

Service Agreement

This agreement dated on **June 23rd, 2017**, by and between. **Perception & Reality Square GmbH** Located at, **Schönhauser Allee 149, 10435, Berlin, Germany** herein represented by its authorized representative **Vladislav Fridman** 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 940, Amboy Ave, Suite 104, Edison, NJ 08837 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 4 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: Vladislav Fridman

Title: Managing Director

Date: 23-06-2017