

GENERAL TERMS & CONDITIONS

Per 01-01-2018

The following definitions apply to these General Terms & Conditions:

1. SMOPs BV, Europark 8 in Oosterhout, Commercial Registration number: 65759028, Inspector of VAT: NL856247820B01, hereinafter referred to as "the Contractor".
2. The party commissioning the engagement, hereinafter referred to as "the Client".
3. The Client has project activities (hereinafter the "Project") to outsource to the Contractor;
4. The Contractor is willing to accept the Project and carry out the work within the framework of the Project;
5. Contract: the agreement under which the Contractor undertakes to carry out the Project for the Client.
6. These General Terms & Conditions are applicable to any provision of services to the Client by the Contractor, except where provided otherwise in the Contract.
7. The Contractor explicitly rejects the applicability of the Client's General Terms and Conditions.

Articles:

Article 1 Agreement

- 1.1 The Contractor hereby accepts the Client's order for the execution of the Project work and hereby undertakes the related work qualitatively and quantitatively, to the best of his knowledge and ability.
- 1.2 The parties don't have the intention for an employment agreement, but they intend for an agreement as referred to in article 7:400 of the Dutch Civil Code. The Client is free to provide instructions in respect to the execution of the assignment as referred to in article 7:402 of the Dutch Civil Code, but the Contractor nevertheless is free to determine the way the Project is executed, based on his own professional judgment.
- 1.3 A reference by the Client to its own terms has no effect unless the Client expressly and unambiguously rejects the terms of the Contractor before entering into any agreement. In the latter case, no contract will be entered before an agreement is reached. In other cases, any terms and conditions of the Client and other printed documents of the Client are hereby expressly declared inapplicable.

Article 2 Activities

- 2.1 The Contractor is free to execute the project on its own professional judgement. The Contractor is entitled to outsource the Project to others, as long as there's a notification and agreement in advance with the Client, which consent may not be unreasonably withheld.
- 2.2 The Project related activities concern marketing operations related tasks and advise. The work has been discussed and the parties are well informed.
- 2.3 The work will mainly take place at the office of the Contractor at Europark 8 in Oosterhout (referred to as "Main Office"). Occasionally work could take place at an office of the Client. For work at locations other than the Main Office, additional travel costs and travel time may be applicable, as stated in Article 4.

Article 3 Duration and Renewal

- 3.1 The Project will start on the date stated in the Contract. The Project will end on the date stated in the Contract.
- 3.2 The Project legally terminates with the expiration of the duration of the Project as stated in Article 3.1., taking the exceptions of Article 11 and 12 into account. Extension of the project is possible, in which case the project is continued under the conditions agreed upon in this General Terms & Conditions, except where expressed otherwise in the Contract.

Article 4 Remuneration and expenses

4.1 The amounts payable by the Client to the Contractor for the work performed on the Project is a fee per hour (regular hourly rate), stated in the Contract, and based on the latest [rate card](#). This fee is exclusive of VAT. Optional working hours for the categories A, B, or C are to be approved by the Client in advance.

• Regular hours	on weekdays from 8am to 6pm CEST	à 100%
• Category A hours	on weekdays before 8am and after 6pm CEST	à 150%
• Category B hours	on Saturdays	à 175%
• Category C hours	on Sundays and Dutch public holidays	à 200%
• Travel time	-	à 50%

4.2 The Client will not have to pay the fee, when Contractor did not carry out the agreed work for any reason, including illness.

4.3 The Client shall reimburse the Contractor's traveling expenses, such as parking fees, airline tickets, hotels, and train tickets. The condition is that the Client agrees in advance by email or in writing, based on a cost estimate. Travel expenses will be specified separately by the Contractor. The Client will pay the receipt within 14 days.

4.4 Travel time, as mentioned in article 4.1, is applicable when work is executed at a location other than the Main Office, as mentioned in article 2.3. Time is calculated from door to door. When traveling with overnight stays, three regular hours per night will be charged. This does not include the hotel expenses, as stated in article 4.3.

4.5 Costs of national mobile phone use are included in the Project fee.

4.6 The Client shall reimburse the Contractor the expenses associated with the proper performance of the work, such as (compulsory) training costs. The condition is that the Client agrees in advance by email or in writing, based on a cost estimate. These expenses will be specified separately by the Contractor. The Client will pay the receipt within 14 days.

