

# Annex 1 – Betty Blocks General Terms and Conditions for Partners

**Version:** 2021.1.0

These Betty Blocks General Terms and Conditions for Partners (hereinafter: “**Partner Terms**”) apply to any and all agreements between you (the “**Partner**”) and Betty Blocks B.V. Betty Blocks Licensing B.V., and/or Betty Blocks Services B.V. (collectively or individually referred to as “**Betty Blocks**”), Dutch corporations located in Alkmaar, the Netherlands, registered with the Chamber of Commerce under numbers 66172446,76021793 and 36052402 respectively.

Betty Blocks or Partner may individually be referred to as a “**Party**” or collectively as the “**Parties**”.

Any conditions applied by Partner that deviate from or that are included in these Partner Terms only apply if and to the extent such conditions have been explicitly accepted in writing by Betty Blocks.

## 1. DEFINITIONS

The capitalized words in this Partner Terms have the meaning set out below, unless a (different) meaning is assigned elsewhere in the Partner Terms or Partner Agreement. As used herein, each gender shall include all genders, and the singular shall include the plural and the plural the singular as the context shall require.

- 1.1. Agreement:** any Partner Agreement incorporating these Partner Terms and any annexes thereto which together constitute the total Agreement between and are legally binding on the Parties.
- 1.2. Application(s) and Configuration(s):** the software applications and configurations that are developed by using the Software.
- 1.3. Documentation:** all materials (whether in hard copy or in electronic format) supplied in connection with the Software, including any and all manuals, instruction guides, online documentation regarding the functionality and/or specifications of the Software.
- 1.4. Users:** the User of the Software who has been designated by Partner or Client (such as an employee or student).
- 1.5. Intellectual Property Rights:** all intellectual property rights and related rights, including but not limited to copyrights, database rights, domain name rights, trademark rights, brand rights, model rights, neighboring rights, patent rights and rights to know-how.

- 1.6. **General Terms & Conditions:** as published on the [Betty Blocks website](#) that apply to the provision of the services/Software to Users.
- 1.7. **Lead:** a potential new Client or existing Client of Betty Blocks or Partner that has or may have interest in purchasing new or additional software or services from Betty Blocks or the Partner within the scope of Parties' Partner Agreement, such (prospective) Client can be:
- i. a "**Partner Lead**", which is a (prospective) Client for the Software, subject to Partner's sales or upsell activities regarding the sale or expansion of a License and which (prospective) Client shall be introduced or has been introduced to Betty Blocks by Partner;
  - ii. a "**Betty Blocks Lead**", which is a (prospective) Client of either Party, initially in contact with Betty Blocks and which shall be introduced or has been introduced to Partner by Betty Blocks in order for Partner to further execute sales or upsell activities regarding the sale or expansion of a License with Betty Blocks or the sale of Partner Services.
- 1.8. **Client** a client of Betty Blocks, Partner or both depending on the context. For specific situations, the following definitions of Client may also be used:
- i. **Partner Client:** a natural or legal person who is a client of Partner and who Partner will provide Partner Services.
  - ii. **Betty Blocks Client:** a natural or legal person who is a client of Betty Blocks.
  - iii. **Mutual Client:** a natural or legal person who is a client of both Partner and Betty Blocks, where Betty Blocks provides the client with a License and the Partner provides the client with Partner Services.
- 1.9. **Partner Agreement:** a Partner Agreement incorporating these Partner Terms, governing all services provided by the Parties, and which contains the terms of the Partner such as duration, commission, license and type of Partner.
- 1.10. **Partner Program Guidelines:** annual guidelines for Implementation Partners describing on the basis of which Partner will possibly be eligible for their Partner Tier, Marketing Development Fund and Academy credits.
- 1.11. **Software:** Betty Blocks' No-Code Platform which is an online software platform (Application Platform as a Service) as described on [bettyblocks.com](#).
- 1.12. **Partner Services:** professional services offered and/or provided by Partner to either a Lead or a Client in relation to the Software, such as consultancy, development, support, (account) management, implementation and similar professional services.
- 1.13. **License:** a license to use the Software purchased or to be purchased by a Lead, Client or by Partner as a Partner License.
- 1.14. **License Scope:** the scope of the License which is limited to certain volumes (e.g. number of Users and/or maximum amount of storage) insofar specified in the Agreement.
- 1.15. **Referral Partner:** a simple partnership where Partner will use its best efforts to provide Betty Blocks with Partner Leads and where Betty Blocks as well will use its best (sales)

efforts to have such Lead purchase a License from Betty Blocks, as further defined in the Partner Agreement.

