

GENERAL TERMS & CONDITIONS

Article 1: Definitions

In these general terms and conditions, the following definitions apply:

1. Contractor: Lonneke Marjolein Kroon, trading under the name Frenklie Agency, a sole proprietorship under Dutch law, located at Sint Janstraat 128, 4714 EK Sprundel, the Netherlands. Registered in the trade register of the Chamber of Commerce under number: 80432085. Hereinafter referred to as: "Frenklie Agency".
2. Client: natural person or legal entity that places an order with Frenklie Agency.
3. General terms and conditions: the provisions set out below.
4. Services: all work performed by Frenklie Agency.
5. Agreement or assignment: the agreement for the provision of services between the client and Frenklie Agency.
6. Commencement: the time at which the agreed activity commences in accordance with the approved quotation.
7. In writing: by post or email.
8. Website: www.frenklie.nl

Article 2: Application

1. These General Terms and Conditions apply to all agreements between Frenklie Agency and the Client.
2. By signing the Agreement, the Client declares in writing that it is familiar with the applicability and content of these General Terms and Conditions.
3. The Client's general terms and conditions of purchase do not apply unless they have been accepted by Frenklie Agency in writing and dated.

Article 3: Conclusion of the agreement

1. The agreement between the Client and Frenklie Agency is concluded when the Agreement signed for approval by the Client has reached Frenklie Agency within 14 days, or by the actual commencement of the assignment by Frenklie Agency without immediate protest from the Client.
2. If the client's acceptance deviates from the offer made in the quotation, Frenklie Agency is not bound by this, unless Frenklie Agency agrees to this in writing.
3. If no agreement is reached between Frenklie Agency and the client, but Frenklie Agency has already started with the execution and/or

modification of a quotation, the client is obliged to reimburse the costs thereof according to the hourly rate.

Article 4: Termination, cancellation, and modification by the Client

1. Frenklie Agency excludes Article 7:408 of the Dutch Civil Code, whereby the Client is not entitled to termination and crediting.
2. If, due to the actions of the Client, Assignments cannot be carried out in line with the agreed schedule, the Parties will mutually agree on an alternative schedule that is reasonable for both parties.
3. If Cancellation of Assignments under Article 4.2 entails third-party costs, Frenklie Agency is entitled to charge these to the Client.

Article 5: Termination, cancellation, and modification by Frenklie Agency

1. Frenklie Agency may modify and/or cancel the Agreement if circumstances arise that prevent the agreed services from being performed, or prevent them from being performed without objection, at the discretion of Frenklie Agency.
2. Frenklie Agency is entitled to terminate the Agreement with the Client at any time without notice if, despite warnings, the Client repeatedly causes a situation to arise in which Frenklie Agency can no longer be expected to provide high-quality services.
3. Interim termination as referred to in the above articles does not release the Client from its agreed financial obligations.

Article 6: Execution of the assignment

1. Frenklie Agency will execute the assignment to the best of its knowledge and ability. The execution of the work by Frenklie Agency is therefore a best-efforts obligation and does not include an obligation to achieve a specific result.
2. After receiving written acceptance of the quotation, Frenklie Agency will plan the work in consultation with the client.
3. Unless otherwise agreed between the parties, Frenklie Agency is authorized to engage third parties in the performance of the agreement without prior consultation.
4. Frenklie Agency guarantees the competence of these third parties as auxiliary persons engaged by Frenklie Agency.
5. The costs of third parties are for the account of the Client.
6. Frenklie Agency accepts the Assignment and thereby accepts responsibility for the proper execution of the agreed Assignment.

7. Frenklie Agency organizes its work independently. However, insofar as necessary for the performance of the assignment, coordination with the Client will take place in the event of collaboration with others, so that this will proceed optimally.
8. The Client provides Frenklie Agency with all the authority and information necessary for the proper performance of the assignment.
9. If the Client provides incorrect information to Frenklie Agency, the Client alone is liable for the consequences thereof.
10. Frenklie Agency is entitled to terminate any agreement with the Client if the Client has provided incorrect information.
11. Any specific working hours and location will be laid down in the Agreement. If this is not the case, remote collaboration will primarily be used.
12. The parties expressly do not intend to enter into an employment contract within the meaning of Section 7:610 et seq. of the Dutch Civil Code.
13. The Client expressly agrees that Frenklie Agency may also perform work for other clients, without prejudice to any (direct) competition.
14. Frenklie Agency is entitled to use digital tools in the performance of the Agreement, including but not limited to software, automation, and artificial intelligence (AI), as a supporting tool in its work. The use of such tools does not detract from the nature of the service as a human, professional service. Frenklie Agency remains ultimately responsible at all times for the content, quality, and delivery of the work.

