

GENERAL TERMS AND CONDITIONS TREND OFFICE BAKAS

Trend Office Bakas b.v.
Sarphatipark 56hs
Amsterdam

Definitions

In these general terms and conditions, the following terms shall have the following meanings:

- 'Client' : the other party to the contract with Trend Office Bakas
'TOB' : Trend Office Bakas b.v.
'Bakas' : Mr Adjiedj Bakas, who is made available by Trend Office Bakas for an Appearance.
'Appearance' : the lecture, presentation, master class or comparable service provided by Bakas
'in writing': : this is also understood to mean by fax or by email.

Applicability of these terms and conditions

1. These terms and conditions apply to all quotations and contracts between Trend Office Bakas and the Client, barring insofar as these terms and conditions are expressly deviated from in writing.
2. These terms and conditions also apply to all contracts with Trend Office Bakas which require the services of third parties.
3. If one or more articles in these terms and conditions are not applicable, this will not invalidate any of the remaining articles.

Quotation and formation of the contract

4. A contract is concluded between TOB and the Client once TOB has accepted the assignment from the Client in writing, or when a start has been made with performing that assignment.
5. The quotations issued by TOB are subject to contract; they are valid for ten days, unless otherwise indicated. The Client's acceptance of a proposal is only binding if TOB confirms the acceptance in writing within 10 days.
6. All prices in quotations exclude VAT unless otherwise indicated.
7. The Client renounces its rights of dissolution or renunciation by virtue of article 6:227c paragraph 2 of the Dutch Civil Code, insofar as the Client acts in the course of a profession or business.

Requests and reservations

8. For the first 14 days after the date of the request, no expenses are involved for the Client when a reservation is made for an Appearance.
9. Final confirmation of a reservation has to be made in writing within these 14 days by the Client. If confirmation is not made in time, TOB is entitled to cancel the Client's reservation.

10. The Client has to request, in writing, extension of the term of a reservation within the first 14 days. In the event that this term is extended, TOB will charge a deposit to the Client of 50% of the Fee that is owed for the Appearance. And the cancellation conditions in article * 8 paragraph 3 will apply.
11. If the Appearance is due to take place within 6 weeks of requesting the optional reservation then TOB will invoice the client 100% of the remuneration.
12. If the presentation is due to take place more than 6 weeks after requesting the (optional) reservation then TOB will invoice the client 50% of the remuneration.

Execution of the contract

13. When executing the contract, TOB will exercise the care of a good provider of services. If and insofar as a correct execution of the contract is required of TOB, TOB is entitled to specify that certain activities are performed by one or more people that it nominates, which also includes third parties external to TOB.
14. The Client shall ensure that all data which TOB indicates is necessary or which the client can reasonably be expected to know is required for the execution of the contract, is provided to TOB in good time. If the information required for execution of the contract cannot be provided on time to TOB, TOB is entitled to suspend execution of the contract and/or to charge to the Client the costs resulting from the delay in accordance with the fees agreed with the Client, or in the absence of an agreement, in accordance with the usual fees.
15. TOB is not liable for any damages resulting from it using incomplete or incorrect information that has been supplied by the Client, unless that information should reasonably have been known by TOB to be incomplete or incorrect.

Amendments to the contract

16. If prior to or during the Appearance it becomes clear that proper performance of the work requires additions or modifications, then both parties shall agree and incorporate the necessary changes into the contract in good time.
17. TOB shall inform the client in advance if the amendment or supplement to the contract has financial and/or quality consequences. If a fixed fee has been agreed, TOB shall further indicate the extent to which the amendment or addition to the contract will result in that fee being exceeded.

Confidentiality

18. Both parties are bound to keep secret all confidential information they receive within the scope of their contract from each other or from another source. Information is deemed to be confidential when this is stated by the other party or when it arises from the nature of the information.

Intellectual property

19. Without prejudice to the foregoing in respect of Confidentiality, TOB reserves the rights and powers to which it is entitled, among others, on the grounds of the Copyright Act, the Neighbouring Rights Act, the Database Protection Act and the Benelux Convention on Intellectual Property.
20. All the material supplied by TOB such as reports, recommendations, presentations, text, designs,

graphs, drawings, data carriers, visual material, software, etc. are only to be used by the client within the framework of the contract and may not be copied, published or made available to third parties without the prior consent of TOB.

21. TOB also reserves the right to use the knowledge gained by performing the work for purposes other than execution of the contract, insofar as third parties are not informed of any confidential information.

