


COMMISSION PARTNER AGREEMENT



"Teamleader wants to serve as many SMEs as possible and help them to work smarter. Through our commission model we want to appropriately reward Teamleader ambassadors for putting us in touch with new customers and for helping us reach a wider audience."

This commission partner agreement (hereafter: the "Agreement") sets out the conditions that must be met by a company in order to act as a commission partner of Teamleader and to be rewarded for bringing in new customers.

1. ABOUT TEAMLEADER



Company
details

Full company name	Teamleader NV
Company form	Limited company
Incorporated under	Belgian law
Registered office	Dok-Noord 3A (box 101) 9000 Ghent/BELGIUM
VAT	BE-0899.623.035

Registered with the Register for legal entities of Ghent, division Ghent

Throughout this Agreement we will refer to ourselves as "**TEAMLEADER**", "**We**" and "**Us**".

TEAMLEADER has developed and is the owner of an online software solution which facilitates online management and cooperation, and consists among other things of a CRM system, agenda, quotation management, API, project planning module, invoicing module, ticketing and Voice-over-IP.

We will be referring to our online software solution as the "**Solution**".

2. ABOUT OUR COMMISSION MODEL

Our commission model is pretty straight-forward. Here is how it works:

- I. The commission partner (hereafter: the "**Commission Partner**") refers a prospect to TEAMLEADER.
- II. The prospect becomes a TEAMLEADER customer.
- III. The Commission Partner receives a consideration as set out in Annex II.

3. DEFINITIONS

When used in this Agreement with a capital letter:

- (i) "**Account**" means the database of deliverables, online available to the Subscriber, created by TEAMLEADER and displaying the results of the performance of TEAMLEADER's Services. To be able to use TEAMLEADER's Services, the Subscriber must create an account with TEAMLEADER, which will be activated by TEAMLEADER;
- (ii) "**Agreement**" shall mean this agreement, together with all Annex(es) attached hereto or referenced herein, as executed by and between TEAMLEADER and the Commission Partner;
- (iii) "**Annex**" shall mean an annex to this Agreement which will form an integral part of this Agreement;

- (iv) **"Company Marks"** shall mean all present and future TEAMLEADER trademarks, service marks, logos (including the logo provided by TEAMLEADER to Commission Partner which allows the latter to indicate it is a certified Commission Partner for TEAMLEADER), and trade names, whether registered or not and all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world;
- (v) **"TEAMLEADER's Services"** means the services performed by TEAMLEADER in accordance with the Terms of Service, which include and relate to the Software, the Platform and services for online collaboration and management including API, agenda, customer relationship management application, project management application, ticketing tool and an invoicing tool, and which more in particular include (the use of) the online web-based applications, the search engine and the Platform – as provided by TEAMLEADER via the Website – and the Website itself;
- (vi) **"Demo Account"** means a demo account for the purpose of giving demonstrations to Prospects and potential end-users;
- (vii) **"Intellectual Property Rights"** means any and all now known or hereafter existing (i) rights associated with works of authorship, including copyrights, copyrightable or mask work rights, neighboring rights and moral rights; (ii) trademark or service mark rights; (iii) trade secret rights; (iv) patents, patent rights, rights to know-how and trade secrets, and industrial property rights; (v) layout design rights, design rights, topographic right (vi) Internet domain names, (vii) rights to software and computer software programs (including but not limited to source code and object code), rights to data, database sui generis right and documentation thereof; and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; whether registered or not and (viii) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world;
- (viii) **"Personal Data"** means any data concerning an identified or identifiable individual;
- (ix) **"Platform"** means the CRM platform of TEAMLEADER which provides TEAMLEADER's Services;
- (x) **"Price Modules"** means the price lists related to TEAMLEADER's Services, as well as the prices of the offered training sessions by TEAMLEADER for Subscribers, as described in **Annex I**; as may be amended from time to time by TEAMLEADER in its sole discretion;
- (xi) **"Privacy Legislation"** means:
 - a. the General Data Protection Regulation of 27 April 2016 ("the Regulation of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC"); and/or
 - b. all Belgian laws regarding the implementation of this Regulation.
- (xii) **"Processing/Process"** means any operation (subject to private law) or set of operations which is performed on Personal Data, including, but not limited to: collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of Personal Data.
- (xiii) **"Prospect"** means a potential Subscriber;
- (xiv) **"Prospect Lead"** means a Prospect the Commission Partner refers to TEAMLEADER;
- (xv) **"Order Form"** means the order form – as made available by TEAMLEADER to the Commission Partner in the tool, module and/or landing page – which must be filled out by the Commission Partner or Client in case a Prospect is interested in purchasing or wishes to purchase TEAMLEADER's Services pursuant to the promotion, marketing and offering for sale of TEAMLEADER's Services by the Commission Partner;
- (xvi) **"Commission Partner Consideration"** means the remuneration payable to the Commission Partner pursuant to **Article 5.1** of this Agreement, which is due if the following requirements are cumulatively met:
 - the Commission Partner has promoted, marketed and offered for sale/sold TEAMLEADER's Services to a Prospect;
 - the Commission Partner has subsequently filled out an Order Form;
 - TEAMLEADER has accepted this Order Form; and
 - TEAMLEADER has received Subscriber's payment relating to the purchase of TEAMLEADER's Services in accordance with the Terms of Service of TEAMLEADER.
- (xvii) **"Software"** means the software (in both source and object code form) and the software programs and any associated user interfaces and related technology that TEAMLEADER makes available pursuant to its Website and Platform and which relates to TEAMLEADER's Services. Software shall include without limitation all modules, applications, routines and subroutines thereof and all source and other preparatory materials relating thereto,

