**Version**: 1 December, 2023

These Referral Partner Terms and Conditions apply to the extent Partner is appointed by CM.com as a Referral Partner and has signed the Partner Agreement for Referral Partners ("Agreement"). In addition to the CM.com Partner Terms and Conditions Part A - General, these Referral Partner Terms and Conditions apply to the Referral Partner Agreement.

**1. Definitions**

The terms contained in the Agreement and these Partner Specific Terms and Conditions initially capitalized are defined and have the meaning as set out in this clause:

**Commission:** the amount of commission to be paid by CM.com to Partner under the Agreement in connection with the Services provided to Introduced Customers.

**Commissionable Revenue:** the recurring revenue regarding monthly, quarterly or yearly subscriptions under a Customer Agreement, paid by an Introduced Customers and received by CM.com for the subscription-based Services as described in Annex 1 of the Agreement.

**Introduced Customer:** a customer introduced by Partner to CM.com that subscribes to one or more Services, has agreed in writing to be bound by the terms of CM.com, and has no prior existing agreement or business relation with CM.com.

**Customer Agreement:** the agreement executed by CM.com and an Introduced Customer setting forth the Services provided and the applicable terms and conditions.

**2. Commission**

2.1. As compensation for the support provided by Partner in securing the signature on a Customer Agreement by an Introduced Customer, CM.com shall pay Partner quarterly Commissions on the Commissionable Revenue in accordance with Annex 1 of the Agreement. Each payment of Commission shall consist of the Commission rate set forth in Annex 1 of the Agreement multiplied by the Commissionable Revenue invoiced to the Introduced Customer during the preceding quarter. A self-billing invoice will be sent to Partner in the first month after the end of the relevant quarter for the payment of Commission of the relevant quarter, which invoice shall be paid within thirty (30) days of the invoice date.

2.2. CM.com shall pay Partner the Commission during the term specified in the Agreement. The Commissionable Revenue shall be based on the records of CM.com which are based on the invoices of the Introduced Customers.

2.3. Partner hereby agrees and acknowledges that the Commission set forth in Annex 1 of the Agreement shall be CM.com's sole and exclusive compensation obligation to Partner with respect to the Introduced Customers.

2.4. CM.com's duty to pay Commission shall survive the termination or expiration of the Agreement, except for termination under articles 9.5 and 9.7 of the Partner Terms and Conditions Part A - General.

2.5. If an Introduced Customer elects to terminate the Customer Agreement, CM.com shall only be liable to pay the Commission up until the effective date of termination.

2.6. If CM.com in its sole discretion decides to change its pricing, CM.com shall use reasonable efforts to notify Partner in writing prior to such price changes.

2.7. In the event CM.com makes any Commission payment to Partner before receiving full payment from the Introduced Customer in accordance with the Costumer Agreement, CM.com reserves the right to reclaim or set-off the payment from Partner in the event the Introduced Customer does not transfer said full payment to CM.com in due time, and ultimately within ninety (90) days.

**3. Referral Procedure**

3.1 Partner shall refer an Introduced Customer via the partner portal, available via https://www.cm.com/nl-nl/partners/ . CM.com may, in its sole discretion, accept or reject any Introduced Customer, and in its sole discretion, decide to enter into a Customer Agreement with the applicable Introduced Customer directly.

3.2. CM.com will onboard the Introduced Customer in order to enable the Introduced Customer to use the Services.