

## GENERAL TERMS AND CONDITIONS

from

'Michelle Coops' and 'Be a Brand Rebel', both trading names of the sole proprietorship of Michelle Coops, with its address at Baudartiusstraat 2, 7203 HD in Zutphen and registered with the Chamber of Commerce under nummer 51556499 and hereinafter referred to as 'Be a Brand Rebel'.

### 1. GENERAL

1.1. Upon the registration of these General Terms and Conditions at the Chamber of Commerce, all the previous terms and conditions of Be a Brand Rebel have become invalid.

1.2. All assignments are only carried out under the following conditions, unless explicitly agreed otherwise and confirmed in writing by Be a Brand Rebel.

1.3. The services are deemed to have been performed in the Netherlands, unless agreed otherwise. All payments must be made there or by transfer to the bank account specified by Be a Brand Rebel.

1.4. Agreements with and commitments made by staff of Be a Brand Rebel or third parties engaged by Be a Brand Rebel do not bind Be a Brand Rebel, unless confirmed in writing by Be a Brand Rebel.

1.5. The client acknowledges the applicability of these General Terms and Conditions by the mere fact of giving Be a Brand Rebel an assignment of any nature whatsoever, unless these General Terms and Conditions have been explicitly rejected by the client in writing; a single reference by the client to the client's own terms and conditions or a standard clause on the letterhead or in the client's own terms and conditions with the exclusive effect of these own terms and conditions is not sufficient for this.

1.6. If deviations of these General Terms and Conditions have been agreed up on, with regard to certain subjects governed by these terms and conditions, the present General Terms and Conditions will remain in force for the rest of the agreement. Agreed deviations never apply to more than one assignment, unless again confirmed in writing.

1.7. These General Terms and Conditions apply to all agreements to be concluded by Be a Brand Rebel with her clients and the resulting obligations, to the exclusion of other terms and conditions that may be declared applicable by clients, unless otherwise agreed in writing. Client means anyone who wishes to give Be a Brand Rebel an assignment to advise on or perform work in the field of copywriting, communication, media, company journalism, interviews, blogging, social media or writing coaching or training in any of these activities, any agreement of other parties nature wishes to conclude with it or concludes a quotation for activities intended to be carried out or prepares preliminary discussions with Be a Brand Rebel about this.

1.8. If it has been found that one or more provisions in these General Terms and Conditions are void or voidable, then the General Terms and Conditions will remain in force with regards to all other provisions. In such event, Be a Brand Rebel and the other party enter into consultation with the aim of agreeing new provisions to replace the void or voided provisions.

1.9. Conditions, stipulations, etc. agreed with agents, representatives or other intermediaries that deviate from these General Terms and Conditions only bind Be a Brand Rebel if they have been expressly confirmed in writing by Be a Brand Rebel.

1.10. Wherever these General Terms and Conditions refer to 'in writing', a message from the client by E-mail will only be deemed equivalent if Be a Brand Rebel indicates in writing or via e-mail that she agrees to this in substance or if actual implementation of the messages in the relevant e-mail indicates such equivalence.

1.11. Outgoing E-mails from Be a Brand Rebel stating that no rights can be derived from such E-mail do not bind Be a Brand Rebel in any way.

## **2. OFFERS**

2.1 All offers are without obligation, unless explicitly agreed otherwise. Be a Brand Rebel is only bound after she has confirmed the assignment in writing or via e-mail or has actually started the execution of the assignment.

2.2 If an assignment is offered on the basis of actual costs, the quoted prices only serve as a guide price; the hours actually worked by Be a Brand Rebel or third parties engaged by her and the costs actually incurred by Be a Brand Rebel will be charged.

2.3 With combined quotations there is no obligation to deliver a part at a corresponding part of the price quoted for the whole.

2.4 All prices quoted by Be a Brand Rebel are exclusive of VAT, any travel and subsistence costs, parking fees and / or other taxes, charges or duties which are imposed on the services as such, including unforeseen external costs, unless explicitly stated otherwise on the order confirmation.

2.5 The prices in the fee quote only apply to the quantities and/or scope of work indicated therein.

2.6 If data, information carriers, etc. have been submitted for only a part of the assignment to be executed, Be a Brand Rebel is not bound to the price quoted for the whole, if it would appear that for the part of the assignment for which no data was submitted proportionally more work is required than for the part for which data have been submitted.