including but not limited to user requirements, functional specifications and programming specifications, ideas, principles, algorithms, flow charts, logic, logic diagrams, orthographic representations, file structures, coding sheets, coding and including any relevant manuals or other documentation and computer generated works and any other written, pictorial or graphic materials;

- (xviii) **"Subscriber"** shall mean the end-user which is a person, company or legal entity who has purchased TEAMLEADER's Services and who has been granted an Account;
- (xix) **"Term"** shall mean the term of this Agreement as specified in **Article 8.1** of this Agreement;
- (xx) **"Terms of Service"** means the terms of service, which govern the use of TEAMLEADER's Services and are made available on the Website.
- (xxi) **"Website"** shall mean TEAMLEADER's website, available at <http://www.teamleader.eu>.

4. LICENSE AND LIMITATIONS

4.1 **Appointment.** TEAMLEADER hereby appoints Commission Partner, and Commission Partner hereby accepts the appointment, as TEAMLEADER's non-exclusive Commission Partner of TEAMLEADER's Services during the Term of this Agreement.

4.2 **Grant of rights.** During the Term of this Agreement and subject to the terms and conditions herein and with respect to TEAMLEADER's Services only, TEAMLEADER grants to the Commission Partner a personal, limited, non-exclusive, non-transferable, non-assignable, revocable license to promote, market and offer for sale to Prospects TEAMLEADER's Services in the name and on behalf of TEAMLEADER, whether or not in combination with additional Commission Partner's Services.

Commission Partner is not allowed to sub-license its engagements and obligations (i.e. offering TEAMLEADER's Services to Subscribers) under this Agreement to a third party. It has been expressly agreed between the Parties that Commission Partner shall not be allowed to conclude any sale or license of TEAMLEADER's Services in its own name and/or on behalf of TEAMLEADER.

Notwithstanding the foregoing, nothing provided in this Agreement permits Commission Partner to, nor allows a Subscriber to, except as may be allowed by any applicable law which is incapable of exclusion by Agreement between the Parties: (i) decompile, disassemble, reverse engineer the Software; (ii) use the Website, Platform and/or Software in any manner that extends or is broader than the license terms and conditions granted herein.

4.3 **The Commission Partners mission.** The Commission Partner's mission constitutes of the following tasks (non-limitative):

- To promote and market TEAMLEADER's Services;
- To visit, prospect and solicit orders from Prospects for TEAMLEADER's Services and to offer for sale;
- To sell TEAMLEADER's Services to the Prospect;
- (if applicable) facilitating the negotiations between TEAMLEADER and the Prospect with a view of any potential amendments or provisions regarding customizations.

Parties expressly agree that the negotiation regarding any modifications or any provisions relating to potential customizations is not part of the Commission Partner's mission, as only TEAMLEADER is authorized to enter in such negotiations entailing a deviation of the Terms of Service.

