

Cooperation Agreement

The undersigned:

1. Hexon B.V., with registered office in (6534 AB) Nijmegen at : Jonkerbosplein 52 (The Netherlands), herein duly represented by its manager, Mr W.J.W. Ewalds, hereinafter to be referred to as "Hexon";

and
2. Portal Owner [*legal form*], with registered office in [*location*] ([*postal code*]) at the following address: [*street name and house number*], herein duly represented by [*name of representative*], hereinafter to be referred to as "Portal Owner";

Hexon and the Portal Owner will hereinafter jointly be referred to as the "Parties".

Considering that:

- A. **Appendix 1** explicitly forms part of this Agreement and that the capitalised words contained therein have the meaning, specified after these words, save to the degree they were explicitly assigned another meaning anywhere in this Agreement. If words are assigned a defined meaning in the plural form therein, this shall also include the single form and vice versa;
- B. Hexon operates a system, named Doorlinken Voorraad, which system makes links available between stocks of the Doorlinken Voorraad User and various portals. This enables the Doorlinken Voorraad User to easily publish his stock automatically, amongst others, on the Internet;
- C. The Portal Owner operates a portal under the name [name] and/or Domain Name [*domain name*] with the following aliases or sub portals: [*sub portals*], hereinafter to be referred to as: "Portal";
- D. The Parties wish to establish a link between Doorlinken Voorraad and the Portal, in order to enable the Doorlinken Voorraad User to send data from Doorlinken Voorraad to the Portal in an automated way;
- E. The Parties wish to lay down their agreements in this respect in this Agreement.

The Parties have agreed as follows:

Article 1. Broad outline of this Agreement

- 1.1 During the term of this Agreement, Hexon will, together and in cooperation with the Portal Owner, create and maintain a link with the Portal for the Doorlinken Voorraad User, in order to offer the Doorlinken Voorraad User - if the latter fulfilled the conditions, stipulated by Hexon - the possibility to forward its Vehicle Listings to the Portal, in order for these data to be published, insofar as reasonably possible in an unaltered form, by the Portal on the Portal (hereinafter: "the Link").
- 1.2 The Parties do not owe one another any fee for the creation of the Doorlinken Voorraad link, the maintenance and the forwarding of the Vehicles Listings, or for the publication of the Vehicle Listings on the Portal.

initials Hexon:

initials Portal Owner:

- 1.3 The Portal Owner will not attach any conditions to the advertisement of the Vehicle Listings on the Portal for the Doorlinken Voorraad User and not offer possibilities, which (directly or indirectly) are less favourable than the conditions applying to other advertising methods, including manual advertisement or advertisement via another automatic advertiser. Conditions shall be deemed to include financial and technical conditions.
- 1.4 The Portal Owner shall, in no way, discourage or frustrate the use of the Doorlinken Voorraad service.
- 1.5 Hexon shall be free to, in addition to the links with the Portal, also create links with other portals.
- 1.6 The Portal Owner shall be free to, in addition to the links with Doorlinken Voorraad, also create links with other systems.
- 1.7 The Portal Owner shall refrain from using the name "Hexon" and/or "Doorlinken Voorraad" in communications in any form whatsoever, other than after receiving the prior Written permission of Hexon.

