

GENERAL TERMS AND CONDITIONS

Chapter 1 – General Provisions
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Conditions shall be applicable from 01/01/2020.

Chapter 1 - General Provisions

Article 1 – Definitions

In these General Terms and Conditions, the following definitions specified with a capital letter and in singular or in plural, have the following meanings:

Agreement - Every agreement, including its annexes and Amendments (if any) regarding the purchase, order, or Delivery of Products and/or Services between RC and the Partner, including any annexes, Amendments, and additions thereto. The Agreement does, in any case, include these General Terms and Conditions, as well as any Order Form, Statement of Work and Insertion Order.

Amendment - Any amendments, changes or (partly) new provisions to an Agreement as agreed and signed upon the Parties in writing and valid according to these General Terms and Conditions or an Agreement.

Confidential Information - (a) The existence and the substance of any Agreement, (b) any information and knowledge about a Party (Disclosing Party) that is or may come into possession of the other Party (Receiving Party) during the preparation and/or the performance of any Agreement or a request from either Party thereto, (c) any information that is indicated as confidential by either party or (d) any information about or received from the Disclosing Party or Third-Party in connection with the execution of any Agreement, which can reasonably be expected by the Receiving Party to be confidential.

Customer – The Customer of RC as mentioned in the Agreement.

DCC – Dutch Civil Code (*Burgerlijk Wetboek*).

Delivery - The Delivery of the Product and/or Service by either Party as described in the Agreement.

Disclosing Party - The Party disclosing Confidential Information to the other Party.

GTC - These general terms and conditions of RC; the present terms.

In Writing - Communication by regular mail, fax or e-mail.

IP rights - ALL rights of Intellectual property and related rights, such as copyrights, trademark rights and database rights (where applicable) including IP rights on Products, (Third Party, Standard and Bespoke) Software and any modifications or revisions thereto.

Order Form, Statement of Work, or Insertion Order - Detailed description of the specific Products and/or Services to be delivered or tasks and obligations RC and Partner are required to perform, which forms part of an Agreement or is the Agreement.

Parties - The Partner and RC.

Partner - Every Party who enters into an Agreement with RC or requests an offer or quotation, or otherwise engages with or forms a legal relationship with RC, including a Party during the preparation of any Agreement with RC or a request from either Party thereto.

Party - The Partner or RC.

RC -- The private company with limited liability, IvanH Media B.V., also acting under the trade name "ResponseConcepts", with its registered office in (1114 AN) Amsterdam-Duivendrecht, at Joan Muyskenweg 82, registered in the Commercial Register of the Dutch Chamber of Commerce under file reference number 53182855.

Receiving Party - The Party receiving Confidential Information from the other Party.

Services - ALL Services offered by Partner that are the subject of a tender, offer, Agreement or other legal act between RC and the Partner.

Software - The software, including documentation and preparatory materials, developed or modified by (the licensors of) RC or Partner, including software not owned by Parties but provided to either Party ("Third Party Software"), generally available software provided to either Party ("Standard Software") and developed and/or any modifications to Standard Software requested by either Party, built by either Party specifically for the other Party ("Bespoke Software").

Specifications - The agreed functional and/or technical properties of the Products and/or Services.

Third Party - An entity that nor controls nor is controlled (by holding a majority of voting rights) by either Party and is not part of the group structure of either Party.

Article 2 - Applicability of the GTC

- 2.1. These GTC shall apply to all Agreements (for the avoidance of doubt, including Order Forms, Statement of Work and/or Insertion Orders (and/or changes or additions thereto)) between the Parties and applies to the whole legal relationship between the Parties, unless otherwise agreed between the Parties in the Agreement. These General Terms shall also apply and form an integral part of all quotations and offers made by RC and all acceptance, acknowledgements, and confirmations by RC of any orders by the Partner.
- 2.2. Any Amendments, deviations to, and additions to these GTC, will only be valid if they have been explicitly agreed in writing by the Parties in a signed written agreement or Order Form. In the event that the Order Form and/or an Agreement deviates from the content of these GTC, what is contained in the Order Form and/or Agreement shall prevail. Verbal announcements, assurances or agreements specifically have no legal effect unless these have been confirmed In Writing in a signed document. This does not apply to Amendments in the GTC that RC can adjust by virtue of article 2.5.
- 2.3. The Partner's general terms and conditions and/or any other conditions of the Partner are not applicable to any Agreement or Order Form and are hereby specifically rejected by RC. Any reference to such terms and/or conditions in any Agreement or document should be null and void. These GTC shall (at all times) prevail should, in spite of the above, any purchase or other terms and conditions of the Partner apply. These GTC supersede any previous general terms and conditions.
- 2.4. Once these GTC have been applicable to a legal relationship between RC and the Partner, the Partner is deemed to have consented in advance to the applicability.

- 2.5. RC is entitled to change these GTC during the Agreement at any time. The Partner will be notified of any changes In Writing. The changed version of the GTC forms part of every Agreement entered into after the moment of notification of change.
- 2.6. In cases where RC does not require strict compliance with these GTC, this should not be taken to mean that the provisions do not apply or that RC relinquishes in any way the right to require strict compliance with the provisions of these terms and conditions in other cases.
- 2.7. Should any provision of these GTC be invalid or unenforceable then the remaining provisions of the GTC shall remain valid and unenforceable without prejudice. Any such invalid or unenforceable provision shall be replaced or be deemed to be replaced by a provision that is considered to be valid and unenforceable. The interpretation of the replacing provisions shall be as close as possible to the intent of the invalid or unenforceable provision.
- 2.8. The provisions (chapters) of these GTC should at all times be considered together. In the event of conflict, the specific provisions prevail over the more general provisions.
- 2.9. The Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language text shall prevail.
- 2.10. Each Party warrants to the other Party that it has the authorization to enter into this Agreement.

Article 3 – Offers and Acceptance

- 3.1. An Agreement is formed: (i) at the time the other Party has placed a written order with RC and RC confirmed the order; or (ii) by both Parties signing an Agreement.
- 3.2. The Partner vouches for the accuracy and completeness of the information supplied to RC, or supplied on its behalf, which will be the basis of RC's offer. The Partner shall at all times exercise the utmost care to ensure that the stated Specifications are correct and complete.