- 1.16. Implementation Partner:** an extensive partnership where the goal of the Parties is to sell Licenses and/or (Partner) Services to Leads, where Licenses are solely provided by Betty Blocks and services can either be provided by Betty Blocks or Partner, and as further defined in the of Partner Agreement. Whereby after the Lead turns to into a Client Partner will be the main point of contact for that Client for anything related to the Software

## 2. OBLIGATIONS OF BETTY BLOCKS

- 2.1.** Betty Blocks' obligations are separated between the legal entities Betty Blocks B.V., Betty Blocks Licensing B.V. and Betty Blocks Services B.V. as follows:
- i.** Betty Blocks B.V. is responsible for complying with the (other) aspects of the Partner Agreement which are not assigned to Betty Blocks Licensing B.V. or Betty Blocks Services B.V. as stated below, more specifically matters associated with MDF.
  - ii.** Betty Blocks Licensing B.V. is only and solely obligated to provide Partner with the license to use the Software if and insofar agreed upon in the Partner Agreement and these Partner Terms.
  - iii.** Betty Blocks Services B.V. is only and solely responsible for matters related to the Academy.
- 2.2.** Betty Blocks commits that it will do whatever is reasonably required of it under the given circumstances to enable the Partner to carry out its activities. Betty Blocks shall provide the Partner with all information that is required for the performance of the Agreement. Betty Blocks shall inform the Partner on a regular basis concerning matters relating to Betty Blocks and its activities, such as technical developments and publicity campaigns. Betty Blocks shall provide Partner at its discretion with the necessary information and marketing materials free of charge.
- 2.3.** Betty Blocks shall inform Partner as soon as reasonably possible whether a Partner Lead resulted in that Lead purchasing a License from Betty Blocks or whether an offer made to a Lead was withdrawn and/or an offer was refused.

## 3. GENERAL OBLIGATIONS AND RIGHTS OF THE PARTNER

- 3.1.** Betty Blocks instructs Partner without being subordinate to Betty Blocks to act as an intermediary in sale of Licenses by Betty Blocks (and/or expansion of such Licenses) against a fee in the form of commissions by promoting the Software and introducing Leads to Betty Blocks (and/or by performing other activities such as account management, Client success management and upselling), insofar further specified and agreed upon between the Parties in the Partner Agreement.
- 3.2.** The appointment as Betty Blocks' Partner applies worldwide and is not limited to any geographical area. Unless otherwise agreed upon in the Partner Agreement, Parties have

not agreed upon any form of exclusivity and Partner does not have exclusive rights where it concerns the promotion of the Software and/or the introduction of Leads to Betty Blocks. Betty Blocks is always entitled to appoint other partners and/or limit the geographical area as she sees fit.

- 3.3.** Partner shall make every effort to promote and demonstrate the Software. Partner commits that it will provide Leads with honest and sincere advice concerning Betty Blocks and the Software. Partner must refrain from making statements concerning Betty Blocks or the Software that could be misleading or difficult to prove. Partner must also refrain from making any commitments on behalf of Betty Blocks and refrain from making any promises if it is not absolutely certain that Betty Blocks will be able to live up to such promises. Partner shall not make statements concerning Betty Blocks and/or the Software that breach relevant legislation, such as legislation on comparative advertising or unfair commercial practices.
- 3.4.** Betty Blocks grants to Partner the right to use relevant 'Betty Blocks' names and logos but solely within the scope of its promotional activities under the Partner Agreement, provided this does not create confusion concerning its status as a partner of Betty Blocks. Betty Blocks has the right to issue reasonable instructions concerning the correct use of Betty Blocks' names, logos and promotional materials, and the Partner shall comply strictly with such instructions. Partner's use shall be in accordance with Betty Blocks's commercially reasonable policies regarding advertising and trademark and trade name usage as established from time to time. However, Partner is not allowed to register any domain names and/or social media accounts (such as Twitter and/or Facebook accounts) that include indications to Betty Blocks (e.g. an user name incorporating Betty Blocks' name). Betty Blocks shall acquire such domain names and/or social media accounts upon request and allow Partner to use such domain names and/or social media accounts for the duration of the Partner Agreement.
- 3.5.** Partner is not allowed to:
- i.** perform promotional activities on websites or services that are illegal in nature;
  - ii.** perform promotional activities by means of unsolicited electronic communication by e-mail, text message or similar medium (spam);
  - iii.** display promotional statements in a way that will or reasonably could negatively impact Betty Blocks' reputation.
- 3.6.** Partner shall comply with all reasonable instructions issued by Betty Blocks, to the extent these are issued with a view to the realisation of the Agreement and the independence of Partner is not prejudiced. Betty Blocks may provide Partner with specific instructions on the usage of the contact details of Leads. Furthermore, Parties shall inform each other of any objections a Lead may have to the use of its contact details.
- 3.7.** In case any problem, complaint or malfunction concerning the Software is reported to Partner, the Partner shall inform Betty Blocks hereof immediately and Parties shall keep each other informed of steps they consider necessary to resolve such problems.

