

Terms and conditions Skondras for lead generation

Skondras is a commercial name. The legal name of the company may vary.

Article 1. Applicability of these terms and conditions:

1. These general terms and conditions (hereinafter: Conditions) apply to all offers, quotations, advice, agreements, work and in general to all relations with clients and potential clients of Skondras.

(Purchase) conditions and/or other conditions prescribed by clients are applicable to Skondras only to the extent that they do not deviate from and do not conflict with these Terms and Conditions, unless Skondras has confirmed in writing in the Agreement that the client's terms and conditions prevail in whole or in part or unless Skondras excludes or adjusts specific provisions from the Terms and Conditions in writing in the Agreement.

Article 2. Offer, conclusion of agreement - revocation:

1. All agreements are established by written acceptance by the Principal of an offer or quotation originating from Skondras. Differing and validly signed agreements (e.g. proposal, offer, framework agreement, processing agreement, addenda) take precedence over the content of the Terms and Conditions.

2. All quotations, budgets, offers and quotations made by Skondras are without obligation. Quotations made by Skondras are valid for 30 days, unless otherwise indicated.

3. The Principal is obliged to confirm the Agreement in writing. If the Principal fails to do so and Skondras confirms the Agreement while the Principal does not object to this within eight days, the contents of this confirmation will apply. If no confirmation has taken place and Skondras has already carried out the Assignment, the Agreement is valid in accordance with the offer.

4. The agreed Agreement is binding and can only be terminated by six weeks unless expressly stated otherwise in the Agreement.

Article 3. Execution of the Agreement:

1. Skondras shall perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship; it is a best-efforts obligation.

2. If and insofar as a proper performance of the Agreement requires this, Skondras has the right to have certain work performed by third parties.

3. Skondras stipulates these Conditions also for the benefit of all those whom Skondras engages in the performance of an Agreement.

4. In case of Telemarketing/Telesales activities, Skondras does not give any guarantee in advance regarding the number of appointments that will be made or addresses that will be called/visited, unless otherwise agreed in the Agreement. Nor does Skondras guarantee that prospects will actually become clients of its partners/clients. Targets set in the Agreement are expectations, not guarantees.

5. Skondras contacts companies and/or persons with a view to making appointments for the Client only. The follow-up of these appointments and the results are entirely and exclusively at the expense of the Principal.

6. The Client expressly authorises Skondras to contact companies and/or individuals by telephone on its behalf.

7. The parties will comply with the applicable laws and regulations when performing the work, such as, inter alia, telecommunications and privacy laws. The parties will comply with the laws and regulations issued by ACM.

8. The Principal shall in no case recruit employees of Skondras itself or through any other company with which it is in any way connected and this until two years after the cessation of cooperation with Skondras. Breach thereof shall entitle Skondras to damages equal to the gross salary of one full year of the employee with Skondras.

Article 4. Address files:

The Principal expressly confirms that the addresses it provides to Skondras have been obtained in a lawful manner and releases Skondras from any responsibility in this regard. Skondras will observe the applicable privacy laws and data storage laws when using and storing the addresses. The Client is obliged to de-duplicate file(s) of prospect(s) of the Client with its own blocking list before the file(s) are delivered to Skondras, unless otherwise agreed with Skondras in the Agreement. In doing so, the Principal shall specify the date on which the deduplication took place. If Skondras has valid reasons to believe that the Client has not deduplicated despite another statement, Skondras is entitled to suspend the performance of the Agreement, without being obliged to pay any form of compensation to the Client. The suspension does not relieve the Principal from fulfilling its obligations. Skondras will inform the Customer of this without delay and enter into consultations about deduplication with its own blocking list as yet.

Article 5. Amendment of the Agreement:

1. If, during the performance of the Agreement, it appears that for a proper performance it is necessary to change or supplement the work to be performed, the parties will timely and in mutual consultation adjust the Agreement to this end.
2. If the parties agree that the Agreement will be amended or supplemented, the time of completion of the performance may be affected as a result. Skondras will inform the Principal 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 Principal thereof in advance. If a fixed rate has been agreed upon, Skondras will also indicate to what extent the amendment or supplement to the Agreement will result in an excess of this rate.
4. Notwithstanding paragraph 3, Skondras will not be able to charge additional costs if the amendment or supplement is due to circumstances that can be attributed to Skondras.
5. Skondras is entitled to automatically adjust the prices annually per 1 January on the basis of the CBS Price Index: Service prices; commercial services and transport, index 2010 = 100. This increase is calculated according to the calculation method as published on the website of the CBS. This may vary from country to country.

Article 6. Confidential information:

1. The Principal expressly confirms that the addresses he has supplied to Skondras have been checked and consented to and releases Skondras from any responsibility in this regard.
2. The parties will work on the basis of a Processor Agreement which forms part of each Agreement. This processor agreement will be sent separately for signature upon entering into the Agreement.
3. Each party shall take all reasonable precautions to keep confidential any confidential information received from the other party. In this respect, there is a best-efforts obligation.

Article 7. Invoicing and payments:

1. Invoicing shall take place on a weekly basis or at predetermined billing times unless otherwise agreed. Payment shall be made: by transferring the amount due to a bank account number designated by Skondras.
2. Payments shall be made within 14 calendar days of the invoice date unless otherwise agreed.
3. Failure of the Principal to comply with the above shall automatically suspend the (delivery) obligation(s) of Skondras.
4. All prices quoted are exclusive of VAT.
5. In case of late payment, Skondras has the right to discontinue all work and terminate the Contract with the Client, in which case the Client will be obliged to pay for the contracted hours and services even if they have not (yet) been performed.
6. Skondras may, during an assignment, invoice on an interim basis and the Client is obliged to pay this invoice within the period mentioned in paragraph 2 of this article.

