



# REFERRAL AGREEMENT

## SECTION A – KEY TERMS

Variable	Value
Nexoya	nexoya AG, Hafnerstrasse 31, 8005 Zurich, Switzerland
Referrer	[Name and address of referrer]
Start Date	The date of signature by both parties.
Qualifying Customer	is any new customer of Nexoya that becomes a customer based on (i) the introduction of Referrer to Nexoya which leads to an engagement within 6 months of the referral, or (ii) the Referrer's other customer sourcing activities (such as the reference on Referrer's website) and the customer mentions the Referrer as the reason for contacting Nexoya. (iii) the referred customer has not been in touch with nexoya in the last 12 months, unless the case was closed and the customer signed as a consequence of the referral.
Revenue	Includes all subscription fees invoiced based on a recurring contract and paid by the respective customer, and excludes VAT, customer specific expenses, and any other client specific third-party costs.
Referral Fee	10% (ten percent) of Revenue generated by Nexoya with each Qualifying Customer within the first year after the engagement of Nexoya by such Qualifying Customer.

Referral Fee example:

	Jan.	Feb.	March.	April.	May	June
Cust. 1	1600.-	1600.-	Churn	0.-	0.-	
Cust. 2	3200.-	3200.-	3200.-	6400.-	6400.-	6400.-

Referral Fee Paid:

	End of Q1 (March 31th)	End of Q2 (June 30th)
Fee	10% of Revenue: 1280.-	10% of Revenue: 1920.-

Variables defined in Section A serve as definitions in Section B.

19 February 2021

# SECTION B – DETAILS

## PREAMBLE

Nexoya is a company limited by shares and registered in the canton of Zurich.

Referrer wishes to refer to Nexoya customers that may be interested in Nexoya's products and services, and Nexoya wishes to compensate for such referrals with a Referral Fee.

## 1 REFERRAL

Referrer is under no obligation to refer potential new customers to Nexoya. If Referrer refers customer, Referrer is solely responsible to ensure that customers mention the Referrer as the basis for contacting Nexoya. If the customer fails to do so, or if there is any other ambiguity regarding the status of the Referrer as such for a specific customer, it is in Nexoya's sole discretion to decide whether or not Referrer qualifies as a Referrer for this customer. Upon request by Referrer, Nexoya shall ask the customer whether or not the customer has indeed come to Nexoya based on the Referrer's customer sourcing activity.

Nexoya decides, at its own discretion and without providing reasons, whether or not to enter into an engagement with any customer.

## 2 REFERRAL FEE & INFORMATION

Nexoya shall pay Referrer the Referral Fee for all Qualifying Customers on a quarterly basis. Nexoya may, in its sole discretion, set-off the Referral Fee with claims against the Referrer or credit the Referral Fee for the future delivery of services to Referrer, if any.

If Nexoya decides not to provide services to a Qualifying Customer, or the Qualifying Customer does not pay any services fee, the Referrer is not entitled to any remuneration.

Referrer acknowledges and agrees that Nexoya is bound by strict confidentiality obligations and cannot inform the Referrer about any specific engagement with Qualifying Customers. The quarterly information and fee payment shall solely include the total amount of the Referral Fee across all Qualifying Customers and not any individual break-down of fees earned. The parties may, at Referrers cost and expense, hire an independent auditor to verify the correct calculation of the Referral Fee.

### **3 NO EXCLUSIVITY**

This agreement does not confer any exclusivity. The Referrer is free to conduct the same activity for other companies. Likewise, Nexoya is free to engage other Referrers.

### **4 TERM, TERMINATION & LEGAL SUCCESSION**

This agreement enters into force on the Start Date. It may be terminated in writing by either party at any time with immediate effect.

Upon termination of this agreement, the Referrer's entitlement to the Referral Fee shall continue with respect to the Qualifying Customers engaged during the term and 90 days after termination, provided, however, that the agreement was not terminated for cause by Nexoya.

### **5 CONFIDENTIALITY**

The Referrer and Nexoya are free to inform the customers about this agreement and the Referral Fee.

Unless otherwise stated in this agreement, the Referrer shall respect the confidentiality of any information that may come to the Referrer's knowledge in the course of the Referrer's relations with Nexoya. This obligation extends to all information relating both to Nexoya's internal organisation and to its relations with third parties.

The Referrer shall also remain bound by this duty of confidentiality following termination of the Referrer's contract with Nexoya.

### **6 LIMITATION OF LIABILITY**

Neither party hereto will be liable to the other party for indirect, incidental, consequential, special or exemplary damages (even if such party has been advised of the possibility of such damages) such as, but not limited to, loss of revenue or anticipated profits or lost business.

### **7 REFERRER'S STATUS**

The relationship between the parties shall at all times be that of independent contractors. No employment, partnership or joint venture relationship is formed by this agreement and at no time may the Referrer position itself as affiliated to Nexoya, except as an independent Referrer. The Referrer shall not enter into any agreements on behalf of Nexoya, shall make no warranty

either expressed or implied on behalf of Nexoya, and shall not incur any expenses on behalf of Nexoya.

## **8 MISCELLANEOUS**

### **Entire Agreement**

This Agreement constitutes the entire agreement, and supersedes all prior agreements, between the parties relating to the subject matter hereof.

### **Amendments**

All amendments and supplements to this agreement must be made in writing (incl. electronic text).

### **Notices**

Notices hereunder shall be given in writing to the last communicated or available address. 'In writing' shall, unless explicitly indicated otherwise, include email.

### **No assignment**

Neither party may assign any of its rights, obligations or claims under this agreement (except as provided for under clause 4).

### **Severability**

If any provision of this agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions will remain mutatis mutandis in full force and effect.

### **Governing Law & Jurisdiction**

This agreement is governed by Swiss law and subject to the exclusive jurisdiction of the ordinary courts of Zürich.

## 9 SIGNATURES

### Nexoya

Date:

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Signature:

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Name: Manuel Dietrich

Function: CEO

### Referrer

Date:

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Signature:

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Name: [Full name]

Function: [role]