

InfoClutch Solution Request Form

Date: April 24th, 2017

Customer Ship to address		Customer Billing address	
Attention	Johann Marty	Attention	Johann Marty
Email	Carole.VANDERDONCKT@twmcanada.net	Email	Carole.VANDERDONCKT@twmcanada.net
Phone	T+ 1 514 434-2993	Phone	T+ 1 514 434-2993
Address	Teamwork Montréal 239 Rue Notre Dame Ouest, bureau 300 Montréal, QC H2Y 1T4 CANADA	Address	Teamwork Montréal 239 Rue Notre Dame Ouest, bureau 300 Montréal, QC H2Y 1T4 CANADA

Order is for:

- | | | |
|--|--|---|
| <input type="checkbox"/> Lead Generation | <input checked="" type="checkbox"/> Custom Email lists | <input type="checkbox"/> Data Appending |
| <input type="checkbox"/> Contact Appending | <input type="checkbox"/> Customer Profiling | <input type="checkbox"/> Lead Scoring |
| <input type="checkbox"/> Tele-Marketing | <input type="checkbox"/> Email Marketing | |

Custom Business records

Criteria: **SAP Users List**

Title: **IT Directors, CFO, CEO, CTO, Marketing manager, Procurement manager**

Industry: **All Industries**

Geography: **Montréal, Laval, all Québec Province (Canada)**

Package details:		
	Description	Price
<input type="checkbox"/> List Purchase	List Acquisition: custom email records with contact name, title, Company name, mailing address, phone, email, website, Employees, annual sales, SIC/ NAICS code, Industry and application type Total contacts: 2,500	\$ 1,000

Project Contact:
Name: Sam Johnson
Title: Sales Manager
Phone: +1 214-396-5612
Email: sam.j@infoclutch.com

Service Agreement

This agreement dated on April 20th, 2017, by and between **TWM Canada INC** Located at, **Teamwork Montréal 239 Rue Notre, Dame Ouest, bureau 300 Montréal, QC H2Y 1T4 Canada** herein represented by its authorized representative **Johann Marty** hereinafter referred to as the "Client" which expression shall unless repugnant to the context or meaning thereof shall include its affiliates, representatives, successors and permitted assigns) of the ONE PART

InfoClutch located at 4512 Legacy Dr #100, PlanoTX 75024 herein represented by its authorized representative – Sam Johnson, Sales Manager (hereinafter referred as "InfoClutch" which expression shall unless repugnant to the context or meaning thereof shall include its affiliates, representatives, successors and permitted assigns) of the OTHER PART.

The Client and InfoClutch shall jointly be referred as "Parties" and individually as "Party", as the context may require.

WHEREAS, the InfoClutch is a full service Digital Marketing firm offering Marketing database and data enhancement services for clients globally.

WHEREAS, the Client approached InfoClutch for the purpose of engaging the latter to provide the services offered by the InfoClutch and InfoClutch has agreed to provide such services to the Client;

AND WHEREAS, the parties are now entering into this Agreement to record the Terms and Conditions of their understanding.

1. FEES: Client will make upfront payment to InfoClutch based on the option selected by client on the work order. The remaining balance if any is payable to Client prior to completion. At any time during this service, Client can pay the remaining balance if any and take the delivery of the remaining marketing database.
2. Record accuracy: Given the nature of industry even a perfect verified marketing database could have 15% inaccurate data. However, InfoClutch gives 85%+ accuracy guarantee and 85%+ Delivery guarantee on emails. InfoClutch guarantees a replacement for any inaccurate data and undeliverable (only hard bounce) emails beyond this limit if returned within 30 days from the date of delivery of the marketing data file. In case InfoClutch doesn't have records to replace, Client can expand the criteria and get the replacements. No refunds will be issued however.
3. Deployment of campaign: InfoClutch needs an approval to run the campaign from Client 5 days in advance
4. Delivery of file/service: Delivery of the file/service within 6-10 business days from the date of receipt of the payment. Client can choose the file format (Ex: excel, access etc)
5. Indemnity: Either party here by agrees to indemnify, defend and hold harmless the other, it's agents, trustees and employees from any and all liability, loss, damage and expenses (Including, but not limited to attorney fees) that either party may suffer as a result of claims, demands, costs or judgments which may be made or instituted against the other or its agents, trustees and employees as a result of other party's negligence, action, failure to act that might give rise to such liabilities.
6. Dispute Resolution:

6.1 In case of any disputes, controversy, claims or breach arising out of or in relation to this Agreement including disputes regarding interpretation, construction, existence and validity thereof, between the parties (hereinafter collectively referred to as Disputes), the parties shall first attempt to resolve the Dispute through mutual discussions.

6.2 In case the parties fail to resolve the Dispute through the aforementioned manner within a period of fifteen days of such meeting of the parties then such Disputes, shall be referred to Arbitration by a prior written notice by either of the parties issuing the same to other. A sole Arbitrator shall be mutually appointed by parties to resolve such dispute and the seat of Arbitration shall be Plano, TX, USA. All Arbitration proceedings for the disputes between the parties shall be in accordance with the provision of The Arbitration and Conciliation Act, TX. The Award passed by the Arbitrator shall be final and binding on the parties.

Customer:

Signature.....

Name: Johann Marty

Title: Vice President

Date:



28/04/2017