2.7 If an assignment is not forthcoming, Be a Brand Rebel reserves the right to charge the preparation hours or a part thereof, all this only when it is possible to speak of an in-depth study of the project and then only in consultation with the client and when considered usual and fair.

2.8 Changes to the prices quoted, without prior notice and also after sending the order confirmation, are expressly reserved; for example, Be a Brand Rebel will be entitled to increase data communication rates, wages, social employer charges and / or other terms of employment since the conclusion of the agreement and prior to full implementation, as well as increases in other rates, rights, charges, levies and taxes, which increase costs for Be a Brand Rebel.

2.9 The obligation to develop of texts and text-related services should be seen as a best-effort obligation and not as a result obligation. All development costs, which were unforeseen upon the quotation, that arise as a result of changes in the specifications of the client in its development or that might arise during the execution of the assignment are therefore charged to the client.

### **3. Orders**

3.1 An order given is binding on the client. Be a Brand Rebel is only bound after sending the order confirmation or by actually executing the order given. If the client has not made his objections known to Be a Brand Rebel within eight days after sending the order confirmation, the order confirmation is deemed to accurately and completely reflect the agreement.

3.2 Any changes in the order required by the client after the assignment has been made must be done in time and in writing communicated to Be a Brand Rebel by the client. If these are communicated orally, by e-mail or by telephone, the risk of implementing the change will be borne by the client, unless Be a Brand Rebel has confirmed these changes in writing.

3.3 If the client completely or partially cancels the order given, he is obliged to pay the full fee for the agreed service or delivery.

3.4 Changes to the original order, of any nature whatsoever, made in writing or orally by or on behalf of the client, which cause higher costs than those that could be counted on when quoting and / or confirming the order, will be charged extra.

3.5 Changes and / or cancellations of orders placed or orders given will only bind Be a Brand Rebel after a written acceptance.

3.6 Written assignments from the client must be accompanied by a clear description of the work to be performed.

3.7 Be a Brand Rebel reserves the right to perform more work than stated in the written order or in the order confirmation and to charge it to the client, if these activities fall under the duty of care of Be a Brand Rebel and are in the interest of the client and / or for the proper execution of the assignment. The client will be informed as soon as possible about the performance of these additional activities.

3.8 Assignments that have the consequence that regular repetitive work, whether or not slightly different, must be performed are deemed to have been given for an indefinite period of time.

3.9 All assignments other than those given for a definite or indefinite period of time end with their completion or at the time determined by the parties.

3.10 When canceling a contract for an indefinite period of time, each of the parties must observe a cancellation period of at least three months.

3.11 An agreement entered into for a specific period is implicitly (*stilzwijgend*) extended by the same period as originally agreed if the client does not indicate in writing within three months before the end of the contract period that he wishes to dissolve the agreement.

#### **4. DELIVERY / PERFORMANCE OF THE CONTRACT**

4.1 Every partial delivery, including the delivery of parts of a combined order, can be invoiced, in which case that partial delivery will be considered as an individual transaction; in such a case, payment must be made in accordance with the provisions of the "payment" chapter of these General Terms and Conditions.

4.2 Delays are not for the account of Be a Brand Rebel, unless caused by her fault, without prejudice to the provisions of Chapter 5.

4.3 Execution of an assignment takes place within the normal applicable time. If an assignment must be performed faster than normal / under time pressure, overtime and / or other additional costs incurred may be charged. The client gives Be a Brand Rebel some leeway regarding the execution time. The period only applies as irrevocable and final (*fatale termijn*) if the client informed Be a Brand Rebel in writing about the consequences of a delay when giving the assignment and this was confirmed in writing by Be a Brand Rebel.

4.4 Any data to be processed by Be a Brand Rebel must be delivered on time and at the times indicated by Be a Brand Rebel, carriage paid to the address indicated by Be a Brand Rebel.

4.5 Agreed terms only apply if and insofar as the data required for the execution of the assignment is delivered to Be a Brand Rebel at the agreed time and the work to be carried out by third parties or for its account by third parties has been performed on time. If, as a result of late delivery / execution of work by the client, the assignment can only be carried out (in time) by engaging overtime, urgent orders, etc., Be a Brand Rebel will be entitled to do so without prior consultation with the client and the resulting costs will be borne by the client. In the event of late delivery by the client, Be a Brand Rebel is entitled to further determine the date of execution of the assignment. The client must check the timely delivery of the data required for the execution of the assignment.