Article 4 - Prices

- 4.1. The prices related to commission payable by RC are inclusive of turnover tax (VAT), other levies imposed or to be imposed by the authorities, and any other costs either imposed by government or not. ALL prices are subject to programming and typographical errors. For the

Article 5 - Payment

- 5.1. The sums owed shall be paid by RC in accordance with the payment conditions that have been agreed or mentioned on the Agreement or Order Form. In the absence of a specific arrangement, RC shall pay Partner within a term of sixty (60) calendar days to count from the date of invoice, being the invoice sent at the end of each calendar month. Invoices have to be sent In Writing to the signatory of the Agreement or if present, to the contact person provided in the Agreement to receive the invoices.
- 5.2. Payment shall be made into a bank account to be specified by Partner in the applicable invoice and all associated (bank or currency conversion) payment costs shall be fully and independently assumed by the Partner.
- 5.3. Payment of any interest or judicial or extra-judicial costs will leave unimpaired RC's rights to compensation of actually sustained damages, specific performance of a Party's obligation under the Agreement and rescission of the Agreement.
- 5.4. If the Partner fails to fulfil its obligations, fails to fulfil these on time or in an adequate manner or if the Partner does not cooperate as required for the execution of the Agreement or does not cooperate in a timely or proper manner, RC shall be authorized to suspend its activities in accordance with its usual rates and RC shall not be liable for any damages arising from the suspension, such without prejudice to all other rights to which RC is entitled. The Partner shall never be entitled to suspend its obligations.
- 5.5. ALL payments made by RC to Partner shall be offset by RC against any older outstanding invoices, regardless any indication to the contrary made by Partner. The payments made by RC shall firstly reduce the costs and interest due and secondly reduce the principal sum due.
- 5.6. The payment term stated by RC shall only be of an indicative nature and may never be considered as deadlines (*fatale termijnen*) as referred to in section 6:83 sub (a) DCC, unless it has been explicitly agreed otherwise in writing. RC shall, even when a specific payment term has been agreed upon, only be in default after a notice of default has been served on him by the Partner.
- 5.7. RC shall no longer be bound by any agreed payment terms, if the Partner fails to comply with the stipulations as referred to in this GTC.
- 5.8. RC is entitled to suspend fulfilling its obligations under an Agreement in the event that the Partner fails to fully meet his obligations and/or fails to do so in time. Any adverse effects due to the suspension will be for the expense of the Partner.
- 5.9. RC shall not be liable for, nor shall RC be in breach of its obligations to the Partner, for any payment made within a reasonable time before or after the communicated payment term.
- 5.10. Any financial or other arrangements relating to the involvement of the personnel in the Services shall be agreed directly between the Partner and the personnel, and RC and/or Customer shall have no liability for the same.
- 5.11. If any dispute arises as to the amount of Amounts Payable payable by RC to the Partner, the same shall be referred to RC's auditors for settlement and their certificate shall be final and binding on both Parties.
- 5.12. RC shall pay Partner when payment from Customer is received. Unless otherwise agreed, all prices are in euros and the RC will make all payments in euros.

Article 6 - Product or Service Delivery terms, and Acceptance

- 6.1. The obligations of RC, Partner and Customers are described in the Agreement, Statement of Work or any other communication In Writing. Without limiting any other obligations of the Partner under this Agreement, the Partner shall, and shall procure that each of its personnel shall, perform the Services in a professional manner and in accordance with: (a) all applicable laws, statutes,

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regulations and codes from time to time in force; (b) best industry practice, using all due skiRC, care and diligence; (c) the terms of this Agreement; (d) the terms and conditions of any third party system or platform used to deliver the Services (in whole or part); and (e) any and all reasonable written instructions of RC and/or Customer from time to time.

- 6.2. The Partner undertakes and warrants that for the Term, it shall: (a) not do or say anything which harms or could foreseeably harm the reputation of Customer and/or RC (in the sole opinion of either party); (b) meet the Minimum Sales Targets, which is a fundamental term of this Agreement; (c) meet, and time is of the essence as to, any performance dates specified by RC in writing from time to time; (d) maintain Recordings, and provide RC with any recordings, immediately upon request by RC; and (e) not, outside the Applicable Country, actively market the Fuels nor solicit any orders for the Fuels (without Customer’s prior written consent).
- 6.3. The Partners shall ensure that its services conform in all respects with the written specification provided by RC and Customer (within the Agreement or otherwise provided in writing);
- 6.4. The Partner warrants that it shall comply with all laws, regulations and guidelines affecting the Services.
- 6.5. To the extent applicable, the Partner undertakes that it shall obtain and maintain all necessary consents, authorisations and other approvals required for the purpose of performing the Services.
- 6.6. The Partner shall, at the Partner’s sole expense, employ and maintain a sufficient number of suitably qualified, dedicated, fully trained, and fully equipped personnel to ensure the proper fulfilment of the Partner’s obligations under this Agreement. The Partner shall ensure that its personnel are properly trained and instructed to ensure that they shall not harass or unduly pressurise any Potential Customer in order to achieve the sale of a Fuel. The Partner shall immediately inform RC of the existence of any formal complaints made to the Partner by any Datasets and/or Sales in relation to the Services.
- 6.7. The Partner shall allow RC’s authorised representatives at any reasonable time to have access to the Partner’s premises for the purpose of inspecting the Partner’s books and records and generally for checking the manner in which the Partner is complying with its obligations under this Agreement.
- 6.8. The Partner shall act towards RC conscientiously and in good faith and not allow its interests to conflict with the duties that it owes to RC under this Agreement and the general law.
- 6.9. The Partner shall not, except with RC prior written consent, during the Exclusivity Period, be involved directly or indirectly in the supply of any services in the Applicable Country which compete with the Services.
- 6.10. The Partner shall not act in a way which will incur any liabilities on behalf Customer nor pledge the credit of Customer. The Partner shall not, without Customer’s prior written consent, make or give any representations, warranties or other promises concerning the Services beyond those contained in the Customer’s terms.
- 6.11. The Partner shall supply any and all field required to enable Customer to enter into an sales agreement with a prospective customer.
- 6.12. The Partner will NOT subsequently approach any consumer subject of a Sale that it has provided as a part of the Services for the purpose of switching that consumer to a competitor of Customer.
- 6.13. The Delivery period starts on the day on which the Agreement comes into force.
- 6.14. In regards to the Product and/or Service delivered by Partner, except as explicitly stated in this Agreement, or the applicable Statement of Work (Order Form), and to the extent permitted by law, RC disclaims all warranties and conditions, whether express or implied by statute, common law, or otherwise, including but not limited to any warranty of performance or results the Partner may obtain

