COOPERATION AGREEMENT

With our **B2B Marketing Framework®** you get to implement and execute a commercial inbound sales and marketing strategy that gives you hot leads and better sales meetings.

B2B Marketing Framework®

>Company name<

### **INTRODUCTION**

The following agreement document is based on an initial dialogue between company name (*the prospective buyer*) and Mindmill Denmark ApS (*the prospective supplier*) and subsequent acceptance of the cooperation.

Cooperation has been agreed in the context of Mindmill’s B2B Marketing Framework®.

The cooperation provides the customer with the following:

* A long-term sparring partner in digital sales and marketing with experience from more than 350 B2B companies
* Temporary appointments of marketing specialists, each with their own core competencies
* A complete data-driven lead generation setup that delivers hot leads and relevant customer meetings
* Performance optimisation and development of strategies and input
* Digital sales development and cultural change to strengthen the commercial strategy

All the elements of Mindmill’s B2B Marketing Framework® are explained in the content description.

### **B2B MARKETING FRAMEWORK**® **- CONTENT DESCRIPTION**

**STRATEGIC SPARRING**

The cooperation kicks off with a strategic workshop to build insights into the customer’s target group, market and needs. Regular sparring sessions are subsequently held to ensure the ongoing development and optimisation of the cooperation. Mindmill will always participate with project-relevant specialists.

* Organisation of one strategic workshop. Run online or on Mindmill premises.
* Regular status and strategy meetings. There will be at least one status meeting of one hour per month.
* Sparring about digital sales development.

**MARKETING AUTOMATION, LEAD SCORING, TRACKING AND LEAD SHEET**

Mindmill’s B2B Marketing Framework® includes technical setup, administration, and tracking of results. Mindmill generally uses the marketing automation tool ActiveCampaign for this. If the customer wishes to use its own marketing automation system, Mindmill will adapt setup and delivery accordingly.

* Setting up an ActiveCampaign account to ensure that lead scoring and marketing automation work properly.
* Setting up a working lead sheet with the tabs “leads”, “hot leads” and “inquiries” which are linked to the ActiveCampaign account and move contacts within the tabs according to behaviour.
* Setting up Zaps through Mindmill’s Zapier account, sending data across the lead sheet, ActiveCampaign, Facebook, Landing Pages, and LinkedIn.
* Designing and setting up e-mail templates and signatures to be used for all e-mails.
* Setting up an e-mail flow so that leads receive e-mails at the right times, plus e-mail performance tracking.

**ADVERTISING STRATEGY**

Mindmill is responsible for advertising and performance tracking in all campaigns. Mindmill generally uses these channels: LinkedIn and Facebook for advertising. If the customer wants additional channels, e.g. abroad, this will be agreed at the strategic workshop.

The advertising budget is agreed separately and is not included in this agreement.

* Setting up correct tracking on LinkedIn, Facebook and Google Analytics through Google Tag Manager (if this has not already been done).
* Preparation of graphics to be used in advertising.
* Setting up ads in Facebook Ads Manager and LinkedIn Campaign Manager.
* Continuous ad optimisation to ensure the best possible performance.

**CAMPAIGN PAGES**

Mindmill is responsible for designing and setting up campaign pages (landing pages). Mindmill normally uses Wordpress to set up landing pages. If the customer wants to use its own CMS system, Mindmill supplies texts and graphics.

* Design and setup of all landing pages/campaign pages for the strategy.
* Guaranteeing responsive processing on all types of devices.
* Compatible with the last two versions of all browsers except Internet Explorer.

**TIME REQUIREMENT**

Mindmill’s expected time is split between:

* Graphic production
* Advertising
* Technical setup/help in ActiveCampaign
* Strategic sparring
* Ongoing reporting
* Project management

### **RESULTS**

By investing in Mindmill’s B2B Framework®, the buyer will implement a complete data-driven lead generation setup that aims to obtain relevant leads that result in sales meetings and a bigger offer pipeline.

Every month, Mindmill prepares a report on exposures, interactions, as well as the number of leads, the number of hot leads and the number of meetings. The customer can also follow the results on their dashboard at any time.