Article 8. Exigible claims, collection costs:

1. The claims of Skondras against the Principal are immediately due and payable in the following cases:
 - If after the conclusion of the Agreement circumstances become known to Skondras that give Skondras good reason to fear that the Principal will not fulfil its obligations (including financial obligations);
 - If at the conclusion of the Contract Skondras has asked the Principal to provide security for performance and such security is not provided or is insufficient, to be determined by Skondras;
 - In case of liquidation, bankruptcy or suspension of payments of the Client.
2. A suspension of the Principal under the Agreement is not possible. In the above cases, Skondras is authorised to suspend further performance of the Agreement or to proceed to dissolve or terminate the Agreement, all without prejudice to Skondras' right to claim damages.
3. If Skondras is unable to perform or complete the Agreement due to circumstances beyond its control, it is entitled to the agreed rates for work already performed and reimbursement of expenses already incurred.
4. Non-payment on the due date of a single invoice makes the balance due of all other invoices that have not yet passed the due date immediately payable. Furthermore, Skondras has the right, without prior notice of default, to suspend the performance of the Agreement and/or all other agreements with the Customer and to charge the Customer for all damages and costs

resulting from this. A possible complaint will not be able to give cause for any postponement of payment. Immediate payment may be demanded of what is owed in due course.

5. All payments made by the Principal shall first be deducted from the interest and costs due and then from the principal sum. The Principal is not authorised to set off the invoice amount.
6. In case of late payment, statutory commercial interest will be charged. 7. Skondras may also cancel appointments made with prospects on behalf of the Client. The Client cannot claim any damages.
7. In addition to the extrajudicial costs, all legal proceedings and enforcement costs incurred by Skondras shall be borne by the defaulting Principal. The Principal must pay the actual legal and judicial costs incurred, i.e. even if they 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 any other possible legal costs.

Article 9: Complaint, price change:

1. All complaints regarding invoices and services must be received at Skondras within fourteen (14) calendar days of the invoice date, under penalty of forfeiture of rights. The protest regarding an invoice must be reasoned and specify which part is disputed. Non-disputed amounts remain due and payable.
2. Without prejudice to the provisions in these Terms and Conditions, Skondras has the right to change the prices (apart from the annual price change as shown in Article 5) subject to valid reason and written notification 3 months before the change takes effect. If the Client does not agree with the new prices, the Client is entitled to terminate the contract according to the agreed notice period.

Article 10. Responsibility and liability:

1. Skondras and the Client shall adhere to the contents of the Agreement during the work and performance and shall always be available for oral consultation, which is relevant for the performance of the Agreement.
2. It is the responsibility of the Principal to notify Skondras in writing prior to the conclusion of the Agreement that confidentiality is required.
3. The Client indemnifies Skondras for all in and out of court consequences of the Client's use and/or disclosure of the work and/or product supplied by Skondras.
4. Skondras is not liable for the consequences of the inaccuracy or incompleteness of the information that the Principal is obliged to provide or has provided to Skondras.
5. Skondras accepts no liability to the Principal for any damages whatsoever; therefore, Skondras' liability for any damages whatsoever is hereby expressly excluded. This is related to the fact that the obligations of Skondras towards its clients are effort obligations. Skondras therefore does not undertake towards its Principal to achieve certain results.
6. Skondras is not obligated to fulfil any obligation if this is not reasonably possible for Skondras as a result of changes in the circumstances existing at the time the obligations were entered into or occurring at a later date through no fault of Skondras (force majeure). Force majeure includes, inter alia, war, weather conditions, telecommunication breakdowns or failures.
7. Skondras is not liable for any damage suffered by the Principal that is the result of an attributable failure in the fulfilment of its obligations and/or wrongful acts, unless the damage is the direct result of intent or gross negligence on the part of the management of Skondras or any of its executives.

8. Skondras' liability for any compensation for damages, costs and interest under the Agreement with the Principal is limited to such amount as is proportionate to the agreed project amount according to standards of reasonableness and fairness. In any case, the amount shall not exceed the sum of invoices of the last six months of the Agreement.
9. Compensation shall in any case be capped at the rate agreed for the project in question for the last six months of the Agreement if Skondras' insurer does not provide cover or the amount paid out by the insurer for the loss suffered by the Principal is less than the proven loss suffered.

Article 11: Disputes, applicable law

1. Legal independence of Skondras companies

- Skondras operates in several countries through legally independent and autonomous companies. Each entity operates separately and bears its own legal responsibility.
- The offer and the contract are governed by the laws of the country in which the relevant Skondras company is based and in which the offer was made. This means that the national legislation and competent court of that country shall apply.
- The various Skondras companies are not legally related to each other and conduct their business activities independently. There is no joint liability between the companies.
- The shared marketing and branding of Skondras in different countries do not constitute any legal bond between the companies and should not be interpreted as an undertaking that they are jointly liable for any obligations or actions.

2. Applicable law and competent court (adapted by country)

- **Netherlands:** All legal relationships between Skondras and the client in the Netherlands are exclusively governed by Dutch law. Disputes will be submitted to the competent court in the Netherlands.
- **Spain:** All legal relations between Skondras and the client in Spain are governed exclusively by Spanish law. Disputes will be submitted to the competent court in Alicante.
- **Other countries:** Contracts with Skondras entities in other countries shall be governed by the law of the relevant country. In case of a dispute, it will be submitted to the competent court of that specific country.