

MATCHR REFERRAL AGREEMENT FOR SERVICE PARTNERS

BETWEEN:

A. the following entity:

Entity name in full:
Entity registration number:
Entity address:
City:
Country:

(hereinafter referred to as: '*Referrer*'), represented as set below, and;

B. the private company with limited liability under the laws of the Netherlands, **MATCHR B.V.** (hereinafter referred to as: '*Matchr*'), registered at the Dutch chambers of commerce under number 72759291 with its registered office and principal place of business in Dahlialaan 22, 2111 ZN City: Aerdenhout (represented as set below,

individually (Referrer or Matchr hereinafter also referred to as '*Party*' and collectively (Referrer and Matchr as '*Parties*');

CONSIDERATIONS:

- Matchr provides recruitment services.
- Referrer has a network of contacts that are or may be interested in recruitment services similar to those offered by Matchr.
- The Parties wish for Referrer to refer potential customers from Referrer's network of contacts for Matchr's recruitment services in exchange for a commission.
- Making Referrals will not be a core business activity for Referrer.
- Matchr wishes to acknowledge the Referrer as a Service Partner which will allow the Referrer to earn higher commissions according to the Terms.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. This agreement consists of the following documents:
 1. this document ('*Matchr Referral Agreement For Service Partners*');
 2. Matchr Referral Terms & Conditions ('*Terms*') (as attached).
2. The Parties hereby confirm that the Terms apply in relation to the Referrer referring potential clients to Matchr.
3. Matchr hereby accepts the Referrer into its referral program as a 'Service Partner'.

Thus, drawn up and signed in agreement by the Parties,

REFERRER

MATCHR

Signature:

By:

Date: _____

Date: _____

MATCHR REFERRAL TERMS & CONDITIONS

Last modified: 15th of March 2023

This document sets out the terms and conditions ('Terms') on which Matchr allows Referrer to earn Commission for referring potential customers. By accepting the Terms the Referrer and Matchr enter into an Agreement.

CONSIDERATIONS

Matchr provides Recruitment Services to scaling organizations and Ancillary Services. Referrer has a network of contacts that are or may be interested in Recruitment Services similar to those offered by Matchr. The Parties wish for Referrer to refer potential customers from Referrer's network of contacts for Matchr's recruitment services in exchange for a commission. Making Referrals will not be a core business activity for Referrer.

THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS

Article 0 - Definitions

Where the word "including" is used in this Agreement, it should be interpreted as "including, but not limited to". Definitions for terms will apply to both singular and plural uses of the terms.

'Affiliate': in respect of a Party, any entity that such Party Controls, is Controlled by or is under common Control with such Party (where 'Control' means the direct or indirect ownership of at least fifty percent (50%) of the ownership or voting rights);

'Agreement': The agreement between the Parties which incorporates the Terms, or these Terms if these Terms are not attached to another agreement;

'Ancillary Services': Services that are ancillary to Recruitment Services, such as talent audit, training and employer branding;

'Conversion': The sale of services by Matchr to a Lead;

'Lead': A third party that is interested in purchasing Matchr's Recruitment Services;

'Party': Referrer or Matchr;

'Referral': The provision of contact details of a Lead in order for Matchr to attempt to sell the Matchr Recruitment Services to the Lead;

'Referrer': The entity that is referring or is aiming to refer potential customers to Matchr;

'Service Partner': A Referrer that has been accepted by Matchr as a Service Partner in a written document that was signed by Matchr and a Service Partner.

Article 1 - Referrals

1.1 The Referrer will make Referrals to Matchr. In return for the Referrals the Referrer will in case of Conversion receive a commission ('Commission') as set out below.