Article 2. Scope

- 2.1 Hexon will make all efforts to implement the Doorlinken Voorraad service with due care. Hexon shall link the Vehicle Listings, insofar as reasonably possible, unmodified to the Portal. The Doorlinken Voorraad service will be implemented on the basis of the obligation to perform to the best of one's ability.
- 2.2 The Portal Owner shall make all efforts to implement the processing of the vehicle data, provided by Hexon, with due care and to actively, and if possible, also pro-actively act in case of errors in the processing. The Portal Owner shall also be adequately available for consultation in case of issues, calamities or other matters that are related to the service provision, described in this Agreement.
- 2.3 As part of the processing of the Vehicle Data, provided by Hexon, the Portal Owner shall ensure adequate automated technical feedback.
- 2.4 The Portal Owner shall deliver the information with regard to the Leads, generated on the Portal, to Hexon. Upon request, Hexon shall feed this information back to the Doorlinken Voorraad User or Reseller.
- 2.5 Hexon shall not be held to facilitate all the advertisement possibilities and/or additional services, offered by the Portal.
- 2.6 An activation of the link for a Doorlinken Voorraad will take place if:
 - a) Hexon has granted its permission, and
 - b) Permission of the Portal has been received or the Portal has indicated that permission is automatically granted until further notice, and
 - c) The Doorlinken Voorraad User has granted its permission (directly or via a Reseller).
- 2.7 The Portal Owner shall not be entitled to, without the prior Written permission of Hexon, (instruct to) use the Vehicle Listings for purposes or applications, other than publication on the Portal.
- 2.8 Hexon will be explicitly authorised to modify, supplement or adjust Doorlinken Voorraad at its own discretion, if the delivery of Vehicles Listings to the Portal remains supported. If and insofar as the modifications and/or supplementations have a substantial influence on the Vehicle Listings and the presentation thereof on the Portal, Hexon will notify the Portal Owner beforehand.

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- 2.9 Hexon will make all efforts to, as oftentimes as possible or with a frequency agreed-upon, such being dependent on the Portal, directly forward the Mutations to the Vehicle Listings to the Portal Owner, which will be processed on the Portal by the Portal Owner by means of an automated process. In case of significant delays in the delivery of the Vehicle Listings, Hexon will communicate this in a timely manner by phone or email with, if and insofar this is possible, disclosure of a time at which the delivery will be resumed.
- 2.10 The Portal Owner shall process the Mutations to the Vehicle Listings, as referred to in the previous paragraph of this article, forwarded by Hexon, in a direct, correct and fully automated way, hence without intervention of third parties. In case of significant delays in the processing of the Vehicle Listings, the Portal Owner will communicate this in a timely manner by phone or email with, if and insofar this is possible, disclosure of a time at which the delivery will be resumed. In case the processing of the forwarded Mutations does not take place (in a timely manner), Hexon will be entitled to terminate this Agreement with immediate effect, without being held to any indemnification.
- 2.11 Hexon will be entitled to refuse or block the link of the Vehicle Listings of a Doorlinken Voorraad User, if the latter does not (no longer) meet the conditions, stipulated by Hexon. The blocking/refusal of an individual Doorlinken Voorraad User does not constitute a reason of dissolution of this Agreement by the Portal Owner.
- 2.12 The Portal Owner will be entitled to refuse Vehicle Listings of a Doorlinken Voorraad User at the moment of receipt and/or after publication on the Portal, but has the obligation to immediately, and preferably automatically, notify Hexon thereof.
- 2.13 Hexon shall only provide contact details of a Doorlinken Voorraad User to the Portal Owner, if the Doorlinken Voorraad User concerned has given its permission to do so.
- 2.14 If due to adjustments to the Portal, modifications in the Doorlinken Voorraad system are required, the Portal Owner shall notify Hexon thereof at least one month prior to the implementation of these adjustments. Hexon undertakes to make the necessary adjustments, but cannot provide any guarantee in respect of the timely implementation thereof. If such an adjustment, or the total of the adjustments, require a substantive investment on the part of Hexon, Hexon will be free to terminate this Agreement on the date of implementation of the adjustments.
- 2.15 Nor the Portal Owner, nor Hexon shall be held to any form of mutual exclusivity.
- 2.16 Hexon shall, insofar as possible, ensure that the Vehicle Listings, forwarded by Hexon, meet the (technical) advertisement conditions at data level, stipulated and disclosed in advance by the Portal Owner. However, Hexon will not be held to verify or modify the information in the Vehicle Listing and therefore, shall not be responsible for (the consequences of the forwarding and advertisement of) this information.
- 2.17 The final responsibility for the quality and the actual advertisement of the Vehicle Listings on the Portal shall exclusively rest with the Portal Owner.
- 2.18 Agreements with third parties in respect of the Doorlinken Voorraad service shall not be in conflict with the engagements in this agreement without having obtained the prior written permission thereto from Hexon.