4.4 **License to Company Marks.** TEAMLEADER shall have and retain sole ownership of the Company Marks, including the goodwill pertaining thereto. Commission Partner shall be obliged to use the Company Marks for the purpose of commercializing TEAMLEADER's Services under this Agreement and in the manner set forth in the (style) guidelines provided by TEAMLEADER from time to time and subject to and consistent with the terms and conditions of this Agreement. For this purpose only and during the term of this Agreement, Commission Partner is granted a personal, limited, non-exclusive, non-transferable, non-assignable license to use the Certified TEAMLEADER Logo, without the right to sublicense solely in connection with and solely to the extent reasonably necessary for the marketing, distribution, and support of TEAMLEADER's Services. All use of the Company Marks by Commission Partner inures to the sole benefit of TEAMLEADER. Under no circumstances may Commission Partner utilize the Company Marks except in conjunction with its obligations and engagements under the present Agreement.

4.5 **Advertising and reference by TEAMLEADER.** TEAMLEADER may refer to or identify Commission Partner in any advertising or publicity releases or promotional or marketing correspondence to third parties, without prior written consent of the Commission Partner. For this specific purpose and for the duration of this Agreement, Commission Partner grants TEAMLEADER a personal, limited, non-exclusive, non-transferable, non-assignable license to use the logo and/or trademark of Commission Partner.

- 4.6 **Terms of Service.** Commission Partner must inform its Prospects and Subscribers that to be able to use the Demo Account as well as the Account(s), the latter must accept the Terms of Service of TEAMLEADER. In this respect, the Commission Partner shall provide the Prospect with a copy of the latest version of the Terms of Service.
- 4.7 **Modifications and upgrades.** TEAMLEADER retains the right, in its sole discretion, to upgrade or modify TEAMLEADER's Services and the Software pertaining thereto from time to time. TEAMLEADER shall not be held liable in any way, either contractually nor extra-contractually, for discontinuing an older release and/or version of the Software.
- 4.8 **Limitations.** This Agreement does not constitute an exclusive grant to Commission Partner of any specific customer, territory, or geographic area. TEAMLEADER may, in its sole discretion, and without obligation, notice or liability to the Commission Partner, appoint other partners, distributors, licensees, representatives or agents. TEAMLEADER reserves all rights not expressly granted to Commission Partner by this Agreement.

The Commission Partner expressly agrees not to use the name TEAMLEADER in any paid advertising, promotion or marketing via Google Ads, Bing Ads, LinkedIn, Facebook or any similar search engine (including, but not limited to bidding on the keyword 'Teamleader'), without TEAMLEADER's prior written consent. TEAMLEADER may, at its discretion, determine when such practice is contrary to the image and goodwill of TEAMLEADER and its Solution and, consequently, prohibit such marketing activities. In addition, the Channel Partner agrees that any other planned marketing communication using the TEAMLEADER name and/or logo will first be submitted to TEAMLEADER and may not be published without TEAMLEADER's prior written consent, which shall not be unreasonably withheld. The Channel Partner shall not falsely create the impression in its marketing communications that it is a TEAMLEADER entity.

5. OBLIGATIONS OF COMMISSION PARTNER

- 5.1 **General Obligations.** Commission Partner shall at all times during this Agreement use its best efforts and devote sufficient time as may be necessary to market, promote and/or sell TEAMLEADER's Services, the Website and the Platform. The Commission Partner shall at all times comply with the reasonable directives issued by TEAMLEADER from time to time.
- 5.2 **Sales and Orders.** Parties expressly agree that the Commission Partner is to market TEAMLEADER's Services to Prospects at no other prices than the prices listed in the Pricing Modules as set forth in **Annex I**. In the event TEAMLEADER has the intention of amending its Pricing Modules, it shall notify the Commission Partner thereof ten (10) calendar days in advance of the application of the amended Pricing Modules.

The purchase and delivery of TEAMLEADER's Services shall only occur (i) by filling out the Order Form and upon acceptance thereof by TEAMLEADER (which TEAMLEADER shall not unreasonably withhold), (ii) after a 14-day trial period and (iii) upon receipt of Prospect's payment for TEAMLEADER's Services in accordance with the Terms of Service.

No Order Form shall be binding on TEAMLEADER unless accepted. The Order Form shall be either approved or rejected by TEAMLEADER, in its sole discretion, within two (2) business days of receipt of the filled out Order Form. In the event of TEAMLEADER rejecting the Purchase order, TEAMLEADER shall indicate the reasons for rejection and Commission Partner shall not promote TEAMLEADER's Services to such Prospect.

