

General Conditions of NewContacts established with office in Deventer, the Netherlands, hereinafter referred to as NewContacts

Duration of the agreement

The duration of the contract is for one year (12 months), and will be automatically renewed unless otherwise specified in the order confirmation.

Payment Terms

Upon acceptance of our proposal you will receive within one business day your login codes from your account. You will receive an invoice within 14 days. See also Article 2 in the following general terms and conditions.

General Terms

Article 1 – Terminology and Applicability

1.1. The activities of NewContacts consist of collecting, classifying, updating and exploiting a vast inventory of business information focused on consulting of and use by professional users. NewContacts provides business information territoriality distinct – through a database. In addition, NewContacts also provides the necessary marketing services such as NewContacts telemarketing, address database, online social media marketing, B2B E-mail marketing, fieldsales.

1.2. In these conditions, the “User” is defined as the (legal) person, enabled by NewContacts to consult the business information referred to in Article 1.1, either through the database, or by using the marketing services.

1.3. In these terms and conditions the “Client” is defined by the (legal) person who ordered the entry of its business information (whether or not in advertising form) in the database or initiating implementation of the above marketing services offered by NewContacts.

1.4. These terms and conditions form part of any agreement between NewContacts on the one hand and the Client or User, on the other.

1.5. The applicability of any other general terms and conditions or stipulations is excluded, except when expressly accepted by NewContacts to the extent of these terms and conditions or stipulations.

1.6. Deviations from and/or additions to these terms and conditions shall apply only if and insofar as they are stated in the agreement between the Client or User and NewContacts or otherwise have been accepted by NewContacts in writing.

Article 2 – Conclusion of the agreement, payable rate, duration and termination of the Agreement

2.1. The agreement between the Client or User and NewContacts starts upon receiving by NewContacts, whether or not in electronic form, an application of the Client or User to entry of its information or consulting business information, and cannot be revoked.

2.2. The duration of the agreement between the Client or User and NewContacts is specified in the contract.

2.3. The tariff payable by the Client or User reads in accordance with the contract agreed by both parties. If NewContacts changes the amount of the tariffs, the revised tariff shall not be

applied to the Client or User until the current subscription period has ended and the contract is terminated. If implementation of a tariff change occurs within two months prior to the end of the current contract such tariff change does not apply to the terms of the agreement.

Article 3 – Payment conditions

3.1. Invoicing is done by NewContacts per completed or Assigned Agreement, as well as based on Agreements ordered by the Client or User for additional services. Payment of the invoice must be done by the Client c.q. User within 14 calendar days (or other number of days mentioned on the invoice) from the invoice date by means of money transfer to the designated bank account mentioned on the invoice.

3.2. If and insofar as the amount due has not been fully met on the latest date agreed by the Client, NewContacts is entitled, without prejudice to his right to demand fulfillment: to the Client or User, with effect from that date, interest of 1.5% per month of the costs owed (or the part not met), the calculation of which, part of a month is considered as a whole month, and to fulfill its obligations under all agreements with the Client or User are suspend.

3.3. If the Client or User fails to comply with the owed payment, within the period set to him, even after a written or electronic notice, NewContacts is entitled to charge any costs that they should make to collect its claim to the Client or User.

3.4. The conditions displayed in Section 3.3 may constitute grounds for the application of dissolution and/or damages measures as specified in Article 6.1.

Article 4 – Entry of business information

4.1. The complete information and/or advertising material to be included by NewContacts in its database and (telemarketing) campaign should be provided at the latest two weeks after conclusion of the agreement by the Client. Providing the information and/or advertising material should be in digital form (electronic or on a digital medium), unless otherwise agreed. The not in time and/or complete delivery of the information and/or advertising material leaves for the payment of the amount owed by the Client under the assignment affected.

4.2. The Client is responsible for the accuracy and completeness of the material supplied by him. Client indemnifies NewContacts against claims by third parties relating to content creation, reproduction and publication of such material.

4.3. NewContacts is bound to include the information completely and correctly in its database as soon as possible, except in cases of force majeure or if NewContacts has to assume that performance of the contract can provide conflict with the law and/or reasonable morality, for example, on the basis of the nature of the Client or the contents of the specified by the Client and/or texts. Under inclusion as soon as possible, will mean within five working days in the database.

4.4. The method of design and application of the database is determined by NewContacts; NewContacts reserves the right to make changes at any time.