- 3.8.** Partner shall inform Betty Blocks in case Partner becomes aware of important information regarding Leads and/or Clients, such as information regarding the financial position of a Lead or Client. Partner shall also inform Betty Blocks without undue delay of any actual or potential infringement by third parties of Betty Blocks' brands, trade names and copyrights.
- 3.9.** During the initial term, within six (6) months after commencement of the Partner Agreement, Partner will have to be onboarded and fully operational to act as a Partner of Betty Blocks. If Partner fails to comply, Betty Blocks will be entitled to terminate the Partner Agreement in accordance with article 11.3.
- 3.10.** At least once per quarter, the Parties shall have a (digital) meeting to discuss relevant topics regarding their Partnership and, if necessary, how to improve upon it, such as: Partner's reporting and results thereof, alignment regarding accrued commissions, Client satisfaction rates, sales efforts, implementation activities, sales targets and Partner's progress in Betty Block's partner tiering.
- 3.11.** Once per quarter, Partner shall provide Betty Blocks with reports regarding Partner's sales efforts and Client satisfaction rates. Once per month, Partner shall provide Betty Blocks with a report of Partners estimation on Client satisfaction via the tool that Betty Blocks provides in the Betty Blocks Portal.
- 3.12.** In connection with the promotion and marketing of the Software the Partner shall, at its own cost, maintain active and suitably trained sales personnel and ensure that such sales personnel are continually trained with current technological developments relevant to the Software. Betty Blocks may offer certain certifications in this regard and Partners 'tiering' may be dependent on (for example, but not limited to) the amount of certified personnel it employs in accordance with the annual Partner Program Guidelines.

#### **4. IMPLEMENTATION PARTNER**

- 4.1.** This article only applies in the event Parties agreed in the Partner Agreement that Partner is an 'Implementation Partner'.
- 4.2.** The Partner shall make sure that its agreements with Mutual Clients do not conflict with Betty Blocks' standard contracting terms as well as any Client specific arrangements communicated by Betty Blocks. It is Partner's responsibility to ensure, by proactively consulting with Betty Blocks, that its agreements with the Mutual Clients are compatible with the Software and/or services directly provided by Betty Blocks. Furthermore, it is Partner's responsibility to ensure that an Agreement according to the Betty Blocks standard is concluded between Betty Blocks and Client. If Partner fails to do so, Partner is not entitled to any form of commission. Upon Betty Blocks' first request, the Partner shall provide copies of the agreements concluded with the Mutual Clients as far as the agreements concerns the services of Betty Blocks. The Partner may redact any commercially sensitive information from these agreements.

- 4.3. Partner will not communicate with Leads regarding the prices set by Betty Blocks. Only after consultation and agreement with Betty Blocks, Partner may communicate certain prices of Betty Blocks' Software and/or services to the Lead.
- 4.4. The Parties will each designate a contact person and keep each other informed of any information relevant with respect to the services provided to the Mutual Clients. Upon request of Betty Blocks and at regular intervals, the Partner shall provide updates and progress reports with respect to the services provided to the Mutual Clients. To the extent reasonably necessary, the Parties shall collaborate with the Mutual Clients through (online) meetings to be organized jointly by the Parties.
- 4.5. If for any reason whatsoever the Partner is no longer able to provide one or more Mutual Clients with its services, the Partner shall directly contact Betty Blocks and state the reasons following which the Parties will decide in mutual consultation as to how to proceed. The same applies if it is likely that Partner shall no longer provide its services to a Mutual Client (e.g., because Partner wishes to terminate its business or if Partner becomes aware of the fact that a Mutual Client wishes to terminate its contract with Partner). In the aforementioned situations, the Parties will use their best efforts to transfer such Mutual Client to another partner of Betty Blocks. Partner shall not transfer (its contract with) such Mutual Client to a third party without written approval from Betty Blocks. In the event of outstanding fees, such fees will be considered void and a third party has no claim to such fees.
- 4.6. The Partner shall follow all reasonable instructions and recommendations of Betty Blocks in a timely and efficient manner. The Partner shall perform its Professional Services in accordance with best industry practice and have sufficient personnel available to perform its tasks in a timely and efficient manner. The Partner shall ensure that its personnel or the third parties engaged by the Partner are suitably qualified, adequately trained and capable of providing Professional Services to the Mutual Clients.
- 4.7. Partner may request Betty Blocks for certain information or expertise. Betty Blocks will inform Partner to the best of its ability. However, solely Partner is responsible for the services and pricing it offers to Leads and the proper execution of work agreed upon with such Lead.