Termination of the Contract

22. If the Client wholly or partially cancels an (optional) contract that has been confirmed in writing prior to or on the first date of the Appearance, Trend Office Bakas is entitled to the following compensation:
 - a. up to 8 days before or on the first date of the Appearance: 100% of the fee;
 - b. up to 15 days before or on the first date of the Appearance: 75% of the fee;
 - c. up to 22 days before or on the first date of the Appearance: 50% of the fee;
 - d. up to 29 days before or on the first date of the Appearance: 25% of the fee;
 - e. up to 43 days before or on the first date of the Appearance: 10% of the fee;
 - f. more than 43 days before or on the first date of the Appearance: 0% of the fee;
23. Any initial deposit paid by the Client will be deducted from the compensation in article 8 paragraph 1.
24. The amount owed by the Client to Trend Office Bakas is immediately due and payable in the following circumstances:
 - a. If TOB has reason to believe that the Client will not (be able to) meet its obligations under the contract;
 - b. If TOB has asked the Client to provide certain assurances that it will meet its obligations under the contract and these assurances are not, or are insufficiently, provided.
 - c. In the event of the Client's liquidation, bankruptcy or moratorium on payment, or when use of the debt rescheduling arrangement in respect of the Client is pronounced
25. In the cases mentioned, TOB is empowered to defer the further execution of the contract, or to dissolve the contract, without prejudice to the right of TOB to collect full compensation.
26. TOB retains the right up to 2 weeks before the agreed Appearance date to cancel the contract for whatever reason and repay the Client all amounts which the Client has paid up to that time (all or part of the fee) or alternatively credit the Client with the amount of the agreed fee. Trend Office Bakas will not be liable to the Client for any damages or obligations other than repayment or crediting the Client as stated above.
27. Cancellation of the contract by Trend Office Bakas within a period of 2 weeks or less before the agreed Appearance date is allowed under the following circumstances:
 - a. The Client does not fulfil its obligations;
 - b. Bakas is prevented for health reasons or because of extreme illness or death of a close family member;
28. The event under 27 sub b. is considered to be force majeure on the part of TOB within the context of article 6:75 of the Dutch Civil Code. If the aforementioned events occur, at its discretion, the Client is entitled to the Appearance under the same conditions on a date to be established by mutual agreement, within a period of six (6) months after the date of the event, or to a refund of the fee and costs that have been paid. The Client shall not be entitled to claim for compensation.

Fee, travel and accommodation expenses

29. The fee is exclusive of VAT and travel and accommodation expenses.
30. Once the contract has been concluded, TOB is entitled to pass on the costs of increases in travel or accommodation expenses that occur.
31. If the increase amounts to more than 20%, the client is entitled to cancel the contract with immediate effect.

Payment

32. Payment has to be made within 14 days of the invoice date, by transferring the payable amount to the bank account number stated on the invoice.
33. When 14 days after the invoice date have passed, the Client is in default without notice of default being required; as from the time of being in default, the Client owes the statutory interest rate + 2% on the payable amount
34. Clients' payments shall first be allocated to the settlement of interest and costs and any remaining amount will be allocated to the settlement of invoices which are the longest outstanding for payment, even where the Client maintains that payment is for a more recent invoice.

Collection costs

35. If the Client does not fulfil one of its obligations, or does not fulfil this in time, in addition to the agreed price and costs, all costs in order to obtain payment extrajudicially shall be borne by the Client, also including the costs for preparing and sending demands, putting together a proposal for an out-of-court settlement and obtaining information. In any case, in the event of a breach, the Client owes:

- on the first Euro 2,950.00	15%
- on the amount in excess of this up to Euro 5,900.00	10%
- on the amount in excess of this up to Euro 14,748.00-	8%
- on the amount in excess of this up to Euro 58,990.00-	5%
- on the amount in excess of this	3%

If TOB can demonstrate that it has incurred higher costs, these shall also be eligible for compensation.

36. The Client owes to TOB the court costs that are incurred by TOB owed in all instances, barring insofar as the Client can prove that these are unreasonably high. This will only apply if TOB and the client enter into legal proceedings in relation to a contract to which these General Terms and Conditions apply and a court judgement that rules entirely or predominantly against the Client has become final and conclusive.

Liability

37. In all instances of liability of TOB, this is limited to the invoice value of the relevant Appearance, unless the loss can be blamed on intentional act or omission on the part of TOB.

Force majeure

38. Without prejudice to the provisions concerning force majeure, understood to be meant by force majeure are all circumstances that prevent fulfilment of the obligation and that cannot be attributed to TOB. Also understood by this (if and insofar as these circumstances render fulfilment impossible, or

unreasonably interfere with fulfilment) are: strikes at companies other than those of TOB, wildcat strikes or political strikes in the TOB company; a general lack of the items that are required to effect the agreed performance; unforeseeable standstill at third parties on which TOB is dependent and general transport problems.

39. TOB also has the right to plead force majeure, if the circumstance that hinders (further) compliance occurs after TOB had to meet its obligation. During force majeure, TOB's obligations are suspended.
40. If TOB has pleaded force majeure, the Client is entitled to the Appearance under the same conditions on a date to be established by mutual agreement, within a period of six (6) months after the date planned for the Appearance, or to claim a refund of the fee that has already been paid. The Client is still obliged to reimburse costs that have already been incurred.

Settlement of disputes

41. The court of Amsterdam has exclusive jurisdiction for all disputes that may arise between TOB and the Client. However, TOB retains the authorisation to serve a summons to the Client for the competent court of the Client's location.

Applicable law

42. Dutch law shall apply to each and every contract between TOB and the client. Article 19 Amendment of the terms and conditions TOB has the right to amend these terms and conditions. These amendments take effect on the time of entry into force that has been announced. TOB will promptly send the amended terms and conditions to the Client. If no time of entry into force is stated, as far as the Client is concerned, the amendments take effect as soon as the Client has been informed of the amendment.