

General Terms and Conditions

version <https://www.maxlead.com/algemene-voorwaarden/> dated 17 June 2016

Maxlead is a trade name of Maxlead Services B.V. Chamber of Commerce Leiden 28 10 75 78

Article 1: Definitions

1.a The term "Client" has the following meaning: any person or legal entity who wishes to enter into or has entered into an agreement with Maxlead Services B.V. or any party to whom an offer has been issued or any party which in any way has expressed an interest in purchasing the services offered by the Supplier.

1.b The term "Supplier" has the following meaning: Maxlead Services B.V. or a third party to be appointed or appointed by Maxlead Services B.V., or a group company of Maxlead Services B.V.

Article 2: Applicability

2.a These general terms and conditions apply to all quotations, (oral) agreements and/or other legal relationships directly or indirectly relating to the products, goods and services offered by Supplier.

2.b The applicability of the general terms and conditions used by the Client is explicitly rejected as referred to in section 6:225(3) Dutch Civil Code.

2.c The Supplier is entitled to unilaterally change these general terms and conditions. The Client will be informed of changes by email; changes will become effective thirty (30) days after the announcement.

2.d If any provision in these general terms and conditions or the Agreement appears to be void, invalid, unenforceable or voidable, the other provisions shall retain their full effect insofar as the other provisions are not inextricably linked to the void or unenforceable provision(s). The parties shall replace the invalid provision by a valid provision in accordance with the objective and purport of the Agreement.

2.e. In the event of differences between the language versions of these general terms and conditions, the Dutch version prevails.

2.f In addition to these general terms and conditions, specific subscription conditions may apply to the Agreement. In the event of any conflicts, the subscription conditions prevail.

Article 3: Quotation and project scope

3.a All quotations from the Supplier are free of obligation, unless specified otherwise in writing.

3.b Without prejudice to paragraph a, the offer lapses 30 calendar days after the sending of the quotation by the Supplier.

3.c Acceptance is in writing.

3.d The Supplier is entitled to modify the price of the services it provides should there be changes to the scope of the project to which the quotation applies. The Supplier is entitled to charge necessary additional work.

3.e The prices used will be revised periodically (in principle on 1 January and 1 July) based on salary and inflation figures.

3.f For the duration of the project, the Client gives the Supplier the exclusive right to carry out the allocated assignment.

Article 4: Project Execution

4.a The Supplier shall carry out the quoted project to the best of its knowledge and ability. The Supplier will make every effort to carry out the work with due diligence but cannot guarantee that a specific result will be achieved as a result of the work.

4.b The Client will ensure that the Supplier is provided in a timely fashion with all the data the Supplier specifies as being essential to the project. Should the Supplier not be provided with the data required for the performance of the Agreement on time, the Supplier is entitled to postpone the execution of the project and/or to invoice the Client for the additional costs that result from the delay.

4.c The Supplier is entitled to have work carried out by third parties who will also be bound to the conditions as in force between the Client and the Supplier.

Article 5: Delivery

5.a If a deadline has been agreed for the delivery of certain work within the duration of the project, then this is only an indicative deadline and not a strict deadline.

5.b If the Supplier expects that a delivery deadline will not be met, the Supplier will inform the Client of this as soon as possible.

Article 6: Reporting

6.a Reporting takes place according to the project proposal as quoted. If no reporting method is specified in the quotation, then reporting will be in Dutch and the Supplier will report by e-mail.

Article 7: Modification of the project scope

7.a Should it prove necessary during the execution of the project to modify or expand the work to be carried out in order to carry out the work properly, the parties will modify the scope of the project in a timely fashion and in mutual consultation.

7.b If the parties agree that the scope of the project will be modified or expanded, the time of delivery and the agreed project price may change.

7.c In deviation to paragraph b, the Supplier will not be able to invoice any additional costs if the change or expansion is the result of conditions that can be attributed to the Supplier.

Article 8: Confidentiality

8.a The parties are bound to confidentiality of all confidential information that they receive from one another or from another source as part of the project. Information is considered confidential if this has been communicated by the other party or if this results from the nature of the information.

8.b The Supplier retains the right to use the name of the Client as a reference and to publish it as such. This will take place in consultation with the person responsible to this end at the Client.

8.c The (personal) data that are provided to the Supplier through the sites of the Client will be treated with confidentiality. This data will not be made available to third parties.

