[Insert company name]

With our B2B **Sales & Marketing Framework®**, you will have a commercial inbound sales and marketing strategy implemented and executed.

COOPERATION AGREEMENT

B2B Sales & Marketing Framework®

## INTRODUCTION

This agreement is entered into between [insert company] (hereinafter referred to as “the Buyer”) and Mindmill Denmark ApS (hereinafter referred to as “the Supplier”). The agreement has been prepared based on an initial dialogue and a mutual understanding of the purpose and general framework of the cooperation.

All components of Mindmill's B2B Sales & Marketing Framework® are described in the following content description:

## OVERALL FRAMEWORK

The purpose of this agreement is to ensure a long-term collaboration in which the Supplier assists the Buyer in achieving strategic goals within digital sales and marketing.

* **In the collaboration, the Buyer will receive the following overall services:**
* **Strategic sparring**
* **Development of segmentation (dream client list)**
* **Digital sales effort**
* **Advertising strategy and performance optimization**
* **Setup of CRM solution, pipeline, and ongoing handover of opportunities**
* **Operational Sales Playbook**
* **Content production (for ads + video material + organic posts)**
* **Technical setup**

## STRUCTURE OF COLLABORATION & DELIVERABLES

The collaboration is structured so that the Supplier delivers the services with a focus on achieving the agreed strategic goals. Specific deliverables are decided and adjusted on an ongoing basis, based on regular status and strategy meetings.

1. **Strategic meetings:**
* Monthly status meetings of 30 minutes and quarterly strategic/tactical meetings of 1.5 hours are held to ensure that the collaboration continues to move toward the desired goals.
* Any new initiatives, additional deliverables, and adjustments are decided during these meetings.
1. **Building a Segmentation List**
* The Buyer and the Supplier jointly build a segmentation list that forms the basis for future sales-promoting activities, based on one or both of the following approaches:
	+ The Supplier creates a list from its databases: LinkedIn Sales Navigator, Cognism, and LassoX, based on agreed industries, job titles, and/or functions. The list is then reviewed by the Buyer to ensure proper focus in all sales efforts. The databases used may vary by case, and the Supplier is not limited to these sources.
	+ The Buyer provides a list of dream clients, which the Supplier then evaluates for possible additions and/or enrichment to ensure a strong foundation for all sales activities.
1. **Content production:**
* Content to support the ad strategy includes copy, ad graphics, and creation/setup of any campaign landing pages on a subdomain.
* Video content is produced every 6 months and includes 1 x video shoot (see Annex 1, section 4.7 for location specs) and 2 x editing days, yielding 24 hours of video biannually.
* One monthly organic LinkedIn post is created to engage the growing network of the Buyer’s sales department. It is posted from the company page, and employees are encouraged to share it for increased reach.
* Messages and content angles are defined and continuously adjusted in dialogue with the Buyer depending on the overarching strategy.
* Annex 1 contains further details on additional content production and related costs.
1. **Ad Strategy and Performance Optimization**
* The Supplier manages advertising on relevant channels (LinkedIn, META, and/or Google) and continuously optimizes performance based on results.
* The agreed advertising budget is determined separately and adjusted as needed during strategic meetings. The cost of advertising is borne by the Buyer. The ad budget and channel selection are variable and do not affect the Supplier’s fee.
1. **Digital Sales Effort**
* Ongoing setup of new campaigns and optimization of existing ones to ensure the network is continuously expanded and new openings and dialogues are created via LinkedIn with potential clients.
1. **CRM Setup, Pipeline, and Ongoing Handover of Opportunities**
* A CRM solution is established for the Buyer if none exists. If the Buyer already has a CRM system, it is supported in the process.
* The dream client list is loaded into the CRM to allow for activity/result tracking and ad targeting only toward potential clients.
* The Supplier builds a lead management pipeline with the following default stages: Opportunities, Meeting Booked, Needs Assessment, Concrete Proposal, Contract, Accepted Offer, Rejected Offer, Stalled Dialogue.
* Stages may be customized as needed at no additional cost.
1. **Monthly Opportunity Reporting**
* Each month, the Supplier prepares an overview of “Opportunities” likely to result in dialogue. The Buyer typically handles these unless otherwise agreed. These are created in the Buyer's CRM setup.
1. **Sales Playbook**
* An operational Sales Playbook is developed, describing the activities the Buyer should conduct to maximize return from their opportunities.
* The Playbook is reviewed quarterly for further optimization of the conversion rate from opportunities to meetings.
* Telemarketing can be added if the Buyer wants the Supplier to act on the opportunities.
1. **Results Reporting**
* The Supplier delivers monthly reports on results and how they contribute to overall collaboration goals.
* The Buyer provides continuous feedback on the digital sales efforts generated by the Supplier.
* To optimize meetings, the Buyer must allocate resources to follow up on “Opportunities” or purchase telemarketing from the Supplier to maximize returns from the efforts.

