

Partnership agreement

Between :

The Neosoft Srl (hereinafter referred to as Neosoft) company, incorporated under the laws of Italy, headquartered in Genoa, via Casaregis 30/13, registered with the Company Registrar of Genoa under no. 398030, Tax code and VAT ID no. 01288440991

AND:

The company signing the agreement (hereinafter referred to as Partner)

Article 1 - Preamble

The Partner hereby declares to be aware that:

- a) Bancomail, the websites and web domains bancomail.it, bancomail.com, bancomail.org, bancomail.eu, bancomail.org and the corresponding rights, are property of Neosoft; the Bancomail brand and the websites are exclusive property of Neosoft.
- b) for the purposes of this agreement, the Partner is entitled to use Bancomail badges (name, brand, logo and other equivalent material) as long as inform Neosoft on the methods and places of such use, without the obligation to transfer them to unauthorized third parties.

Article 2 - Purpose

The main purpose of this agreement is the direct sale or mediated sale (see Item 6) of company directories (hereinafter referred to as "Data"). As not specifically set out in the following clauses, shall apply the provisions set forth in the Code of Civil Procedure concerning sale and purchase agreements (Art. 1470 and following of the Code of Civil Procedure).

Article 3 - Partner qualification and confidentiality clause

Is a Partner, any company or free professional that, given the nature of their activity, is able to cooperate with Neosoft in supplying Data to potential buyers.

Compatible activities include, for example: Marketing and Communication companies (Web and traditional), Web agencies, Web design agencies, Software houses, Internet providers. A Partner is qualified and authorized by Neosoft Management, after an assessment of the Partnership application submitted by the candidate partner.

All documents, information and data (including this agreement) that the Partner may obtain throughout its collaboration with Bancomail are considered secret and confidential.

The Partner undertakes not to disclose them to third parties and not to use them against Neosoft. It also undertakes to make sure that its employees and the people involved in the implementation of the operations related to the agreement, particularly concerning prices and discounts, comply with the confidentiality clause.

Article 4 – Partner benefits

- Discount on the official Italian and foreign database list
- Priority channel for request processing
- Supply of commercial and didactic material (national and foreign regulations and legislations, privacy models, official lists in several formats, Bancomail logos, etc.)
- Personal Area with customer, order, request, quote, claim, credit and coupon monitoring.
- Consultancy and information on Partner's specific cases (e.g. legislation in force in other countries, transmission tools, etc.)

Available discounts at the issue date of this agreement:

- Databases up to 10,000 records: 25%
- Database from 10,001 to 20,000 records: 28%
- Database from 20,001 to 30,000 records: 30%
- Database from 30,001 to 50,000 records: 35%
- Database for more than 50,000 records: 40%

Note:

- Neosoft can decide to change the prices and discounts listed above. These changes shall be notified to the Partner with a notice of 30 days of their application.

Article 5 – Partner's obligations

- Compliance with Bancomail policies on contractual terms and conditions regarding the purchase and the transfer of the lists.
- Compliance with Bancomail policies on EU Privacy regulations
- In case of resale to a customer, is required the disclose of Bancomail's privacy policy and to monitor the implementation thereof (the policies can be found at the page www.bancomail.com/sources/email-marketing-rules), and in particular the safety measures and the Data Subject's rights concerning privacy as set forth in the current legislation (leg. decree 196/03). These rights include the erasure, rectification, or integration of personal data.

Article 6 - Payment terms and conditions

The price for the purchase of Data shall be paid as follows:

- a) in case of on-line sale, with a one-off payment by bank transfer upon the conclusion of the agreement, on-line credit card or credit card by phone (POS).
- b) in case of off-line sale, otherwise, with an advanced bank transfer.
- c) if not agreed, but in any case validated by Neosoft Management by written notification, with deferred methods that can vary according to the order features.

Article 7 – Guarantees

Neosoft guarantees:

a) the accuracy (at the time of the purchase) of the emails from the Data subject of this agreement. Any email addresses that do not work on the first mailing attempt, or in any case within and not later than sixty days of delivery, shall be reimbursed in the following ways:

- Refund and cancellation of the amount corresponding to invalid addresses.
- Discount coupon with additional charge (30%) valid for subsequent purchases.

- A Registry Credit, equal to the number of unsuitable records, to be scaled on subsequent purchases exclusively by quotation (free and tailor-made).

b) the lawfulness of Data collection and processing in compliance with the privacy legislation in force.

Any liability or warranty other than those provided above is excluded, without prejudice to the limits referred to in Art. 1229 of the Code of Civil Procedure. Postal addresses, telephone numbers and/or faxes are not covered by warranties.

Article 8 – Types of purchase and operating modes

The Partner is entitled to choose, on time to time, the type of purchase according to the following options:

1. Purchase for business use
2. Purchase for resale to customer

Case 1) The Partner purchases Data for internal use (generally for the promotion of its activities). Personal information and invoicing details are submitted to Neosoft by the Partner, at the time of the order. In the same way, the guarantees referred to in Art. 7 of this agreement will cover only the Partner.

