

1. DEFINITIONS:

"New Contact" means a registered contact (including all its affiliates) of the Referral Partner that is at the time not in the customer portfolio or an existing contact or business opportunity of LeaseWeb or its affiliates in any way.

"Referred Customer" means a New Contact that enters into an agreement (sale of Services to a "net new customer") with an independent LeaseWeb company. Renewals of existing contracts of former customers (including all affiliates) and sales of upgrades and add-on services for existing infrastructure will not be considered as such.

"Referral Partner" means a party who is accepted by LeaseWeb as its Referral Partner and is entitled to refer a New Contact to LeaseWeb. Employees and / or their family members are excluded to become a Referral Partner.

2. INTRODUCTION

- 2.1 The LeaseWeb brand consists of a number of different individual companies (inter alia LeaseWeb Global Services B.V., LeaseWeb Netherlands B.V., LeaseWeb Deutschland GmbH, LeaseWeb USA Inc., hereafter together "LeaseWeb") that act under the brand name LeaseWeb.
- 2.2 The LeaseWeb companies LeaseWeb Netherlands B.V., LeaseWeb Deutschland GmbH, LeaseWeb USA Inc. provide - amongst other - the following services in their respective countries: hosting services, datacenter services and network services. LeaseWeb Global Services B.V. provides several services on behalf of the aforementioned LeaseWeb companies, for example the design and maintenance of the LeaseWeb websites (including customer portal), support and provisioning.
- 2.3 LeaseWeb embraces all warm introductions to New Contacts in general. A Referral Partner is in no way obliged to refer any contact(s) or to actively pursue new potential customers. For the avoidance of doubt, LeaseWeb never works with agents (as described in for example article 7:428 Dutch Civil Code) and/or enters into an agent agreement.
- 2.4 A Referral Partner that intends to refer one or more of its contacts to LeaseWeb shall submit the New Contact through the following form: <https://www.leaseweb.com/partner-programs/referral/submit-referral-lead> which is managed and maintained by LeaseWeb Global Services. LeaseWeb Global Services will verify if the New Contact has any interest in services from one of the LeaseWeb companies and will determine which LeaseWeb company is suitable in respect to the wishes of the New Contact, based, for example, on the location in which the Customer wants to render services. LeaseWeb Global Services shall make an introduction between the New Contact and the sales team of the appointed LeaseWeb Company.
- 2.5 The appointed LeaseWeb company will initiate negotiations with the New Contact following the introduction. Referral Partner expressly agrees that LeaseWeb is entitled to initiate contact and negotiations with the New Contact. However, at any point in time, LeaseWeb may – at its sole discretion - refuse to accept a New Contact as a Referred Customer, for example if the New Contact: (i) does not qualify as a New Contact; (ii) is the subject of a public Request for Proposal (RFP); or (iii) is not a desirable customer for inter alia credit and/or AUP reasons.
- 2.6 If a LeaseWeb company and the New Contact enter into an agreement (the "New Agreement"), then the New Contact becomes a Referred Customer, in which case the Referral Partner could be entitled to a referral fee paid by said independent LeaseWeb Company.
- 2.7 The terms and conditions of the referral program (including the payment of a referral fee) are provided in this document. However, the General Terms and Conditions of the independent LeaseWeb company that enters into an agreement with the Referred Customer, shall at all times be applicable and are an inherent part of these Referral terms and conditions. The Terms

and Conditions of the different LeaseWeb companies can be found at leaseweb.com/en/legal.

REFERRAL PARTNER EXPRESSIVELY AGREES THAT THESE REFERRAL TERMS AND CONDITIONS, INCLUDING THE RELEVANT GENERAL TERMS AND CONDITIONS OF THE INDEPENDENT LEASEWEB COMPANY THE REFERRED CUSTOMER ENTERS INTO AN AGREEMENT WITH, ARE APPLICABLE AND ACCEPTED BY REFERRAL PARTNER BY REGISTERING A NEW CONTACT.