## 5. PARTNER LICENSE TO SOFTWARE

- 5.1. In so far as agreed between the Parties in the Partner Agreement and in consideration of the (yearly) license fees as specified in the Partner Agreement, Betty Blocks grants Partner a non-exclusive, non-transferable license to use the Software for the duration of the Agreement and in accordance with the volumes (e.g. number of Users), storage capacities and/or limitations specified in the Partner Agreement ("**License Scope**"). Partner may only use the Software for demonstration and training purposes within the scope of its activities as a partner of Betty Blocks (e.g., demonstrating the Software to Leads and training

Partner's employees to work with the Software). Furthermore, the aforementioned license is limited as specified in the License Scope.

- 5.2.** In case Partner uses the Software outside of the License Scope, the Parties shall without undue delay and in good faith discuss how to resolve such breach of the License Scope. In case of a breach of agreed upon volumes (e.g., number of Users), the Parties shall agree upon a pro-rated additional fee to be paid by the Partner.
- 5.3.** Notwithstanding anything stated to the contrary in the Agreement, Partner is expressly not permitted:
- to use this Partner license to the Software for any production purposes;
  - to reverse-engineer the source code of the Software or to decompile the Software, unless such is allowed pursuant to a mandatory legal provision which may not be lawfully derogated from;
  - to make changes to or modify the Software, unless such is allowed pursuant to a mandatory legal provision which may not be lawfully derogated from or with prior written approval of Betty Blocks;
  - to remove or render illegible indications of Betty Blocks and/or its licensors as the party entitled to the Software or parts thereof; or
  - access all or any part of the Software and Documentation in order to build a product or service which competes with the Software.
- 5.4.** For the avoidance of doubt:
- the rights provided under this article are granted to Partner only, and shall not be considered granted to any subsidiary or holding company of Partner, unless expressly agreed otherwise;
  - if Partner wishes to build an application using the Software for its own production purposes, then Partner must purchase a normal client license to the Software from Betty Blocks;
  - Partner may not use this Partner license to provide its Partner Services, such Partner Services are to be performed within the scope and under the License of a Client.
- 5.5.** Partner shall not access, store, distribute or transmit any material during the course of its use of the Software that:
- is libellous, defamatory, insulting, racist or discriminating, or incites hate;
  - infringes third-party rights, in any case including but not limited to Intellectual Property Rights;
  - violates the privacy of third parties, in any case including but not limited to distributing third-party personal data without sufficient legal grounds, or repeatedly harassing third parties by providing them with unsolicited communications;
  - contains hyperlinks, torrents or similar information of which Partner is aware or should be aware that it refers to material that infringes third-party rights;
  - is otherwise illegal or causes damage or injury to any person or property.

- 5.6. Partner will be responsible for the activities of anyone who Partner allows to use the Software. Partner is also responsible for ensuring that its employees comply with the Agreement with respect to the use of the Software. Partner shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and, in the event of any such unauthorised access or use, promptly notify Betty Blocks.
- 5.7. In case of a breach of this article, Betty Blocks is entitled to take action it considers reasonably necessary to protect its rights, like blocking a specific User's access to the Software or terminate the agreement.
- 5.8. Betty Blocks will use reasonable endeavors to realize the uninterrupted availability of its systems, network and Software, but offers no guarantees in this regard unless specifically otherwise agreed upon.

## **6. PAYMENT OF LICENSE FEES**

- 6.1. In so far as agreed, Partner shall pay the fees set out in the Partner Agreement for its Partner license to use the Software for the purposes of this Partner. All fees mentioned in the Partner Agreement are in Euros and exclusive of VAT, unless otherwise agreed upon.
- 6.2. Partner shall provide its invoicing details in a timely manner but no later than one (i) month after the commencement of the Agreement. Betty Blocks shall comply with reasonable invoicing requirements.
- 6.3. Payment can be made through direct debit collection or by transferring the amount to Betty Blocks' bank account or in another way as specified in the Partner Agreement. All amounts due by Partner under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.4. Each invoice is due and payable thirty (30) days after the invoice date, unless the Agreement specifies otherwise.
- 6.5. Betty Blocks is authorized to increase its fees once per year which in any event will not exceed 5%.