Article 9: Intellectual property

9.a All copyrights and other intellectual property rights related to the services provided by the Supplier rest with the Supplier. The Client acknowledges these rights and will refrain from any infringement thereof.

9.b All documents provided by the Supplier are intended exclusively for the use of the Client. The Client is not permitted to disclose information obtained from the Supplier and/or to duplicate it in any manner or form, unless said disclosure has been permitted in writing by the Supplier or is the result of the objective of the project.

9.c All documents provided by the Supplier to carry out the project remain the property of the Supplier. At the end of the contract, or after termination of the contract, the Supplier can request the Client to delete or return these documents.

9.d The Client indemnifies the Supplier against all claims by third parties related to the intellectual property rights with regard to the publication of the information and documents with which it was provided.

9.e The Supplier retains the right to use the knowledge acquired during the execution of the project for other purposes, in so far as no confidential information of the Client falls in the hands of third parties.

Article 10: Contract duration and termination

10.a Subscriptions are entered into for an indefinite period of time and for a minimum period of six months unless the Parties have expressly agreed otherwise in writing. After this minimum period, the subscriptions can be terminated in writing, taking effect from the end of each calendar month, such with due observance of a notice period of two months.

10.b In the event it has been agreed that a subscription for a fixed period is entered into, this subscription cannot be terminated early.

10.c At the end of the period stated in the contract, a subscription for a fixed term as referred to in the previous paragraph, is automatically extended for the same period, barring written notification taking effect from the end of the (extended) contract duration and with due observance of a period of notice of two months.

10.d The Client has the option to switch to a subscription with a higher basic rate at the end of each month. Switching to a subscription with a lower basic rate is only possible at the end of the full duration of a subscription.

10.e In addition, the Supplier and Client are entitled to terminate or end the subscriptions immediately if:

- 1) the other party fails in the performance of its obligations under the Agreement;
- 2) the other party has been declared bankrupt, or the Client has been granted a suspension of payments.

Article 11: Prices

11.a All prices and cost estimates are excluding VAT, unless specified otherwise.

11.b If no fixed price is agreed, then the price will be determined on the basis of time actually worked. The price will be calculated according to the customary hourly rates of the Supplier, valid in the period in which the work takes place, unless a different hourly rate has been agreed.

11.c For assignments with a duration of three months or longer, the costs will be invoiced monthly.

11.d Costs for traffic on search engines must be settled by the Client directly with the search engine involved. The Supplier is not liable for the consequences if the Client does not pay these traffic costs or does not pay them in a timely manner.

11.e Prices are based, among other things, on factors applicable at the time of the specification or creation of the Agreement or quotation, including salaries, social and fiscal obligations, levies, insurance premiums, etc. Should changes take place to these or other factors that determine the price after specification of or entering into the Agreement and before completion of the service or delivery, the Supplier is entitled to modify the prices it uses and to invoice them, however not until after consultation with and approval from the Client.

Article 12: Invoicing, payment and collection costs

12.a Invoicing by the Supplier takes place in principle:

- 1) for short-term one-off assignments: before the commencement of the work,
- 2) for longer running one-off assignments: for 50% before commencement of the work and for 50% on delivery or completion of the work;
- 3) for continuous assignments and subscriptions: monthly in advance.

12.b Payment must be made within 14 days of invoice date, unless otherwise agreed, in a manner specified by the Supplier in the currency of the invoice.

12.c After the end of the payment term of 14 days, or the term agreed otherwise, after the invoice date the Client is in default without further demand being required. From the moment the Client is in default, it owes interest of 1% per month over the due and payable amount, unless the statutory interest is higher, in which case the statutory interest applies.

12.d After the payment term has expired and after at least one demand has been issued, the Supplier is entitled to stop the web marketing campaign of the Client with immediate effect until payment has been made.

12.e In the event of liquidation, bankruptcy or a moratorium, the claims of the Supplier and the obligations of the Client towards the Supplier will become immediately due and payable.

12.f If the Client is in default or fails to comply with one or more of its obligations, all reasonable costs incurred to obtain payment with or without the intervention of the courts will be charged to the Client.

Article 13: Liability & Indemnification

13.a Unless there is an intentional act or wilful recklessness, the Supplier is not liable for the loss suffered by the Client which directly or indirectly relates to the performance, non-performance or incorrect performance of the Agreement, or for loss which is the result of circumstances which are otherwise attributable to the Supplier. The Supplier is therefore also not liable for consequential loss, indirect loss and/or trading loss.