Article 5 Time registration

5.1 The actually worked hours by the Contractor will be accounted for in a monthly digital timesheet by the Client. The hours will be categorized by category (e.g. Regular, A, B, or C).

Article 6 Invoicing

6.1 The Client will pay invoices within 14 days to the account specified by the Contractor (NL63INGB0007217626), except where stated otherwise in the Contract.

6.2 Working period hours stated in the Contract will be invoiced at the start of the working period/month. Additional spent hours, only after approval by the Client, will be invoiced at the end of the working period/month, based on the timesheet.

6.3 If applicable a Purchase Order Number (PO) or Cost Center Code (CCC) is to be provided in advance by the Client.

Article 7 Liability

7.1 The Contractor does not provide any guarantee of any kind with respect to the Project related activities.

7.2 The Contractor accepts no liability for damages of any nature or size, incurred by the Client in case the Contractor does not appear to meet the requirements set by the Client.

7.3 The Contractor shall not be liable for any material or immaterial damages in relation to the execution of the Project related to third party claims and all related financial consequences resulting from activities on behalf of the Client, and/or in connection with activities for which the Contractor's hired third parties, or any failure or improper performance of third parties engaged by the Contractor.

7.4 Contractor shall never be liable for compensation for loss of profits, business interruption, (additional) costs, direct or indirect damages of any third parties, or any other damage whatsoever.

7.5 The Contractor shall, when implementing the Project, not act contrary to the law.

Article 8 Confidentiality

- 8.1 The Contractor is obliged to do all the work which is reasonably possible and necessary to ensure confidentiality regarding all data and knowledge of the Client and / or clients and / or end users of the Client, as well as those data that are provided in relation to these General Terms & Conditions and the Contract, and other confidential information which the Contractor takes note of when executing the Project.
- 8.2 The Contractor shall not make available to third parties the knowledge as mentioned in Article 8, without prior permission to do so by the Client.
- 8.3 In the end of the Project, the Contractor shall return all documents and media which he has been provided with in connection to the execution of this Project without keeping copies in any (electronic) form.

Article 9 Copyright and Intellectual Property

- 9.1 The ownership of work resulting from the Project remains with the Client (e.g. email templates, nurture streams).
- 9.2 The ownership of methodologies used to execute the Project remain with the Contractor (e.g. software, formulas).
- 9.3 The Contractor shall indemnify the Client from third parties in respect of any infringement of intellectual property rights of third parties.
- 9.4 Client explicitly agrees that the Contractor is allowed to use the Client's logo on the Contractor's website and related materials for promotional purposes.

Article 10 Services to third parties

- 10.1 The Contractor is free to provide services to other clients next to the Client, provided these services don't impact the quality of the services for the Client, during and after the Project.

Article 11 Early termination of the contract

- 11.1 The Client and the Contractor may jointly with mutually agreement terminate the Contract prematurely with immediate effect, totally or partially. Immediately after the relevant decision is taken one party confirms to the other by registered letter, stating the reasons.
- 11.2 Either party may terminate the Contract with immediate effect and without giving reasons end with a notice period of one month if:
- the Client or the Contractor is declared bankrupt;
 - the Client or the Contractor is granted moratorium;
 - the organization of the Client or the Contractor is liquidated;
 - the Contractor is placed under guardianship or is condemned by the terms of a final judgment to imprisonment for an offense;
 - claims are put on property of the Client;
 - the Client attributable fails in its obligations under this Agreement;
 - the Contractor deceases.

Article 12 Force majeure

- 12.1 In case of force majeure, the fulfillment of the obligations arising from these General Terms & Conditions and Contract, will be fully or partially suspended for the duration of such force majeure, without the parties being obliged to pay compensation.
- 12.2 In the event of force majeure notification shall be made in writing to the other party with supporting documents.

Article 13 Applicable Law and Disputes

- 13.1 The Terms & Conditions and the Contract are governed by Dutch law.
- 13.2 Any permanent dispute concerning the formation, interpretation and / or implementation of the Terms & Conditions and / or contracts will be submitted for resolution to a competent Dutch court (Breda).
- 13.3 Disputes are to be announced to the other party per registered mail.