Article 7 - Data Protection

- 7.1. This clause applies regardless of whether the Partner is deemed to be a processor of Customer and/or a joint Controller with Customer and/or independent Controller as regards personal data of Datasets. In the event of any conflict or inconsistency between this clause 7.1, and clause 7.2, the terms of clause 7.1 shall apply.
 - a. The Partner shall comply with all applicable requirements of the Data Protection Legislation, and to allow the personal data of Datasets to be used for the Service only, and to be shared with Customer.
 - b. Clause 7.1 sub a is in addition to, and does not relieve, remove or replace the Partner of its obligations and liabilities under the Data Protection Legislation and/or the Services. The Partner agrees to fully indemnify RC and Customer and keep RC and Customer indemnified and defend RC and Customer, at the Partner’s expense, against all costs, claims, damages or expenses incurred by RC/Customer or for which RC/Customer may become liable due to any failure by the Partner, and / or the Partner’s sub-processors, officers, employees, agents to comply with any of its obligations under this Agreement or under the Data Protection Legislation.
 - c. The Partner shall ensure that during the provision of telemarketing services all phone calls are fully recorded at all times. Recordings shall made available to RC and/or Customer immediately upon request.
 - d. Partner may its own data to conduct its services upon written approval by RC. In this case Partner shall take all necessary steps to ensure its data collection partners collect personal data for and on behalf of Customer (including but, not limited to, the Recordings) using a privacy notice or method that Customer specifically pre-approves in writing. The Partner shall take all necessary steps to ensure its data collection partners don’t modify or alter the privacy notice in any way without Customer’s prior written consent. The Partner shall take all necessary steps to ensure its data collection partners the sharing of any and all personal data and any authorised third party fully complies with the terms of the Data Protection Legislation.
- 7.2. When the Parties are deemed to be joint Controllers (as defined by Article 26 of the

GDPR) and/or independent Controllers as regards the personal data of Datasets or Sales, the terms of this clause 7.2 shall apply. Each Party shall provide the other Party with all reasonably necessary cooperation to comply with the Parties’ obligations under the Data Protection Legislation in so far as relevant to this Agreement, and in particular each Party shall: (a) implement and maintain (at no additional cost to RC) appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data of Datasets and Sales and against accidental loss or destruction of, or damage to, such personal data appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the personal data to be protected, having regard to the state of technological development and the cost of implementing any measures; and (b) provide the other Party (at no additional cost to RC) with all reasonably necessary cooperation to comply with the applicable obligations under the Data Protection Legislation in so far as relevant to this Agreement, and in particular: (i) if one Party receives a request from a Dataset and Sale to exercise his/her rights under the Data Protection Legislation and/or a complaint or query from data subject or supervisory authority as related to this Agreement, the receiving Party shall without undue delay (and within two (2) days of receipt) notify the other Party in writing and both Parties shall each cooperate with one another to respond to the request, complaint or query in accordance with the Data Protection Legislation; and (ii) if one Party becomes aware of a potential or confirmed personal data breach related to the personal data of Datasets and Sales, as related to this Agreement, it shall without undue delay (and within twenty-four (24) hours of becoming aware of the potential or confirmed personal data breach) inform the other Party in writing and both Parties shall each cooperate with one another to remedy and notify the personal data breach in accordance with the requirements of the Data Protection Legislation.

- 7.3. When the Partner acts as a processor of Customer in relation to the personal data of Datasets and/or Sales this clause 7.3 shall apply. The Partner shall (at no additional cost to Customer):
 - a. process the personal data only on and in accordance with written instructions of Customer, including with regard to transfers of personal data outwith the EU, (unless the Partner is required to process personal data by applicable law in which case the Partner shall inform Customer and RC in writing of that legal requirement before undertaking the processing required by applicable law, unless applicable law prohibits the Partner from notifying RC and Customer);
 - b. keep the personal data confidential and ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - c. not appoint another processor (“sub-processor”) without the prior written approval of RC; and where such approval is granted, the Partner shall ensure that the same data protection obligations as set out in this Agreement shall be imposed on the sub-processor by way of contract. Where the sub-processor fails to fulfil its data protection obligations, the Partner shall remain fully liable to RC for the performance of the sub-processor’s obligations;
 - d. on RC’s written request, assist Customer (or RC on behalf of Customer) to respond to requests from data subject’s to exercise his/her rights under the Data Protection Legislation and/or a complaint or query from data subject or a supervisory authority;
 - e. on Customers’ (or RC on behalf of Customer) written request, assist Customer and/or RC with any data protection impact assessments relevant to this Agreement;
 - f. have in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - g. at the choice of RC and/or Customer, and within the timescales stipulated by RC and/or Customer, delete or return all personal data to RC and/or Customer after the end of the Services and/or upon expiry or earlier termination of this Agreement (and certify to RC and/or Customer that it has done so within any timeframe provided by RC and/or Customer), unless applicable law requires ongoing storage of the personal data (in that case, the Partner warrants that it will guarantee the ongoing confidentiality of the personal data retained and will not actively process the personal data anymore other than for the purpose to enable it to comply with such applicable law);
 - h. maintain an accurate record of processing activities in accordance with the requirements of Article 30(2) of the GDPR and / or in accordance with any request of RC and/or Customer;
 - i. make available to RC and Customer all information necessary to demonstrate compliance with the obligations laid down in this Agreement and allow for and contribute to audits, including inspections, conducted by RC or another auditor mandated by RC and/or Customer; provided that the Partner shall immediately inform RC if, in its opinion, an instruction infringes the Data Protection Legislation; and
 - j. notify RC in writing immediately, and within twenty-four (24) hours, of becoming aware of a potential or confirmed personal data breach, and assist Customer (or RC on behalf of Customer) to remedy and notify the personal data breach in accordance with the requirements of the Data Protection Legislation.
- 7.4. The Agreement details the subject-matter, duration, nature and purpose of the processing by the Partner and the types of personal data and categories of data subject processed by the Partner.
- 7.5. When RC processes Personal Data in relation to the Partner or its employees, RC will be acting as a Data Controller. The purpose of processing will be (i) tax administration; (ii) banks, saving banks, administrative management of clients and suppliers; and (iii) performing credit checks and profiling the Partner. The legitimization of processing would be: legal obligation or execution of a contract where Partner is Party, or for the