## Optional Additional Deliverables

Beyond the services included in the content description, the Buyer may purchase additional deliverables from the list below. These are scoped and priced in agreement with the Buyer before starting. These will be invoiced separately. Hourly rates are in Annex 1, section 4.2.

* Telemarketing
* Video production and editing (beyond 24 hours semi-annually)
* Text production (not for ads)
* Graphic production (not for ads)
* Webinar production
* Knowledge platform
* CRM integration
* Other technical setups (not included in standard collaboration)

## ECONOMY AND BILLING

* Agreed fee:
	+ DKK 40,000/month excl. VAT for months 1 and 2
	+ DKK 25,000/month excl. VAT from month 3 onward
* Invoicing is monthly in advance, and payment is due 8 days after invoice date.
* The first invoice will be sent on [insert date].
* Any additional expenses, such as software or external graphic elements, are invoiced separately as per Annex 1, section 4.6.

## TERMINATION

The agreement may be terminated at any time with the current month + 60 days' notice by either party. Upon termination, the Supplier is entitled to payment for work done until the end of the notice period.

It is possible to end the collaboration at the end of month 4 without further commitment. Termination must be made in writing no later than the 20th of month 4, i.e., no later than [insert date].

## ANNEXES AND CHANGES

Technical specifications, systems, and deliverables referred to in this agreement are detailed in the annexes. These may be updated by agreement without requiring changes to the main agreement.

## DISPUTES

Any dispute arising from this agreement shall first be resolved through mediation. If unsuccessful, the dispute may be settled in Danish courts.

## AGREEMENT-SPECIFIC ADJUSTMENTS

If the parties have agreed on any deviations from the standard terms in this agreement, they must be listed below in bullet form. Each adjustment is only valid if described here and accepted in writing by both parties upon signing.

Example adjustments valid for this agreement between the Supplier and the Buyer:

* Example #1
* Example #2

## AGREEMENT EXECUTION

|  |  |
| --- | --- |
| **Supplier****[indsæt underskriver]**Mindmill Denmark ApSCVR: 32478298 Hasselager Centervej 21 - 23 8260 Viby J*Signed digitally* | **Buyer**[indsæt kontakt]*Signed digitally* |

# ANNEX 1 – CONTRACT TERMS

## RIGHTS AND OBLIGATIONS – THE AGENCY

**1.1** The Supplier shall perform the agreed tasks in accordance with this agreement and as detailed in the attached proposal.
**1.2** The Supplier must act loyally and solely in the interest of the Buyer.
**1.3** Within the scope of this contract, the Supplier has the freedom to plan and organize the work, including working hours and location. The Supplier may also freely choose who performs the work.
**1.4** All data is owned by the Buyer. The Supplier only acts as data processor, as described in the data processing agreement provided separately to the Buyer.

## BUYER’S PARTICIPATION

**2.1** The Buyer shall make personnel, documents, and possibly software available during the task execution to provide the Supplier with optimal working conditions.
**2.2** The Buyer must assist the Supplier in acquiring any necessary information about the Buyer’s company, including technical, financial, or organizational matters.
**2.3** The Buyer shall appoint one or more authorized persons to represent them in dealings with the Supplier.

## REPORTING

**3.1** Status meetings shall be held where the Supplier reports on project status and both parties discuss potential initiatives ahead of the next meeting.

## INVOICING AND ECONOMY

**4.1** The total financial terms are detailed earlier in the agreement. Invoicing is monthly as outlined.
**4.2** The fee excludes extra work resulting from expanded or changed tasks. Additional work not in the proposal is billed hourly as follows:

* Text tasks: DKK 800/hour
* Graphic tasks: DKK 800/hour
* Telemarketing: DKK 500/hour
* Other tasks: DKK 1,250/hour
All extra work must be pre-approved in writing by the Buyer.