1.2 Referrals need to meet the following requirements to qualify for a Commission:

- Referrals will be made by email to victoria@matchr.io
- Referrals by email to victoria@matchr.io include at least the full company name of the Lead, the first and last name of a contact person of the Lead and the phone number and/or email address of such contact person;
- If a Referral has been made by email to victoria@matchr.io then the contact person of the Lead has explicitly asked from Referrer to be contacted by Matchr or agreed with Referrer to be contacted by Matchr;
- The Lead is not a paying customer of Matchr at the time of the Referral nor has the Lead reached out to Matchr for its Recruitment Services within the last 16 months; and
- Matchr is at the time of the Referral not already actively pursuing the Lead that is included in a Referral or Matchr has explicitly indicated that the Referral qualifies for a Commission.

1.3 The receipt of a Referral will be promptly confirmed by Matchr. If Matchr is already actively pursuing a Lead that was included in a Referral, then Matchr will promptly inform Referrer of this.

1.4 For the sake of clarity, Matchr is not liable for Referrers not being eligible for Commission due to tracking numbers being removed by Leads or other failures of tracking that are not attributable to Matchr.

Article 2 – Commission scheme for all Referrers except Service Partners

2.1 **Applicability** - This article 2 applies to all Referrers except Service Partners.

2.2 **The commission percentage** - Referrer will in case of Conversion receive a Commission from Matchr of 5% (five percent) of all fees excluding taxes for the services provided to the Lead by Matchr. For the sake of clarity, the Commission is deemed to cover any costs incurred by Referrer to make Referrals.

2.3 **Services covered by the Commission** - The Commission will exclusively be owed in relation to the following services provided to the Lead:

- Matchr Recruitment Services.

2.4 **Services not covered by the Commission** - For the sake of clarity, the Commission will not be owed in relation to the following services provided to the Lead:

- Any Ancillary Services.

2.5 **Duration of the Commission** - The Commission will exclusively be calculated in relation to the provision of the services in the first 12 months of paid usage of the Matchr Recruitment Services by the Lead.

2.6 **Commission due date** - The Commission will be owed six (6) weeks after the moment that Matchr receives payment from the Lead of the fees that relate to the Commission. If the Lead makes a partial payment, then Matchr will owe the corresponding partial Commission.

2.7 **Expiration of Referrals** - Referrals for the same Leads cannot be made multiple times. The Commission will only be calculated in relation to services if there is a Conversion in relation to the Lead within one year after the Referral.

2.8 **Interruption of services** - The Commission will no longer be calculated in relation to then-current upcoming fees in relation to a Lead if the Matchr Recruitment Services provided to such Lead have been terminated or suspended for more than 6 (six) months. For the sake of clarity, any Commission that was owed prior to termination or suspension would still be owed.

2.9 **Compensation for assistance** - The Referrer may offer to assist Matchr after the Referral to achieve the Conversion of the Lead and Matchr may accept such offer. However, Matchr will not owe Referrer any compensation for such assistance in addition to the compensation explicitly described in these Terms.

2.10 **Matchr's records are leading** – In all matters relating to (the calculation and payment of) Commission, Matchr's records are always leading unless Referrer is able to provide conclusive counterevidence.

2.11 **Services purchased by the Referrer** – The Commission will not be owed in relation to Services that are purchased by the Referrer or its Affiliates.

2.12 **Breach of the Terms** - The Commission will not be owed if the Referrer has breached the Terms to make the Referral.

Article 3 – Commission scheme for Service Partners

3.1 **Applicability** - This article 3 applies to all Service Partners.

3.2 **The commission percentage** - Referrer will in case of Conversion receive a Commission from Matchr of 5% (five percent) of all fees excluding taxes for the services provided to the Lead by Matchr. For the sake of clarity, the Commission is deemed to cover any costs incurred by Referrer to make Referrals.

3.3 **Services covered by the Commission** - The Commission will exclusively be owed in relation to the following services provided to the Lead:

- Matchr Recruitment Services.

3.4 **Services not covered by the Commission** - For the sake of clarity, the Commission will not be owed in relation to the following services provided to the Lead:

- Any Ancillary Services.

