

# Affiliate Agreement

1. 'Attended by Humans', 'The Beehive' and 'The Plaza' are branded applications of Teleportel Europe NV ('Teleportel') with registration number BE 0444.980.075 incorporated as a Belgian legal entity with business address : Kapelbaan 15, 9255 Buggenhout, Belgium.
2. Teleportel reserves the right to refuse your application as Affiliate. Teleportel will inform you about the acceptance decision within 5 days following your online application, without obligation to elaborate on the reasons for refusal or to motivate the decision. You will be informed by e-mail which you accept as valid method of communication.
3. The 'Affiliate' confidentially discloses the identity of the 'Company' interested in using the services.
4. There can only be one (1) Affiliate per one (1) Customer (on a legal entity basis) and affiliate fees can only be granted for a new Customer. If the Customer (on a per-legal entity basis) is already linked to another Affiliate or if the Customer is already an active customer using the service, then linkage of that Customer to your affiliateship will be refused. You will be informed about this decision by e-mail which you accept as valid method of communication.
5. Teleportel reserves the right to refuse Customers introduced by the Affiliate without obligation to elaborate on the reasons for refusal or to motivate the negative decision.
6. If the Customer is not linked to another Affiliate and/or if the Customer is not already using the services, then a unique Affiliate PIN ID code will be provided ('affiliate key') to the Affiliate. The Affiliate provides this confidential code to the prospect for use via the teleportal.com website. You will receive a number of affiliate keys upfront to be used by yourself.
7. By using the affiliate key, the Customer will be entitled to a 10% discount for the services used. The Customer Discount is not applicable if the software is used for the affiliate's own purposes, but will only be granted to the third party for use of the software by this other legal entity (i.e. the customer of the affiliate).
8. The validity of the Affiliate key is 30 (thirty) days. Following this period, the unique key will no longer be valid and all rights associated with the key are to be considered null and void instantly.
9. The Affiliate is entitled to an affiliate fee of 20% on a recurring basis. The customer will be invoiced directly by Teleportel at list price minus 10% discount, granted thanks to the referral of the Affiliate. The Affiliate Licensing Fee is not applicable if the software is used for the affiliate's own purposes, but will only be granted to the affiliate if the software is used by a third party (other legal entity i.e. the customer of the affiliate).



10. The affiliate fees are logged into your personal affiliate account and are updated regularly, as the customer continues to use the services. When the affiliate account reaches a minimum net balance of 250,00 Euro (exc VAT), the current balance will be paid to the Affiliate at the end of the month. Bank charges are at the Affiliates expense. Teleportel will submit a credit note for the corresponding amount for bookkeeping records and tax purposes. VAT or other taxes may be applied as required by law.
11. In case of non-payment by the Customer, the linkage between the Customer and the Affiliate is suspended. The Affiliate is granted a period of 30 days to convince the customer to make the payment. If the Customer does not continue to use the services and/or does not settle the outstanding debt in-full to Teleportel, within a period of 30 days, the affiliateship rights for that specific Customer will be terminated automatically and instantly without any need for further notice. The Affiliate will no longer be entitled to any Affiliate fees or any other compensation or damages for that specific Customer. The Affiliate understands these principles and accepts these.
12. Nature of Affiliateship. The unique Affiliate Key is strictly personal to the prospective Customer. It cannot be used by other prospects/customers. Teleportel has zero tolerance for spam. Affiliateship is confidential. Teleportel reserves the right to refuse to issue an affiliate key, to revoke it or to terminate affiliateship altogether in case of spamming or in any other case of irregular, illegitimate, illegal, unlawful or fraudulent use of the services. In case of suspected abuse, the Affiliate will be informed by e-mail outlining the relevant background information and describing the breach. Subsequently, the Affiliate is granted a period 30 calendar days to liaise directly with Teleportel in an ultimate attempt to resolve the matter. If that attempt is not successful, Teleportel reserves the right to end the Affiliateship Agreement without any further notice and without any possibility for the Affiliate to demand compensation or damages other than the rightfully obtained affiliate fees which have been accumulated until the day of termination.
13. No Agency. Neither party shall be nor be deemed to be an agent of the other party and neither shall hold itself out as having authority or power to bind the other in any way. For the avoidance of doubt, the Affiliate shall at all times be an independent contractor and nothing in this Agreement shall be construed as constituting a partnership, joint venture, agency or relationship of employer and employee between Teleportel and the Affiliate or any of its Staff and the Affiliate shall not (and shall procure that no member of its Staff shall) hold itself out as having any such relationship with Teleportel.
14. Indemnification. Teleportel shall defend you against any claim, demand, suit, or proceeding made or brought against you by a third party alleging that the use of the Services or Software as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify you for any damages, reasonable attorney fees and costs finally awarded against you as a result of, and for amounts paid by you under a court-approved settlement of, a Claim against You; provided that you (a) promptly give us written notice of the Claim Against You; (b) give us sole control



