



PROMOTION PARTNERS

PROMOTION - HOSPITALITY - COSMETICS - FASHION - RETAIL



To: Opdrachtgever/Mevrouw Marga Schouten
Subject: Sales staff
Date: 1st of March 2015



General conditions

In these general conditions, the abbreviation PP is understood to mean: Promotion Partners Group B.V., with its registered office and principal place of business at Hoogoorddreef 15, 1100 CE Amsterdam Zuidoost.

Article 1: definitions

In these conditions, the terms given below are defined as follows:

Flexworker (m/w): any natural person who through the intermediary of PP carries out work or is going to carry out work for the clients.

Client: any natural or legal person, who instructs PP to carry out a project or who through the intermediary of PP hires a flexworker (m/w).

Offer: a written business offer by means of which PP hopes to 'do business' with a potential client.

Project price / shift price / hourly rate: the payment agreed between PP and the client for the project.

Confirmation of an order or instruction (project agreement): a confirmation of an order or instruction sent by PP to its client, which contains the agreements which have been made. When signed by the client a confirmation of an order or instruction is binding.

Work: carrying out sales support activities, merchandising, sales promotions and sales campaigns, demonstrations and promotional activities.

Field marketing: is a type of service the purpose of which is to improve performance, promotion, availability and the sale of products and services. This type of service takes place anywhere, where products or services are offered

Article 2: applicability

2.1. By placing an order or giving an instruction, the client declares that it is acquainted with and that it accepts these conditions. These conditions apply, to the exclusion of the general conditions of the client, to all offers and each agreement concluded between PP and the client, in so far as the parties have not explicitly deviated from these conditions in writing. If any stipulation in these conditions is declared nonbinding by operation of the law, this does not affect the other stipulations and the parties are deemed to have reached agreement on a valid replacement clause which is as close as possible to the null and void clause with respect to meaning and scope.

Article 3: offer

3.1. All offers of PP are without obligation. This means that an agreement with PP is only effected when PP on the one hand has confirmed an order or instruction in writing and the client on the other hand has approved the confirmation of the order or instruction and has returned it to PP in good time, which means no later than 10 working days (see Article 4.6.) before the commencement/instruction date. All agreements or undertakings made beforehand which have not been accepted in writing by PP, will be cancelled automatically; any additional agreements to be made later, which deviate from the written agreement, are only valid if they are confirmed in writing by PP.

3.2. Additional work to be carried out at the client's request and which does not form part of the agreement will be charged separately by PP to the client.

3.3 PP is not bound by offers which contain typing errors or calculation errors. Any (delivery) dates given are approximations and have no binding effect, unless this is explicitly agreed to the contrary in writing. The way in which the order or instruction will be carried out is in principle determined by PP. PP is entitled, if this is considered by PP to be necessary or desirable, to have all or part of the work carried out by a third party or third parties, as well as to be represented by a third party or third parties when the work is carried out.

Article 4: prices

4.1 Prices are always based on the prices applying on the date of the offer. If price increases should occur or major changes are made to the conditions, for example as a result of increases in charges and/or excise duties, wage costs, etc. between the date of the offer and the date on which the work to be carried out pursuant to an agreement has been terminated, PP retains the right to charge the client these increases.

4.2 All price lists are exclusive of BTW (Dutch VAT), which will be charged separately.

4.3 The client will be charged in full for all 'additional charges' incurred by PP concerning the work it has carried out.

4.4 The additional charges consist of the following:

- Account hours: hours spent by PP as a result of additional work in connection with matters such as: changing a request, dates, location and working hours, re-instructing, tailor-made reports, determining sales territories, routing, keeping stock records up to date, dealing with special promotional clothing and suchlike, if not specifically included in the offer;
- Cancellation costs, see Article 6.1.
- Urgency surcharge, see Article 4.6.