## **7. PROCEDURE**

- 7.1. The Partner commits that it will inform Leads of:
  - the fact that a License is subject to an offer and acceptance by Betty Blocks;
  - the fact that an offer of Betty Blocks and a License are subject to General Terms & Conditions;
  - other applicable conditions and/or pricing which Partner was instructed to share with Leads by Betty Blocks.
- 7.2. In case Parties refer a Lead to each other, then they shall do so via email, the Betty Blocks Partner platform, or in another manner prescribed by Betty Blocks. In case Partner finds a Partner Lead, then Partner shall share such Lead as soon as reasonably possible with Betty

Blocks so Betty Blocks can check if the Lead is already in contact with Betty Blocks or another Partner of Betty Blocks. If the Partner comes into contact with a Lead that is new to it, but who is already a Betty Blocks Client or a client of another Partner of Betty Blocks. The Parties shall assess the details of this situation and solely Betty Blocks decides which next steps the Parties shall take with regards to such Lead. When referring a Lead to each other, the Parties shall make sure to include the following information:

- General company information of the Lead (e.g., website, general contact information, company description);
- Contact information of the person with whom the Partner or Betty Blocks had contact and who agreed to be contacted regarding the purchase of a License or Partner Services;
- A summary of relevant previous contact between the Lead and the Partner or Betty Blocks.

**7.3.** The Partner shall comply with all reasonable instructions issued by Betty Blocks, including using forms and other information that has been made available by Betty Blocks. Forms that have been completed and signed must be sent to Betty Blocks as soon as possible, but in any event within two (2) working days.

**7.4.** Betty Blocks is not obliged to accept Leads that have been introduced and it shall notify the Partner when Betty Blocks does not accept a Lead. A lead is not considered valid, including but not limited to: (i) if the Lead is not registered in accordance with article 7.1, (ii) if another Partner or Betty Blocks already started the sales cycle, (iii) if the lead expired, or (iv) after this Partner Agreement is expired or terminated. If a Lead is not accepted by Betty Blocks such shall mean that the Partner is not entitled to any form of commission or compensation.

## **8. COMMISSIONS**

**8.1.** In the event Partner is eligible for commission, on the basis of the Agreement and in accordance with the Partner Program Guidelines, Betty Blocks will pay the commission quarterly in arrears and in accordance with what is agreed upon in the quarterly meetings in accordance with article 3.10. Partner shall provide, upon reasonable request, project and Client-related information to Betty Blocks for projects undertaken by both the Partner and Betty Blocks which is necessary for the purpose of calculating commissions.

**8.2.** The Partner is not entitled to commission in relation to a specific Lead in case such Lead has not converted into a Client within a timespan of three (3) months.

**8.3.** The Partner is not entitled to commission:

- if the conditions for such commission as agreed upon in the Partner Agreement have not been satisfied;

- with respect to Leads that applied independently and directly to Betty Blocks or to other Betty Blocks partners without the intervention of the Partner, or in the event Betty Blocks itself has performed relevant sales activities in relation to such Lead;
  - for Betty Blocks services, only licenses are eligible for commission;
  - the Proposed Lead is located in an area in which another partner has an exclusive arrangement for the sale of Software or which Betty Blocks is otherwise prohibited by agreement or law from accepting;
  - in case of fraud;
  - In the event that Partner has not met the criteria as stated in article 13.4.
- 8.4.** In case a proposed Lead does not result in a commission, Betty Blocks endeavours to timely inform Partner hereof. Betty Blocks shall also inform Partner in case Betty Blocks rejects a certain Lead. When informing Partner, Betty Blocks shall include the reason for rejection of the Lead or commission.
- 8.5.** Betty Blocks does not issue any guarantee concerning the income (commissions) to be generated by the Partner. Partner shall never be entitled to any form of remuneration whatsoever.
- 8.6.** Betty Blocks provides the Partner with a statement of the commission(s) that is owed after every three months (calendar quarter). This occurs at the latest on the last day of the month following the three months in respect of which a statement is provided.
- 8.7.** The Partner is obliged to check the commission calculated by Betty Blocks for correctness and completeness. Inaccuracies must be notified to Betty Blocks in writing within 7 days after the Partner receives the statement. The Partner will be deemed to have accepted the statement if no response has been received during this term. Betty Blocks will send Partner a credit invoice and use its best efforts to pay the credit owed to Partner within 30 days after the credit is sent by Betty Blocks.
- 8.8.** Betty Blocks is entitled to perform audits or have audits performed by a third party (for example; accountant) on the records and systems of Partner for the purpose of:
- Checking any claimed and/or paid out commissions, including validating the information on which such commission was based;
  - Checking if Partner's use of the Betty Blocks Software is in compliance with the Betty Blocks Terms and quality standards as conveyed in Betty Blocks training and certification programmes; and
  - ensuring compliance with the terms of the Agreement in general.
- 8.9.** In the event that such audit reveals any use of the Betty Blocks Software by Partner other than in material compliance with this Agreement, Partner will act promptly to repair such causes and reimburse Betty Blocks for all reasonable costs and expenses related to such audit which revealed the non-compliance in addition to any additional license fees and maintenance fees owed to Betty Blocks as a result of such non-compliance. For

