

Partner Terms Rinkel B.V.

Versie: 2023.1

This document contains the general terms and conditions ("Partner Terms") applicable to the participation of a party ("Partner") in the partner program ("Partner Program") offered by Rinkel B.V. or Rinkel S.L. ("Rinkel"). These Partner Terms describe the conditions under which participation in the Partner Program is possible and the rights that Rinkel and the Partner can derive from it. Therefore, please read these Partner Terms carefully and contact us if you have any questions.

Article 1 Definitions

1.1 The capitalized terms used in these Partner Terms have the following meanings:

- a. **Partner Terms:** these terms and conditions, which are an integral part of the Agreement.
- b. **Services:** the (telecom) services provided by Rinkel that fall within the scope of the Agreement.
- c. **Lead:** a potential customer of the Services introduced to Rinkel by the Partner.
- d. **Customer:** a Lead who has entered into an agreement with Rinkel for the provision of a Service.
- e. **Agreement:** the agreement between Rinkel and Partner regarding the Partner Program.
- f. **Partner:** the (legal) person participating or wishing to participate in the Partner Program.
- g. **Partner Program:** the partner program offered by Rinkel.
- h. **Partner Portal:** the online portal through which the Partner can access certain information, including the amount of any fees payable to the Partner by Rinkel.

Article 2 Registration for the Partner Program

- 2.1 In order to participate in the Partner Program, the Partner must register in accordance with the procedure then in effect by Rinkel. These Partner Terms apply upon registration.
- 2.2 At the time of registration, the Partner is obligated to provide the requested information and is responsible for the accuracy of the provided information. The Partner must keep Rinkel informed of any changes.
- 2.3 Registration is only final once Rinkel has accepted it and has notified the Partner thereof in writing or by email. Rinkel has the right to reject registrations without giving any reasons.
- 2.4 The Partner understands that participation in the Partner Program does not imply an exclusive agreement with Rinkel. The rights granted to the Partner are non-exclusive and non-transferable.
- 2.5 During the term of the Agreement, Rinkel may introduce certain criteria and requirements that the Partner must meet. The Partner will be given reasonable time to comply with these requirements. If the Partner does not accept these changes, the Partner may terminate the Agreement before the changes take effect. If the Partner does not terminate, the Partner will be bound by the new rules from the effective date.
- 2.6 Participation in the Partner Program does not appoint the Partner as a reseller of the Services. Any agreements regarding the provision of the Services will always be concluded with Rinkel. The Partner does not obtain any authority under the Agreement to perform any legal acts on behalf of Rinkel.

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Article 3 Partner Portal

- 3.1 After the Partner's registration has been accepted by Rinkel, Rinkel will grant the Partner access to the Partner Portal as soon as possible.
- 3.2 Access to the Partner Portal is strictly personal and may not be shared with third parties outside the Partner's organization.
- 3.3 The Partner is obligated to keep the login credentials for the Partner Portal strictly confidential. Rinkel is not responsible for any misuse of these credentials and may assume that everything done from the Partner's account is done under the Partner's direction and supervision. In case of suspected misuse, the Partner must promptly notify Rinkel.

Article 4 Promotion of Services

- 4.1 The Partner shall promote the Services covered by the Agreement to the best of their abilities. This exclusively refers to the promotion of the Services listed in the Partner Portal.
- 4.2 Rinkel is entitled to make changes to the Services covered by the Agreement at any time. Changes will be made available in the Partner Portal and will be effective upon publication but will not affect any fees already earned by the Partner at that time.
- 4.3 The Partner may promote the Services in their own discretion within the limitations set forth in the Agreement. The Partner shall comply with reasonable instructions issued by Rinkel in this regard.