In the event of TEAMLEADER rejecting the Order Form, TEAMLEADER has to indicate the reasons for rejection and Commission Partner shall no longer promote TEAMLEADER Services to such Prospect.

If TEAMLEADER accepts the Order Form, TEAMLEADER shall activate the Subscriber's Account (or if the case may be upgrade the existing Demo Account) and invoice the Subscriber for the purchase of TEAMLEADER's Services. When TEAMLEADER receives Subscriber's payment relating to the purchase of TEAMLEADER's Services in a certain quarter, TEAMLEADER shall pay the Commission Partner a Commission Partner Consideration within sixty (60) calendar days after receipt of Commission Partner's invoice, which must be send pursuant to **Article 5.3** and **Annex II** of the present Agreement.

- 5.3 **Training.** TEAMLEADER shall provide training to Commission Partner or its personnel through tutorials and several tests, which the Commission Partner must follow as part of its obligations under this Agreement.
- 5.4 **Representations.** Commission Partner shall not, under any circumstances, make any representations or warranties to any Subscriber or other person or entity that are (i) inconsistent with or (ii) in addition to the warranties and representations contained in the Terms of Service. Commission Partner shall not make any false or misleading representations to Subscribers, Prospects, or others regarding TEAMLEADER or TEAMLEADER's Services, Website and/or Platform, the Pricing Modules, and shall conduct its operations in such a manner that the name and reputation of TEAMLEADER and TEAMLEADER's Services, Website and/or Platform shall not suffer thereby.

The Commission Partner warrants that it is acquiring TEAMLEADER's Services solely for resale (granting a right to use) to Prospects or Subscribers, in accordance with this Agreement. The Commission Partner will not resell, license, sublicense or distribute TEAMLEADER's Services to other Commission Partners of (whether or not affiliated with) TEAMLEADER, whether or not such other Commission Partners are authorized by TEAMLEADER to resell or license TEAMLEADER's Services or other TEAMLEADER products.

The Commission Partner shall not incorporate into, combine with, or distribute in conjunction with TEAMLEADER's Services and/or the Software any product, software or other appliance that is licensed pursuant to free or open source license terms in such a manner that would or may render the Software (in whole or in part) free software or open source software or would otherwise restrict TEAMLEADER's free use and/or commercialization of TEAMLEADER's Services (and/or the Software).

5.5 **Compliance with laws.** Commission Partner shall comply with all laws and regulations. Commission Partner shall further ensure that its Subscribers comply with all applicable laws and regulations.

Commission Partner shall at all times refrain from engaging in any illegal, unfair or deceptive trade practices or unethical business practices whatsoever with respect to TEAMLEADER's Services (including but not limited to the marketing and support services) it offers in the scope of this Agreement.

6. OBLIGATIONS OF TEAMLEADER

6.1 **Best effort.** At a minimum, TEAMLEADER shall use best efforts to assist Commission Partner in executing this Agreement. TEAMLEADER shall provide after-sales and support to the Subscribers throughout the term of the Subscriber's use of TEAMLEADER's Services.

6.2 **Payment of the Commission Partner Considerations.** TEAMLEADER shall be responsible for (i) invoicing the Subscribers, (ii) collecting payment from its Subscribers, and (iii) paying the agreed Commission Partner Consideration to the Commission Partner in accordance with the relevant provisions under this Agreement.

6.3 **Information.** TEAMLEADER shall provide Commission Partner with sufficient information concerning TEAMLEADER's Services.

7. CONSIDERATION

7.1 **Commission Partner Consideration.** Under the conditions as set forth in this Agreement, Commission Partner shall be entitled to receive the Commission Partner Consideration as set forth in **Annex II** of the Agreement. Parties expressly agree that the Commission Partner shall only be entitled to receive the Commission Partner Consideration upon the moment TEAMLEADER receives payment from the Prospect for TEAMLEADER's Services in accordance with the Terms of Service.

7.2 **Reporting.** At the end of each calendar quarter or at the latest at the end of the first month of the following quarter, TEAMLEADER shall issue Commission Partner Consideration statements to the Commission Partner. Such statements shall contain (i) a breakdown of the Commission Partner Consideration that have become due in the previous quarter and (ii) the relevant data on the basis of which the Commission Partner Consideration have been calculated. Irrespective to **Article 5.1**, any Commission Partner Consideration shall only be due and payable if such Commission Partner Consideration is included in the written statement of that relevant quarter.