Article 3. Duration and termination

- 3.1 This Agreement is entered into for a period of one (1) year, starting on the day of the operationality of the Link and will subsequently, unless in case of termination in conformity with the provisions in the third paragraph, each time be renewed for a period of one (1) year.
- 3.2 This Agreement may be terminated by either Party with observance of a notice period of two months.

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initials Portal Owner:

- 3.3 This Agreement may be terminated by either Party in Writing if one of the parties wishes to terminate its service provision. In such case, a notice period of eight weeks shall be observed. The Parties also have the obligation to inform their customers thereof in advance, by means of a Written notice.
- 3.4 If the link with the portal is no longer being used by any Doorlinken Voorraad User and it is not expected that any new Doorlinken Voorraad Users will sign up in the short term, the Parties may decide in mutual consultation to dissolve this Agreement and to terminate the service provision, described therein.
- 3.5 Either Party will only be entitled to dissolve this Agreement if the other party, after an adequate Written notice of default, which has to be as detailed as possible, with specification of a reasonable period for the rectification of the shortcoming, imputably fails to comply with essential obligations under this Agreement.
- 3.6 Either Party will be entitled, without any notice of default being required, to unilaterally fully or partially terminate this Agreement with immediate effect and/or to fully or partially suspend the implementation of the obligations under this Agreement, without this party being held to pay any indemnification, if:
- a) the other party submitted a request - whether or not provisional - for suspension of payments;
 - b) the other party's bankruptcy has been applied for;
 - c) one of the parties is subject to seizure under a warrant of execution by the other party;
 - d) there is a decision to dissolve and/or liquidate the other party;
 - e) one or more shares in the other party have been transferred to (legal) persons, other than the shareholder(s);
 - f) the undertaking, operated by the other party has been fully or partially transferred to one or more others.
- 3.7 Termination of this Agreement on the basis of grounds, other than the ones specified in this paragraph, will not affect the rights of the Parties, including the right to claim indemnification.
- 3.8 The termination of this Agreement shall take place in writing.

Article 4. Non-competition

The Parties undertake to, during the term of this Agreement, refrain from hiring employees of the other party or to, directly or indirectly, whether or not against payment, instruct them to work for their company. The same prohibition applies to ex-employees if and insofar they ended their employment, less than 6 months before. In case of violation of this provision, the other party concerned shall forfeit an immediately payable contractual penalty of € 50,000, ineligible for compensation, for each violation.

Article 5. Confidentiality

- 5.1 The Parties undertake to, during the existence of this Agreement, refrain from, directly or indirectly, disclosing information received with respect to their undertakings and to their affiliated companies, to third parties and from otherwise divulging or using such information. This confidentiality also concerns the content of this Agreement

5.2 A party will not be held to observe confidentiality with respect to information, referred to in the preceding paragraphs of this article, if such information:

- a) Is disclosed to the advisers of that party and insofar as the obligation of disclosure arises from a legal obligation of disclosure;
- b) Has become generally known or generally accessible through actions of the other party or of a third party;
- c) Has been lawfully communicated to the receiving party and without confidentiality obligation by a third party;
- d) Has been explicitly designated as non-confidential by the other party.

A party who invokes an exception as referred to in this paragraph of the article, has to demonstrate the presence thereof, in case of contestation by the other party.

5.3 The Parties undertake to obligate their employees and any third parties appointed - insofar as they are involved in the implementation of this Agreement - to observe strict confidentiality in conformity with this Agreement and to monitor the compliance with the confidentiality obligation. The aforementioned confidentiality obligation will continue to apply, also after the termination of this Agreement.

Article 6. Force majeure

6.1 If, due to force majeure, one of the parties is temporarily unable to implement this Agreement, it will be entitled to fully or partially suspend the implementation of this Agreement as long as the force majeure continues to exist. Force majeure shall, in any case, include: strikes, excessive absenteeism of the staff of that party, transportation problems, fire, government measures, including, in any case, import and export prohibitions, quota restrictions and operational malfunctions, such as the (partial) unavailability or the (partial) malfunctioning of own servers or servers at suppliers, as well as breach of contract by the aforementioned suppliers, due to which Hexon cannot comply with its obligations.