**4.3** The Supplier’s invoices are due 8 days net.
**4.4** Overdue amounts bear interest per the applicable statutory interest rate.
**4.5** Non-payment is considered material breach; the Supplier may halt work until payment is received.

**4.6** Software Costs (upon written agreement):

* **Zapier (Data integration):**
DKK 200 pr. Month, billed monthly
* **Leadinfo (Website tracking):**
	+ For user access and website tracking:
	DKK 1,100 pr. month (up to 800 unique visitors)
	+ For Hubspot integration the following subscription is a minimum requirement:
	DKK 1,560 pr. month (up to 250 unique visitors)
* **Dripify (LinkedIn outreach automation):**
DKK 700 pr. month pr. user, billed monthly
* **SalesNavigator (LinkedIn segmentation):**
DKK 700 pr. month pr. user (billed directly between Buyer and LinkedIn)
* **Cognism (Phone data enrichment):** DKK 0 (covered by Mindmill license)
* **Subdomain/Landing page hosting:**
DKK 250 pr. month, billed monthly
(Pages cannot be transferred post-collaboration. Buyer may host their own with Supplier’s text.)
* **HubSpot license:**
DKK 9,400 pr. year (1 sales seat + 1 core seat), extra seats DKK 675/month
* **Fibbler (HubSpot reporting tool):**
DKK 450 pr. month, billed monthly
(subscription ends when collaboration ends)

Additional costs may arise for licensed fonts or stock imagery required by the Buyer’s campaign. These will be invoiced directly at purchase price.

**4.7** If meetings or shoots take place >30 km from the Supplier’s address, travel costs and mileage (per Danish state rates) are invoiced.

## INTELLECTUAL PROPERTY RIGHTS

**5.1** The Buyer is fully responsible that the requested work does not infringe on third-party rights.

## TIMELINE AND DEADLINES

**6.1** A general timeline will be drafted post-workshop.
**6.2** The Supplier may request extensions if delays are due to:
a) Buyer expands or changes the task scope.
b) Buyer fails to provide staff, documents, or info.
c) Other suppliers miss deadlines affecting the Supplier’s delivery.
d) Events outside the Supplier’s control or that could not be foreseen.

## DELAYS, ERRORS AND NEGLIGENCE

**7.1** The Supplier is not liable for delays caused by the Buyer.
**7.2** The Supplier is not liable for loss of profits, business interruption, or other indirect loss.

## BREACH OF CONTRACT

**8.1** Either party may terminate the agreement without notice in case of material breach.
**8.2** If the Buyer terminates due to breach, the Supplier is entitled only to payment for work completed before termination.
**8.3** The Buyer may claim damages under general Danish law.
**8.4** Termination must be preceded by written notice specifying the breach and allowing 10 days to remedy it.

## CONFIDENTIALITY

**9.1** Both parties must keep confidential all non-public information and materials about the other party.
**9.2** This obligation extends to employees, subcontractors, and external consultants.
**9.3** Confidentiality remains in effect after task completion and contract termination.

## TRANSFER OF RIGHTS AND OBLIGATIONS

**10.1** Neither party may transfer rights or obligations without written consent. Consent may not be unreasonably withheld.
**10.2** If working files are requested, the Supplier will remove any licensed material before transfer. This includes fonts, images, mockups, icons, etc.
Links for license purchase can be shared with the Buyer. File packaging costs from DKK 15,500.

## AMENDMENT PROCEDURE

**11.1** Amendments must be made in a written addendum signed by both parties.

## 12. DISPUTES, GOVERNING LAW AND JURISDICTION

**12.1** The agreement is governed by Danish law.
**12.2** Disputes must first be attempted resolved via mediation through the Danish Mediation Institute.
Either party may request mediation once a dispute arises.
This does not limit access to legal remedies such as injunctions or prevent court action to avoid rights loss or limitation periods.
**12.3** If no resolution is reached through mediation, either party may take the dispute to Danish courts.

## COSTS

**13.1** Each party covers its own costs related to entering into this agreement.