7.3 **Invoices and payment.** Upon receipt of the written statement mentioned in **Article 5.2** and in accordance thereof, Commission Partner shall send TEAMLEADER an invoice. Invoices can solely be send by email to the following payables@teamleader.eu.

Payment by TEAMLEADER shall be made in euro within sixty (60) days of TEAMLEADER's receipt of the Commission Partner's invoice. In the event that TEAMLEADER disputes any invoice, TEAMLEADER shall state in writing its reason for withholding any or all of the payments requested by the Commission Partner within a reasonable period of time, in no event exceeding thirty (30) calendar days as from the day of the receipt of Commission Partner's invoice. In the event that the dispute is not resolved within forty-five (45) days of receipt of the invoice, TEAMLEADER shall be permitted to withhold the portion of the invoice that is in dispute, until the matter is resolved.

8. CONFIDENTIALITY & DATA PROTECTION

8.1 **Confidentiality.** Each Party shall protect against any unauthorized disclosure of the information and data of the other Party (or its agents or subcontractors) which is indicated to be confidential or proprietary or which by its nature is confidential or proprietary ("Confidential Information") by using all necessary measures and at least the same degree of care as it takes to preserve and protect its own Confidential Information.

The receiving Party agrees that disclosure and receipt of the Confidential Information shall oblige the receiving Party not to use (and to procure that its employees, agents, representatives and any other third parties do not use) the Confidential Information except to perform its obligations hereunder. Each Party shall promptly advise the other Party in writing of any misappropriation or misuse of Confidential Information of the other Party of which the notifying Party becomes aware.

- A receiving Party shall not be required to treat as confidential any information which:
- can be proven to the reasonable satisfaction of the disclosing Party to be already in its possession;

- becomes publicly available other than as a result of any breach of this Agreement by the receiving Party;
- can be proven to the reasonable satisfaction of the disclosing Party to be independently developed by the receiving Party;
- which is lawfully obtained from any third party without restriction on disclosure.

Nothing in this Article shall prevent a Party from disclosing Confidential Information where ordered to do so by a court or a statutory or regulatory body with power to order such disclosure. In that case the disclosure shall be strictly limited to that part of Confidential Information which is required by any court of competent jurisdiction or by any statutory or regulatory body to be disclosed.

Except as expressly provided elsewhere in this Agreement, TEAMLEADER and Commission Partner agree that the terms and conditions of this Agreement shall be treated as Confidential Information and that no reference to the terms and conditions of this Agreement can be made in any form without the prior written consent of the other Party; provided, however, that either Party may disclose the terms and conditions of this Agreement: (i) as required by any court or other governmental body solely to such body under a protective order; (ii) in confidence to legal, financial and accounting advisors and affiliates of the Parties; and (iii) in confidence, in connection with the enforcement of this Agreement.

8.2 Data Protection. Without prejudice to the above, the Commission Partner commits in any case – whenever the Confidential Information concerns Personal Data – to Process these Personal Data in a proper and careful way, as well as in accordance with the Privacy Legislation and other applicable rules concerning the Processing of Personal Data.

In this context, the Commission Partner commits to take suitable, technical and organizational measures to secure such Personal Data in an adequate way and keep it secured against loss or any form of uncareful, unprofessional or unlawful use of Processing, whereby the state of the art will be taken into account.

In case the Commission Partner fails to take suitable technical and organizational security measures and subsequently neglect to take suitable measures within a reasonable time set forth by TEAMLEADER, TEAMLEADER is entitled – without prejudice to its other rights as set out in this Agreement and/or the law - to execute the aforementioned measures itself or to appeal on a third party for the execution thereof at the expense of the Commission Partner.

The Commission Partner shall not be entitled to appeal on a third party for the Processing of Personal Data, nor to transfer Personal Data to a third party without prior written consent of TEAMLEADER. In case of prior written approval of TEAMLEADER, the Commission Partner makes sure that the third party in question has at least the same obligations as described in this Agreement.

