

# REFERRAL FEE AGREEMENT

The logo graphic consists of two overlapping, curved, teardrop-like shapes. The top shape is red and the bottom shape is blue. They are positioned to the left of the company name.

**Asperitas**  
IMMERSED COMPUTING

# 1. REFERRAL FEE AGREEMENT

## 1. INTRODUCTION

These Referral Fee Agreement terms and conditions have been drawn up on behalf of Aecorsis BV acting through its tradename Asperitas, hereafter referred to as: "Asperitas" or "Seller"

Participants in the Asperitas Referral Fee Arrangement will be referred to as : "Referrer".

Asperitas and Referrer jointly referred to as the Parties.

By filling out the Referral Form the Referrer agrees to the terms of this Referral Fee Agreement.

## 2. TERMS OF THE REFERRAL AGREEMENT

### 1. INTRODUCTION SCHEME RULES

- 1.1. The following rules apply to the introduction scheme.
- Bonus / fee for an introduction to a new Client that purchases from Asperitas may result in a fee of 1% of the first deal as detailed hereafter. If there are multiple deals with the same Client, all paid revenue up to one year after introduction will be taken into account.
  - Client is introduced in person by Referrer or Client takes initiative to contact Asperitas after being inspired thereto by Referrer. Client acknowledges in writing that Client is introduced by Referrer solely.
  - Participation is open for anyone with good reputation who supports Asperitas' journey for immersed computing, except for employees, suppliers, contract partners and their direct family or inmates;
  - It is at Asperitas' sole discretion whether or not to enter into a contract with the (said) potential Client; Asperitas has no obligation to follow up on a lead/referral.
  - Asperitas has no obligation to refund any cost or expenses made by Referrer.
  - If multiple referents have qualified for the same Client / deal they will share the bonus as per discretion of Asperitas who shall determine the share thereof at its sole discretion. Only when all eligible Referrers have all agreed to their share, the fee will be eligible for payment to Referrer.

### 2. CONFIDENTIALITY REQUIREMENT

- 2.1. Each party shall use any documents, information or data of the other party which it obtains in connection with this Agreement solely for the purpose for which they were obtained. The parties shall furthermore treat such documents, information or data as confidential unless they have become general knowledge or the other party has consented to their being disclosed or the documents have been verifiably drafted independently or otherwise obtained by legal means. This also applies to the period following the termination of this Agreement. Referrer shall not share with any third party or publish that Referrer has participated in this arrangement.

### 3. PUBLICITY

- 3.1. Referrer will not use the Asperitas' name, logo, or trademarks, or issue any press release or public announcement regarding this agreement.

### 4. LEGAL COMPLIANCE

- 4.1. As required by the IT industry and Seller, Referrer shall comply with all applicable laws and has obtained the necessary licenses for its enterprise and its activities and shall act in accordance with any laws and regulations.
- 4.2. Asperitas is not obliged to pay if such payment would not be allowed by law, regulations or Client policies.
- 4.3. Referrer shall never apply any or undue pressure to any other company, intermediary or other business in the supply chain to offer a referral fee or any other financial incentive.

## 5. FEES AND PAYMENT

- 5.1. This Agreement contemplates an introduction only.
- 5.2. The Referrer's fee shall be calculated by Asperitas as 1% of the net value of the equipment sold as a direct result of an introduction. Net value shall mean excludes value added tax, postage and packaging, insurance, refunds and payments not honored by a financial institution.
- 5.3. Upon determination of Referrer's fees due, the Referrer shall issue an invoice to Asperitas and payment shall be due net thirty (30)days from the later of the date of the invoice or the full payment by the Client to Asperitas. If Referrer is not a duly incorporated company that can issue an invoice, Referrer shall submit a letter applying for payment of the Referrer's fee.
- 5.4. Referrer is solely responsible for any taxation of the fee. Referent will indemnify Asperitas from any claims form (tax) authorities. Asperitas may deduct from the payments any taxes due.
- 5.5. No fee is due when Referrer is part of the Client's decision making process.
- 5.6. Referrer may only once apply for a fee hereunder.

