

Terms & Conditions for RoomRaccoon Referral Program

1. Key Provisions

1.1 RoomRaccoon, (hereafter referred to as "**RoomRaccoon**"), located on Keizerstraat 15, 4811 HL Breda, The Netherlands, is a company involved in the development of a Hotel Management Platform (hereafter referred to as "**Products**")

1.2 RoomRaccoon intends to expand its business and enlarge the market of its Products and therefore wishes to collaborate with different partners who have the required networking and promotional skills and may introduce the Products to potential commercial users of the Products.

1.3 Recipient of these Terms & Conditions is a person or a company that intends to help RoomRaccoon promote its Products and has applied to become a referral partner of RoomRaccoon.

1.4 The purpose of this document (hereafter referred to as "**Terms & Conditions**") is to set out the roles and responsibilities of both RoomRaccoon and Referral Partner in the RoomRaccoon Referral Program.

2. Definitions

Products - All products developed and owned by RoomRaccoon, as listed in 1.1.

Recipient - Person or company who has applied to become a referral partner of RoomRaccoon.

Terms & Conditions - Document that sets out the terms and conditions for all parties when participating in the RoomRaccoon Referral Program.

Referral Partner - A person or company that has been qualified by RoomRaccoon as a referral partner of RoomRaccoon and who intends to help RoomRaccoon promote its Products and who have accepted the Terms & Conditions to become a referral partner.

Referral Customer(s) - Customers who are introduced to RoomRaccoon by Referral Partner and have signed a contract for the use of 1 or more Product(s) with RoomRaccoon.

CRM - Customer Relationship Management software, used by RoomRaccoon.

Online Lead Delivery Form - Online form on the website of RoomRaccoon used by Referral Partner to introduce a Referral Customer and register the lead in their name.

Subscription Contract - Agreement between RoomRaccoon and it's customers for the use of Products.

Commission - Monetary compensation paid by RoomRaccoon to Referral Partner which is paid once a Subscription Contract has been concluded between RoomRaccoon and Referral Customers, which was introduced by Referral Partner.

Subscription Fee - The payment from Referral Customer to RoomRaccoon for the use of Products.

Party or Parties - Either RoomRaccoon, Referral Partner or both.

Effective Date - The date these Terms & Conditions are accepted by Referral Partner

3. Referral Agreement

3.1 Qualification

Following the application to become a referral partner of RoomRaccoon, RoomRaccoon will qualify Recipient according to a set of internal qualification rules, to determine if Recipient would be a suitable partner for RoomRaccoon. No rights can be derived from the application itself, and the RoomRaccoon reserves the right to reject or accept anyone who applies to become a referral partner.

3.2 Appointment of Referral Partner.

RoomRaccoon will acknowledge Recipient via email if it has passed qualification or not and if it will be accepted as a referral partner of RoomRaccoon or not. Once accepted, subject to terms and conditions stipulated herein and to the extent permitted by law (including EU law), RoomRaccoon appoints, on a non-exclusive, non-transferable and non-sub licensable basis, Recipient as an authorized referral partner for the purpose of referring RoomRaccoon to Referral Customers (from hereafter referred to as "**Referral Partner**")

3.3 Conclusion of agreements.

3.3.1 As a referral partner you shall introduce in a qualified manner potential new customers to RoomRaccoon. A qualified manner means at least that the potential customer:

- a) has not been introduced to RoomRaccoon before, and is not existing in the RoomRaccoon CRM and thus is a new contact;
- b) Referral Partner has registered the potential customer as a lead via the RoomRaccoon Online Lead Delivery Form;
- c) Referral Partner must have direct personal contact with each potential customer and Referral Partner must have directly endorsed or recommended the Products;
- d) The potential customer has agreed with Referral Partner that they can be contacted by RoomRaccoon.

3.3.2 RoomRaccoon shall try to conclude a Subscription Contract with the potential customer (hereafter referred to as "**Referral Customer**").

3.4 RoomRaccoon shall decide on its sole discretion whether an introduction of the Referral Customer to RoomRaccoon was performed in a qualified manner or not and which Referral Partner has introduced Referral Customer to RoomRaccoon as the first one.

3.5 Referral Partner is not entitled to conclude agreements on any of the Products with third parties in its own name.

3.6 RoomRaccoon shall decide on its sole discretion to try to conclude a Subscription Contract, and will never be obliged to conclude an Subscription Contract with Referral Customer introduced by Referral Partner.