4.4. All the 'out-of-pocket expenses' incurred by PP and/or PP will be charged to the client plus 10% administrative costs. These costs might include the following:

- Entrance charges, if the client has not provided PP with the required entrance cards or has not provided them in time;
- Parking charges, incurred by the flexworker(s) (m/w) during the promotion and/or instruction;
- Ferry charges, if it is easier (or only possible) to get to the location by travelling by ferry boat;

- Necessary courier service to be called in and/or transport costs ;
- Pallet storage at courier's place of business and/or transport company and/or at PP;
- Storage/ removal from storage per pallet (storage of materials in/ removal of materials from the warehouse)
- Sorting materials if they are delivered in bulk;
- Getting rid of left over promotional material;
- Postal charges for sending materials, additional product information or special promotional clothing;
- Packaging material for sending the materials;
- Buying of materials necessary for the sales promotion;
- Laundry/dry cleaning costs of the client's special promotional clothing;
- Bank transfer charges;• Nights stayed at a hotel which are necessary for the flexworker(s). (m/w).

4.5. For each project, a minimum of 4 consecutive hours is charged (on) for each PP flexworker (m/w) in the project price.

4.6. PP is obliged to charge an urgency surcharge in the case of a request or change (dates, times or numbers of flexworkers (m/w) made by the client less than 10 working days before the commencement/instruction date. This surcharge is expressed as a percentage of the total project price and is as follows:

- On the commencement/instruction date of the promotion or during the promotion: 75%;
- Less than or equal to 5 working days before the commencement/instruction date of the promotion: 50%;
- More than 5 working days but less than 10 working days before the commencement/instruction date of the promotion: 25%.

Working days are understood to mean Monday to Friday inclusive from 9 AM to 5 PM, except for public holidays.

Article 5: invoicing and payment

5.1. The client is at all times obliged to pay each of PP's invoices within fourteen days of the invoice date. The payment must be made in the agreed currency and without any set-off, deduction, substitution of one debt for another or any other legal act that could limit or cancel the client's payment obligation. Payment is made by transferring the amount to the bank account number indicated by PP, stating the invoice number.

5.2. Complaints concerning the invoices issued by PP must be submitted to PP within eight days of the invoice date. Complaints will not be dealt with after this period has expired and the client has therefore forfeited its rights in this respect.

5.3. If in the unlikely event that you find an irregularity in the invoice, you are obliged at all times to pay that part which you consider to be correct within the payment period.

5.4. PP is entitled, based on the approved offer, to charge the client an advance payment of at least 50% by means of an advance invoice. This advance invoice must have been paid into the bank account indicated by PP before the commencement of the project.

5.5. If a client fails to fulfill an agreed payment schedule within the stipulated time, PP is entitled not to carry out or to prematurely terminate the agreed instruction or order and the agreement is considered to have been cancelled by the client and therefore the client will be charged in full, the same as in the event of cancellation within 24 hours, see Article 6.1.

5.6. Payment for additional work will be made in such a way that the client is charged in the same way as for the other invoices.

5.7. If the client fails to pay what it owes to PP pursuant to the agreement, the client will owe legal interest on the outstanding amount commencing from the due date. If after the due date has expired still no payment has been made, the invoice amount will be increased regularly by the same percentage on every fifteenth day of non-payment.

5.8. In the event of the collection of an invoice, in addition to the legal interest, PP is entitled to charge extrajudicial collection charges in accordance with the collection rates of the Nederlandse Orde van Advocaten (Netherlands Bar Association).

5.9. Each payment by the client serves to first settle the extrajudicial collection charges and judicial charges owed by the client and will subsequently be deducted from the interest owed by the client and thereafter from the oldest outstanding debt(s), irrespective of different instructions given by the client.

Article 6: changes, postponing promotion days and cancellation

6.1. If the client, after confirming the instruction or order, cancels the agreement completely or partially or changes the promotion days, the client will owe PP compensation to be paid for the costs incurred by PP, without prejudicing the right of PP to claim possibly better compensation in accordance with the law. This compensation is expressed as a percentage of the total estimated project price, as indicated in the signed confirmation of the instruction or order and is as follows:

- On the commencement/instruction date of the promotion, during the promotion or 1-5 working days before the commencement/instruction date of the promotion: 100%;
- More than 5 working days but less than 10 working days before the commencement/instruction date of the promotion: 75%.
- More than 10 working days but less than or equal to 15 working days before the commencement/instruction date of the promotion: 50%;
- More than 15 working days but less than or equal to 30 working days before the commencement/instruction date of the promotion: 10%.

