

# General Terms and Conditions of Salesmoose B.V.

## Introduction

Salesmoose provides sales management, consultancy, coaching and training services to businesses in Europe ("The Services"). These general terms and conditions are applicable to all services rendered to clients and form an integral part of the agreement with the clients ("The Contract").

### 1.0 Services

1.1 Salesmoose as the contractor will provide the services described and as outlined in the Contract and/or engagement letter.

1.2 Salesmoose will perform the services of organising sales training, coaching and consulting to the best of its knowledge and expertise, applying due diligence and care.

1.3 Timetabled dates are intended dates and course selection is subject to change, amendment or replacement prior to registration. Course changes after registration will be discussed on an individual basis.

1.4 Salesmoose will rely on the information provided by the client and will not (be able to) verify that information.

### 2.0 Client Responsibilities

2.1 The client agrees that it will adhere to the terms and conditions of the programs provided and conditions which cover specific issues that relate to those services.

2.2 The client will ensure that all information supplied to Salesmoose in order for it to conduct the Services as intended complies with the provisions of the Dutch and European privacy laws and regulations (GDPR) as they are applicable from time to time and with any other legislation governing the use of information. If necessary the client and Salesmoose will agree on separate documentation dealing with the use of privacy sensitive information. The client will indemnify Salesmoose fully with regard to any claim that may arise from any possible breach of the privacy regulations or claims that Salesmoose is confronted with in this respect.

2.3 By agreeing to work with Salesmoose, the client agrees that Salesmoose may refer to the projects performed for the client and may use the client's logo's and other external marketing tools to underline and show the work done for the client.

### 3.0 Disclosure and Use of Work

3.1 The services are provided for client use only and Salesmoose accepts no responsibility or liability towards any other person or company.

3.2 The client must not disclose any business system, know how, report, outline format, specifically written licence, franchise, or any other agreement or any other information that is copyright or the intellectual property of Salesmoose without their prior written consent.

3.3 The Services are focussed on client outcomes by using all of the products and services available including independent contractors to deliver personal consulting and coaching.

### 4.0 Fees & Costs

4.1 Services are invoiced and are based on the price as agreed upon in the Contract. All Services and costs mentioned are excluding VAT.

4.2 Any travel and expense costs incurred to deliver customised products and services shall be invoiced to the Client at cost plus VAT (if applicable).

4.4 Payment terms for sales development programmes: 15 calendar days; fifty percent of total fee in advance.

4.5 Payment terms for evaluations and assessments to be made in advance. Invoice payable in 15 calendar days.

4.6 Suspension of services in case of non-payment of fees.

### 5.0 Liability Limitation

5.1 Salesmoose will only be liable for any direct loss and damages suffered by the client as a result of Salesmoose breaching the standard set out in Clause 1.2, and then only providing that such liability shall be limited under all circumstances to the amount of the fees paid by the client to Salesmoose under the Contract.

Salesmoose is never liable for any indirect or consequential damages suffered by the client.

5.2 Other than as set out in this clause, Salesmoose shall also not be liable to the Client for any losses arising out of or connected in any way with the provision of the services.

### 6.0 Confidentiality

6.1 The parties agree that except as required by law, the documents and information received by or provided to the other for the purposes of the contract and provision of the services, which are "confidential information" will be treated as confidential except if the information:

- a) Is or becomes generally available to the public other than by a breach of the obligations under the contract;
- b) Is known to the parties prior to entering into the contract; or
- c) Is received from a third party who owes no obligation of confidence in respect of the information.

6.2 The client agrees that Salesmoose may disclose the performance of the services to clients and prospective clients as an indication of its experience as positive reference, e.g. by showing the client's logo's on its website.

### 7.0 Intellectual Property Rights

7.1 Intellectual property rights in all documentation, business systems, know-how, ideas, concepts, methodologies and processes introduced to and utilised by Salesmoose in relation to the services or created in the course of providing the services remain vested in Salesmoose.

7.2 All intellectual property developed on behalf of the client is licensed to be used solely for the purpose of training their internal staff. The client agrees not to use this material for any other purpose. The client may, at its discretion, amend the material to suit the changing needs of their organisation.

### 8.0 Cancellation and changes for scheduled trainings and coaching sessions

Client has the option to cancel or change prior agreed delivery dates.

In case of cancellation or change the following compensation is applicable:

- Up to 4 weeks prior to agreed delivery date: compensation is 20% of quoted price or in case preparation costs are higher the preparation costs
- Between 4 – 2 weeks prior to delivery date 50% of quoted price or in case preparation costs are higher the preparation costs
- Cancellation Up to 2 weeks prior to delivery date: compensation is 100% of the quoted price
- Change delivery date within 2 weeks prior to delivery date: 80% of quoted price or in case preparation costs are higher the preparation costs
- Salesmoose has the option to update and or modify any training or other documentation in case the quality of the provided material is therefore enhanced.

### 9.0 Other Engagements

9.1 Nothing in these general terms and conditions or the Contract prevents Salesmoose from providing services to other clients providing reasonable steps are taken to ensure that each client's confidential information is not disclosed to other clients.

### 10.0 Assignment

10.1 Neither party may assign its rights or obligations under the contract without prior written consent of the other party.

### 11.0 Termination

11.1 In the event of premature termination of any contract, the client will pay the contractor for all planned and/or performed services provided up to the date of termination and also for the already (pre)ordered programs and materials and related costs charged by suppliers to the contractor in relation to the contact.

11.2 The contract provisions intended to survive its termination or expiry will continue to bind both parties.

### 12.0 Resolving Disputes

12.1 The contract is governed by Dutch Law and Dutch Courts will have exclusive jurisdiction.

12.2 The parties will first attempt to resolve any dispute amicably which may include the services of an agreed mediator.

### Salesmoose B.V.

Singel 39-G, 1012VC, Amsterdam, The Netherlands  
Chamber of Commerce number: 70307407, VAT number: NL8582.50.652B01;  
Euro bank account: NL95 INGB 00 08241855