# **DATA PROCESSING AGREEMENT**

All the material produced is owned solely by the buyer, and the advertising data is also owned by the buyer. The supplier is exclusively a data processor as stated in the data processing agreement, which the buyer will receive separately.

**INVOICING**

The invoicing of the agreed amount occurs continuously, and payment is made monthly in advance. The agreement is binding for 6 months, during which Mindmill Denmark ApS's fee is as follows:

Month 1: DKK 45,000 excluding VAT

Months 2-6: DKK 15,000 per month excluding VAT.

First invoice will be sent on: 31/7/2023

This agreement is binding for 6 months from the start date. If the collaboration continues after the initial 6 months, the agreement will be ongoing and can be terminated with a notice period of the current month plus 60 days.

**NOTE:** Software costs as well as any costs for graphical elements (fonts and images) are the responsibility of the customer - See clause 4.6 of Appendix 1.

The price does not include advertising spend.

## **CONCLUSION OF THE AGREEMENT**

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| --- | --- |
| **Supplier**  Hans Løjborg  Mindmill Denmark ApS  CVR: 32478298  Hasselager Centervej 21 - 23  8260 Viby J  Date: 21. June 2023  Signature | **Customer**  Name  Company  CVR:  Adress  Adress  Date:  Signature |

**ANNEX 1 – CONTRACT CONDITIONS**

1. **RIGHTS AND OBLIGATIONS - THE AGENCY** 
   1. Mindmill Denmark ApS will perform the agreed tasks in accordance with this agreement and described in more detail in the attached proposal.
   2. Mindmill Denmark ApS will act loyally and will exclusively look after the customer’s interests.
   3. Within the framework of this contract, Mindmill Denmark ApS has the freedom to plan and organise the execution of the work, including the working hours and the place of execution. Furthermore, Mindmill Denmark ApS is free to decide which individuals will be responsible for the practical execution of the work.
   4. The conclusion of this contract does not in any way limit the ability of Mindmill Denmarks ApS to simultaneously carry out work for other clients.

1. **CUSTOMER’S INVOLVEMENT** 
   1. While the tasks are being performed, the customer will make staff, documents and possibly software available to Mindmill Denmark ApS. This is to ensure that Mindmill Denmark ApS has everything it needs in order to perform the task.
   2. The customer is obliged to assist Mindmill Denmark ApS in obtaining the information about the customer’s business that Mindmill Denmark ApS may need in order to perform the task, including information about technical, financial and organisational matters.
   3. The customer must appoint one or more individual(s) who are authorised to act on behalf of the customer in respect of the consultant.

1. **Reporting**
   1. The parties agree that status meetings will be held, in which Mindmill Denmark ApS will explain the status of the project and the parties will then jointly discuss the implementation of any initiatives until the next meeting.

1. **INVOICING AND FINANCE** 
   1. The overall financing of the proposal is described earlier in the agreement document. Invoicing takes place monthly, see the general financing overview.
   2. The fee does not include any additional work due to the customer expanding the scope of the original task or changing the content of the assignment. Additional tasks that are not described in the attached proposal are invoiced per hour at DKK 1,250.00. Additional work of any kind must be agreed in advance.
   3. The consultant’s fee is due 8 days after the date printed on the invoices sent by Mindmill Denmark ApS.
   4. Interest is payable on overdue amounts at the currently applicable statutory interest rate.
   5. If payment is not made as stated, this is considered a material breach, and Mindmill Denmark ApS is entitled to stop work until payment is made.
   6. The software costs are the following**:**Zapier subscription: **DKK 250/month**, invoiced monthly.   
      Active Campaign subscription: **DKK 800/month**, invoiced monthly.   
      Hosting of landing pages: **DKK 2.400/year**, invoiced monthly.

In addition, there may be costs in connection with the purchase of graphical elements such as brand fonts and third-party images. Mindmill undertakes to purchase affordable fonts and images if the customer wishes to use them in the campaign material. This is to ensure that the graphical elements are used correctly from the legal/copyright point of view. In these cases, Mindmill will re-invoice the purchase price of the graphical elements directly to the customer.