3.5 **Commission due date** - The Commission will be owed six (6) weeks after the moment that Matchr receives payment from the Lead of the fees that relate to the Commission. If the Lead makes a partial payment, then Matchr will owe the corresponding partial Commission.

3.6 **Expiration of Referrals** - Referrals for the same Leads cannot be made multiple times. The Commission will only be calculated in relation to services if there is a Conversion in relation to the Lead within one year after the Referral.

3.7 **Interruption of services** - The Commission will no longer be calculated in relation to then-current upcoming fees in relation to a Lead if the Matchr Recruitment Services provided to such Lead have been terminated or suspended for more than 6 (six) months. For the sake of clarity, any Commission that was owed prior to termination or suspension would still be owed.

3.8 **Compensation for assistance** - The Referrer may offer to assist Matchr after the Referral to achieve the Conversion of the Lead and Matchr may accept such offer. However, Matchr will not owe Referrer any compensation for such assistance in addition to the compensation explicitly described in these Terms.

3.9 **Matchr's records are leading** – In all matters relating to (the calculation and payment of) Commission, Matchr's records are always leading unless Referrer is able to provide conclusive counterevidence.

3.10 **Services purchased by the Referrer** – The Commission will not be owed in relation to Services that are purchased by the Referrer or its Affiliates.

3.11 **Breach of the Terms** - The Commission will not be owed if the Referrer has breached the Terms to make the Referral.

Article 4 - Disclaimers

4.1 Referrer has no obligations whatsoever to attempt to make Referrals or to assist Matchr after the Referral.

4.2 Matchr has no obligation whatsoever (to attempt) to reach an agreement with the Lead and in no event will the Commission be due if there is no Conversion.

Article 5 - Marketing

5.1 Referrer will not publicly advertise any of Matchr's services, including, but not limited to, placing advertisements relating to Matchr's services in online advertising platforms, and Referrer will not gain Leads using mass mailings or similar ways of reaching out.

5.2 Referrer may use marketing materials of Matchr to gain Leads in so far as such use is explicitly pre-approved by Matchr in writing. Any such approval may be withdrawn at any time.

5.3 In trying to find (potential) Leads, providing Matchr with Referrals and all other activities performed by Referrer in relation to the Agreement, Referrer will always fully comply with all applicable laws and regulations, including but not limited to the General Data Protection Regulation (2016/679) and the e-Privacy Directive 2002/58 and their respective national implementations.

5.4 Referrer will not speak negatively about Matchr, its services or otherwise behave in a manner that negatively impacts Matchr.

5.5 The Referrer will make sure that any statements that it makes about Matchr's services are truthful and not misleading.

5.6 The Referrer will not offer any payments or discounts to Leads as an incentive to purchase Matchr's services. The Referrer may not share the Commission with any Leads.

Article 6 - Information

6.1 Matchr will promptly and at least on a monthly basis inform Referrer when it owes Commission to Referrer. Matchr will also inform the Referrer about the amount of Commission and which Leads the Commission relates to.

Article 7 - Exclusivity

7.1 The Agreement does not grant Referrer any exclusivity with regard to making Referrals.

7.2 Referrer will inform Matchr on Matchr's request without undue delay on whether it promotes (or plans to promote) services that compete with Matchr's Recruitment Services. Referrer warrants that it has, prior to entering into this Agreement, truthfully answered any questions from Matchr with regard to promoting (or planning to promote) services that compete with Matchr's Recruitment Services, if such questions have been asked.

Article 8 – Compliance

8.1 Both Parties will comply with applicable laws and regulations in connection to the subject matter of this Agreement.

8.2 The Referrer must correctly identify itself to Matchr and to Partnerstack and must provide Matchr with any information Matchr reasonably requests for compliance reasons.

Article 9 – Intellectual Property Rights

9.1 No intellectual property rights will be transferred in the context of this Agreement. In so far as a license for intellectual property rights is granted between the Parties in connection to this Agreement such licenses are non-exclusive, non-transferable, non-sublicensable, royalty-free, revocable, limited, personal and will end when this Agreement is terminated.