Working days are understood to mean Monday to Friday inclusive from 8.30 a.m. to 5.30 p.m., except for public holidays.

6.2. The complete or partial cancellation of an agreement with PP by the client must be made writing. The date of the written acknowledgement of receipt by PP of the above-mentioned dissolution applies as a record of the date of the cancellation.

Article 7: inadmissible discrimination

7.1. The flexworkers (m/w) to be deployed are selected based on the qualities and skills known to PP of the available flexworkers (m/w) on the one hand and based on information concerning the work to be carried out which the client provides to PP on the other hand. PP is completely free to choose the person or people who PP deploys to carry out the work.

7.2. In order to prevent inadmissible discrimination, in particular with respect to religion, belief, political persuasion, sex or race or on whatever grounds, requirements which are not relevant to the job when providing information concerning the work to be carried out cannot be stipulated by the clients, nor will they be accepted by PP.

7.3. PP will make sure that all flexworkers (m/w) have a well-groomed appearance and meet the requirements which may reasonably be expected of its flexworkers (m/w).

Article 8: noncompetition clause

8.1. The client is not permitted to enter into an employment contract with one of PP's flexworkers (m/v) for an (in)definite period of time, before this person has spent at least 1,000 working hours (25 weeks fulltime employment) for the client through the intermediary of PP. And only then after obtaining PP's written permission and after the client has paid a recruitment and selection fee of € 2.350,00 excluding BTW to PP.

8.2. For each violation by the client of the stipulation referred to in Article 8.1., the client will forfeit an immediately due and payable penalty of the amount owed which is the difference between the hours actually worked and the 1,000 working hours stipulated in Article 8.1 plus

€ 2.350,00 for the recruitment and selection fee and a penalty amounting to € 454,00 for every day that such a violation continues. This does not require a demand for payment, notice of default or judicial intervention and is immediately due and payable.

Article 9: safety of employees/insurance

9.1. The client is obliged to ensure the safety of the flexworkers (m/w) deployed by PP in such a way as can be reasonably required in connection with the nature and purpose of the work.

9.2. If the obligation referred to in Article 9.1. is not complied with, then the client is liable to pay all the damage and/or loss which the flexworkers (m/w) of PP and/or third parties suffer as a consequence.

9.3. If a flexworker (m/w), as a result of the failure to fulfill the obligation referred to in Article 9.1. in carrying out his/her work is injured to such an extent that this results in death, the client is obliged to pay full compensation with respect to the surviving spouse, children, parents or other people who are provided for by this person's job. This is unless proof is provided by the client to the effect that the intention or conscious recklessness of the flexworker(s) (m/w) was the main factor contributing to the death of the flexworker.

9.4. The client indemnifies PP at all times against claims such as laid down in Section 7:658 of the Civil Code.

9.5. The client will make sure at its own risk that the necessary insurance is taken out in the context of the work to be carried out by the flexworker (m/w) of PP and/or third parties and/or the materials and/or equipment to be used, whereby the client will ensure that the flexworker (m/w) of PP and/or third parties and/or the materials and/or equipment to be used are included under the insurance policies concerned. The client will hand over proof of this at PP's request.

Article 10: suspension and dissolution, refusal

10.1. In the event that the execution of the agreement is prevented as a result of force majeure, PP is entitled, without judicial intervention, to either suspend the execution of the agreement for a maximum period of 1 month or to dissolve the agreement in full or in part, without being liable to pay any compensation. During the suspension, PP is entitled and at the end of which PP is obliged to choose either execution or complete or partial dissolution of the agreement.

10.2. Both in the case of suspension and in that of dissolution, PP is entitled pursuant to the first paragraph of this article to request payment with respect to the services and goods which PP has reserved for the purpose of executing the agreement to the value which in all reasonableness should be attributed to them.