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application of pre-contractual measures. The rights of the interested parties: (i) right to request access to personal data relating to the data subject. (ii) right to request rectification or deletion; (iii) right to request a restriction on your processing; (iv) right to object to processing; (v) right to data portability; (vi) right to not be subject to automated individualized decisions.

Article 8 - Intellectual Property

- 8.1. The Partner acknowledges that all Intellectual Property Rights relating to RC and/or Customer's products and technology belong to RC and/or Customer and its successors and assigns, and the Partner shall not assert any claim over or any right to or title in any such Intellectual Property in any circumstances.
- 8.2. The Partner acknowledges that RC and Customer's rights to the Intellectual Property Rights used on or in relation to the Fuels and Customer's business and the goodwill connected with that are Customer's property. Any goodwill derived from the use by the Partner of Customer's Intellectual Property Rights shall accrue to Customer. RC and/or Customer may, at any time, call for a document confirming the assignment of that goodwill and the Partner shall immediately execute it.
- 8.3. The Partner accepts that: (a) it is only permitted to use RC and/or Customer's Intellectual Property Rights for the purposes of the Services and during the Term and only as authorised by RC and/or Customer in writing in advance; (b) it shall not use any trade marks, trade names or get-up which resemble Customer's trade marks, trade names or get-up and which would therefore be likely to confuse or mislead the public or any section of the public; and (c) it shall not do or omit to do, or authorise any third party to do or to omit to do, anything which could invalidate or be inconsistent with Customer's Intellectual Property Rights.
- 8.4. To the fullest extent permitted by applicable law, the Partner hereby assigns to RC and/or Customer all existing and future Intellectual Property Rights in and to the works. The Partner warrants to RC and/or Customer it has not given and shall not give permission to any third party to use the Intellectual Property Rights in and to Works (unless otherwise expressly permitted by the Agreement), and, as far as it is aware, the use of the works by RC and/or Customer shall not infringe the rights of any third party. To the fullest extent permitted by applicable law, the Partner warrants that it shall and has obtained waivers of all moral rights in the Intellectual Property and any provisions of law in all jurisdictions. The Partner undertakes, at its own expense, at any time either during or after the Term, to execute all documents, make all applications, give all assistance and do all acts and things as may, in the sole opinion of RC and/or Customer may be necessary or desirable to vest the Intellectual Property Rights in and to works in, and to register them in, the name of Customer and to defend Intellectual Property Rights in and to works against claims that to the extent that the works embodies Intellectual Property Rights which infringe third party rights.
- 8.5. The provision in this article 8 is a reservation within the meaning of Section 15, Subsection 1, of the Dutch Copyright Act.
- 8.6. Unless explicitly mentioned otherwise, no part of these GTC implies a transfer of IP rights.
- 8.7. The Partner is not permitted to remove or change any notices regarding IP rights vested in the Products and/or the (results of the) Services.
- 8.8. RC explicitly does not waive the personality rights referred to in Section 25 of the Dutch Copyright Act.
- 8.9. The Partner hereby grants RC a royalty-free, and non-exclusive license to use the Trademarks of the Partner and any other IP right necessary for the performance of the Services during the term of the Agreement. This license is sub-licensable to the partners of RC.

Article 9 - Dissolution and termination of the Agreement

- 9.1. The Partner cannot terminate or dissolve the Agreement on grounds other than those set out in the paragraphs below.
- 9.2. Without prejudice to article 9.5 of these GTC, either Party is authorized to dissolve the Agreement due to an attributable failure to observe the Agreement if the other Party fails attributable in meeting essential obligations arising from the Agreement. Dissolution is only possible after a notice of default containing as many details as possible whereby a reasonable term for remedy of the failure is stated, being this notification issued by registered post with a reasonable term of at least thirty (30) calendar days to remedy the situation, said Party continues to attributable fail in the performance of his obligations under the Agreement. ALL obligations to cooperate by the Partner or a Third-Party engaged by the Partner shall always qualify as essential obligations under the Agreement.
- 9.3. Without prejudice to article 9.5 of these GTC, if, at the time of the dissolution as referred to in this article 9, the Partner has already received payment as part of the execution of the Agreement, these payments shall not be the subject of cancellation. Sums paid by RC prior to the dissolution concerning the proper performance or Delivery in execution of the Agreement shall be returned at the time of dissolution.
- 9.4. If an Agreement which on the basis of its nature and content does not terminate and has been entered into for an indefinite period of time, it can, after proper consultations have been conducted, be terminated by either Party by means of a written notice of termination stating the reasons. If a notice period has not been agreed between the Parties, a reasonable notice period shall be observed which shall be no shorter than four (4) months.
- 9.5. The Partner is never entitled to terminate or rescind in whole or in part (ex-section 6:265 DCC) an Agreement which has been entered into for a definite period of time in the interim, such as, but not limited to, a service agreement or Statement of Work (Order Form).
- 9.6. RC can terminate an agreement in writing, wholly or in part, with immediate effect and without any notice of default being required if the Partner is granted suspension of payments, whether or not temporary, if bankruptcy is filed for with regard to the

Partner or if the business of the Partner is liquidated or terminated other than as part of a reorganization or merger. RC shall never be under an obligation to refund any payments that have already been received or payment of any damages.