4.6 All delivery times are always approximated by Be a Brand Rebel and are not binding. The delivery period starts as soon as the order confirmation has been sent and moreover, in the opinion of Be a Brand Rebel, any necessary information has been provided to it by the client. Exceeding the delivery time will never release the client from his obligations under the agreement and will not give the client the right to claim dissolution of the agreement and / or compensation.

- 4.7 If the delivery period is exceeded in such a way that the client cannot reasonably be expected to uphold the agreement, the client is however entitled to cancel the assignment in question, provided he notifies Be a Brand Rebel in writing, without prejudice to the right from Be a Brand Rebel to execute the relevant assignment within 4 weeks of receiving the aforementioned notification. Client can claim that Be a Brand Rebel makes a direct statement whether or not she wishes to make use of this right.
- 4.8 If the client does not strictly comply with any obligation arising for him from an agreement with Be a Brand Rebel, or if during the execution of an assignment or after it has become apparent that the client has provided incorrect information or has withheld it, Be a Brand Rebel has the right to suspend fulfillment of all obligations towards the client and even consider all agreements with the client wholly or partially dissolved, without a notice of default and / or judicial intervention being required, while retaining its right to compensation. What the client owes to Be a Brand Rebel is immediately due and payable.
- 4.9 Be a Brand Rebel is entitled to outsource the assignment or parts thereof to third parties that are not employed by it, without notice to or consultation with the client, if, in the opinion of Be a Brand Rebel, this is a good or efficient performance or promotes the assignment.
- 4.10 Be a Brand Rebel will make a discussion report (*besprekingsverslag*) of all relevant oral conversations with the client and send it to the client. If the client has not responded within two working days after receipt of a discussion report, the parties are bound by the content of this discussion report. Be a Brand Rebel does not accept any liability for the correct execution of telephone discussions, assignments, changes or additions to assignments, unless these telephone contacts have been confirmed in writing.
- 4.11 It is not permitted for the client to, either during the execution of the assignment or for a period of six months after the assignment, enter into an employment contract in any way with personnel employed by or on behalf of Be a Brand Rebel at or for the client or engaged third parties, under penalty of a non-moderation fine of € 10,000 and € 1,000 for each violation, per week that the violation continues.
- 4.12 Be a Brand Rebel is entitled to retain the data and texts of the client (whether or not produced or assembled by Be a Brand Rebel) that it holds until Be a Brand Rebel has received payment for all costs it has spent on execution of assignments from the same client, regardless of whether these assignments relate to the aforementioned or to other data / texts from the client, unless the client has provided sufficient security for those costs. Be a Brand Rebel also has the right of retention (*retentierecht*) in the event that the client becomes bankrupt.
- 4.13 Be a Brand Rebel undertakes to carry out the work assigned to it to the best of its knowledge and ability, but it does not accept any liability for failure to achieve the objective intended by the client.

- 4.14 If during the execution of an assignment accepted by Be a Brand Rebel it appears that due to circumstances unknown to Be a Brand Rebel or due to force majeure (*overmacht*), the assignment cannot be carried out, Be a Brand Rebel has the right to demand that the assignment be amended in such a way that the execution becomes possible. The additional or lesser costs incurred as a result of such a change will be settled between the parties, while the client is obliged to compensate Be a Brand Rebel for work already performed but which has proved to be of no use.
- 4.15 If Be a Brand Rebel carries out a subcontract (*opdracht in onderaanneming*), she is entitled - unless explicitly agreed otherwise in writing - to contact the contracting authority directly about the technical implementation of the subcontract.
- 4.16 If the work is to take place at the location of the client, the client is obliged to provide the required facilities.