clarification purposes: any costs and expenses incurred by Betty Blocks for audits which do not reveal any material non-compliance shall be at Betty Blocks' own expense.

## **9. MARKETING**

- 9.1.** Partner shall make every effort to promote, undertake all marketing activities, as long as such advertisement is in line with Betty Blocks guidelines, trademarks and Betty Blocks did not contradict or prohibit such advertisement. In conducting all partner marketing activities, Partner shall comply with all applicable law, rules, regulations and directives, including but not limited to those relating to email marketing and spamming.
- 9.2.** Partner will ensure that its marketing and advertising efforts will preserve the professional image and reputation of Betty Blocks and the Software. Partner will not use or disclose to any third party, Betty Blocks's Confidential Information or other information that might harm Betty Blocks as a company or brand. Partner may not alter or remove trademarks, service marks or other markings from Betty Blocks products (including but not limited to the Betty Blocks Software and Documentation). Partner will discontinue use of any promotional advertising or other material referring to Betty Blocks, the Software, or any trademarks and/or other intellectual property rights upon first request of Betty Blocks.
- 9.3.** Parties shall work in good faith to issue joint press releases and distribute business case(s); concerning the Partner, and for each successful Betty Blocks project implementation. Betty Blocks may include Partner's corporate name and logo in Betty Blocks's Client lists, Partner lists, and on Betty Blocks's website.
- 9.4.** Parties shall use the funds he may earn in the Marketing Development Fund solely in accordance with the Marketing Development Fund Guidelines (as detailed in the Partner Program Guidelines) for the mutual benefit of both Parties.
- 9.5.** Partner is prohibited from making inaccurate, deceptive, or otherwise misleading claims about Betty Blocks and Betty Blocks services. In addition, Partner is prohibited from (i) taking any action that may cause Partner Site's visitors to confuse between Partner and Betty Blocks; or (ii) misrepresent the relationship between Partner and Betty Blocks. For the avoidance of doubt, Partner may not claim that Betty Blocks endorses and/or sponsors Partners (website).

## **10. CONFIDENTIALITY AND NON-SOLLICITATION**

- 10.1.** A Party receiving confidential information from the other Party shall treat this as strictly confidential and use this solely in connection with its rights and obligations under the Agreement.
- 10.2.** Confidential information includes all information of which it can be assumed from the context that the disclosing Party would deem this to be confidential or of which the receiving Party should reasonably have recognized its confidential nature from the

content of the information. Confidential information also includes all information and data concerning or pertaining to the Agreement, the Services, pricing, service levels, Client Data, and more generally data concerning business operations, marketing, research, development, inventions, know-how, samples, product and service specifications, software, business relations, irrespective of the form in which this has been recorded or is provided.

- 10.3.** The obligation to treat certain information as confidential no longer applies if the receiving Party can prove that this information:
- is or becomes publicly available through no act or omission of the receiving Party;
  - was already in possession of the receiving Party prior to the date on which it was issued by the disclosing Party;
  - is available from a third party without this party being in default towards the disclosing Party arising from a confidentiality clause by distributing the information to the receiving Party; or
  - was developed by the receiving party independently and without the use of the information of the disclosing Party.
- 10.4.** Should a competent court or other government authority demand access to confidential information, the receiving Party is entitled to grant such access. However, to the extent permitted by applicable law, the receiving Party shall contact the disclosing Party prior to doing so, to enable the disclosing Party to take legal action against such access (e.g. an interim measure with a competent court). However, the receiving Party shall never be liable for granting access if legally obligated.
- 10.5.** During the term of the Agreement and for one year thereafter, the Partner shall not make an offer to employ or hire employees of Betty Blocks, or have such employees perform activities in any other way (for example on the basis of a contract to perform services), directly or indirectly, without prior written consent of Betty Blocks. For this clause an employee of Betty Blocks is also considered to be a person that was employed by Betty Blocks up until one year prior to such person starting any activities on behalf of the Partner.
- 10.6.** If the Partner in any way fails to comply with the foregoing provision, the Partner will pay Betty Blocks a compensation of € 25.000,- (twenty five thousand euros), without any further act or formality being required. The foregoing shall be without prejudice to any other rights of Betty Blocks, including the right to claim compensation for the actual damage caused by the violation, insofar as such damage exceeds the compensation of € 25.000,-.