Article 5 Promotion Conditions

- 5.1 The Partner must limit the promotion of the Services to Leads located in the agreed geographical areas. Promotion is at all times restricted to the areas in which Rinkel provides its Services.
- 5.2 The Partner shall comply with all (local) applicable laws and regulations regarding the promotion, acquisition of Leads, and other aspects of the Agreement.
- 5.3 The Partner is not allowed to: promote on websites or services of an illegal nature; engage in promotion through unsolicited electronic communication via email, SMS, or similar medium ("spam"), even if based on opt-in; or display promotional materials in a manner that is or could reasonably be detrimental to the reputation of Rinkel. Furthermore, the Partner is not allowed to: promise or pay (a part of) the received or to be received fee to Leads or Customers; and register or use trade names, brand names, domain names, or service usernames (such as names on Facebook, Twitter, or other third-party services) that contain a trademark or trade name of Rinkel or bear a confusing resemblance thereto.
- 5.4 The Partner shall provide honest and sincere advice regarding the Services and shall refrain from making statements about the Services that could be misleading or difficult to prove. Furthermore, the Partner shall refrain from making commitments regarding the Services that Rinkel is unsure of being able to fulfill.
- 5.5 The Partner is only allowed to inform third parties that they are a partner of Rinkel and explain the general legal scope of this partner relationship.
- 5.6 If Rinkel has a reasonable suspicion that the Partner is acting in violation of the provisions in this article, Rinkel will inform the Partner accordingly. The Partner must then cease or refrain from the relevant actions as soon as possible, and failure to do so may result in Rinkel terminating the Agreement with immediate effect.

Article 6 Referral of Leads

- 6.1 The Partner shall refer Leads in the manner prescribed by Rinkel. The method of referring Leads may be changed by Rinkel from time to time. The Partner will be notified of such changes through the Partner Portal.
- 6.2 Upon request, the Partner shall provide Rinkel with the following (additional) information about a Lead:
 - 6.2.1 General company information of the Lead;

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- 6.2.2 Contact details of the Lead, to the extent the Lead has consented to it;
 - 6.2.3 Explanation of the contact the Partner has already had with the Lead and the Lead's interest in the Services.
- 6.3 Rinkel is not obliged to accept the introduced Leads, and Rinkel will inform the Partner when a Lead is not accepted. If a Lead is not accepted by Rinkel, it means that the Partner is not entitled to any form of compensation in this regard. Furthermore, a (accepted) Lead does not exist if: (i) it has not been referred in accordance with the method prescribed by Rinkel, (ii) it is already in a sales cycle of Rinkel, or (iii) it has already been submitted to Rinkel by another party.

Article 7 Remuneration and Payment

- 7.1 The Partner is entitled to compensation only to the extent described in the Agreement. The Partner is not entitled to any other form of compensation.
- 7.2 The amount and calculation method of the (fixed) compensation are described in the Partner Portal. Rinkel has the right to adjust the amount and calculation method at any time and will notify the Partner thereof through the Partner Portal. Adjustments to the compensation amount do not have retroactive effect and will only apply to Leads referred after the changes have become effective.
- 7.3 The Partner is only entitled to compensation if a (accepted) Lead converts to a Customer and provided that the Customer has paid the fee for the respective Service(s) to Rinkel.
- 7.4 The Partner is not entitled to compensation: (a) if a Lead does not convert to a Customer within a period of six (6) months after its introduction by the Partner to Rinkel (unless Rinkel, out of goodwill, grants compensation anyway); (b) for revenue generated by Rinkel with respect to services that are not described in the Partner Portal at the time of the initial introduction of the Lead; (c) regarding any form of extension or expansion of existing agreements with a Customer; and (d) for Leads that convert to Customers after the date of termination of the Agreement.
- 7.5 The Partner can view the number of referred Leads and the compensation owed to the Partner by Rinkel in the Partner Portal. The Partner is obliged to check the accuracy and completeness of the compensation as calculated by Rinkel in the Partner Portal. Any inaccuracies must be reported to Rinkel in writing by the Partner within thirty (30) days after the compensation is displayed in the Partner Portal. If no response is received within this period, the Partner is deemed to agree with the displayed data.
- 7.6 The Partner will receive a monthly invoice from Rinkel based on the information provided in the Partner Portal. Rinkel will pay the due compensation to the Partner within thirty (30) days after sending the invoice to the Partner.
- 7.7 The Partner is responsible for the solvency of the Leads introduced by them and must perform the necessary due diligence. If it appears that a converted Lead fails to meet the payment obligation with regard to the Service(s), the Partner shall be liable for the amount of the corresponding compensation, and Rinkel is entitled to recover or set off the relevant compensation.
- 7.8 Rinkel is entitled to offset the Partner's claims against Rinkel with any claims, regardless of their nature, that Rinkel has against the Partner.
- 7.9 For the determination of the amount of compensation owed by Rinkel to the Partner, the data from Rinkel's administration shall serve as the sole evidence, unless the Partner proves that this data is incorrect.
- 7.10 All amounts and rates communicated by Rinkel are always in euros and exclude VAT and other levies, unless expressly stated otherwise.

