

**Terms and Conditions Globrands Consultancy Group B.V. (“Globrands”), with its registered office at Herengracht 122, Amsterdam.**

## **Article 1. Applicability of these Terms and Conditions**

1.1 These terms and conditions apply to every offer and every agreement made between Globrands and Principal to which Globrands declared it applicable, yet to the extent that these terms and conditions are not explicitly adapted by parties.

1.2 These terms and conditions also apply to all agreements with Globrands, to the execution of which third parties are involved.

## **Article 2. Offers**

2.1 Unless otherwise stated, offers are valid for 30 days. Globrands is only bound to offers when acceptance thereof by the Principal is issued in writing within 30 days. When accepted orally by the Principal, Globrands is to decide whether it accepts the acceptance.

2.2 Prices as specified in offers are excluding VAT and third party costs, unless stated otherwise.

2.3 Net costs, as offered, cover all out of pocket costs necessary for the project, including all presentations. For additional presentations on request of the Principal the costs in the Netherlands are a € 250 per strategy consultant per hour, € 200 per senior consultant or creative per hour and € 150 per consultant per hour. The additional travelling expenses in the Netherlands are charged at 50% of the consultant fee per travel hour and when travelling abroad at 80% of the consultant fee per travel hour. For flights with a destination within Europe, the cheapest economy class flight with the fastest connection is expensed. For flights with a destination outside of Europe, the cheapest business class flight with the fastest connection is expensed. Travel and subsistence costs abroad need to be paid upfront or arranged by the Principal itself.

2.4 When parties agreed to a fixed fee, 50% of the invoiced amount associated with name creation is invoiced upon order confirmation, while the remaining 50% and other costs are invoiced upon completion of the project, unless otherwise agreed.

2.5 Flex fees are invoiced per phase, unless otherwise agreed.

### **Article 3. Execution of the Agreement**

3.1 Globrands will execute the agreement to its best judgment and ability and in a professional manner. Principal is aware that Globrands generally only delivers names for companies, products and services, meaning Globrands only executes the creative work.

3.2 In order to fully achieve full execution of the demands associated with the project it may be necessary, with the approval of and commissioned by the Principal, to bring third parties onboard such as trademark agencies, linguistic research agencies, design agencies and research agencies. Costs of their services are invoiced on actual cost basis.

3.3 Principal ensures that all information, of which Globrands indicates it is necessary for execution of the agreement or of which it is reasonable to understand for the Principal that Globrands needs it to execute the agreement, is timely shared with Globrands. When information necessary for execution of the agreement is not timely shared with Globrands, Globrands has the right to hold off the agreement and/or invoice additional costs resulting from the delay to expense of the Principal.

3.4 Globrands is not liable for damage, in any form whatsoever, resulting from inaccurate or incomplete information provided by Principal.

3.5 When parties agreed that the agreement will be executed in phases, Globrands is entitled to hold off the execution of components of the subsequent phase until the Principal approved the results of the preceding phase.

3.6 Every Globrands assignment should be regarded as a best efforts agreement and not as a results agreement.

### **Article 4. Contract Duration; Completion Date**

4.1 The agreement is for an undetermined period, unless parties explicitly come to a different written agreement.

4.2 When a date is agreed for the completion of certain activities within the contract duration, then this can never be the deadline, unless Globrands stated this in writing and accompanied by proper reasoning. This never gives the Principal the right to terminate the contract or to neglect their payment obligations.

## **Article 5. Confidentiality**

5.1 Both parties are obliged to secrecy regarding all confidential information in context of the agreement provided by parties or other sources. Information is considered confidential in case this is communicated by at least one of the parties, or when this follows from the nature of the information.

5.2 Globrands declares that it will not work on directly competing projects throughout the duration of the contract, unless the Principal gave permission, meanwhile all information and materials provided in the context of the project are treated strictly confidential and will never be made available to third parties.

## **Article 6. Intellectual Property**

6.1 Globrands retains all intellectual properties, based on the copyright law, unless otherwise agreed.

6.2 Principal is aware of the fact that the name generation process and naming recommendations will eventually result in the ownership of solely one of the proposed names - unless otherwise agreed -, while other proposed names maintain property of Globrands. The Principal, and in any way related companies, agencies or persons, are prohibited to use the names of which the intellectual property is not explicitly transferred.

6.3 Principal can adopt multiple names out of the presented names in the specific naming process, in case these names are still available. Transfer is carried out at an additional charge of € 7.500,- excl. VAT for Dutch cq Benelux projects and € 10.000,- excl. VAT for international projects or at another agreed upon amount. The transfer is only legit in case this is explicitly agreed upon by both parties on writing.

6.4 Globrands retains the right to present not transferred names to other clients. Globrands will not present the shortlist of presented names to competing organizations of the Principal for a period of 1 year after the last naming presentation.

6.5 In case Principal decides to use the names of which the intellectual property is not transferred to the Principal, the then applicable fees will be invoiced – if the concerned name is not yet transferred to another party – with an additional premium of 150%. In case the concerned name is already transferred to a third party or maintains intellectual property of Globrands, Principal will accept liability resulting from unlawful use of the concerned name/names.

6.6 The name chosen and/or used in the marketplace by Principal remains property of Globrands until all invoiced amounts are paid.