10.3. If the client fails to fulfill, fails to fulfill properly or fails to fulfill in time any obligation which ensues for the client from the agreement concluded with PP or ensues from a related agreement, as well as if PP receives information concerning the reduced creditworthiness of the client, with the result that justifiable doubt can arise of whether the client will be able to fulfill its obligations with respect to PP and furthermore in the case of a moratorium, application for voluntary liquidation, the closing down or the winding up of the client's company, as well as in the case of being placed under guardianship, declaring the applicability of the debt repayment arrangement by virtue of the 'Wet Sanering Natuurlijke Personen' (Debt Repayment (Natural Persons) Act) or death if a natural person is involved, the client is considered to be in default

by operation of the law and PP is entitled without notice of default or judicial intervention to either suspend the execution of the agreements for a maximum period of six months or to dissolve them completely or partially, without PP being liable to pay any compensation or guarantee and without prejudicing its other rights. In all these cases, each claim that PP has with respect to the client is immediately due and payable.

10.4. In the case of suspension in accordance with Article 10.3., the agreed price is immediately due and payable, after deducting the installments already paid and the costs saved by PP as a result of the suspension.

10.5. In the case of dissolution in accordance with Article 10.3., the agreed price is immediately due and payable, which means that no prior suspension has taken place, after deducting the installments already paid and the costs saved as a result of the dissolution by PP and the client is obliged to pay the above-mentioned amount. The stipulation in Article 10.3. also applies to that which is referred to in Article 10.6.

10.6. PP retains the right to refuse or to terminate orders or instructions, the contents of which conflict with any legal or other stipulation imposed by the authorities, also if the instruction or order has already been accepted or confirmed.

10.7. PP is also entitled at all times to refuse or to terminate orders or instructions, the contents of which conflict with the good name or with the interests of PP. In that case PP is entitled to payment in full of the costs it incurred before the promotion nor is PP liable for any damage and/or loss ensuing from not carrying out the sales promotion or premature termination of the sales promotion.

Article 11: force majeure

11.1. PP is not liable if and in so far as it cannot fulfill its obligations due to a circumstance for which it cannot be blamed. Force majeure in these General Conditions is understood to mean: any circumstance which is outside PP's control, even if it could be foreseen at the time the agreement was concluded, which persistently or temporarily hinders the fulfillment of the agreement as well as, in as far as not already included, war, threat of war, civil war, riots, a government proclamation of national mourning, strike and/or industrial action, employees lockout, transport problems, fire, illness, incapacity for work, moratorium or voluntary liquidation of the third parties hired by PP, breakdowns in the arranged supply of goods to be supplied by third parties, including water and electricity and other serious breakdowns in the company of PP or that of its suppliers. Force majeure is also involved if third parties hired by PP are able to invoke force majeure.

11.2. PP will make every effort in the context of carrying out the order or instruction to ensure that contracted third parties keep to the agreements entered into and that the agreed service is provided. Without this entitling the client to claim compensation or dissolution, PP is entitled to conclude contracts with equivalent third parties and to provide equivalent services. PP will always consult the client concerning changes considered necessary in this connection as referred to above.

11.3. If one of the parties to the agreement is not able to fulfill an obligation ensuing from the agreement, this party is obliged to inform the other party to this effect in writing as quickly as possible.

Article 12: liability

12.1. PP is exclusively liable for any damage and/or loss suffered by the client if this damage and/or loss has been caused by the intention or gross negligence of the management board of PP or its managerial subordinates. The exceptions and limitations of liability stated in this article also apply to the employees of PP and/or to third parties PP has engaged. Furthermore, PP is never liable for consequential damage and indirect consequential loss. Nor is PP liable for the transport carried out on the instructions of PP or on the instructions of the client and/or the use of the advertising and/or promotional material or transport of other materials and/or equipment in connection with carrying out the work. Promotional material supplied by the clients, which is taken care of by PP, is at all times at the total risk of the client.

12.2. The client is obliged on, or immediately after the commencement of the work, to ensure whether the flexworker(s) (m/w) meets/meet the client's expectations. PP does not, however, accept any liability with respect to damage and or loss suffered by the client, if the posting of the flexworker(s) (m/w) does not appear to meet the client's expectations.