Neosoft will invoice to the Partner the price of the database minus any accrued discount and will send him the relevant data.

Case 2) The Partner purchases Data on behalf of its Customer. In this case the Partner has to communicate, also through the additional section of the purchase form, the Customer's data (company name, municipality, province, country) and to include in its invoice to the Customer the identification data of the database resold with the following wording "Bancomail database order ID" and the corresponding identification code.

The data of the Partner's Customers will be covered by the non-competition clause and they shouldn't be used by Bancomail for the promotion of its services. Neosoft will invoice to the Partner the price of the database minus any accrued discount.

The guarantees referred to in Art. 7 should cover the Partner's Customer. The Partner is entitled to invoice again the Bancomail database at the appropriate price and/or include it in wider marketing and consulting services.

The data will be sent to the Partner that should put them at its customer disposal.

The resale to more than one customer of the database provided and identifiable through the order identification code is expressly prohibited.

Article 9 – Customer's report

If the Partner doesn't intend to purchase the database directly, will be able to report to Neosoft its own Customers interested in purchasing, by providing the particulars of the Customer and the details of the request. In this case, if at the end of the commercial iter the Partners' Client purchase the database, the Partner will receive a fee equal to 10% of the orders' net amount.

The accrued fees will be paid through bank transfer after the invoice receipt by the beneficiary Partners.

Any subsequent purchase by the Partners' Customer but carried out directly from Neosoft will also be entitled to a compensation of 10% of the generated orders net amount.

Article 10 – Delivery times

Supply terms and conditions may change due to the checks that Neosoft carries out on the lists within the hours following the order. These checks are performed to ensure the validity of the Data provided to the Partner or to its Customer. Neosoft shall not be held accountable for any delay directly or indirectly caused by such checks; nevertheless any such delay is a binding part of this agreement. By signing this agreement, the Customer hereby gives his/her consent.

Article 11 – After-sales service

If Partner or its Customer ask for a copy of the purchased goods, this will be provided by Neosoft free of charge. The Partner or its Customer shall keep the Data safe along with a safety backup.

Article 12 – Use of data. Liability

The use by the Partner or its Customer of the Data and/or Products subject matter of this agreement is limited only to the activities allowed by the current legislation, in particular by Law 675/96 and following amendments; leg. decree of December 28, 2001, no. 467; leg. decree of June 30, 2003, no. 196; if the Data are used for unlawful activities, Neosoft reserves the right to take actions against the Customer.

Article 13 – Late payments

If, for any reason, the payment is not made within the established period of time (see Art. 6 above) shall be due to Neosoft the interests of the late payment at the rate set in Art. 5, leg. decree of 9/10/2002, no. 231

Article 14 – Obligation to hold harmless

The Partner undertakes to compensate, indemnify and/or hold harmless Neosoft (as well as its employees, collaborators, and legal representatives in any capacity) in case of claims and/or legal actions taken against Neosoft before any court due to an unlawful and/or improper use of the Data by the Partner or its Customer.

Article 15 – Processing of personal data

Neosoft shall collect and file the records and the commercial data referred to this agreement for the following purposes: a) to fulfill fiscal and tax obligations; b) to send technical communications to the customers; c) to send commercial communications to the customers; d) the Data may be disclosed to either partner or non-partner companies for the purposes referred to above. The supply of the data described in a) and b) is mandatory to comply with legal requirements. Neosoft authorizes the Partner to a similar process of its data.

Article 16 – Claims

After the delivery of the Products and/or Data, the Partner and/or its Customer shall immediately verify the conditions thereof. Any complaints regarding the functionality of the email addresses shall be submitted within sixty days of the order date by communicating to Neosoft offices - using an electronic format and one single mail - only the invalid email addresses, the order identification code, information about the method used to deliver the messages and a copy of the sent message. Complaints about different features and information than those listed above will be rejected.

Article 17 – Transferability

Neosoft may transfer to third parties all or part of the rights and obligations undertaken pursuant to this Partnership agreement.

Article 18 – Applicable law. Competent court

This agreement is regulated by the laws of Italy. The Court of Genoa shall have exclusive jurisdiction over any disputes arising out of or in connection with the interpretation, implementation or termination of this agreement.

Article 19 – Miscellaneous provisions

These provisions replace any previous agreement concerning the data providing, products and services specified in the Purpose (see Art. 2 above) by Neosoft. Any change and/or integration to these provisions shall be registered in a written agreement signed by both parties.

Contractual clauses to be specifically approved pursuant to Articles 1341 and 1342 of the Code of Civil Procedure. The Partner declares that he/she has carefully read and agrees to the following clauses:

Article 3 - Partner qualification and confidentiality clause; Article 4 – Partner benefits; Article 5 – Partner's obligations; Article 6 - Payment terms and conditions; Article 7 – Guarantees; Article 8 – Types of purchase and operating modes; Article 9 – Customer's report; Article 10 – Delivery times; Article 12 – Use of data. Liability; Article 14 – Obligation to hold harmless; Article 16 – Claims; Article 18 – Applicable law. Competent court.

Stamp and signature

Date _____
