

## Terms and conditions Skondras

### Article 1. Applicability of these conditions:

1. These terms and conditions apply to all offers, quotations, advice, agreements, activities and in general to all relations with clients and potential clients of.
2. Purchase and / or other terms and conditions prescribed by clients are only applicable to Skondras, insofar as they do not deviate from and do not conflict with these terms and conditions, unless Skondras has confirmed in writing that the terms and conditions of the client are wholly or partially prevail or unless Skondras excludes or modifies specific provisions from the general terms and conditions in writing in the agreement.

### Article 2. Offer, formation of agreement - cancellation:

1. All agreements are concluded by the acceptance by our client of an offer or quotation from Skondras. In the case of verbal acceptance, the invoice serves as confirmation of the concluded agreement, unless Skondras itself has confirmed the agreement in writing.
2. All quotes, budgets, offers and quotes from Skondras are without obligation. The offers made by Skondras are valid for 4 weeks, unless stated otherwise.
3. The client is obliged to confirm the assignment in writing. If the client fails to do so and Skondras confirms the assignment while the client does not object within eight days, the content of this confirmation applies. If no confirmation has taken place and Skondras has already carried out the assignment, then the assignment applies in accordance with the quotation.

### Article 3. Execution of the agreement:

1. Skondras will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. If and insofar as the proper execution of the agreement requires, Skondras has the right to have certain work done by third parties.
3. Skondras stipulates these General Terms and Conditions also for the benefit of all those who involve Skondras in the performance of an assignment.
4. In the case of Telemarketing / Telesales activities, Skondras does not give any guarantee in advance regarding the number of agreements that will be made or addresses that will be finished unless otherwise agreed in the agreement. Skondras also does not guarantee that the prospects will actually become customers of its partners / clients.
5. Skondras contacts companies and / or persons with a view to making agreements solely for the client. The follow-up of these agreements and the results are fully and exclusively for the account of the client.
6. The client gives Skondras explicit permission to contact companies and / or persons by telephone in its name.
7. The processing agreement forms part of the general terms and conditions

Article 4. Prospect/address databases/lists:

1. The client expressly confirms that the addresses supplied by him to Skondras have been obtained legally and relieves Skondras of any responsibility. Skondras will observe the privacy legislation and data storage legislation when using and storing the addresses. The Client is obliged to double the file (s) of the Client's prospect (s) with its own blocking list and with the Do-not-call register before the files are delivered to Skondras unless otherwise agreed with Skondras in the agreement. The Client will state on which date the duplication with the Do not call me register has taken place. If Skondras has good reason to believe that, despite another statement, the Client has not duplicated the Client's blocking list and / or the Do-not-call register, Skondras is entitled to suspend the execution of the agreement, without being obliged to pay any form of compensation to the Client. Skondras will immediately inform the Client of this and consult on the duplication with its own blocking list and / or the Do not call me register.

Article 5. Amendment of the agreement:

1. If during the execution of the agreement it appears that for a proper execution it is necessary to change or supplement the work to be performed, parties will adjust the agreement accordingly in a timely manner and in mutual consultation.
2. If the parties agree that the agreement will be amended or supplemented, the time of completion of the implementation may be affected. Skondras will inform the client of this as soon as possible.
3. If the amendment or supplement to the agreement has financial and / or qualitative consequences, Skondras will inform the client about this in advance. If a fixed rate has been agreed upon, Skondras will indicate to what extent the change or supplement to the agreement will result in this rate being exceeded.
4. Contrary to paragraph 3, Skondras will not be able to charge additional costs if the change or supplement is the result of circumstances that can be attributed to Skondras.

Article 6. Confidential information:

1. The contracting parties will work on the basis of a Processor Agreement which is part of each contract. This processor agreement will be sent separately for signature.
2. Each party shall take all precautionary measures that may reasonably be taken in order to keep confidential information received from the other party confidential. There is an obligation of effort in this regard.

#### Article 7. Invoicing and payments:

1. Invoicing is on a monthly basis unless otherwise agreed. Payment is made: by transferring the amount owed to a bank account number designated by Skondras n / a. New Market Consultants BV (trade name).
2. Payments must be made within 14 days after the invoice date unless otherwise agreed.
3. If the client does not comply with the above, it will automatically suspend the (delivery) obligation (s) of Skondras.
4. All mentioned prices are net excluding VAT
5. In the event of late payment, Skondras has the right to cease all work and terminate the agreement with the Client, whereby the Client is obliged to pay the contracted hours and services even if these have not (yet) been performed.
6. Skondras may, during an assignment, submit interim invoices and the client is obliged to pay this invoice within the period specified in paragraph 2 of this article.

