

## **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 its 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, Ambassador 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 10% of the lifetime value of the package selected by the signed referred customer 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.

### **3.10 Payment**

Referral Partner shall invoice RoomRaccoon for the Commission. RoomRaccoon shall send Referral Partner via email the Commission amount to be claimed, as soon as RoomRaccoon has received (either the first monthly or annual) Subscription Fee in full from Referral Customer. All invoices sent by Referral Partner to RoomRaccoon before the 20th of the month, will be paid on the 27th of that same month. All invoices sent by Referral Partner to RoomRaccoon later as the 20th of the month, will be paid the 27th of the next month. Referral Partner is responsible for sending invoices which complies to all legal requirements as set out by the tax authorities of the Netherlands, which can be found [here](#). RoomRaccoon reserves the right to refuse invoices that do not meet these requirements and postpone payment of Commission until it receives an invoice that meets the legal requirements as set out by De Belastingdienst (tax authorities).

### **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 RoomRaccoon's prior written consent;

(v) pay its own costs and expenses for its marketing activities.