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Article 8 Intellectual Property Rights

8.1 All Intellectual Property Rights regarding the Services, including source codes, results, documentation, software, websites, databases, (promotional) materials, as well as preparatory material thereof, shall expressly remain with Rinkel and/or its licensors, and nothing in the Agreement is intended to transfer any intellectual property rights to the Partner.

Article 9 Confidentiality

9.1 The Partner undertakes to maintain confidentiality regarding any information related to Rinkel's work and organization that has come to its knowledge unless it is necessary to disclose such (commercial and operational) information to the Lead in the context of a Lead. In this case, prior consultation between the Parties shall take place.

Article 10 Non-competition

10.1 The Partner is prohibited from approaching Rinkel's Customers for a period of three (3) years after termination of the Agreement in order to induce them to terminate agreements with Rinkel or to obtain similar services from third-party providers.

10.2 During the term of the Agreement and one (1) year thereafter, the Partner shall not develop or assist in the development of competing services or engage in activities related to them.

10.3 In the event of a violation of clause 1 or clause 2, the Partner shall incur a immediately payable penalty of ten thousand euros per violation to Rinkel, which is not subject to any set-off. This provision does not prejudice Rinkel's right to exercise any other statutory and/or agreed-upon rights, including but not limited to the right to claim (additional) damages (whether or not in combination with the aforementioned penalty).

Article 11 Liability

11.1 Rinkel's liability for attributable shortcomings or any other cause is limited to the amount of compensation paid or to be paid in the calendar month preceding the month in which the damaging event occurred, per event (with a series of related events being considered one event).

11.2 The Partner shall indemnify Rinkel against all claims for compensation of any form of damage suffered by third parties and arising from the Partner's non-compliance with the Agreement.

Article 12 Term and Termination

12.1 The Agreement is concluded when the Partner registers for the Partner Program and is entered into for an indefinite period. The Agreement terminates automatically if Rinkel rejects the Partner's registration for the Partner Program.

12.2 The Agreement may be terminated in writing (including by email) by either party at any time, subject to the following notice period.

12.3 During the first year, a notice period of one (1) month applies. This notice period increases by one (1) month each year until the maximum notice period of three (3) months is reached.

12.4 The Agreement may be immediately terminated by either party: (a) if the other party is declared bankrupt; (b) if a suspension of payments is granted to the other party; or (c) if the other party is dissolved or liquidated.

12.5 If certain targets or other criteria have been agreed upon, Rinkel has the right to terminate the Agreement if the Partner fails to meet the relevant criteria within the specified period. In case of a minor deviation from the criteria, as determined by Rinkel, Rinkel may decide to give the Partner an opportunity to remedy the shortfall or exempt the Partner.

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Article 13 Other Provisions

- 13.1 The Agreement and all (legal) actions arising from it or related to it shall be governed by Dutch law.
- 13.2 All disputes arising between the Parties shall be submitted to the competent court in the district of Rotterdam, the Netherlands.
- 13.3 If any provision of the Agreement is declared null and void or is annulled, the remaining provisions shall remain in full force and effect. Rinkel shall replace the null and void or annulled provisions with new provisions, taking into account the purpose and intent of the null and void or annulled provisions as much as possible.
- 13.4 The Partner is not entitled to sell and/or transfer the rights and/or obligations under the Agreement to a third party without prior written consent from Rinkel.