6.7 Globrands reserves the right to use the knowledge acquired during execution of the agreement for other purposes, in so far as no confidential information is disclosed to third parties.

#### **Article 7. Notice of Termination**

7.1 Both parties can at all times terminate the agreement. Parties should in this case abide the notice period of 10 business days.

7.2 When an assignment is cancelled by Principal within 1 till 10 business days before the agreed upon start date, for any reason whatsoever, Globrands has the right to invoice 30% of the initially agreed upon fee on top of costs already incurred.

#### **Article 8. Termination of the Agreement**

8.1 Globrands' claims are immediately due and payable in the following cases:

- when information comes to the attention of Globrands which provides reasonable doubt regarding the Principal its ability to meet its obligations;
- in case Globrands has asked Principal to prove it is willing and able to fulfill its obligations and such proof is not provided or insufficient.

8.2 In the above mentioned cases Globrands is authorized to hold off further execution of the agreement, or to terminate the agreement, notwithstanding Globrands' right to claim compensation.

## **Article 9. Shortcomings; Complaint Terms**

9.1 Complaints regarding completed work should be reported to Globrands in writing within 8 days after discovery, yet within 14 days upon completion of the concerned work.

9.2 In case a complaint is valid, Globrands will perform the work as initially agreed upon, unless Principal considers this senseless. The latter needs to be expressed by Principal in writing.

9.3 In case performing the work as initially agreed upon is impossible or senseless, Globrands will only be liable within the limits of article 12.

## **Article 10. Fees**

10.1 For offers and agreements by which a fixed fee is offered or agreed upon paragraphs 2, 5 & 6 of this article apply. In case no fixed fee is agreed upon, paragraphs 3, 4, 5 & 6 of this article apply.

10.2 Parties can agree on a fixed fee upon formation of the agreement. The fixed fee is excluding VAT.

10.3 When no fixed fee is agreed upon, the fee will be determined based on actual hours worked. The fee will be calculated based on Globrands' usual hourly rates, applying for the period in which the work is performed, unless a different hourly rate is agreed upon.

10.4 Any cost estimates are excluding VAT and third party costs.

10.5 When assignments last longer than one month, fees due will be periodically invoiced.

10.6 Whether Globrands and Principal agree to a fixed fee or to an hourly rate, Globrands nevertheless retains the right to increase the fee or rate. Globrands is allowed to invoice price rises, when Globrands can prove that within the period between making the offer and execution of the project significant price rises occurred with respect to e.g. salaries.

## **Article 11. Payment**

11.1 Payment should take place within 30 days after invoice date, in a manner specified by Globrands and in the invoiced currency.

11.2 Upon expiration of this 30 day period Principal is in neglect; Principal from this moment owes Globrands interest of 1% per month, unless lawful rate is higher in which case the lawful rate applies.

11.3 If Principal is in default or in neglect with regard to meeting its obligations, then reasonable costs to obtain satisfaction, both judicially as extra judicially, will be charged to Principal with a minimum of € 150.

11.4 In case of liquidation, bankruptcy, or moratorium of Principal, Globrands' claims and obligations of Principal become immediately claimable.

11.5 Payments made by Principal are primarily to settle outstanding interest and costs, and secondly to cover the longest outstanding invoices, even though Principal states that the payment applies to an invoice of later date.

## **Article 12. Liability**

12.1 Globrands is not liable for consequences of delivered advices. Moreover Globrands excludes any form of liability with respect to the consequences arising out branding strategic advice, legal advice including advice of involved trademark agencies or from other for the execution of the agreement third parties involved.

12.2 In case the applied approach results in an unsatisfying name advice, Globrands commits to deliver new name proposals within the agreed upon budget, however with the exception of research, travel and presentation costs.

12.3 All to be transferred names need to be investigated by a trademark agency or a trademark attorney with respect to violations of intellectual property of other companies.

12.4 Liability will at all times be maximized by the amount invoiced for the particular assignment, or for the portion of the assignment to which the liability applies.

12.5 Globrands is not liable for any consequential damages whatsoever.

### **Article 13. Force Majeure**

13.1 Force majeure is defined in these terms and conditions as, besides what is understood with regards to this in law and jurisprudence, all external causes, foreseen or unforeseen, which Globrands cannot influence, yet by which Globrands becomes unable to fulfill its obligations.

13.2 Globrands has the right to refer to force majeure, in case the circumstance preventing the (further) fulfillment of its obligations commences after Globrands should have fulfilled its obligations.

13.3 During force majeure Globrands' obligations will be suspended. In case the period in which Globrands is not able to fulfill its obligations due to force majeure takes longer than 2 months, both parties are entitled to terminate the agreement without any obligation to compensation.

13.4 In case Globrands upon commencing of force majeure already partially met its obligations, or is able to only partially fulfill its obligations, is Globrands authorized to partially invoice for the already executed work or executable part of the work and is Principal obliged to pay the invoice as if it were a standalone agreement.

### **Article 14. Applicable Law and Dispute Settlement**

14.1 Dutch law applies to agreements between Globrands and Principal. The applicability of the Vienna Convention 1980 (CISG) is excluded.

14.2 Disputes occurring between Globrands and Principal will be settled by an authorized judge belonging to the district in which Globrands has its registered office.