Article 7: Hourly rate

1. If the client and Frenklie Agency have agreed on an hourly rate, the client owes Frenklie Agency the fee and any disbursements and third-party costs.
2. The Agreement specifies which items are included in the invoice amount, such as – but not limited to – the number of hours planned, correction rounds, travel expenses, location costs, and/or material costs.
3. If travel expenses are incurred, the client shall pay a travel allowance of €0.39 per kilometer driven for business purposes (including commuting).
4. Frenklie Agency may invoice in the interim as long as the assignment has not been completed.
5. Frenklie Agency's fee is not dependent on the outcome of the assignment.
6. Frenklie Agency may invoice an advance payment before Frenklie Agency commences work. After receipt of the advance payment,

Frenklie Agency will commence work. This advance payment will be settled with the final invoice, if applicable.

7. Third-party and media costs will be invoiced in advance and must be paid in advance. Frenklie Agency is entitled to pass on these costs to the Client, with or without a surcharge or margin in connection with coordination, administration, and responsibility.

Article 8: Fixed price

1. A fixed price will be agreed in advance and included in the quotation. Prices are exclusive of disbursements and third-party costs.
2. The Agreement will specify which items are included in the invoice amount, such as – but not limited to – the number of hours planned, correction rounds, travel expenses, location costs, and/or material costs.
3. If travel expenses are incurred, the Client shall pay a travel allowance of € 0.39 per kilometer driven for business purposes (including commuting).
4. Frenklie Agency is entitled, before commencing the work, to invoice the fixed price in full or in part to the Client in advance. After receipt of the full or partial payment, Frenklie Agency will commence the work.
5. Third-party and media costs will be invoiced in advance and must be paid in advance. Frenklie Agency is entitled to pass on these costs to the Client, with or without a surcharge or margin in connection with coordination, administration, and responsibility.

Article 9: Subscriptions and ongoing collaborations

1. Frenklie Agency may offer its services on the basis of an ongoing collaboration, subscription, or fixed monthly rate.
2. The content of the services, the monthly rate, the duration of the collaboration, and any additional agreements are laid down in the quotation and/or order confirmation.
3. Unless otherwise agreed, a subscription or ongoing collaboration can be terminated by either party in writing, subject to the notice period agreed in the quotation or order confirmation.
4. Changes in the nature, scope, or intensity of the work within a subscription or ongoing collaboration will be agreed upon in mutual consultation and, if relevant, laid down in an amended quotation or written confirmation.
5. In the absence of further agreements in the quotation or order confirmation, Frenklie Agency will carry out the work to the best of its ability and insight within the framework of the agreed subscription.

Article 10: Payment

1. Payment of the invoice amount can only be made by transfer to Frenklie Agency to the designated account number or via the payment link in the invoice.

2. The client shall pay invoices within 14 days of the invoice date at the latest, failing which the client shall be in default without notice of default and shall owe the statutory commercial interest, whereby part of a month shall be counted as a whole month.
3. All judicial and extrajudicial costs related to the collection of the invoice shall be borne by the client. Extrajudicial costs shall be charged to the client at a rate of 15% of the amount to be collected, with a minimum of €100.
4. The claim for payment shall be immediately due and payable if the client has applied for a moratorium on payments, the client is in a state of bankruptcy, the client's assets are seized, or the client is dissolved or liquidated.
5. The parties may only deviate from the provisions of this article in writing and by mutual agreement.

Article 11: Changes to the agreement and additional work

1. If, during the execution of the agreement, it becomes apparent that it is necessary for the proper execution of the agreement to change or supplement the work to be performed, the parties will amend the agreement in a timely manner and in consultation with each other.
2. Frenklie Agency will inform the client in a timely manner if the amendment and/or addition to the agreement will have financial and/or qualitative consequences.
3. In the event of additional work, Frenklie Agency will calculate the costs for the additional work and send the client a quotation.
4. Frenklie Agency will charge the client for the costs of additional work on the basis of subsequent calculation and according to the applicable hourly rate, unless the parties agree on a fixed amount for the additional work. Frenklie Agency will send an invoice for this.

