

General Terms and Conditions of iGina Marketing

1. General

- 1.1 Quotations, agreements and negotiations made with iGina Marketing relating to the performance of services by iGina Marketing, are subject to these General Terms and Conditions.
- 1.2 Any General Terms and Conditions issued by the Client do not apply, unless otherwise confirmed by iGina Marketing.
- 1.3 Any amendment to and/or alterations or modifications to these General Terms and Conditions shall only be effective if noted in the order confirmation or contract.

2. Quotations & Estimates

- 2.1 All quotations and estimates made by iGina Marketing are non-binding until it has been accepted by the Client and confirmed by iGina Marketing. This confirmation will normally be in the form of an email although this may be subject to change in individual circumstances.
- 2.2 Unless previously withdrawn or iGina Marketing specify otherwise in writing, quotations and estimates are valid for a period of 90 days only from the date of issue. If, after such a period, iGina Marketing at their discretion or at the Client's request, agrees to supply the marketing services detailed in such a lapsed quotation this Agreement shall apply thereto.

1. Agreement

- 1.1 The agreement between the Client and iGina Marketing is considered to exist once iGina Marketing has confirmed the order in writing.
- 1.2 iGina Marketing must confirm any additional agreement(s), alterations and/or promises relating to the agreement in writing for them to be valid.
- 1.3 The order confirmation or the contract will specify the services to be rendered by iGina Marketing.

2. Prices and Rates

- 2.1 All prices and rates are quoted exclusive of sales tax.
- 2.2 iGina Marketing's general prices and rates are subject to change in the event of any externally imposed increase in project-related costs.
- 2.3 Fixed prices only apply to individual projects for as long as the specifications pertaining to the project remain unaltered. iGina Marketing will charge separately for any additional services.
- 2.4 iGina Marketing is entitled to compensation for any additional costs incurred on the Client's behalf not specifically covered in the order confirmation or the contract. Additional costs include but are not limited to the cost of vendors, couriers and travel expenses.

3. Payment

- 3.1 iGina Marketing reserves the right to demand an initial payment upon confirmation of the order and/or to issue the final invoice before completion of the project.
- 3.2 The payment term is 15 days from the invoice date, unless agreed otherwise.
- 3.3 If the payment term is exceeded, the Client is obliged to pay interest on all overdue amounts, interest being calculated at the rate of one twelfth of the statutory interest rate in the Netherlands per month from the date on which payment was initially due, without the need for any further reminder or notice of default.
- 3.4 iGina Marketing reserves the right to suspend any further deliveries to the Client until payment is made in full.
- 3.5 Payments made by the Client will first be offset against any outstanding interest and expenses and subsequently against the longest outstanding invoices, regardless of claims made by the Client that payment is in settlement of a later invoice.

4. Subcontractors

- 4.1 iGina Marketing is entitled to have the agreement carried out by a third party.
- 4.2 Any subcontractor will be bound by the same rules and regulations as iGina Marketing.

5. Ownership of Copyright

- 5.1 The ownership of materials supplied and the copyright of any software remains vested in iGina Marketing until such time as the total price of the materials/software and any other sums owed to iGina Marketing by the Client have been paid in full. The Client holds the materials/software as a fiduciary agent for iGina Marketing until such time as payment has been made in full. If payment is not received in full by the due date, iGina Marketing is entitled to demand the immediate return of all existing copies of the materials.

6. Performance & Performance Dates

- 6.1 The delivery deadlines referred to in the offer, the confirmation of the order, and any agreements are calculated to the best of iGina Marketing's knowledge and will be respected as far as possible. They are, however, not binding.
- 6.2 Exceeding the deadlines, for whatever reason, in no way entitles the Client to damages, release from the agreement or non-fulfillment of any obligations imposed upon him by the agreement in question or by any other related agreement. However, in the case of excessive overriding of the delivery time, as considered by iGina Marketing, the latter will enter into further negotiations with the Client.
- 6.3 Each party is obliged to notify the other party if a delay is expected in its performance.
- 6.4 Where the Client wishes to change the scope of the marketing services or any deliverables, including any dates for performance or delivery it shall put such request in writing to iGina Marketing. iGina Marketing shall confirm in writing whether it will be able to comply with the request and set out any changes to the fees or dates of performance or delivery. This will normally be in the form of an email. For the avoidance of doubt, although iGina Marketing will endeavor to comply

with reasonable requests by the Client for such changes, it shall not be under any obligation to do so.

7. Appointments & Meetings

- 7.1 iGina Marketing is a marketing consulting company. Appointments may be scheduled for fact finding, discussion of strategic approach, feedback, workshops, or recommendations. All appointments or meetings that are for the purposes of information or knowledge transfer are subject to being charged at the consultancy rate, minimum charge of one hour. Waiver of any applicable fees is entirely at the discretion of iGina Marketing.
- 7.2 No-show or abandoned appointments. Notice of a minimum of one working day is required for cancellation or rescheduling of appointments. Where no notice is provided the full rate for the service scheduled (e.g. a training day, workshop or evaluation feedback session) will be charged or for meetings the minimum consultancy rate will apply. This will be invoiced and is due for immediate payment.
- 7.3 iGina Marketing reserves the right to impose arrangement or administration fees for repeated rescheduling or cancellation.