3.7 In the case where there is no conclusion of a Subscription Contract between Referral Customer and RoomRaccoon, Referral Partner shall not be entitled to any Commission. RoomRaccoon shall also not be liable for any damages arising out in connection with not entering into a Subscription Contract with such potential customer;

3.8 Pricing policy.

The pricing and contractual conditions the Referral Partner offers to Referral Customers, orally or in writing, shall be established by RoomRaccoon. No other conditions may be offered. Referral Partner shall not offer discounts or any other type of incentives to Referral Customers without the express prior written authorization of RoomRaccoon. Any breach of this clause shall entitle RoomRaccoon to reformulate the agreement with the Referral Customer, with Referral Partner assuming liability.

3.9 Commission entitlement.

3.9.1. Commission

In the event that Referral Partner refers a Referral Customer to RoomRaccoon and, if as a result of such referral, a Cooperation Contract is concluded between the Referral Customer and RoomRaccoon, RoomRaccoon will pay to the Referral Partner a Commission. The value of the Commission Fee is €250 and will be paid out 3 months after the Referral Customer has become a RoomRaccoon client and paid all invoices for that period.

3.9.2. Commission payout conditions

RoomRaccoon shall not pay Referral Partner any commission in case the Subscription Contract between RoomRaccoon and Referral Customer is realized without the introduction of Referral Partner (and realised by RoomRaccoon itself (directly) or via (a) other partner(s)). The Referral Partner will also not receive commission for any add-on orders placed by Referral Customers to RoomRaccoon directly, after the initial Subscription Contract is signed.

3.11 Marketing Activities

3.11.1 Referral Partner will promote RoomRaccoon and its Product actively to its clients, network and/or contacts in the following way;

- a)** Referral Partner shall act as a positive reference to all their clients, network and/or contacts;
- b)** Referral Partner shall reach out to their clients, network and/or contacts and actively inform them about the Partnership with RoomRaccoon;
- c)** Referral Partner agrees to:
 - (i)** conduct its marketing and sales activities in a manner that reflects favourably at all times on the Products and the good name, goodwill and reputation of RoomRaccoon;
 - (ii)** avoid deceptive, misleading or unethical practices that are or might be detrimental to RoomRaccoon or any RoomRaccoon customer;
 - (iii)** make no representations, warranties or guarantees, whether express or implied, to current or prospective RoomRaccoon customers or others with respect to the Products other than those stated in writing in material provided by RoomRaccoon to Referral Partner;

- (iv) not publish or use any written or printed materials about the Products not provided by RoomRaccoon without RoomRaccoons prior written consent;
- (v) pay its own costs and expenses for its marketing activities.

3.12 Installations and Support

RoomRaccoon shall be solely responsible for installing the Products for new customers as well as providing technical support to Referral Customers.

4. Intellectual Property Rights

4.1 Referral Partner acknowledges and agrees that RoomRaccoon owns all right, title and interest in and to the Products and any documentation, training materials, designs, discoveries, feedback, inventions, know-how, techniques, fixes, patches, work-arounds, upgrades, updates, customizations, modifications, enhancements or derivative works of the Service (collectively the "Intellectual Property"). Referral Partner is granted no title or ownership rights in any Intellectual Property Rights in and to any of the Products. Referral Partner shall not remove, alter, or cover any copyright notices or other proprietary rights notices placed or embedded by RoomRaccoon on or in any of the Products.

4.2 Referral Partner shall not, and shall not authorize or assist any third party to, (i) reverse engineer, disassemble, or decompile any of the Products or otherwise derive or attempt to derive the source code for any of the Products, except as otherwise expressly permitted by applicable law that may not lawfully be excluded by agreement between the parties; (ii) frame, mirror or make unauthorized copies of the Products; or (iii) use the Products for the benefit of the Referral Partner, or to support any third party.

5. Indemnification.

Referral Partner agrees to indemnify and hold RoomRaccoon harmless from and against all third party claims arising out of acts or omissions of Referral Partner or its employees or any default under any provision, breach of any warranty or representation or failure to perform or breach of any obligation in these Terms & Conditions.

6. Confidential Information.

6.1 "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, (i) diagnostics, the Products, Product releases, documentation or materials supplied by RoomRaccoon; and (ii) materials and information marked with a proprietary or confidential legend and disclosed by Referral Partner or RoomRaccoon in the performance of these Terms & Conditions.

6.2 The Receiving Party must keep a disclosure confidential using the same degree of care that it exercises with respect to its own information of like importance but in no event less than reasonable care, and may use it only for the purposes for which it was provided under these Terms & Conditions. Confidential Information may be disclosed only to employees, contractors and third party providers performing services in furtherance of these Terms & Conditions that are obligated to the Receiving Party under similar confidentiality restrictions and only for the purposes for which it was provided under these Terms & Conditions.