## **11. LIABILITY**

- 11.1.** Betty Blocks is not liable towards the Partner for losses in connection with this Partner Agreement with the exception of cases of intent or wilful recklessness on the part of Betty Blocks.
- 11.2.** Betty Blocks is expressly not liable for indirect losses, including in any event but not limited to lost profit, intangible losses, any other financial loss and/or losses sustained by the Partner, the end user or third parties.
- 11.3.** If Betty Blocks is liable on the basis of a breach of contract or other legal grounds, its liability towards Partner shall be limited to at most the amount in commission to the Partner in the 12 months prior to the inception of the claim with an absolute maximum of € 50.000,-.
- 11.4.** The creation of any right to compensation is subject to the condition that the Partner reports the loss to Betty Blocks in writing within at most two months after it is discovered. In addition, Betty Blocks' liability on account of an attributable failure to comply with the Agreement only arises if the Partner provides Betty Blocks with a proper written notice of default, while giving Betty Blocks a reasonable period of time in which to remedy the failure, and Betty Blocks still attributable fails to comply with its obligations after that period has expired. The notice of default must include a description of the failure in as much detail as possible so that Betty Blocks is able to respond adequately.
- 11.5.** The Partner indemnifies Betty Blocks against all claims from Leads and/or third parties that are based on Betty Blocks' failure to comply with commitments made by the Partner and against claims based on unlawful conduct on the part of the Partner or its Users while using Betty Blocks.
- 11.6.** In the event of force majeure, Betty Blocks shall never be obliged to compensate for the resulting loss. Force majeure applies inter alia in case of disruptions to or breakdowns of the internet, telecommunications infrastructure, power failures, civil commotion, war, congestion, strikes, lockouts, business interruptions, supply stagnation, fires and floods, if these causes mean within reason that Betty Blocks is no longer able to comply.

## **12. INTELLECTUAL PROPERTY**

- 12.1.** Partner acknowledges and agrees that Betty Blocks and/or its licensors own all Intellectual Property Rights in and to the Software, the Deliverables and the Documentation, unless and to the extent expressly agreed otherwise by means of signed instrument. Partner is not permitted to remove or alter any statement concerning copyright, trademarks, trade names or other Intellectual Property Rights from the Software and/or the Documentation. Partner is not permitted to use or request domain names identical to or that confusingly

correspond to any object that is subject to any Intellectual Property Right belonging to Betty Blocks and/or its licensors.

- 12.2.** Unless otherwise expressly provided in the Agreement, Betty Blocks shall not acquire any Intellectual Property Rights in the Application(s) and Configuration(s) created by Partner. Betty Blocks will treat the Application(s) and Configuration(s) as confidential Partner information and will not make them available to third parties without separate permission. However, Betty Blocks cannot rule out that another client may choose a similar configuration, as this is beyond Betty Blocks' control.

### **13. TERM AND TERMINATION**

- 13.1.** The term of the Agreement shall commence from the date stated in the Partner Agreement and for the period defined in the Partner Agreement ("**Initial Term**"). If the Initial Term is not specified in the Partner Agreement, the Initial Term shall be deemed to have a duration of thirty-six (36) calendar months.
- 13.2.** Upon expiration of the Initial Term, the term of the Agreement shall automatically renew each time for additional successive terms of twelve (12) months each ("**Renewal Term**"), unless either Party gives the other Party written notice of non-renewal at least sixty (60) calendar days prior to the beginning of the Renewal Term.
- 13.3.** Each Party may terminate the Agreement in case of a material breach of contract on the part of the other Party. Such termination does require notice of default and a reasonable time to remedy such failure, with the exception of those cases where remedy is impossible.
- 13.4.** Partner shall perform its obligations hereunder in accordance with the highest applicable Industry Standards and in compliance with all applicable laws, rules and regulations. Partner may not offer any person or entity any payments or incentives. In case Betty Blocks has reason to believe that Partner does not meet market standards and best practices (e.g., evidenced by complaints of Mutual Clients or low Client satisfaction scores, e.g. lower than 7.5), then Betty Blocks shall issue a warning and provide Partner with reasonable time to improve. If Partner, after such reasonable time, still does not meet the level of service and professionalism that Betty Blocks may expect from its partners, then Betty Blocks is entitled to terminate the Agreement.
- 13.5.** Betty Blocks may terminate the Partner Agreement and/or suspend Partner's use of the Betty Blocks license immediately upon written notice to Partner; (i) in the event Partner breaches article 3, 5 or 9.7, (ii) within 30 days of Partner failing to meet the requirements applicable to the Agreement, (iii) if Betty Blocks determines that Partner is acting, has acted, in a way that has or may negatively reflect on or affect Betty Blocks, our Leads, or our Customers.
- 13.6.** Following termination of this Agreement, the Parties will be obliged to immediately remove all names and signs that indicate the relationship between Betty Blocks and the Partner and Betty Blocks, irrespective of the manner in which they were placed, with the