## **5. EXCEEDING DELIVERY PERIOD**

- 5.1 If the progress in the execution of an assignment is delayed by the client or due to force majeure (*overmacht*) on his part, Be a Brand Rebel can proportionally charge a part of the price quoted for the total and in proportion to the finished part as well as for the entire part. Costs already incurred for the assignment are invoiced on the terms on which, if no delay had occurred, they would have been invoiced. If these periods have not been explicitly agreed in advance, the aforementioned can be invoiced immediately after the time normally required for the execution of the assignment in question has expired.
- 5.2 The periods agreed with Be a Brand Rebel shall always be regarded by the client as approximate and never as final deadlines (*fatale termijn*), unless the contrary has been explicitly agreed in writing.
- 5.3 Disruptions in the company as a result of force majeure (*overmacht*), (including: war, mobilization, riots, flooding, closed aviation, shipping and other obstructions in transport, stagnation in, respectively limitation or cessation of deliveries by public utilities or other energy or data communication companies, the occurrence of previously unknown computer viruses, disruptions in or on the internet, lack of fuel, fire, machine breakdown and other accidents, strikes, exclusions, occurrence of employee organizations, making production impossible, measures from the government, non-delivery of necessary supplies to Be a Brand Rebel by third parties and other unforeseen circumstances, also in the country of origin of the supplies, which disrupt the normal course of business and delay the execution of an order or make it reasonably impossible) discharge Be a Brand Rebel from complying with the agreed term or with the obligation to execute, without the client being able to assert any right or reimbursement of costs, damage or interest on that account.
- 5.4 In the event of force majeure (*overmacht*), Be a Brand Rebel will immediately inform the client of this, in which case the client has the right to cancel the assignment in

writing within eight days after receiving the notice, but with the obligation to reimburse Be a Brand Rebel for the part of the assignment already carried out.

## 6. COMPLAINTS AND WARRANTY

- 6.1 Be a Brand Rebel is not liable for printing, writing and / or counting errors and / or ambiguities in quotations, order confirmations and / or prospectuses, nor for the consequences thereof. In the event of a difference in the interpretation of tenders, order confirmations or prospectuses, the explanation given by Be a Brand Rebel is binding.
- 6.2 The submission of complaints is only possible in writing and within eight days after the execution of the assignment.
- 6.3 Defects that could not reasonably have been discovered within the period mentioned in the previous paragraphs of this article must be reported to Be a Brand Rebel immediately after discovery, while the distribution must be stopped immediately or the use should be limited as much as possible.
- 6.4 Defects in parts of the delivered goods do not give the right to reject the entire delivered performance.
- 6.5 Client will provide all cooperation desired by Be a Brand Rebel for the investigation of the complaint.
- 6.6 If Be a Brand Rebel considers a defect in the delivered performance to be demonstrated, she will have the choice either to re-deliver the performance that was not found to be free of charge, or to grant the client a discount on the invoice amount to be determined in mutual consultation.
- 6.7 Be a Brand Rebel accepts no responsibility whatsoever for defects caused by or arising from the delivered goods due to fault or actions of the client or third parties, or due to external causes.
- 6.8 Be a Brand Rebel does not have more obligations than resulting from this chapter; in particular, Be a Brand Rebel will in no case be liable for direct or indirect business damage or consequential damage (*gevolgsschade*) that may arise from incorrect, incorrect or late performance of the assignment.
- 6.9 A complaint regarding certain activities does not suspend (*opschorten*) the client's payment obligation regarding that or other activities.
- 6.10 For goods delivered by third parties through the mediation of Be a Brand Rebel, Be a Brand Rebel is never obliged to provide a more extensive guarantee than the guarantee provided by the supplier of the delivered goods.
- 6.11 Client will never be able to claim the dissolution (*ontbinding*) of an agreement based on complaints or defects.