of the defence and settlement of the Claim Against You (provided that we may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and © provide to Teleportel all reasonable assistance, at our expense. In the event of a Claim Against You, or if we reasonably believe the Services may infringe or misappropriate, we may in our sole discretion and at no cost to you (i) modify the Services or Software so that they no longer infringe or misappropriate, without breaching our warranties described in this Agreement, (ii) obtain a license for your continued use of the Services of Software in accordance with this Agreement, or (iii) terminate your account for such Services upon 30 days' written notice and refund to you any prepaid fees covering the remainder of the term of such subscriptions after the effective date of termination.

You shall defend us against any claim, demand, suit or proceeding made or brought against us by a third party alleging that your data, or your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify us for any damages, attorney fees and costs finally awarded against us as a result of, or for any amounts paid by us under a court-approved settlement of, a Claim Against Us; provided that we (a) promptly give you written notice of the Claim Against Us; (b) give you sole control of the defence and settlement of the Claim Against Us (provided that you may not settle any Claim Against Us unless the settlement unconditionally releases us of all liability); and (c) provide to you all reasonable assistance, at your expense. This chapter 'Indemnification' states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this chapter.

15. YOU ACKNOWLEDGE AND AGREE THAT TELEPORTEL WILL HAVE NO LIABILITY WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES OR LOSSES HAS BEEN NOTIFIED TO TELEPORTEL, IN CONNECTION WITH OR ARISING FROM YOUR USE OF ATTENDED BY HUMANS WEBSITES, OR THE INTERNET COMMUNICATIONS SOFTWARE OR OTHER SOFTWARE THAT IS PROVIDED . YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH SUCH SOFTWARE AND/OR ATTENDED BY HUMANS WEBSITES IS TO IMMEDIATELY STOP USING SUCH SOFTWARE AND CEASE USE OF SUCH SOFTWARE AND/OR ATTENDED BY HUMANS WEBSITES . Teleportel shall not be liable, whether in contract, tort (including negligence) or any other theory of liability, and whether or not the possibility of such damages or losses has been notified to Teleportel, for / any indirect, special, incidental or consequential damages, any loss of income, business, actual or anticipated profits, opportunity, goodwill or reputation (whether direct or indirect), any damage to or corruption of data (whether direct or indirect), any claim, damage or loss (whether direct or indirect ) arising from or relating to: your inability to use the Software or Services, the limitations and restrictions set out in this Agreement, any claim, damage or loss (whether direct or indirect) arising from or relating to any product or service provided by a third party under their own terms of service, any Third Party Technology, any third party website.



Subject to the above, the Teleportel total liability to you under or in connection with these Terms (whether in contract, tort (including negligence) or any other theory of liability) SHALL NOT EXCEED IN AGGREGATE THE AMOUNT PAID BY YOUR CUSTOMER FOR THE PRODUCTS IN THE 12 MONTHS PERIOD IMMEDIATELY PRIOR TO THE DATE OF THE EVENT GIVING RISE TO THE RELEVANT CLAIM, SUBJECT TO A MAXIMUM OF SIX THOUSAND FIVE HUNDRED (6.500,00) EURO IN ALL CASES

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor a Disputed Party will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

16. Law. This Agreement shall be construed and governed in accordance with the laws of Belgium regardless of its conflict of laws rules, and the competent courts of Brussels shall have sole and exclusive jurisdiction over any dispute under this Agreement or otherwise related to the Product.

Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof. This Agreement represents the entire agreement concerning the Product between you and Teleportel and it supersedes any prior proposal, representation, or understanding between the parties. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.