9. INTELLECTUAL PROPERTY

9.1 TEAMLEADER exclusively owns and retains all right, title, interest in and to, and ownership of all Intellectual Property Rights in or pertaining to TEAMLEADER's Services, the Platform, the Software, the Website and all the documentation and materials pertaining or relating thereto (including any copies and portions thereof), whether in machine readable or printed form, including, without limitation, (i) all software, documentation and materials which are related to TEAMLEADER's Services, the Platform, the Website and any Documentation, (ii) all modifications to, and derivative works, compilations or collective works of, TEAMLEADER's Services and documentation, and (iii) all related technical know-how and all rights (including Intellectual Property Rights) therein. Commission Partner agrees to be bound by and observe the proprietary nature of TEAMLEADER's Services and documentation. Commission Partner may not copy, duplicate, reverse engineer, reverse compile, disassemble, record or otherwise reproduce TEAMLEADER's Services and documentation or any part of them except as expressly provided in this Agreement.

10. TERM AND TERMINATION

10.1 **Term.** This Agreement is effective from the Effective Date and shall, subject to the provisions of **Article 8.4**, continue in effect for an indefinite duration

10.2 **Termination in mutual agreement.** The Agreement can in any case be terminated by mutual agreement between Parties.

10.3 **Termination by notice.** This Agreement can be terminated by either Party at any time and without compensation upon the provision of prior written notice of:

- Fourteen (14) calendar days, in the event the Agreement is terminated within the first three (3) months following the Effective Date;
- One (1) month, in the event the Agreement is terminated during months four (4) to twelve (12) following the Effective Date;
- Three (3) months, in the event the Agreement is terminated during months thirteen (13) to thirty-six (36) following the Effective Date;

- Six (6) months, in the event the Agreement is terminated as of month thirty-seven (37) following the Effective Date, starting the first day of the month following the date of delivery of the notice.

10.4 **Termination due to material breach or exceptional circumstances.** Notwithstanding any provisions to the contrary in this Agreement, both Parties are entitled to terminate this Agreement at any time and without legal intervention in the event:

- A Party materially breaches any of the provisions of this Agreement and, notwithstanding a registered letter from the other Party to refrain from such a breach in the future and, if possible, to prevent such a breach or breaches from occurring in the future and to rectify the situation, fails to comply with such a request within thirty (30) days following the receipt of such a registered letter, without prejudice of the other Party to claim from the defaulting Party an additional compensation as a result of this contractual breach;
- Of exceptional circumstances which make it impossible to continue any professional cooperation between TEAMLEADER and the Commission Partner.

10.5 Parties agree that the following circumstances should be considered as exceptional circumstances:

- If the Commission Partner ceases its payments, files a declaration for bankruptcy, is declared bankrupt, enters into a liquidation or similar proceedings or is liquidated;
- Every circumstance which affects the ability of one of the Parties to comply with his contractual obligations in a thorough manner or where it cannot reasonably be expected that the Party fulfills his contractual obligations;
- A material change in the Commission Partner's management, business, assets or shareholding structure;
- If the Commission Partner is confronted with a change of control, as defined in Article 5 of Belgian Company Code;
- If the Commission Partner is convicted for acts by which the confidence of TEAMLEADER may be violated (such as but not limited to: conviction for theft, trade in stolen goods, forgery, drunk driving during the execution of the Agreement);
- Force majeure or hardship which continues for an uninterrupted period of more than three (3) months following the moment on which the Party, which is confronted with this force majeure, notifies the other Party thereof (such as but not limited to: abnormal and unforeseeable circumstances, fire, flood, strikes, labor disputes or other industrial disturbances, (declared or undeclared) war, embargoes, threat and acts of terrorism, legal restrictions, riots, insurrections, governmental regulations and novelty of the Platform or Website or other unanticipated Platform and/or Website development problems ("**Force Majeure**").

10.6 In the event of such termination, notified by registered letter, the Agreement will be automatically terminated without a period of notice or compensation and without prejudice to the right of compensation.

10.7 **Consequences of termination.** Upon termination of this Agreement (for whatsoever reason) and unless expressly agreed otherwise in writing between Parties:

- The rights and licenses granted to Commission Partner under this Agreement shall terminate;
- Commission Partner shall immediately cease all marketing and distribution of TEAMLEADER's Services, and shall in no way whatsoever pretend to be TEAMLEADER's Commission Partner.
- Each Party (as receiving Party) shall immediately return to the other Party (as disclosing Party) all Confidential Information (of the disclosing Party) it has in its possession or under its control or certify in writing to the disclosing Party that all such Confidential Information has been destroyed;
- Where applicable, Commission Partner shall immediately return to TEAMLEADER any marketing and promotional materials and/or documentation supplied by TEAMLEADER which are in Commission Partner's possession or under its control;
- Commission Partner shall immediately cease all display, advertising and use of the Company Marks and, thereafter shall not use, advertise or display any trademark, trade name, logo or designation or any part thereof which is similar to or likely to cause confusion with the Company Marks;
- Commission Partner shall only be entitled to receive any Commission Partner Consideration for any Prospect or Subscriber for whom the Commission Partner submitted an Order Form before the termination of this Agreement upon the condition that such Order Form has been accepted by TEAMLEADER (cfr. **Article 3.2**);
- The termination of the present Agreement, for whatever reason, shall not prejudice the rights acquired by each Party.