## 7. LIABILITY

- 7.1 Be a Brand Rebel bears no liability whatsoever for any damage, by whatever name and by whatever cause, other than as a result of his own intent or gross negligence, to be proven by the client and then only up to a maximum of the amount of the Be a Brand Rebel work to be performed over a period of two months, or a proportional part thereof.
- 7.2 Be a Brand Rebel accepts no liability for business or consequential damage as a result of shortcomings in the items delivered by it or through its mediation.
- 7.3 Be a Brand Rebel accepts no liability whatsoever for the actual content of the texts, advertising or other (multi) media expressions produced by it.
- 7.4 Be a Brand Rebel accepts no liability whatsoever for the possible presence of viruses on the data carriers supplied by it or on data or software supplied or retrieved via the internet. The client must itself test the supplied data carriers, data or software for the presence of viruses.
- 7.5 Be a Brand Rebel does not accept any liability for loss or corruption of data supplied via digital data carriers or e-mail. Client or third parties engaged by or for him must always check this data for accuracy and completeness.
- 7.6 The client is obliged to compensate Be a Brand Rebel against all claims for compensation made by third parties against Be a Brand Rebel with regard to damage caused by or with the delivered goods.
- 7.7 If an order for the delivery or the execution of work is given for the account of two or more natural or legal persons, these persons are each individually liable for the full fulfillment of the obligation arising from this agreement.
- 7.8 By giving an order to process or amend existing texts, the client declares that no copyright infringement of third parties is being made and he indemnifies Be a Brand Rebel in and out of court against all consequences, both financial and other, from the processing or amending.
- 7.9 Be a Brand Rebel undertakes to treat the data, documents, texts and designs provided by the client and the materials entrusted to it as confidential, such as digital information carriers, and to keep them in good faith, but accepts no liability whatsoever for loss due to fire, theft or breakage etc. insofar as not covered by an insurance policy. In cases where it is necessary to work with costly or non-replaceable unique items, the client must insure these for his account and risk.
- 7.10 Be a Brand Rebel has no obligation to keep records for digital files, neither for those supplied by the client, nor for those manufactured by Be a Brand Rebel or third parties engaged. Client is obliged to keep a copy of all files supplied by him.
- 7.11 Be a Brand Rebel is not liable for inaccuracies in the declaration of rights, costs and expenses by third parties to Be a Brand Rebel or for changes thereof. Any (subsequent) claims that arise on that account are for the account of the client.

- 7.12 Advice is provided by Be a Brand Rebel to the best of her knowledge and in good faith, but she does not accept any liability for loss or damage, directly or indirectly, arising from the content of the advice it has given.
- 7.13 Be a Brand Rebel accepts no liability whatsoever for errors or imperfections resulting from the delivery of incorrect data by the client, as well as due to the non-processing of data that has not been explicitly communicated or handed over to Be a Brand Rebel.
- 7.14 Be a Brand Rebel does not accept any liability for the realization of the estimated future developments for the budgets and forecasts that it has drawn up.
- 7.15 Be a Brand Rebel does not accept any liability if the response generated or the result or market share achieved deviates from the forecasts or expectations, even if these results deviate from the results of previous tests.
- 7.16 If Be a Brand Rebel gives instructions for the delivery of printed matters, premiums or other promotional items on behalf of the client or orders third parties to perform work, Be a Brand Rebel will not assume any liability with regard to the quality of these deliveries, even when these deliveries are invoiced to the client by Be a Brand Rebel. Be a Brand Rebel only acts as an intermediary between client and supplier.
- 7.17 If the client has signed a proof or text for approval, Be a Brand Rebel takes no liability for any unnoticed errors.

## **8 OWNERSHIP AND COPYRIGHT**

- 8.1 The right of use of the supplied texts, advertising or other (multi) media expressions - notwithstanding the actual delivery - be only transferred to the client if he has fulfilled all of the following obligations from all agreements concluded with Be a Brand Rebel:
- the consideration(s) with regard to delivered goods themselves;
  - the consideration(s) with regard to services provided or to be provided by Be a Brand Rebel under the agreement(s);
  - any claims for non-compliance by the client with (an) agreement(s).
- 8.2 After full payment in accordance with paragraph 8.1, the client - subject to the provisions of the following articles - will have the agreed right of use of the delivered goods.
- 8.3 Be a Brand Rebel retains the copyright of her texts, advertising or other (multi) media expressions, designs, ideas, etc. even when the client gives an order.
- 8.4 The Client undertakes to use the supplied designs, ideas, sketches, drawings, texts, etc., as well as the standard software, such as fonts, etc. supplied within the scope of the assignment, only for its own use and will not in any way whatsoever, either against make compensation, or free of charge, make available to third parties.