4.5. Any inaccuracies, omissions or other defects in the display of the Client delivered texts, trademarks and/or illustrations will be corrected by NewContacts as soon as reasonably possible after the inaccuracy is made known to NewContacts. The liability for such defects is limited to a maximum of the amount that the Client is due for this contract. The obligation to correction as well as the liability referred to in the preceding paragraph shall expire if the

inaccuracy is not brought to the attention of NewContacts by the Client within 30 days after publication.

4.6. In case of force majeure, or if performance of the contract is delayed by an – whether or not culpable – act or inaction, in relation to the execution of the contract by NewContacts engaged third party, the period referred to in Article 4.3 shall be suspended for the duration of the force majeure, or the duration of the delay.

Article 5 – Consultation by User - Intellectual Property

5.1. NewContacts makes every effort possible to keep the data in its database as accurate and as up to date as possible. To this end, the database is maintained on a daily basis. However, NewContacts accepts no liability in relation to incorrect, incomplete or out of such data.

5.2. NewContacts does not accept liability for the business information included references or hyperlinks to other sites outside the domain of NewContacts.

5.3. The technical functioning of the audio and computer equipment as well as the broadband connections in order to consult the databases are at the risk of the User. NewContacts is not responsible for any full or partial inaccessibility to the business information by any technical cause, unless this is the result of gross negligence of NewContacts.

5.4. The User accesses one or more large databases, the composition of which substantial investments are involved, and which thereby enjoy legal protection against infringement. Also the database has many elements upon which NewContacts or Clients and/or third parties own intellectual property rights. So that the rights of NewContacts, Clients and minority interests to protect, the following restrictions apply:

- Consulting business information from the database is only allowed to – as such under the agreement authorized – User.
- It is not permitted to reproduce and/or disclose corporate information from the database of NewContacts, in whole or in part, electronically or otherwise, except to the extent necessary for the exercise of the attention in the next activity displayed.
- The User is permitted once (to a relevant selection of User) to use business information to approach relevant businesses (e.g. in the context of an advertising, PR, marketing, sales or other promotional or informational action), with exception of forms that are prohibited by the Data Protection Act such as e-mail marketing. Repeated use is possible only with the prior permission of NewContacts, against a to be agreed upon fee. If desired NewContacts will facilitate compiling a relevant selection and supply thereof (as a pdf file or downloadable) against a separate fee.

5.5. If the prior consent of NewContacts for repeated use as referred to above is missing, because it is not asked or refused, and repeated use is nevertheless determined, this leads to the liability to NewContacts of an immediately payable penalty of € 10,000.00 and without prejudice to the application of the dissolution and/or compensation measures as specified in Article 6.1.

Article 6 – Dissolution

6.1. NewContacts is entitled to terminate all agreements with Clients or Users with immediate effect without judicial intervention by means of a written and/or electronic notice to the customer, without being liable to pay any compensation to the Client or User,

and without prejudice to the right NewContacts damages to recover from the Client or User, if:

- the Client or User is granted suspension of payment or is declared bankrupt, or an application is submitted;
- the business of the Client or User may or partially be terminated or transferred;
- prejudgment or executory attachment is laid against the Client or User;
- in the opinion of NewContacts, the situation occurs that the provision of Article 3.4 and Article 5.5 must apply, or:
- should any other circumstances occur that NewContacts can cast reasonable doubt on the compliance by the Client or User of its obligations under the agreement.

6.2. In the cases mentioned in Article 6.1 is due by the Client or User to the supplier, including damages, immediately due and payable.

6.3. The notice term of the agreement is two months before the end of the contract period (12 months). Termination of the agreement must be a written document and must be confirmed by the management of NewContacts. If the cancellation is made in less than 2 months before the end of the contract period, the contract will be automatically renewed. The cancellation will be activated after receiving all the outstanding payments.

Article 7 – Other provisions

7.1. After termination of the contract, regardless of the cause of such, provisions stay in force, which are destined by their nature. In the event that individual provisions for whatever reason would be invalid, the remaining provisions shall remain in full force.

7.2. The Dutch law applies to all agreements between NewContacts and Clients or Users. All disputes as a result of the agreement, including disputes concerning the existence and validity thereof, will be settled exclusively by the competent judge of the District Court of Deventer, the Netherlands.

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