6.3 These obligations do not apply to information which: (i) is rightfully obtained by the Receiving Party without breach of any obligation to maintain its confidentiality; (ii) is or becomes known to the public through no act or omission of the Receiving Party; (iii) the Receiving Party develops independently without using Confidential Information of the other party; or (iv) is disclosed in response to a valid court or governmental order, if the Receiving Party has given the other party prior written notice and provides reasonable

assistance so as to afford it the opportunity to object. The disclosing party is entitled to appropriate injunctive relief in the event of any unauthorized disclosure or use of its Confidential Information by the receiving party.

6.4 The obligations of the parties pursuant to this Section 6 shall survive the termination of the Cooperation or expiration of these Terms & Conditions for a period of two (2) years, and indefinitely as to trade secrets of the Disclosing Party.

7. Term and Termination.

7.1 Term.

These Terms & Conditions will commence on the Effective Date and will continue for a period of twelve months, and shall be renewed automatically every year, unless either of the parties state their intention to terminate the cooperation in writing and with advance notice of one month.

7.2 Termination for Inactivity.

The aim of this program is to generate leads for RoomRaccoon. The Referral Partner will therefore provide leads to RoomRaccoon on a regular basis. In case there is no activity in passing leads for a consecutive period of 60 days at any time in the Partnership, RoomRaccoon has the right to remove Referral Partner from the program. RoomRaccoon shall inform Referral Partner via email once it is intended to remove the Referral Partner from the Referral Partnership Program.

7.3 Termination for Cause.

Either party may terminate the cooperation immediately by written notice: (i) if the other party commits a non-remediable material breach; or (ii) upon thirty (30) days notice to the other party of a material breach if such breach remains uncured at the expiration of such period.

7.4 Effect of Termination.

Following termination or expiration of this cooperation, (i) Referral Partner will cease promoting the Products, cease identifying itself as a partner of RoomRaccoon, and cease using RoomRaccoon's name, logo or other identifying information on Referral Partner's website, marketing materials and other communications to third parties, (ii) each party will deliver to the other any property of the other in its possession or control relating to the cooperation, and (iii) RoomRaccoon will pay to Referral Partner Commissions due as of the termination date. Notwithstanding the immediately preceding sentence, neither party shall be obligated to return any property to which it has continuing rights, including the right of possession. Neither party shall be liable to the other for damages of any kind, on account of the termination or expiration of this cooperation in accordance with its terms and conditions.

8. Limitation of Liability.

8.1 Indirect Damages.

Neither party will be liable for any indirect, punitive, special, incidental or consequential damages arising out of this cooperation (including, without limitation, loss of business, revenue, profits, goodwill, use, data or other economic advantage) however they arise, whether in breach of contract, breach of warranty, or in tort, including negligence, and even if that party has previously been advised of, or could reasonably have foreseen, the possibility of such damages. Liability for damages will be limited and excluded, even if any exclusive remedy provided above fails of its essential purpose.

8.2 Direct Damages.

Except for indemnification claims and breaches of a party's confidentiality obligations herein, each party's aggregate liability to the other for claims arising out of or relating to these Terms & Conditions, whether for breach or in tort, is limited to the amount of Commissions paid the preceding twelve month period. Notwithstanding the foregoing, RoomRaccoon shall have no liability to Referral Partner whatsoever (including without limitation, for any claim for Commissions due) as a result of (i) the discontinuance,

unavailability or failure of the Products (ii) the failure of RoomRaccoon to accept any prospective Referral Customer or any order for the Products, or (iii) any non RoomRaccoon products or services marketed, sold or licensed by Referral Partner.

9. Miscellaneous

9.1 Governing Law.

These Terms & Conditions and any action related thereto will be governed and interpreted by and under the laws of The Netherlands.

9.2 Notifications.

Any official notifications and communication from Referral Partner to RoomRaccoon, included but not limited to changes of ownerships, termination, etc. shall be sent to the following email addresses:

- partners@RoomRaccoon.com

Any communication from RoomRaccoon to Referral Partner shall be sent to a preferred email address provided by Referral Partner.

9.3 No Agency.

RoomRaccoon and Referral Partner each acknowledge and agree that the relationship established by these Terms & Conditions is that of independent contractors, and nothing contained in these Terms & Conditions shall be construed to: (i) give either party the power to direct or control the day to day activities of the other; (ii) deem the parties to be acting as partners, joint venturers, co owners or otherwise as participants in a joint undertaking; or (iii) permit either party or any of either party's officers, directors, employees, agents or representatives to create or assume any obligation on behalf of or for the account of the other party for any purpose whatsoever.

10. Signatories

10.1 Acceptance

Recipient has read these Terms & Conditions and approved its contents, in witness of which they have accepted these Terms & Conditions online, by ticking the "I Accept" tickbox on the website of RoomRaccoon (<https://partner.roomraccoon.com/>)