- 9.7. RC is entitled to terminate the Agreement, partially or otherwise, if and from the moment that the Product and/or Service which Delivery is subject of the Agreement is no longer available, is no longer commercially viable for RC, has been taken off the market, or has otherwise become (permanently) unavailable.
- 9.8. RC shall be entitled to terminate this Agreement forthwith by giving written notice if:
 - a. the Partner fails to meet any Minimum Sales Target for any period specified in the Form; and / or
 - b. the Partner does not comply with any applicable laws when performing the Services; and / or
 - c. adverse publicity or other adverse information is discovered on the effects, quality or standard of the Services or otherwise which may in the opinion of RC damage RC and/or Customer's public reputation and good standing; and / or
 - d. any event occurs that RC reasonably considers could be detrimental to its or its Customer's reputation, goodwill, and / or public opinion.
- 9.9. RC may terminate this Agreement at any time and with immediate effect upon giving the Partner 5 (five) days written notice to that effect.
- 9.10. Termination or expiry of this Agreement shall not affect the operation of those clauses which by their very nature require to survive and remain in full force and effect. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry. Notwithstanding the foregoing, RC shall have no liabilities or obligations to the Partner when this Agreement is terminated due to the fault of the Partner.
- 9.11. On termination or expiry of this Agreement the Partner shall: (a) immediately deliver to RC any and all Deliverables; (b) cease to use and destroy all Datasets and provide proof of this to RC; (c) cease to use all Intellectual Property Rights of Customer, and shall cease to provide the Services; and (d) if so requested by RC and/or Customer, provide all assistance reasonably required by RC to facilitate the smooth transition of the Services to RC and/or Customer or any replacement supplier appointed by it.
- 9.12. Articles that, with a view to their nature, are intended to continue to apply after the end of the Agreement remain in full force upon termination of the Agreement. This shall include but not be limited to articles 2, 4, 5, 6, 8, 11, 12, 14 of this GTC.

Article 10 - Non-attributable failure; force majeure

- 10.1. Failure to comply with an obligation shall not be regarded as attributable if it is the result of or is related to a circumstance which is beyond the control of the party concerned, whether it could have been foreseen or not. Such circumstances include but are not restricted to: war or a similar circumstance, mobilization, riots, sabotage, terrorism, threats of terrorism, fire, lightning strike, implosion, explosion or escape of dangerous gases or substances, natural disasters, extreme weather conditions, strikes, sit-ins, boycotts or blockades and measures taken by a domestic or foreign Government such as the imposition of import, export, Delivery or production bans.
- 10.2. Without prejudice to article 9.5 of these GTC, if a party fails to comply with the agreement, without this being attributable to the party concerned, and if it remains impossible to comply with the agreement on a permanent basis, the agreement may be terminated with immediate effect by either of the parties. If compliance is not permanently impossible, the Delivery period will be extended with the period during which compliance was impossible, including time required for resumption, and the agreement may only be terminated by either of the parties after an extension period of at least seventy-five (75) consecutive calendar days.
- 10.3. If RC incurs extra costs in complying with the agreement as a result of circumstances not attributable to RC, RC shall be entitled to charge these costs on to the Partner in all reasonableness. These rights shall not prejudice any other right of RC deriving from this GTC or any Agreement.

Article 11 - Indemnification and Liability

- 11.1. Within the framework of the formation and/or execution of the Agreement, RC cannot be held liable for damage or loss by virtue of an (attributable) failure in the performance of the Agreement, unlawful act or other grounds, except as provided for in the paragraphs of this article.
- 11.2. The Partner hereby indemnifies and holds harmless RC and/or Customer from and against all liabilities, costs, expenses, damages and losses (including but not limited to any direct losses, indirect and consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by RC and/or Customer arising out of or in connection with: any claim made against RC and/or Customer by a third party arising out of or in connection with the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement and / or the Services by the Partner and/or its representatives, employees, agents or subcontractors; and / or any breach of the warranties contained in this Agreement; and / or any enforcement of this Agreement by RC and/or Customer.
- 11.3. The Partner shall not without RC's express instruction take part in any dispute or commence or defend any court or other dispute proceedings on behalf of RC and/or Customer or settle or attempt to settle or make any admission concerning such proceedings.
- 11.4. The Partner warrants and undertakes that all Services provided have been lawfully and the sales have been obtained fairly and lawfully. Partner warrants and shall take all necessary steps to check that all sales have consented to the transfer of their details to Customer.
- 11.5. RC shall not be liable for any damages resulting from incorrect and/or incomplete