For the avoidance of doubt, termination of the Agreement by notice in accordance with **Article 8.3** shall not affect the Commission Partner's right to (the remaining part of) the Commission Partner Consideration and/or the kickback fee under this Agreement.

11. INDEMNITIES AND LIABILITIES

- 11.1 **Disclaimer.** Except as expressly provided in this Agreement, TEAMLEADER makes no warranty to the Commission Partner, the Subscribers or any other party, and hereby expressly disclaims all warranties, whether express or implied, with respect to the website, the Platform, TEAMLEADER's Services or any maintenance or support services, including but not limited to warranties of merchantability, of quality, of fitness for a particular purpose, of absence of hidden defects, and any warranty that may arise from course of performance, by reason of usage or trade or course of dealing. In no event does TEAMLEADER warrant that the Website or the Platform, will operate without interruption, or will be free of defects, or not vulnerable to intrusion or attack.
- 11.2 The Commission Partner shall be responsible for any warranty it extends either directly or indirectly, expressly or by operation of law, beyond the warranty expressly granted in this section.
- 11.3 **Commission Partner's Indemnification.** Commission Partner shall indemnify and/or hold harmless TEAMLEADER, its officers, directors, employees and agents (hereinafter a "**TEAMLEADER Indemnitee**") from and against all claims of whatever nature that might arise from the existence, implementation and/or termination of this Agreement and which have been caused by its own negligence, fault or carelessness or by any of its affiliates and/or staff.

The Commission Partner shall be liable for any damage, including direct or indirect, consequential damage, special or additional, physical and/or moral damage to property and/or immaterial damages suffered by TEAMLEADER, its personnel and/or third parties and which is caused by the Commission Partner, without prejudice to any other rights and remedies of the Commission Partner.

This liability is unlimited in any case of personal injuries.

- 11.4 **Limitation of TEAMLEADER's Liability.** TEAMLEADER's liability shall be limited to the lower of the following two amounts: (i) the average Commission Partner Consideration paid to the Commission Partner during the last two (2) quarters, or (ii) the amount of the payment of the insurance policies entered into by TEAMLEADER and in any case be limited to the liability mandatory under Belgian law.

12. MISCELLANEOUS

- 12.1 **Terms of Service.** The Terms of Service shall also apply to the relation between Commission Partner and TEAMLEADER. By entering into this Agreement with TEAMLEADER, Commission Partner accepts the Terms of Service. In case of contradiction between the Terms of Service and this Agreement, the provisions of this Agreement shall prevail.
- 12.2 **Amendments.** Any amendments to this Agreement, as well as any additions or deletions, shall be agreed in writing by both the Parties.
- 12.3 **Assignment.** Commission Partner may not assign this Agreement or any rights or obligations hereunder, by either operation of law or otherwise, without the prior written consent of TEAMLEADER, which shall not be unreasonably withheld.
- 12.4 **Severability.** Whenever possible, the provisions of this Agreement shall be interpreted so as to be valid and enforceable under the applicable law. However, if one or more provisions of this Agreement is found to be invalid, illegal or unenforceable (in whole or in part), the remainder of the provision and of this Agreement shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed. Moreover, in this case the Parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision which embodies as closely as possible the purpose of the invalid, illegal or unenforceable provisions. If Parties do not reach an agreement, then the competent court may mitigate the invalid provision to what is (legally) permitted.
- 12.5 **Headings.** The headings of this Agreement, along with its Annexes, are for convenience only, and shall not in any way limit or affect the meaning or interpretation of any terms hereof.
- 12.6 **Waiver.** The (repeated) non-enforcement of any right by TEAMLEADER can only be regarded as tolerance with regard to a specific condition, and shall not waive the right of TEAMLEADER to invoke this at a later time.
- 12.7 **Entire Agreement.** This Agreement, along with the Annexes, which are incorporated herein by reference, sets forth the entire Agreement between the Parties with respect to the subject matter hereof and completely supersedes and replaces any and all prior or contemporaneous proposals, communications, statements, agreements, understandings and representations between the Parties, whether written or oral, concerning the subject matter hereof. The Parties agree that only the English version of this Agreement and of Annexes shall be authoritative between the Parties.
- 12.8 **Compensation.** In accordance with the Belgian Act on Financial Collaterals of 15 December 2004, TEAMLEADER and the Commission Partner shall mutually compensate and set off automatically and lawfully all existing and future debts towards each other. This means that in the permanent relationship between TEAMLEADER and the Commission Partner only the largest receivable shall ever remain on balance.