3. PAYMENT TERMS

- 3.1 The LeaseWeb company that enters into a New Agreement with the Referred Customer agrees to pay a referral fee, based on:
 - a) the collected amount of (recurring) fees during the initial term (any renewal terms are excluded) as specified in Exhibit A;
 - b) increased with any new orders and/or upgrades on services within six months after initial order;
 - c) decreased with any downgrades during the full contract term with the Referred Customer.
- 3.2 Depending on the contract term and the discount of the New Agreement, percentage of the collected amount of the recurring fees will be paid as a referral fee. The current percentages are attached as Exhibit A.
- 3.3 Referral fees will be paid within 120 days after the full recurring and non recurring fees are collected. A Referral fee (or the sum of all Referral fees Referral Partner is entitled to) less than EUR 500 (or an equivalent thereof in any other currency) may be paid quarterly. Referral fees will be paid by electronic transfer to the bank account you designate or, if you have an customer account, LeaseWeb may, at its sole discretion, issue a credit to the amount of the Referral fee to your customer account and/or any outstanding amount, for example an unpaid invoice.

4. CHARGE BACKS AND WITHHOLDING

- 4.1 If at any time the invoiced amount to the Referred Customer is not paid timely and in full when due, or is later charged back, decreased or refunded for any reason, LeaseWeb will revoke such (proportionate part of the) Referral fee.
- 4.2 At its discretion, LeaseWeb may require you to repay already paid Referral fees or deduct the (for example) charged back, decreased and/or refunded amount (to be increased with all debt recovery costs incurred by LeaseWeb) on which the Referral Fee was based from future Referral fees. LeaseWeb shall have no obligation to you to pursue collection efforts against any of its Referred Customers.

5. CHANGE TO PARTNER PROGRAM TERMS

LeaseWeb may modify these terms (including the General Terms and Conditions), including the Referral fee, at any time in its sole discretion by giving you advance written notice of at least sixty (60) days.

6. NON-SOLICITATION FOR REFERRAL PARTNERS

Referral Partner agrees that during the term of the initial term of the agreement with the Referred Customer and for twelve (12) months thereafter, Referral Partner will not solicit any New Contact it has referred to LeaseWeb.

7. TERMINATION

The LeaseWeb company that enters into an agreement with the Referred Customer may terminate this referral relationship and stop payment of all fees with immediate effect, without taking into account any notice period and without any liability to any damages the Referral Partner may incur, in the event of any breach or default by the Referral Partner.

REFERRAL FEE STRUCTURE

Each month for the lifetime of the contract you will receive a percentage of the overall contract value. Precise payment amounts depend on the contract length and the level of discount we give to the referred customer. For monthly contracts, yearly discount percentages apply.

Commission Discounts

Discount	referral fee payout				
	1 yr	2 yr	3 yr	4 yr	5 yr
0%	8%	9%	10%	14%	16%
5%	7.4%	8.3%	9.2%	12.75%	14.5%
10%	6.8%	7.6%	8.4%	11.5%	13%
15%	6.2%	6.9%	7.6%	10.25%	11.5%
20%	5.6%	6.2%	6.8%	9%	10%
25%	5%	5.5%	6%	7.75%	8.5%
30%	4.4%	4.8%	5.2%	6.5%	7%
35%	4%	4.3%	4.7%	5.8%	6.2%
40%	3.6%	3.8%	4.1%	5.1%	5.4%
45%	3.2%	3.3%	3.5%	4.4%	4.6%
50%	2.8%	2.8%	2.9%	3.7%	3.8%
55%	2.4%	2.4%	2.4%	3%	3%
60%	2%	2%	2%	2%	2%
>60%	0%	0%	0%	0%	0%

Example:

MRR LIST PRICE	€10,000	
Discount	5%	
MRR NET	€9,500	
CONTRACT TIME	3YRS	
REFERRAL	REFERRAL %	REFERRAL FEE TOTAL
MON THS 01-36 PREMIUM	9.2%	€33,120