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- information provided by the Partner or damages that result from the execution of the instructions provided by the Partner.
- 11.6. Notwithstanding anything to the contrary in the Agreement or these GTC, any aggregate liability of RC to the Partner on account of attributable failure in the performance of the Agreement, an unlawful act or otherwise, which explicitly includes every failure in the performance of a warranty obligation agreed with the Partner as well as any liability arising directly or indirectly from data protection laws or regulations to compensation of the direct damage, will be limited per damage-causing incident, whereby a series of connected incidents count as a single incident, shall in no event exceed the maximum amount paid, or should have been paid, by RC for the Delivery of the relevant Product and/or Service, assuming one (1) year of Delivery of the relevant Product and/or Service in the event of continuing performance contracts. In no case will the total liability (sum payable) of RC under the Agreement, for whichever reason, exceed the amount of fifteen thousand (15,000) euros. The exclusions and limitations of liability for RC referred to above also apply with regard to any warranties and obligations to indemnify of RC.
 - 11.7. Direct damage is exclusively understood as the reasonable expenses incurred by the Partner to repair or resolve RC's management staff shortcomings, to make the performance of RC conform to the Agreement as well as reasonable costs incurred in the prevention or limitation of the damages and the reasonable costs made in determining the cause and extent thereof.
 - 11.8. The obligation for RC to pay compensation will only arise if the Partner sends written notice to RC of this damage within four (4) weeks of the damage occurring.
 - 11.9. RC shall not be directly or indirectly liable towards the Partner for any special, consequential, incidental, punitive, or indirect damages arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages, including but not limited (i) to lost profits, loss of business opportunities, loss of goodwill, or anticipated savings, and/or any other kind of reputational damage; (ii) costs of substituting goods or Products; or (iii) wasted management or staff time.
 - 11.10. The Partner hereby undertakes to indemnify and hold harmless RC for all damages, losses, costs and expenses resulting directly or indirectly from any credit, compensation, indemnification and/or other claims arising from or relating to (i) the breach of public or private subjects' rights, (ii) the breach of any provision of the Agreement and/or (iii) the fraudulent or negligent behavior of the Partner, in any case holding RC harmless against any claims connected with and/or arising in any manner whatsoever from an incorrect realization of the relevant creative content, a breach of Third Parties' or group structure companies' rights and/or lack of compliance with the laws and/or the regulations and/or any national and/or international provisions, and also bearing all the costs connected with the administration of any proceedings started against RC due to the actions and/or default of the Partner. At its discretion, RC will have the right to choose the legal advisors to be entrusted with the defense in such events and the Partner will bear the relevant costs and expenses.
 - 11.11. In deviation of the statutory limitation periods, any claims against RC and/or any of its affiliates, employees, officers, directors, attorneys or any other representatives of whatever nature and for whatever reason against RC in connection with the performance of the Agreement shall expire after one (1) year to count from the moment the Partner became aware or could reasonable have been aware, of the existence for such rights and powers.
 - 11.12. The Parties agree that the terms contained within this article 11 reflect an agreed-upon allocation of risk between the Parties supported by (among other things) the pricing agreed to between the parties and this allocation is a fundamental part of the basis of the bargain between them. The limitation upon damages and claims set forth in this article 11 are intended to apply without regard to whether other provisions of this Agreement have been breached or have been held to be invalid or ineffective and notwithstanding the failure of essential purpose of any limited remedy provided herein.
 - 11.13. In the event that any guarantee of RC fails of its essential purpose or is held to be invalid or unenforceable for any reason, in consideration of the other provisions of the Agreement or these General Terms and conditions, the Parties understand and agree that all limitations of liability shall nevertheless remain in effect.

Article 12 - Confidentiality and non-disclosure

- 12.1. The Receiving Party shall not at any time during the Term of the Agreement, and for an unlimited period after termination or expiration of this Agreement, publish, disclose, or otherwise divulge any Confidential Information of the Disclosing Party to any Third-Party, except to those of the Receiving Party's representatives who have a need to know such Confidential Information and who are bound by confidentiality obligations no less stringent than those contained in this Agreement. The Receiving Party shall instruct its representatives of its obligations under this Agreement and shall be responsible for any breach of this Agreement by its representatives.
- 12.2. The Receiving Party will only have a duty to protect Confidential Information disclosed to it by the Disclosing Party.
- 12.3. The Receiving Party shall: (i) keep the Confidential Information in the strictest confidence; (ii) use the Confidential Information only for the purpose of performing its obligations or exercising its rights under this Agreement; (iii) store the Confidential Information with the same degree of care as the Receiving Party uses to protect its own information of a similar nature, but no less than a reasonable degree of care; (iv) store the Confidential Information so as to prevent any use of Confidential Information in violation of this Agreement and/or unauthorized communication of Confidential Information; and (v) store the Confidential Information in accordance with any particular and reasonable information security requirements of the Disclosing Party for the transmission, storage, or handling of the Confidential Information.
- 12.4. The Receiving Party shall promptly notify the Disclosing Party In Writing of any misuse or misappropriation of its Confidential Information that may come to the Receiving

- Party's attention.
- 12.5. This Agreement imposes no obligation upon a Receiving Party with respect to Confidential Information which: (i) the Receiving Party can demonstrate was already in the Receiving Party's possession or knowledge and which the Receiving Party lawfully acquired other than from the Disclosing Party; (ii) is or becomes publicly available through no fault of the Receiving Party; (iii) is independently developed by the Receiving Party without a breach of this Agreement, which can be demonstrated by documentary evidence; (iv) is disclosed by the Receiving Party with the Disclosing Party's prior written consent; or (v) is required by law to disclose.
 - 12.6. Upon receipt of the Disclosing Party's written request or upon termination or expiration of this Agreement, the Receiving Party shall: (i) immediately stop using all Confidential Information; (ii) promptly return to the Disclosing Party all documents, copies, or other material containing Confidential Information; or (iii) upon the Disclosing Party's request, destroy all Confidential Information and any copies thereof.
 - 12.7. The Receiving Party acknowledges that disclosure of any Confidential Information may give rise to irreparable injury to the Disclosing Party, which may be inadequately compensable in damages. Accordingly, the Disclosing Party may seek injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available.
 - 12.8. Partner acknowledges that the Products delivered and/or Services performed, including the Online Services as well as any other proprietary information (the 'Trade Knowledge') originating from RC is always confidential in nature and that the Trade Knowledge contains trade secrets of RC and its suppliers or producers.
 - 12.9. By derogation of the aforementioned, at any time after signature of this Agreement, RC may publish or use Partner's name and logo on: (i) RC's website; (ii) marketing collateral; (iii) online advertisement banners; and (iv) in RC's sales presentations. RC will obtain Partner's written permission prior to publication for each of the following: (i) press release; (ii) case study or white paper on RC's website and marketing collateral (and discussion of case study or white paper during sales presentations); and (iii) Partner's quote on RC's website.
 - 12.10. The Partner and its company group shall not, during any Agreement between parties and until twelve (12) months after the termination of the last Agreement between parties, directly (actively) or indirectly (through third parties) approach, solicit or sign an Agreement with any client or partner of RC, including Customer, or directly or indirectly provide services to or buy services from the respective client.
 - 12.11. Partner and its company group shall not, during any Agreement between parties and until twelve (12) months after the termination of the last Agreement between parties, directly (actively) or indirectly (through third parties) solicit, recruit or hire away or attempt to solicit, recruit or hire away, any employee of RC or any freelancer having an agreement with RC, whether or not such employee is a full-time employee or a temporary employee or freelancer of RC.
 - 12.12. If Partner is in breach of clause 12.10 and/or 12.11 the Partner shall forfeit to RC without further notice of default being required, by the mere fact of non-compliance, an immediately payable fine of fifty-thousand (50.000) euros plus five-thousand (5,000) euros per day for each day that the violation continues, without prejudice to the right of RC to exercise its rights under this agreement, including to claim performance and/or seek compensation for the losses and expenses thus suffered and/or incurred.