In any event this set-off shall be enforceable against any trustee in bankruptcy and other joint creditors, who will therefore not be able to object to the set-off performed by TEAMLEADER and the Commission Partner.

- 12.9 **Language.** This Agreement can be consulted in Dutch, English, French, Italian, Spanish and German. In case of a discrepancy between the different versions, the Dutch version prevails.

13. APPLICABLE LAW & JURISDICTION

- 13.1 **Applicable law.** All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of this Agreement shall be governed by and construed in accordance with the Belgian law.
- 13.2 **Jurisdiction.** Any dispute concerning the validity, interpretation, enforcement, performance or termination of this Agreement shall be submitted to the exclusive jurisdiction of the courts where TEAMLEADER has its registered office.

ANNEX I: PRICING MODULES

Modules

Module	Annual payment	Quarter payment
CRM	€ 25/month	€ 30/month
Invoicing	€ 25/month	€ 30/month
Projects	€ 50/month	€ 60/month
Support tickets	€ 50/month	€ 60/month

Prices above are standard for 2 users, 10.000 contacts/companies, 10.000 products and 35GB file storage. All of these can be expanded.

Options

Options	Annual payment	Quarter payment
Extra user	€ 10/month	€ 12/month
Extra contacts (10.000)	€ 10/month	€ 10/month
Extra products (10.000)	€ 10/month	€ 10/month
Extra 10GB	€ 3/month	€ 3/month

Support

Your client can use our support channels on working days from 9 am to 6 pm:

- By phone at +32 298 06 15
- By e-mail at support@teamleader.be

ANNEX II: CONSIDERATIONS

Commission rules:

In accordance with the provisions of this Agreement the following fees shall be applicable to all Subscribers provided by the Commission Partner:

- Year 1 of the subscription: 25 % of the subscription fee paid by the Subscriber to TEAMLEADER
- Year 2 of the subscription: 25 % of the subscription fee paid by the Subscriber to TEAMLEADER
- Year 3 of the subscription: 25 % of the subscription fee paid by the Subscriber to TEAMLEADER

The applicable fees shall be quarterly calculated and communicated to the Commission Partner (cfr. **Article 5.2**).

Kickback fee

In addition to the above fee(s), the Commission Partner might receive a kickback fee whereby the kickback fee shall be calculated on:

- the number of yearly subscriptions sold during one (1) calendar year (with a minimum of four (4)); and
- the ARR range.

	Kickback fee	
Min – max ARR	≥ 4 and < 10 Subscribers / year	≥ 10 Subscribers / year
€ 0.00 - € 650.00	€50.00	€100.00
€ 651.00 - € 1,200.00	€100.00	€200.00
> € 1,201.00	€150.00	€300.00

This kickback fee is calculated at the end of each year (31/12/xxx) and shall be communicated to the Commission Partner before the end of February of the following year.

Following such communication, the Commission Partner shall invoice in euro the communicated amount to TEAMLEADER, which shall be paid by the latter within sixty (60) days following receipt of the Commission Partner's invoice

Without prejudice to the above, the Commission Partner shall only be entitled to such additional kickback fee when it relates to new Subscribers with a yearly subscription.

Commission Partner account

In the event, the Commission Partner is also a Subscriber and has thus an Account, the Commission Partner shall be granted the following discount with regard to the price of its Account:

- ≥ 4 and < 10 Subscribers: 50 % discount on the annual fee, paid by the Commission Partner for TEAMLEADER's Services
- ≥ 10 Subscribers: 100 % discount on the annual fee, paid by the Commission Partner for TEAMLEADER's Services