## 6. TERM AND TERMINATION

- 6.1. The term of this Agreement shall commence on upon the submission of the Referral Form and shall continue in force and effect for a period of one year from the date of this agreement (the Term), unless earlier terminated by either party upon at least a day's prior written notice.
- 6.2. Start date will not be earlier than the publication of the Asperitas Referral Fee Arrangement and will not be later than May 1<sup>st</sup>, 2018.
- 6.3. For the term of this Agreement, Referrer shall have the non-exclusive right to introduce prospective buyers to the Seller who are not already known to the Seller.

## 7. NO PARTNERSHIP NOR AGENCY, WHATSOEVER

- 7.1. This Agreement is not intended by the Parties to constitute or create a joint venture, pooling arrangement, partnership, agency or formal business organization of any kind. Asperitas and Referrer shall be independent contractors with each other for all purposes at all times and neither Party shall act as or hold itself out as agent signed by the principal, nor shall either Party create or attempt to create liabilities for the other Party. Referrer may and shall not suggest or imply that Referrer represents Asperitas. Referrer may not use any intellectual property or tradename from Asperitas.

## 8. ENTIRE AGREEMENT

- 8.1. This Agreement comprises the entire and exclusive agreement of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements or understandings, whether written or oral. It does not, however, revoke or rescind any prior agreements for other services, which may have been executed by the Parties. This Agreement may be modified, changed or amended only by an express written agreement signed by duly authorized representatives of both parties stating that it is an amendment. Waivers, or purported waivers, of any provision of this Agreement shall be writing and signed by an authorized officer of each Party

## 9. MISCELLANEOUS

- 9.1. Modifications: Asperitas reserves the right to modify or supplement the Agreement at any time subject to giving the Referrer reasonable notice. Asperitas will use the contact address (usually e-mail) specified by the Referrer to notify the Referrer of any modifications or supplements. If the Referrer does not object to the modified Agreement within four weeks of receiving the notification of modification or supplement, the modifications or supplements shall become effective in accordance with the notification. If the Referrer objects within the set period, the Agreement shall continue under the then-current applicable terms and conditions. Asperitas shall make reference to this in the notification. If due to compelling legal reasons Asperitas determined that the modifications or supplements are essential, the notification requirement and the Referrer's right to object shall no longer apply. Modifications and supplements made by Asperitas due to such compelling legal reasons shall not provide Referrer with a basis for any claim for compensation from Asperitas.
- 9.2. Legally ineffective provisions. The effectiveness of the remainder of the Agreement will not be affected in the event that individual terms or conditions therein are legally inoperative or unenforceable for legal reasons. In this case the parties undertake to replace the ineffective term or condition with one approximating as closely as possible in terms of commercial effect to the original.

## 10. APPLICABLE LAW AND DISPUTES

- 10.1. Dutch law: Dutch law shall apply to all Offers from Asperitas, any Agreement entered into by or on behalf of Asperitas and any other legal relations between the parties. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention 1980) shall not apply.
- 10.2. Choice of court: Disputes arising from a contract concluded between Asperitas and the Referrer shall be adjudicated by the competent court of the district in which Asperitas is located as the court in the first instance with the proviso that if a particular court is mandatorily appointed as competent court then the dispute shall be decided in the first instance by the court so appointed without prejudice to Asperitas' right to seizure or to take other provisional measures at the place(s) and before the legal bodies that Asperitas wishes.
- 10.3. Miscellaneous The provisions of article 10.2 shall not affect Asperitas' right to submit a dispute before the court competent under normal rules of competence or to have this settled by arbitration or binding advice.

## 11. BINDING EFFECT

- 11.1. This Agreement will benefit and bind the parties and their respective heirs, successors, and permitted assigns.