Article 13 - Transfer of rights and obligations

- 13.1. RC shall be entitled to transfer to any other person any or all of its rights and/or obligations under the Agreement. The Partner gives full cooperation in the sense of Section 6:159 DCC and gives its consent to a transfer of rights and/or obligation in advance. RC shall not be obliged to pay any compensation whatsoever for a transfer of its rights and/or obligations. The Partner shall not be entitled to transfer its rights and/or obligations under the Agreement, unless agreed to in writing by RC, which permission shall not be withheld on unreasonable grounds.

Article 14 - Applicable law, and applicable jurisdiction

- 14.1. These GTC, as well as any and all offers, quotations, engagements, legal relationships, and Agreements to which these GTC apply shall solely and exclusively be governed and construed in accordance with the laws of the Netherlands. The UN Convention on Contracts for the International Sale of goods (also referred to as the Vienna Sales Convention) shall not apply.
- 14.2. The competent courts in the city of Amsterdam, or if they are not competent according to Dutch law, whichever Dutch court considers itself competent, shall have exclusive jurisdiction to settle any and all disputes in connection with this GTC, as well as any and all offers and Agreements to which these GTC apply, without prejudice to the right of appeal (hoger beroep) and that of appeal to the Supreme Court (cassatie).

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Chapter 2 - Specific lead-generation and lead-Delivery provisions

In addition to the general provisions of chapter 1, in relation to lead-generation and lead Delivery activities, the herein-contained provisions shall apply. In the event of discrepancies between Chapter 1 and what is contained in this Chapter 2, Chapter 2 shall prevail over all other provisions.

Article 1 - Additional definitions

Campaign - One or more lead generation, co-sponsoring campaigns, co-registration campaigns, lifestyle campaigns, email or social lead generation or recollection of profile information.

Data Collector - The entity who collects the Data Sets.

Data Sets - The individual data contained in a filing system which might contain different data fields.

Data Subject - The individual as defined in the applicable data protection laws and regulations.

End Client(s) - The entity receiving the marketing consent from the Data Subject.

Interest(s) - Indications provided by the Data Subject in relation to their preferences.

Minimum Acceptance Rate - The minimum number of Data Sets that must be accepted by the Partner on a given Delivery or given month. RC will always charge for said minimum number.

Proof of Consent - Timestamp and IP Address (and double opt-in information in the case of German Data Sets)

Validation Services - External and independent data validation Services who check for the accuracy of the Data Sets. This does not guarantee an error free Delivery.

Article 2 - Product and/or Service and Delivery

2.1. The individual data sets will be generated via online campaigns hosted by the Data Collectors. The Data Collectors shall make available to the Data Subject the relevant data protection information and shall collect a free and explicit advertising consent (declaration of consent) from such Data Subject during the registration process in favor of the Partner (or its End Client). The Partner expressly acknowledges that he is familiar with the manner in which the data is collected from the Data Subject by the Data Collectors. The Partner hereby confirms that he approves the method of generation of data sets and in particular the contents of the data protection information provided to the Data Subject(s) and the procedures used to collect the opt-ins.

2.2. Unless indicated otherwise, in its provision of agency (brokering) services, RC will engage with whichever Third Party Data Collector(s) it sees fit in order to generate the Product for the Partner. Under this Agreement, RC will be responsible for compiling the data from the Third Party Data Collector(s) and delivering said data to the Partner.

2.3. Exclusively for Delivery of German Data Sets, in the case of double opt-in data sets, a Data Set of a Campaign shall receive a confirmation e-mail from the Data Collector following registration and shall be required to confirm receipt of such e-mail by clicking on a confirmation hyperlink.

2.4. In the case of single opt-in data sets, the Data Collector shall verify the e-mail address registered by a Data Subject of an online campaign via Validation Services.

2.5. The Data Collector will at all times collect the relevant Proof of Consent, which RC will make available (through the Data Collectors) to the Partner at its formulated request.

2.6. Warranty disclaimer. Except as explicitly stated in this Agreement, or the applicable Statement of Work (Order Form), and to the extent permitted by law, RC disclaims all warranties and conditions, whether express or implied by statute, common law, or otherwise, including but not limited to any warranty of performance or results the Partner may obtain by using the Product, and any warranty of satisfactory quality, merchantability, or fitness for a particular purpose in connection with Partner's purchase of the Product under this Agreement. RC does not warrant that the Data Sets will meet the Partner's requirements or that use will be uninterrupted or error free. The Product is provided "as is", and the entire risk as to its satisfactory use is with Partner. The Partner acknowledges that it has carried out independent research and analysis as to the appropriateness of the Product and Professional Services for its requirements, has relied upon its own independent research to make an informed decision to select RC to deliver the Product and Professional Services, and has not relied upon any written or oral advice from RC.

2.7. The Partner shall be responsible for addressing the reception of the datasets.

2.8. In the case of CSV deliveries, the Data Sets shall be supplied in comma separated values, or other format as may be agreed from time to time, using an industry standard security protocol, for example by Secure File Transfer Protocol or another protocol with equivalent protection. If a delivery platform (including logins) is made available by RC to Partner for deliveries, Partner must make use of it.

2.9. Data will be considered to be successfully delivered by RC: (i) API deliveries – when "OK" response or similar acceptance response is received from the server of the Partner; and (ii) CSV deliveries – when the file is made available for download by RC to the Partner.

Article 3 - Rights of Use (contents and restrictions)

3.1. The Partner shall receive the Data Sets for the type of marketing as indicated in the Insertion Order (e- mail, telephone, and/or postal) and the Partner warrants that he shall only use the Data Sets for such type of marketing in accordance with the Insertion Order conditions.