6.2 If the condition of force majeure continued for more than thirty (30) days, either Party will be entitled to, without judicial intervention, fully or partially terminate this Agreement by means of a Written cancellation or to suspend the (further) implementation of this Agreement. The performances already delivered on the basis of this Agreement, shall be settled proportionally, without the Parties otherwise owing each other anything.

Article 7. Intellectual property

7.1 The Portal Owner shall only obtain the rights of use that have been assigned in this Agreement. A right of use, accruing to the Portal Owner is non-exclusive, non-transferrable and non-sublicenseable. Except for the purpose for which the rights of use have been made available to the Portal Owner, the websites, the underlying software and other products and services of Hexon shall not be reproduced, published or otherwise used without the explicit permission of Hexon.

7.3 The Parties shall indemnify one other against each legal claim, based on the assertion that Software, developed by the parties themselves, would infringe upon intellectual property rights, applicable in the Netherlands, under the condition that the parties immediately inform the other party in Writing about the existence and the content of the legal claim and leave the handling of the case, including any settlements, entirely up to the other party.

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initials Portal Owner:

Article 8. Liability

- 8.1 Except in case of wilful intent or deliberate recklessness of one of the Parties or of persons pertaining to the corporate management of that party, the Parties will not be liable to indemnify any direct or indirect damage, of any nature or magnitude whatsoever.
- 8.2 If, in spite of the aforementioned exclusion of liability, a liability has been legally established, the total liability of the Parties will remain limited to indemnification of direct damage and such liability shall, in any case, not exceed the amount of € 5,000

Article 9. Miscellaneous

- 9.1 The Parties are prohibited to transfer their rights and obligations under this Agreement to a third party, unless in case of prior Written approval by the other Party. The Parties will be entitled to attach conditions to such approval.
- 9.2 This Agreement is subject to the general terms and conditions of Hexon, a copy of which has been attached to this Agreement by way of appendix. Insofar as this Agreement deviates from the general terms and conditions, the provisions of this Agreement shall apply.

Article 10. Applicable law and choice of forum

This Agreement shall be governed by Dutch law. Disputes arising from this Agreement shall be submitted to the competent court in Arnhem.

THUS AGREED-UPON and signed in duplicate,

On behalf of Hexon BV

On behalf of Portal

In: _____

In: _____

On: _____

On: _____

Signature: _____

Signature: _____

W.J.W. Ewalds
General director

initials Hexon:

initials Portal Owner:

Appendix 1 - Definitions

Domain name:	The internet address at which the Portal is available.
Doorlinken Voorraad:	Service of Hexon, who enables the Doorlinken Voorraad User to publish his stock on, amongst other, Portals;
Doorlinken Voorraad User:	End user of the Doorlinken Voorraad service. In the most common form, this is a company that sells or trades vehicles;
IP rights:	All intellectual property rights, which shall also mean, but are not limited to copyrights and database rights, all rights and entitlements ensuing from these rights, to all software, made available to the Portal Owner by Hexon or developed by Hexon in the context of this Agreement, which software shall be understood to include, but to not be limited to databases, websites, Doorlinken Voorraad, CMS and other software and documentation, including the content, such as source codes and the design and all future results, arising from this software;
Leads:	All buy signals and derivatives thereof, generated at the Portal.
Mutation:	Each change in the vehicle data and advertisement settings provided.
Agreement:	The cooperation agreement between Hexon and the Portal Owner, including all the appendices;
Portal:	A website on which or a magazine in which vehicles are advertised or any other associated service, where vehicle data form an essential part of that service;
Reseller:	A party which has included Doorlinken Voorraad as a service in its service provision and enables its users to make use of Doorlinken Voorraad in this way;
In writing:	A written notice by letter, fax or email;
Vehicle:	New or used passenger car, company car, motorcycle, moped, camper, caravan, lorry, truck, semi-trailer, trailer, bus, bicycle, boat, ship, machine, add-on part, part, tool and/or accessory and/or any other, whether or not motorised transportation means or item associated therewith.
Vehicle advertisement:	The entirety of vehicle data and any additional information relating to the same object to be advertised, all of which is jointly provided to the Portal.

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