#### Article 8. Collection costs:

1. The non-payment of a single invoice on its due date makes the balance owed for all other invoices that have not yet expired immediately become due and payable by operation of law. In addition, Skondras has the right, without prior notice of default, to suspend the execution of the agreement and / or all other agreements with the Client and to charge the Client for all damage and costs arising from this. A possible complaint cannot give rise to any payment deferment. Immediate payment can be demanded of what is due in the long term.
2. Skondras may also cancel the agreements made. The client cannot claim any compensation. In the event of a late payment, the legal interest for commercial transactions will apply.
3. All legal and legal costs that Skondras must incur are also at the expense of the Client in default. The Client must pay the legal and judicial costs actually incurred, so also if these exceed the liquidation rate applied by the relevant court. The client must therefore reimburse the bills of the lawyer and the bailiff, as well as all other possible legal costs.
4. If Skondras has to take collection measures to collect its invoices, regardless of whether it does it itself or outsources it, and the debtor is not a consumer but acts in the exercise of a profession or business, the debtor owes collection costs based on the so-called Nova rate.
5. In addition to the extrajudicial costs, all legal process and execution costs are at the expense of the Client.

#### Article 9. Claims claimable:

1. The claims of Skondras on the client are immediately due and payable in the following cases:
  - If circumstances are known to Skondras after the conclusion of the agreement become that Skondras give good reason to fear that the client will not meet his obligations (including financial obligations);
  - If, at the conclusion of the agreement, Skondras asked the client to provide security for compliance and this security is not provided, or is insufficient, to be determined by Skondras;
  - In the event of liquidation, bankruptcy or suspension of payment of the client.
2. In the aforementioned cases, Skondras is entitled to suspend further performance of the agreement, or to terminate or terminate the agreement, all without prejudice to Skondras's right to claim damages.

3. If Skondras is unable to complete the assignment due to circumstances beyond its control, then it is entitled to the agreed rates for work already performed and reimbursement of expenses already incurred.

Article 10. Responsibility and liability:

1. Skondras and the client adhere to the assignment during the work and execution and are always available for oral consultation, which is important for the execution of the assignment.
2. It is the responsibility of the client before concluding the assignment to inform Skondras in writing that confidentiality is required.
3. The client indemnifies Skondras for all legal and non-legal consequences of the use and / or disclosure by the client of the work and / or product delivered by Skondras.
4. Skondras is not liable for the consequences of the incorrectness or incompleteness of the data that the client is obliged to provide or has provided Skondras.
5. Skondras accepts no liability towards its clients for any damage whatsoever. Skondras' liability for any damage whatsoever is hereby expressly excluded. This is related to the fact that the obligations of Skondras towards its clients are best efforts obligations. Skondras therefore does not undertake towards its clients to achieve certain results.
6. Skondras is not liable for damage suffered by the client, which is the result of an attributable shortcoming in the fulfillment of its obligations and / or unlawful act, unless the damage is the direct result of intent or gross negligence on the part of the Skondras management. or one of its managerial subordinates.
7. The liability of Skondras for any compensation for damage, costs and interest under the agreement with the client is limited to such an amount that is proportionate to the agreed project amount according to the standards of reasonableness and fairness.
8. The reimbursement in any case applies as a maximum to the rate agreed for the project in question if the insurer of Skondras does not provide cover or the amount that the insurer pays for the damage suffered by the client. These provisions do not apply if there is intent by Skondras or its employees or third parties engaged by Skondras.

Article 11. Gross Negligence and willful misconduct:

In the event of gross negligence and/or willful misconduct Skondras may be liable and responsible for the exact amounts representing lost profits, loss of business REPRESENTING LOST PROFITS, LOSS OF BUSINESS AND THE OTHER DAMAGES.

If gross negligence and willful misconduct is proven, the agreement will end immediately.

Article 12. Performance Issues

In the event of performance issues by Skondras, the client will indicate that in writing (email). The performance is indicated in the agreement. Skondras will then have the opportunity for a month to increase its performance.

If Skondras does not show better performance, client can terminate the agreement with one month's notice.

Article 14. Transfer of data

Within 24 months of introducing a customer or prospect to the Client, that client is the exclusive client of the client for the services sold by Client and Skondras cannot introduce this client for the particular services of other clients of Skondras.

Article 13. Dispute issues and choice of law

**Negotiations**

The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between a director of each of the Parties with authority to settle the relevant dispute. If the dispute cannot be settled amicably within fourteen (30) days from the date on which either Party has served written notice on the other of the dispute then the remaining provisions of this Clause shall apply.

**Arbitration**

In the event of a dispute between Skondras and the client concerning the interpretation of any provision of this agreement or the performance of any of the terms of this Agreement, such matter or matters in dispute shall be finally settled: -

- a. under Dutch law
- b. the place of the arbitration shall be in Amsterdam.