12.3. If one or more of the flexworkers (m/w) does not behave according to or fulfill the client's requirements, which the client in the context of the project may reasonably expect and this matter has also been discussed at length beforehand with PP, the client must inform PP to this effect immediately, in fact at least within four hours of the commencement of the work. In this case, the client is only obliged to pay PP the remuneration owed to the flexworker(s) (m/w) plus the employer's share or contributions. PP is not responsible for the deployed flexworker(s) (m/w) who does/do not appear to meet the client's expectations, unless the client proves that the conscious recklessness of PP was involved when selecting the deployed flexworker(s).

12.4. PP is not liable for damage and/or loss that is directly or indirectly caused by changes in computer software and computer systems in connection with for example each leap year.

12.5. Notwithstanding the above, PP does not accept any responsibility for acts and/or omissions by the third parties involved, nor for the correctness of the information provided by these third parties.

12.6. PP is not responsible for photographs, leaflets and other informative material, in so far as distributed under the responsibility of third parties.

12.7. Nor is PP liable for compensation and/or damages, which third parties may claim with respect to a violation of the rights belonging to these third parties, explicitly understood to include the rights to industrial and intellectual property.

12.8. The client indemnifies PP for all costs, damage and/or loss, and interest which might arise for this as a direct or indirect consequence of legal claims, which have been instituted against PP by third parties, including the flexworker (m/w) in question/ deployed by PP with respect to executing the agreement, due to acts and/or omissions by the client itself, its employees or contracted third parties; the client is obliged by virtue of the agreement to comply with the introduction of a third party by PP.

12.9. PP cannot be held liable for damage and/or loss, in whatever form, due to the absence and/or illness of the flexworker (m/w) of PP. PP will do its utmost to find a replacement as quickly as possible.

12.10. PP is not liable for any promises, in whatever form, which the flexworkers (m/w) of PP have made to the client.

12.11. With due observance of the stipulations of this article in its entirety, each form of liability is limited to 25% of the invoice amount concerned.

12.12. The damage and/or loss must be reported to PP as quickly as possible but no later than within two weeks of the occurrence thereof, unless the client makes a reasonable case for the fact that it had not been able to report the damage and/or loss any earlier.

Article 13: intellectual property rights

13.1. PP retains all its intellectual property rights, including copyright in particular, with respect to all that which is proposed and/or delivered to the client in connection with carrying out the work. With respect to mutual agreements, it can be stipulated that the client acquires the right to publish and/or reproduce, but only exclusively for the purpose for which the instruction or order was given and only for the agreed number of times or which necessarily ensues directly from the instruction or order.

13.2. PP is at all times entitled to put its own name on the work produced during the instruction or order and if desired to use it for its own promotional purposes.

13.3. The client is not entitled to record the work carried out by PP and the third parties and/or flexworker (m/w) engaged by PP on film, video, photo or any other future image carrier without the prior written permission of PP.

Article 14: right of retention

14.1. PP is entitled to suspend the delivery of all that which it retains the possession of in connection with an instruction or order until all its debts have been settled, or sufficient security has been provided by or behalf of the client for the payment thereof.

Article 15: transfer

15.1. The client is not entitled to completely or partially transfer the rights and obligations ensuing from the agreement to third parties, except with the prior written permission of PP.

15.2. The agreement and these conditions remain in force in the event that the company of the client has a complete or partial change of name, legal form or owner. In the aforementioned case, the client must inform PP immediately to this effect in writing.

Article 16: more parties

16.1. If an agreement is concluded between PP on the one hand and two or more parties on the other hand, each of these parties is jointly and severally liable for the complete fulfillment of the agreement.

Article 17: supply of promotional material

17.1. The goods and materials supplied by the client to be used by PP, hereinafter referred to as the promotional material, must take place in units or quantities which can be clearly distinguished, the packaging of which must be such that it is suitable for use, all of which is at the discretion of PP.

17.2. When the promotional material is supplied, PP must be given a specific list of the type of goods as well as the corresponding measurements, colors and weights.

17.3. PP does not accept any responsibility for differences between the supplied, specified, used and returned promotional material.

Article 18: applicable law and disputes

18.1. Dutch law applies to all legal relationships between the client and PP.

18.2. All disputes that ensue from the agreements concluded with PP to which these conditions totally or partially apply or other agreements which are the result thereof will be exclusively adjudicated by the competent court in the district of Amsterdam, unless PP may apply to another court.

Amsterdam,, May 2015