* 1. If the customer wishes the workshop to take place at a location other than Mindmill premises, the actual transport costs and mileages will be invoiced according to the government’s mileage rates.

1. **INTELLECTUAL PROPERTY RIGHTS** 
   1. The customer is in every respect responsible for ensuring that the work which the customer has instructed Mindmill Denmark ApS to perform does not infringe the rights of third parties.

1. **TIMETABLE AND DEADLINES**
   1. The parties will draw up an overall timetable following the workshop.
   2. Mindmill Denmark ApS may require an extension to the agreed timetable when performance of the task is delayed by the following circumstances.
2. If the customer expands the scope of the task or changes the content of the task while the task is already being carried out.
3. If the customer, contrary to the provision in clause 4, fails to make staff, documents, software, diagrams and information available to Mindmill Denmark ApS while the task is being carried out.
4. If other consultants/suppliers do not provide their materials and services within the agreed deadlines and thereby prevent Mindmill Denmark ApS from performing its tasks.
5. Any other circumstances beyond the control of Mindmill Denmark ApS and which it did not foresee/ought not have foreseen.
6. **LIABILITY FOR MISSED DEADLINES, ERRORS AND OMISSIONS** 
   1. Mindmill Denmark ApS is not responsible for missed deadlines and delays caused by the customer.
   2. Mindmill Denmark ApS accepts no liability for operating losses, loss of profit or other indirect loss.
7. **TERMINATION**
   1. This agreement is binding for 6 months from the start date. If the collaboration continues after the initial 6 months, the agreement will be ongoing and can be terminated with a notice period of the current month plus 60 days.
   2. In the event of termination, Mindmill Denmark ApS is entitled to a fee for work performed up to the end of the notice period.

1. **VIOLATION**
   1. Each party is entitled to terminate the agreement without notice in the event of material breach by the other party.
   2. If the customer terminates the agreement, Mindmill Denmark ApS is only entitled to remuneration for that part of the work which was performed before termination.
   3. Upon termination of the agreement, the customer is entitled to cover its losses according to the general rules of Danish law.
   4. It is a condition of termination that the party wishing to exercise the right to withdraw has given written notice to the other party prior to termination, specifying the nature of the breach and stating that the agreement will be terminated if the breach is not corrected within 10 days.
2. **SECRECY** 
   1. The parties are mutually obliged to maintain the confidentiality of information and materials about the other party which are not in the public domain.
   2. The duty of confidentiality applies to employees, subcontractors and other external advisors involved in performing the task.
   3. The duty of confidentiality continues to apply after task is performed and the agreement is terminated.
3. **TRANSFER OF RIGHTS AND OBLIGATIONS**
   1. Without the written consent of the other party, the parties may not transfer their rights and obligations under this contract to third parties. Such consent may not be refused without a valid reason.
4. **AMENDMENT PROCEDURE**
   1. Amendments to the agreement may only be made in a written supp[lement to the agreement signed by both parties.
5. **DISPUTES, APPLICABLE LAW AND VENUE**
   1. This agreement is governed by Danish law.
   2. Any dispute or disagreement that may arise in connection with this agreement will be resolved through mediation by the Mediation Institute (www.mediationsinstituttet.dk), in accordance with the currently applicable “Rules for Mediation at the Mediation Institute”.

If, in the opinion of one or more parties, a dispute has arisen between the parties, each party is entitled to apply to the Mediation Institute to initiate mediation.

The mediation does not imply any waiving of the use of legal remedies such as attachment orders and injunctions and does not prevent a party from bringing an action before the courts in accordance with the foregoing, or initiating other legal proceedings in connection with the dispute in order to avoid inaction which forfeits rights or the passing of limitation periods.

* 1. If a resolution cannot be achieved through mediation, each of the parties is entitled to demand that the dispute be settled by the Danish courts.

1. **COST**
   1. Each party will bear its own costs in connection with the conclusion of this agreement.