3.2. The Partner warrants (i) not to advertise Services, Products or materials in breach of laws and regulations applicable in the country (or in the countries) where the marketing campaigns of the Partner can be published or, in any case, where the content published on the Partner's websites is accessible; (ii) not to use content that is iRCegal or which might adversely affect third parties; (iii) not to put in place iRCicit or fraudulent behavior pursuant to applicable laws or regulations; (iv) to comply with all the stipulations of the Agreement and applicable law. The Partner will indemnify and hold harmless RC against and for any loss and/or damage resulting directly or indirectly from or relating to any breach by the Partner of the warranties in this (Chapter 2) Article 3.

3.3. Subject to the commercial terms set out in the Agreement and above, the Partner is permitted to use the Data Sets exclusively for advertising the Partner's own Products or Services or if applicable, the Products and Services of Third Parties or a group structure company. The data sets may not be used other than for the purpose specified in the Agreement or applicable Insertion Order. It is also not permitted to pass the data on to any Third Party or a group structure company that is not authorized by RC to use the data according to the Agreement or applicable Insertion Order. It is strictly forbidden for the Partner to resell the data to any Third Party or a group structure company. It is also strictly forbidden for the Partner to use the data for any other product, service or label than agreed upon in the Agreement.

3.4. In the event of any breach by the Partner or any of the Partner's End Client(s) of the provisions on the use of the data sets as set forth in the (Chapter 2) Article 3.3, the Partner shall be obliged to reimburse to RC any and all damages, losses, costs and expenses incurred by RC resulting directly or indirectly therefrom. In case the Partner or any of the Partner's End Client(s) re-sells or misuses the data, the Partner shall be obliged to pay to RC a fixed amount of fifty-thousand (50,000) euros as liquidated

damages, notwithstanding RC right to seek reimbursement of its actual damages, losses, costs and expenses resulting directly or indirectly therefrom.

3.5. Nothing in the Insertion Order or in these general terms and conditions will prohibit or prevent RC from offering and selling the Data Sets to one or more other contracting parties.

3.6. RC shall be entitled to include control addresses among the address data supplied in order to monitor use in compliance with the Agreement.

Article 4 - Remuneration and Payment

4.1. The Partner shall be supplied with the data sets for comparison with the Partner's own database. The Partner shall pay RC for Data Sets that represent net additions ("Net Data Set") in comparison with the Partner's own database. Net addition means that the data set provided by RC was not previously included in the Partner's own database or End Client database or in the event no advertising consent (opt-in) has been given by such person in an existing database. The Partner undertakes and agrees to report to RC the Net Data Sets so received on a monthly basis and to delete and refrain from using any other, not-accepted data sets. In the event the Agreement provides for the data sets to be passed on by the Partner to an End Client, the Partner undertakes and agrees to ensure such Third Party is contractually bound to RC to adopt the same procedure. In the event the data sets are to be passed by the Partner to an End Client, the Partner undertakes and agrees to assume all responsibility regarding the direct payment for the Services provided to the Partner.

4.2. In case of Delivery by CSV-file, the Partner shall report to RC all Net Data Sets within 10 days after the end of the month of Delivery for the purpose of the financial records of RC. RC will have the right to invoice the Partner for all the (gross amount of) delivered data sets in the event the Partner does not meet said deadline.

4.3. In case of Delivery via API/web service, all the 'OK' responses (accepted data sets) will be invoiced by RC to the Partner. For the avoidance of doubt, this means that as soon as a data set has been accepted by the Partner's server (OK response or similar response that implies data acceptance), a payment obligation is born.

4.4. In case a Minimum Acceptance Rate is agreed upon, Partner is bound to accept a minimum percentage of gross delivered Data Sets by RC, being that percentage agreed upon by the Parties stated the Agreement or applicable Insertion Order.

4.5. In case a re-optin has been ordered by the Partner, and by way of derogation of point 4.1 to 4.3, Partner is bound to accept all the Data Sets delivered by RC which have the condition of re-opt-in Data Sets.

4.6. The Partner is responsible for insuring that the API connection with its own server is properly executed. RC cannot be held responsible and will not bear the cost of errors in the connection or the operation of the API connection with the Partner's servers. The Partner shall insure that the connection is done with the appropriate database (including the database of the End Client). In case of error by the Partner, the Partner will not be awarded any deduction, discount or set-off.

4.7. For any Agreement where the Partner is procuring the Data Sets on behalf of an End Client, the Partner remains liable for the due payment of all financial obligations under the Agreement towards RC. The Partner shall remain liable towards RC for any damages suffered in the event a Partner's End Client is in default with any payment obligation. In the event the Partner fails to timely fulfil its payment obligations to RC, the Partner shall upon first request by RC assign to RC any claims the Partner may have or acquire on such End Client.

4.8. RC reserves the right to deliver, at any time, the Data Sets via CSV-file to the Partner.

4.9. RC will charge the Data Sets according to the rates agreed upon in the Agreement of applicable Insertion Order.

4.10. RC shall not be liable and shall not be obliged to compensate the Partner for any withdrawals of consent (unsubscribes) performed by the Data Subjects on the delivered data.

Article 5 - Obligations of RC

5.1. RC shall request the listing of the Partner and/or the third party to who this is applicable, in online campaigns of the Data Collectors, as required for the generation of opt-in Data Sets. The Partner is in agreement with the way the generation of opt-in Data Sets are generated.

5.2. RC is subject to a best effort obligation to deliver the Data Sets to the Partner. In case RC deems it necessary for commercial and/or operational reasons not to deliver the Data Sets to the Partner or to stop the Delivery of the Data Sets to the Partner, RC has no contractual obligation to deliver the remaining amount of Data Sets to the Partner. In the case RC wishes to terminate the agreement, and after a written notice from RC the Order Form will be terminated by RC without any (direct or indirect) liability,

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remaining applicable, and only to the extent necessary, any other provision agreed upon by the Parties.

Article 6 - Obligations of the Partner

- 6.1. The Partner shall not be permitted to create the impression that the e-mail marketing and/or telephone marketing has been initiated by RC or the Data Collector; or that RC is in any way involved in or responsible for the marketing.
- 6.2. The Partner is aware of and shall comply with the legal provisions regarding unrequested communication and the protection of personal data. When using the Data Sets provided by RC, the Partner is obliged to comply with all applicable law and regulations.