- 8.5 The Client undertakes to use the supplied texts, advertising or other (multi) media expressions, designs, ideas, sketches, drawings, marketing strategies, communication concepts, working methods, advice, etc. only for its own use and not in any other way. Therefore, either for a fee or for no consideration, it will not make these available to third parties, nor act or fail to act in any other way, so that third parties can dispose of these.
- 8.6 All rights of an industrial or intellectual nature, such as copyrights and image rights, with regards to texts originating from Be a Brand Rebel or used by Be a Brand Rebel, advertising or other (multi) media expressions, designs, ideas, sketches, drawings, marketing strategies, communication concepts, working methods, advice, etc. become and remain, both during the execution of the assignment and afterwards, explicitly and inalienably the property of Be a Brand Rebel, irrespective of the share in the creation thereof of the client himself or of engaged third parties. The exercise of these rights - including disclosure or transfer of data - is explicitly and exclusively reserved for Be a Brand Rebel during and after the execution of the assignment.
- 8.7 The client is not permitted to change, repeat or multiply a text, advertising or communication expression by Be a Brand Rebel, even if it is only part of the design, advertising or communication expression of Be a Brand Rebel, without the explicit written permission of Be a Brand Rebel. Be a Brand Rebel may attach conditions to such permission, including the payment of a monetary compensation.
- 8.8 Unless explicitly agreed otherwise, performing an investigation into existing patent rights, trademark rights, drawing or design rights, copyrights and portrait rights of third parties is not part of the assignment.
- 8.9 Be a Brand Rebel is at all times entitled to have her name or copyright notice stated on the text, advertising or communication statement or to have it published or removed; the client is not permitted to publish or multiply the text, advertising or communication without the name of Be a Brand Rebel without prior permission.
- 8.10 Be a Brand Rebel has the right - unless explicitly agreed otherwise in writing - to use her texts or parts thereof for third parties.
- 8.11 Be a Brand Rebel has the right to publish (parts of) the texts or communications that it has realized and the name of the client for promotional purposes.
- 8.12 If use is made of models, stock photos, third-party texts or illustrations for the performance of the assignment, the image right or any other intellectual property always remains with the model or the model agency, the stock agency or the agency. The client is therefore never permitted to use the material more often than for which rights have been obtained in the context of the assignment. In the event of reuse, the client must contact Be a Brand Rebel at all times.
- 8.13 Be a Brand Rebel is entitled, unless explicitly agreed otherwise in writing, to provide BUMA / STEMRA or other copyright or logo managers with the name of the

client, the title of material multiplied for the client and the numbers in which that multiplication has occurred.

## **9 PAYMENT**

9.1 If the execution of an assignment extends over a period longer than a month or if, in the opinion of Be a Brand Rebel, the amount involved in the assignment is eligible as such, she may demand advance payment or payment in installments. Be a Brand Rebel is entitled, regardless of the agreed payment condition, to require sufficient security for payment in advance or to demand this during the execution of an assignment.

9.2 All payments must be made within fourteen days after the invoice date, net cash without any deduction in Euro.

9.3 If a loan is approved for longer than fourteen days after the invoice date or if that loan is taken incorrectly, the client will owe interest on the invoice amounting to 1% per month or part of a month, starting on the due date of the invoice amount; each time after a period of one year, the client will also owe the aforementioned interest on the interest then due. If and insofar as the legal interest rate is higher than the percentage stated here, the legal interest is calculated.

9.4 If credit is taken incorrectly, Be a Brand Rebel may charge an administration fee.

9.5 All costs, both judicial and extrajudicial, which Be a Brand Rebel must incur to implement her rights, are for the account of the client. These costs amount to at least 15% of the amount involved with a minimum of € 350.

9.6 If the client causes Be a Brand Rebel to carry out the contract for subcontracting, the client shall, upon first request by Be a Brand Rebel, assign his claim(s) against third parties obtained from this transaction to Be a Brand Rebel. The client hereby grants Be a Brand Rebel irrevocable power of attorney to proceed with the collection of the relevant claim(s).

9.7 Irrespective of the provisions regarding the payment term under paragraph 2 of this chapter, Be a Brand Rebel has the right to demand cash payment, or to require the client to provide security for the payment, or a part of the amount to be determined by Be a Brand Rebel agreed price in advance, before being delivered, while despite an agreed payment period prompt payment must take place, if Be a Brand Rebel sees reason to demand it.

## **10 DISPUTES**

10.1 A dispute exists as soon as a party declares that this is the case.

10.2 All agreements and transactions of Be a Brand Rebel are exclusively governed by Dutch law.

10.3 All disputes, no matter the name, will be subject to the judgment of the Dutch competent court, to the exclusion of all other arbitrating, advisory and judicial bodies.