8. Obligations Incumbent upon the Client

- 8.1 The Client shall provide iGina Marketing with such information, cooperation, assistance and access to the pertinent information, at the Client's cost, as iGina Marketing may reasonably require in connection with the provision of the marketing & consulting services. iGina Marketing will not be responsible for any delays as a result of the Client's breach of this clause. For example if the Client delays giving iGina Marketing access to the relevant information required for iGina Marketing to perform the marketing & consulting services then delays or changes to dates previously agreed may be unavoidable.
- 8.2 If the Client fails to fulfill the obligations incumbent upon the Client under the terms of the articles 9.1 and 9.2, the original performance date is invalidated and both parties must approve a new date.

9. Costs of Delay and Cancellation

- 9.1 In the event of a delay on the Client's part, the Client must compensate iGina Marketing for each delay for the cost of unused production time. Compensation will be calculated on the basis of the rates noted in the contract or order confirmation.
- 9.2 If the delay referred to in article 9.1 exceeds a period of four weeks, no further compensation for the cost of unused production time is due for the period thereafter.
- 9.3 If the Client sees fit to cancel an order, the Client must compensate iGina Marketing as follows:
 - In the event of cancellation prior to 4 weeks in advance of the commencement date specified in the contract or order confirmation: 15% of the (fixed or presumed) price based on the contract or order confirmation.
 - In the event of cancellation after the commencement date specified in the contract or order confirmation: 15% of the (fixed or presumed) price based on the contract or order confirmation plus part of the (fixed or presumed) price based on the contract or order confirmation proportional to the services already rendered calculated in terms of hours of production time.

10. Complaints

- 10.1 For a complaint concerning services rendered by iGina Marketing to be valid, iGina Marketing must be notified of the complaint in writing within 14 days of the date on which the deliverables completed by iGina Marketing were sent out to the Client.
- 10.2 Complaints regarding quality of services are not valid if the Client has not provided iGina Marketing with reasonable means to perform the services.
- 10.3 The lodging of a complaint does not entitle the Client to suspend payment.
- 10.4 Complaints lodged within the period referred to in article 10.1 will be investigated and, to the extent that the complaint is justified given the specifications of the agreement, iGina Marketing shall endeavor to correct the source of the complaint to the best of its ability.

11. Confidentiality

- 11.1 iGina Marketing and/or its subcontractors undertake to treat as confidential all information acquired or obtained from the Client. The Client is to undertake to treat as confidential all information acquired or obtained from iGina Marketing.

12. Liability and Indemnification

- 12.1 iGina Marketing is not liable for any loss resulting from the misplacement, destruction, or damage of any material(s) entrusted to it.
- 12.2 iGina Marketing is not responsible for any loss suffered by the Client as a result of questionable compliance or non-compliance with the agreement, unless iGina Marketing specifically causes such loss. Neither is iGina Marketing responsible for any loss suffered by the Client as a result of incorrect compliance with the agreement, if the period for which the commission is granted is not reasonably proportional to the volume of work to be carried out by iGina Marketing by virtue of the agreement.
- 12.3 iGina Marketing's liability can never exceed the total sum charged to the Client in relation to the commission in question. The Client indemnifies iGina Marketing against third-party liability.

13. Force Majeure

- 13.1 If iGina Marketing is prevented from performing its obligations by force majeure, iGina Marketing is no longer obligated to abide by the production schedule.
- 13.2 Force majeure includes any situation in which the Client cannot reasonably expect iGina Marketing to fulfill its obligations, regardless of whether the circumstances in question might have been foreseen. Force majeure also includes war and warlike operations, hostilities, fire, the proclamation of regulations which

restrict, obstruct, or prohibit the fulfillment of obligations, complete or partial disturbance of the operations of iGina Marketing's company or among its suppliers, excessive illness, or non-compliance by third parties.

14. Termination

14.1 This Agreement shall automatically terminate upon the complete delivery of the Consultancy Services and/or Deliverables as set out on the Proposal.

14.2 Both parties are entitled to terminate the agreement with immediate effect if:

- the other party is in default under the terms of the contract and fails to remedy the default within 30 days of having received written notification specifying the default.
- the other party becomes insolvent or is likely to be declared bankrupt or to be put

into receivership administration or liquidation or ceases to conduct business or – if the other party is an individual or individuals – in case of his/her or their death(s).

15. Disputes

All disputes or legal claims which may arise from the agreement are to be brought exclusively before the presiding judge in Amsterdam, without prejudice to the right on iGina Marketing's part to submit a claim as a plaintiff before the presiding judge at a domicile to be appointed by the Client.

16. Applicable Law

16.1 This agreement, in its widest sense, is subject to Dutch law.