13.b The Supplier is under no circumstances liable for loss caused by auxiliary persons and/or by third parties engaged by the Supplier in the performance of the Agreement.

13.c Liability is in any event limited to the invoice amount of the specific part of the Agreement and the period to which the liability relates, with a maximum of one year and insofar as this loss is covered by the liability insurance policy of the Supplier.

13.d Loss for which the Supplier is liable based on the previous paragraph is only eligible for compensation if the Client notifies the Supplier of said liability within 30 days of the occurrence thereof, unless the Client can show that it was not reasonably possible to report it earlier.

13.e Unless there is an intentional act or wilful recklessness, the Client indemnifies the Supplier against claims, including costs of legal assistance, by third parties relating to the Agreement. This applies in particular, but is not limited to, claims from third parties in respect of intellectual property rights infringements.

Article 14: Force majeure

14.a The Supplier is not liable in the case of force majeure. In addition to all that deemed included by legislation and case law in this respect, the Parties consider the term force majeure to include: all external causes, foreseen or unforeseen, upon which the Supplier can exert no influence, but which result in the Supplier being unable to meet its obligations. At least the following constitute force majeure: strikes, excessive absence of staff due to sickness, a (temporary) shortage of staff, fire, operational and technical disturbances at the offices of the Supplier or at the offices of external parties engaged by the Supplier and in particular the search engine and internet providers and related infrastructural provisions,

not having access to, in the Supplier's opinion, sufficient data, or the provision of incorrect data, or the lack of sufficient cooperation by the Client.

14.b In the case of force majeure, the Supplier is entitled to consider the Agreement (either in full or in part) to be dissolved or to dissolve it, or to cancel the assignment without being obliged to any compensation to the Client. In that case, the Supplier is obliged to inform the Client thereof immediately.

14.c If the Supplier has been partially able to meet its obligations when the force majeure occurs, then the Supplier is entitled to invoice the already executed portion or executable portion and the Client is obliged to pay this invoice as if it were a separate agreement.

Article 15: Specific provisions

15.a With respect to search engine marketing activities, the Supplier retains the following rights: The Supplier shall endeavour to carry out the assignment to the best of its abilities. The objective is good quality entry in the search engines agreed beforehand. The Supplier has the obligation to perform to the best of its ability for the absolute score and if possible will aim for a top 20 position. The Supplier retains the right to deviate from this in the case of words that are difficult to position, spam, non-indexation by the search engine(s), rejection or non-indexation of the URL by the search engine for technical reasons or specifications of the website or technical imperfections. The (statistical) data provided by or on behalf of the Supplier are always only indicative, unless stated otherwise. The Client cannot derive any rights from this data.

15.b The Client will observe the general terms and conditions, specific provisions and editorial guidelines that are defined for advertisers by the search engines used. The Supplier will advise the Client with respect to these provisions and is not responsible for the consequences of non-compliance with this specific advice.

15.c For the duration of the contract, the Client is not permitted to advertise or have a third party advertise on search engines for which the Supplier is running a campaign for the Client using advertisements that link to the same website or websites as the advertisements that the Supplier has placed for the Client. Infringement of this article entitles the Supplier to the immediate dissolution of this Agreement or postponement of the campaign. Furthermore, in the case of infringement of this article, the Client owes payment for the complete contract period to the Supplier.

15.d The Client grants Maxlead permission to send periodic newsletters and emails to keep the Client up to date on news, promotions and suchlike. The Client can at any time deregister from this service in accordance with the Telecommunication Act of 1 October 2009.

Article 16: Equipment and Software

16.a The Client must provide at its own risk sound equipment and sound other facilities that give access to a network on which it can receive the services provided by the Supplier. The Client is responsible for the payment of communication costs incurred.

Article 17: Transfer and modification of the Agreement

17.a Neither party is entitled to transfer and/or encumber the rights and obligations under this Agreement, subject to the written consent of the other party. This provision is binding on third parties.

17.b Entities and persons not being a party to this Agreement cannot derive rights from the Agreement and cannot rely on any provision in the Agreement.

Article 18: Competent court and applicable law

18.a All agreements between parties and obligations that result from those agreements or are related to those agreements are governed by Dutch law.

18.b All disputes that result from or are related to the agreements and obligations referred to in the previous section will in the first instance be brought before the court in The Hague.

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