

APPENDIX 4 - PRICE AND PAYMENT CONDITIONS

This appendix to the cooperation agreement concluded between ClearOn and the Customer (the "**Agreement**") constitutes a list of ClearOn's prices and payment terms in force at the time of the Agreement. This Schedule of Prices and Payment Terms forms part of the Agreement between the Parties relating to the provision of services by ClearOn.

1. DEFINITIONS

Defined terms used in this Appendix shall have the meanings set forth in the General Provisions of the Agreement in addition to those expressly defined in this Appendix.

2. RESPONSIBILITY FOR PAYMENT

The customer is responsible for paying for all campaigns ordered through ClearOnline and accepted by ClearOn.

3. PRICE AND PAYMENT TERMS

The Customer shall pay ClearOn in accordance with the terms and conditions of each promotion. The Customer's right to use ClearOnline is subject to the Customer's payment of the agreed fees and Promotional funds.

The Customer shall pay the price applicable under ClearOn's price list in force at the given time for the provision of the Service. Unless otherwise specified in the Agreement, invoices shall be paid no later than thirty (30) days after the invoice date indicated on the invoice. Fees are quoted exclusive of VAT, taxes and other charges.

If the Customer is in arrears with payment, ClearOn shall be entitled i) to charge interest on arrears from the due date in accordance with the interest rate law in force at the time, and ii) to withhold its performance under the Agreement until full payment, including interest on arrears due, has been made.

If, during the term of the Agreement, there are changes in the law, decisions by public authorities, decisions to change or introduce taxes or public charges, or if public law otherwise affects the provision of the Service, ClearOn is entitled to increase the fee for the Service in order to cover ClearOn's increased costs.

If ClearOn has incurred additional work or costs due to a circumstance for which the Customer is responsible, ClearOn is entitled to compensation for such costs in accordance with ClearOn's price list in effect at the time.

4. CAMPAIGN PRODUCTS

When ClearOn accepts orders, ClearOn shall notify the Customer of the amount of Promotional Funds requested. ClearOn will invoice the Customer for the requested amount after ClearOn has accepted an order. Unless otherwise specified in the Agreement, invoices pertaining to Promotional funds shall be paid no later than ten (10) days after the invoice date indicated on the invoice.

ClearOn is only obliged to redeem discount vouchers and other value vouchers if the Customer has made the necessary promotional funds available to ClearOn.

The Customer shall, within ten (10) days of ClearOn's request, make available additional Promotional funds if ClearOn so requests and it is necessary for the continued operation of the Campaign.

Unless otherwise specified in the Agreement, invoices shall be paid no later than thirty (10) days after the invoice date indicated on the invoice. If the Customer does not make funds available, ClearOn has the right to refer the retailer directly to the Customer for payment.

5. FINAL SETTLEMENT

ClearOn shall issue a final statement in respect of each promotion to the Customer when one (1) month has elapsed from the last day for redemption of the consumer in store. If this settlement results in a balance due to ClearOn, the Customer shall pay the amount to ClearOn within one (1) week of receiving the settlement at the latest. If a balance due to Customer, ClearOn will be credited in connection with the final settlement. Otherwise, the conditions set out in the General Provisions apply.

6. CLEARON'S REMUNERATION

ClearOn is entitled to remuneration, in accordance with the price list in force at the time, for each discount coupon and other value vouchers submitted to ClearOn. ClearOn has the right to withdraw the compensation from the Customer's deposited Promotional Funds as soon as ClearOn has examined the reported discount coupons and other value vouchers.

7. REMUNERATION FOR ADDITIONAL SUPPORT

ClearOn is entitled to remuneration, according to the price list in force at the time, for such additional support that in special situations, such as a major campaign launch during an evening or weekend, may be issued or needed outside regular office hours.

8. REIMBURSEMENT FOR ADVICE AND/OR ASSISTANCE ON CAMPAIGN DESIGN AND OTHER ISSUES

ClearOn is entitled to compensation, according to the price list in force at the time, for such support, advice and/or assistance provided with regard to the design of a campaign.