Article 10 – Termination and Suspension

10.1 This Agreement may be terminated by either Party at any time with a notice period of 3 (three) calendar months for any reason. The terminating Party will not be required to compensate the other Party for any damages resulting from the termination including, but not limited to, a loss of income. However, any Commission for Referrals that have been made prior to such termination will still be owed.

10.2 In case of a material breach of the Agreement by the Referrer, Matchr may immediately suspend or terminate the Agreement.

10.3 If, in the past, Matchr has terminated an agreement with the Referrer with similar subject matter as the Agreement, the Referrer is not permitted to sign up again to any of Matchr's referral programs without Matchr's explicit prior permission. If such prior permission has not been granted, then there will be no Agreement between the Parties and the Referrer will not be entitled to any Commission.

10.4 If the Referrer has not earned any Commission for 6 (six) months, then Matchr may immediately terminate the Agreement without prior notice.

Article 11 - Limitation of Liability

11.1 If a Referral does not lead to the provision of services by Matchr to the Lead, this will never cause liability of one Party towards the other Party.

11.2 Referrer is not liable for the performance of contracts in relation to the provision of services by Matchr entered into between Matchr and the Lead. Referrer will not become a party to such contracts.

11.3 Referrer is not liable towards Matchr if a Lead does not procure services from Matchr.

11.4 Matchr is not liable towards Referrer for any damages resulting from or related to the quality (or lack of quality) of the services provided or offered to the Lead.

11.5 Matchr is not liable towards Referrer if Matchr or the Lead terminates the services that Matchr provides to the Lead.

11.6 Matchr shall never be liable for indirect or consequential damages, including lost profits and revenue. Matchr's total liability arising out of or related to the Agreement will not exceed the Commission paid by Matchr to Referrer in the 12-month period preceding the damage causing event. Any limitations agreed upon under this article will also apply to the liability of Matchr's directors, affiliates, officers, employees, contractors, agents and members.

11.7 Any limitation of liability under this Agreement doesn't apply insofar as the limitation of liability is not permitted under applicable laws and regulations, such in the case of intent or deliberate recklessness.

Article 12 - Severability

12.1 If any provision of the Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable.

Article 13 - Survival

13.1 For the sake of clarity, after termination the Agreement will remain in effect with regard to any subject matter that requires survival due to its nature and/or purpose.

Article 14 - Independent Parties

14.1 No agency, joint venture, or employment is created as a result of the Agreement.

14.2 Both Parties will not claim to be acting on behalf of each other, including, but not limited to, claiming to be an agent or representative of the other Party.

Article 15 – Competent Court and Applicable Law

15.1 This agreement is governed by Dutch law and any disputes in relation to this agreement will be governed by the courts of Amsterdam, The Netherlands.

Article 16 – Notices

16.1 Any notices by Matchr in connection to the Agreement may be provided by postal mail or through email.

Article 17 – Changes to the Terms

17.1 Matchr reserves the right to make changes to these Terms at any time. New versions of the Terms will be published in a PDF file accessible through <https://matchr.io/referral-terms> and Matchr must give notice to Referrer of the publication of new versions of the Terms. Any new version of the Terms will enter into effect after 30 (thirty) days if a prior version of the Terms was already applicable between the Parties, unless explicitly stated otherwise by Matchr.

Article 18 - Miscellaneous

18.1 Anyone accepting these Terms on behalf of Referrer represents and warrants that he or she is a duly authorized representative of Referrer, with full power and authority to agree to these Terms.

18.2 There are no verbal side agreements. Changes to the Agreement must be made in writing and signed by both Parties, except in the case of a change to the Terms in accordance with article 17. The validity of the Referrer's general terms and conditions is excluded, even if reference is made to such in individual correspondence.

18.3 Matchr may make payments that are owed to the Referrer under the Agreement by:

- bank transfer directly to the Referrer; or,
- by any other way that is explicitly agreed to by the Parties in writing.