Article 12: Liability

1. Frenklie Agency is not liable for damage caused by or as a result of work performed by Frenklie Agency, except and insofar as the client can demonstrate that there is intent or gross negligence on the part of Frenklie Agency.
2. Frenklie Agency's liability is limited to the amount paid out by Frenklie Agency's liability insurance, plus the excess under that insurance.
3. If no payment is made under Frenklie Agency's liability insurance, Frenklie Agency's liability is limited to a maximum of the price of the work to be performed. Any further liability is expressly excluded.
4. The agreement, its content, and its execution are based on information provided by the client. Frenklie Agency may assume that the information provided to it is accurate and complete and is not liable for damage resulting from incorrect information provided by the client.

5. If the client believes that Frenklie Agency is liable, they must complain to Frenklie Agency within three years and in accordance with Article 6:89 of the Dutch Civil Code within a reasonable period of time.
6. In the event of damage, Frenklie Agency will ensure that an accident report is filed with its insurer within 72 hours.
7. In the event of force majeure, Frenklie Agency is not liable and no claim for compensation can be made.
8. Frenklie Agency is not liable for shortcomings on the part of third parties. The client indemnifies Frenklie Agency against any claims from third parties who suffer damage in connection with the performance of the agreement.
9. Third parties cannot derive any rights from the content of the services provided.

Article 13: Intellectual property

1. The work delivered by Frenklie Agency is original.
2. The intellectual property rights to the work made available by Frenklie Agency to the client are vested in Frenklie Agency, unless otherwise agreed. The client is expressly prohibited from reproducing, publishing, or making the work available to third parties without prior consent.
3. Upon receipt of full payment, the client obtains the exclusive right to publish the work in the agreed publication. If the client wishes to use the work more often, the client owes Frenklie Agency a fee. The client undertakes to contact Frenklie Agency first before proceeding to use the work.
4. The client is not permitted to make changes to the work or have changes made to the work without the permission of Frenklie Agency.
5. Until the invoice has been paid in full, Frenklie Agency retains ownership and rights to the work.
6. The client is not entitled to grant licenses for the use of the work.
7. Frenklie Agency has the right to use the work for its own (promotional) purposes, such as on its portfolio/website or Instagram.
8. Unless otherwise agreed, the name of Frenklie Agency must be mentioned in an appropriate manner in the publication.
9. If other licenses/protected material, such as music, have been used for the work, the client must mention this in an appropriate manner in the publication.
10. The rights referred to in paragraph 3 only apply if the works have actually been put into use or purchased by the client. The intellectual property rights to works, concepts, ideas, and productions that have not been purchased belong to Frenklie Agency.

Article 14: Confidentiality

1. The Parties acknowledge that the content of the relationship and the data and information known to them in the context of the Agreement and the performance of the Agreement are strictly confidential.
2. Neither Party shall directly or indirectly disclose the content of the relationship or the data and information known to it to third parties not involved in the Agreement, either during the term of the Agreement or thereafter, except where there is a legal obligation to do so.
3. Frenklie Agency processes data in accordance with its Privacy Statement (available on its website and upon written request).
4. Upon termination, cancellation, or amendment of the Agreement, the Client shall ensure that Frenklie Agency's access to the Client's digital environments is revoked. Frenklie Agency shall never be liable if the Client fails to revoke access.

Article 15: Complaints

1. Complaints about the performance of the Agreement must be submitted to Frenklie Agency in writing, within a reasonable period of time, fully and clearly described, after the Client has discovered the defects.
2. In principle, Frenklie Agency assumes that a solution to the complaint that is acceptable to both Parties will be found in consultation.

Article 16: Validity of general terms and conditions

1. The invalidity of one or more provisions in these General Terms and Conditions shall not affect the validity of all other provisions.
2. If a provision in these General Terms and Conditions proves to be invalid for any reason, the parties shall be deemed to have agreed on a valid replacement provision that approximates the invalid provision as closely as possible in terms of its meaning and scope.

Article 17: Choice of law and jurisdiction

1. These general terms and conditions shall remain in force if Frenklie Agency changes its name, legal form, or owner.
2. Frenklie Agency may make changes to these general terms and conditions. The changes shall take effect on the announced date of entry into force. The changes shall not affect current agreements, unless the parties agree otherwise.
3. The agreements to which these general terms and conditions apply are subject to Dutch law.
4. The Dutch court in Breda has exclusive jurisdiction to hear any disputes.