legislation.

#### **4. Kick-back Fee**

- 4.1 You are entitled to a fee for each Customer Agreement that we have entered into following your Introduction, provided that you act at all times in accordance with these Terms and Conditions. A Customer Agreement only qualifies for a fee subject to our e-mail conformation of a resulting active Customer Agreement to you.
- 4.2 Your fee is 20% of the paid and undisputed Customer invoice value in EUR (excluding VAT) for the first annual term of the Customer Agreement. Your fees are paid out by us once per year in the first calendar quarter. No later than the 31<sup>st</sup> of March we will send you a statement with your fee over the preceding calendar year. You may then send us a corresponding invoice which we will pay to you within 30 days of the invoice date.
- 4.3 We may amend the kick-back fee for any future Introductions. If we do so we will inform you by e-mail. Your subsequent submission of an Introduction will constitute your acceptance of such amendment.

#### **5. Marketing**

- 5.1 All advertising or editorial design released by you which incorporates information regarding us or our Services must have prior written approval from ourselves prior to publication.
- 5.2 You may, with our prior written consent, send direct marketing emails promoting our business to an opt-in subscription email list. Prior to sending any such promotional email a copy of such email must be sent to us for prior approval. Any such email must state that it has been sent by you and must not state or imply that the email is from us.

#### **6. Support and Maintenance**

- 6.1 You may not use any of our trademarks and/or trade names as part of your corporate or trading name and You undertake not to do so or to otherwise to hold yourself out as being our agent.
- 6.2 You acknowledge that all content on our Website is proprietary to or licensed by us and may not be reproduced, modified, transmitted, displayed, published or distributed without our prior written consent.

#### **7. Governing law and jurisdiction**

- 7.1 Any dispute between you and we in relation to Introductions shall be governed by the laws of the Netherlands. Disputes shall exclusively be settled by the competent court in the legal district of Amsterdam.