exception of statutory and financial obligations. The Parties will refrain from all announcements, acts, conduct etc. that could create the impression among end users and the public in general that the Partner or employees of the Partner are in any way affiliated with Betty Blocks' organisation and vice versa.

- 13.7.** When the Agreement ends, the Partner will be obliged to immediately return to Betty Blocks everything that was made available to it by Betty Blocks relating to or in connection with this Partner Agreement, such as price lists, promotional materials, and what has been made available to it on the basis of this Partner Agreement.
- 13.8.** Termination or the full or partial dissolution of this Agreement does not release the Parties from ongoing obligations that arise therefrom concerning, for example, liability, confidentiality, applicable law and the competent court.
- 13.9.** In case the Partner Agreement has been terminated, then the following shall apply:
- In case a Referral Partner refers a Lead to Betty Blocks before termination of the Agreement, and which Lead converts into a Client after Termination of the Agreement, he is eligible for commission in accordance with the terms of the Partner Agreement;
  - Any other form of commission will explicitly be excluded and, for the avoidance of doubt, Partner will no longer be entitled to any form of commission.
- 13.10.** After the termination of the Agreement, the Parties shall remain professional towards each other and shall not make negative statements about each other. Furthermore:
- Partner shall not induce Betty Blocks Clients to terminate their agreements with Betty Blocks; and
  - Partner shall not induce Betty Blocks Clients to purchase services similar to Betty Blocks' services from competitors of Betty Blocks.
- 13.11.** If Partner acts in contravention of previous article 13.10, it shall owe to Betty Blocks without judicial intervention an immediately due and payable penalty of one (1) time the commission owed in the previous 12 months by Betty Blocks to the Partner in connection with the Betty Blocks Client(s) approached by Partner within two years after the end of the Agreement, subject to a minimum of € 50,000 (in words: fifty thousand euros). This penalty does not limit Betty Blocks' right to claim any and all damages attributable to Partner's breach of the Agreement, insofar such damages exceed the penalty.

## **14. AMENDMENTS TO THE PARTNER TERMS**

- 14.1.** Betty Blocks has the right to amend these Partner Terms as well as the arrangements with respect to commissions once per calendar year.
- 14.2.** Betty Blocks shall announce changes and additions at least thirty (30) days before they enter into effect via Betty Blocks so that the Partner can take note thereof. Such an announcement may take place via email, Betty Blocks' partner portal or another medium chosen by Betty Blocks.

- 14.3.** If the Partner does not wish to accept a change or addition, Partner will have the right to terminate the Agreement until the effective date. Continued use after the effective date applies as acceptance of the changed or supplemented terms and conditions.

## **15. MISCELLANEOUS PROVISIONS**

- 15.1.** Dutch law applies to this Agreement.
- 15.2.** To the extent not otherwise provided for in mandatory law, all disputes related to Betty Blocks or this Agreement will be submitted to the competent Dutch court in the court district where Betty Blocks has its registered office.
- 15.3.** The version of the communication or information as stored by Betty Blocks is assumed to be correct, unless the Partner provides evidence to the contrary in that connection.
- 15.4.** Should any provision of this Agreement be found to be void, this will not affect the validity of the Agreement as a whole. In such cases, the Parties will adopt (a) new provision(s) to replace the provision(s) that are (is) void, which implements the intention of the original provision as much as possible by law.
- 15.5.** Betty Blocks has the right to transfer its rights and obligations under the Agreement to a third party that takes over Betty Blocks or the relevant business activity from it.
- 15.6.** This Agreement replaces and supersedes all possible previous written and oral agreements and/or arrangements concluded between the Parties with similar purpose.