



## TERMS AND CONDITIONS DEXTER VISIONS BV

DEXTER VISIONS BV  
HOOFDWEG 680  
2132BT HOOFDORP

### Definitions

These general terms and conditions mean:

'Client': the other party of Dexter Visions

'DEXTER VISIONS': Dexter Visions b.v.

'Bakas': Mr Adjiedj Bakas, made available by Dexter Visions for a Performance.

'Performance': the lecture, presentation, master class or similar performance of Bakas

'written': this is also understood by fax or e-mail.

### Applicability of these terms and conditions

1. These terms and conditions apply to all offers and agreements between Dexter Visions and the Client, except to the extent expressly departed in writing.
2. These conditions also apply to all agreements with Dexter Visions for the execution of which third parties should be involved.
3. The possibility of not applying a (part of a) provision of these general terms and conditions shall be within prejudice to the applicability of the other provisions.

### Quotations and conclusion agreement

4. Between DEXTER VISIONS and the client an agreement is established as soon as DEXTER VISIONS has accepted the client's assignment in writing, or has made a start with its execution.
5. The tenders made by DEXTER VISIONS are non-binding; they are valid for 10 days, unless otherwise stated. DEXTER VISIONS is only bound to the offers, if the client has confirmed the acceptance of this in writing by DEXTER VISIONS.
6. All prices in quotations do not include VAT, unless otherwise stated.
7. The client waives his right to dissolution or rejection under Article 6:227c(2) OF THE DUTCH CC, in so far as he acts in the exercise of profession or holding.

### Requests and Reservations

8. A reservation for a Performance does not charge the first 14 days after the date of application.

9. Final confirmation of a reservation must be made in writing by the Client within these 14 days. If confirmation has not taken place in time, DEXTER VISIONS has the right to cancel the reservation of the Client.
10. Extension of the period of a reservation must be requested by the Client schriftelijk within the first 14 days. In the event of an extension, DEXTER VISIONS will charge a deposit of 50% of the Remuneration due for the lecture to the Client. This shall apply to the cancellation policy referred to in Article 8(3).
11. If the date of the Performance takes place within 6 weeks at the time of the optional application, DEXTER VISIONS will charge a deposit of 100% of the Client fee.
12. For (optional) reservations whose Performance is further than 6 weeks ahead at the time of the application, DEXTER VISIONS will charge a deposit of 50% of the Client's fee.

#### **Implementation of the agreement**

13. DEXTER VISIONS will respect the care of a good contractor when implementing the agreement. If and to the extent that the agreement requires a proper implementation of the agreement under DEXTER VISIONS, DEXTER VISIONS has the right to carry out certain activities by one or more persons to be designated by it, including third parties outside DEXTER VISIONS.
14. The Opdrachtgever shall ensure that all data, which DEXTER VISIONS indicates are necessary or whose client should reasonably understand that they are necessary for the performance of the agreement, are provided to DEXTER VISIONS in good time. If the data required for the performance of the agreement have not been provided to DEXTER VISIONS in good time, DEXTER VISIONS has the right to suspend the performance of the agreement and/or the costs resulting from the delay according to the rates agreed with the client, or in the absence of the current rates, to charge the client.
15. DEXTER VISIONS shall not be liable for damage, of any kind, arising because DEXTER VISIONS was based on incorrect and/or incomplete data provided by the client, unless that inaccuracy or incompleteness was known or should be known to it.

#### **Modification of the agreement**

16. If it appears before or during the Action that proper implementation is necessary to amend or supplement the work to be carried out, the parties will adapt the agreement accordingly in good time and by mutual agreement.
17. If the change or addition to the agreement has financial and/or qualitative consequences, DEXTER VISIONS will inform the client in advance. If a fixed fee has been agreed, DEXTER VISIONS will indicate to what extent the modification or supplement of the agreement results in an overrun of this fee.

#### **Secrecy**

18. Both parties are obliged to maintain confidentiality of all confidential information obtained under their agreement from each other or from other sources. Information shall be confidential if communicated by the other party or if this results from the nature of the information.

#### **Intellectual**

19. Without prejudice to the provisions of confidentiality, DEXTER VISIONS reserves the rights and

powers which it forward, among other things, under the Copyright Act, Law on Related Rights, Database Law and the Benelux Convention on Intellectual Property.

20. All documents provided by DEXTER VISIONS, such as reports, opinions, designs, sketches, drawings, software, data carriers, etc., are intended solely to be used by the client under the agreement and may not be reproduced, disclosed or notified by third parties without the prior consent of DEXTER VISIONS.
21. DEXTER VISIONS also reserves the right to use the knowledge increased by carrying out the work for purposes other than in carrying out the contract, in so far as no confidential information is disclosed to third parties.

### **Termination of the Agreement**

22. If the Client terminates a written (optional) agreement in whole or in part for or on the first date of the Performance, Dexter Visions is entitled to the following compensation:
  - a. up to 8 days before or on the first date of the Performance: 100% of the Remuneration;
  - b. up to 15 days before or on the first date of the Performance: 75% of the Remuneration;
  - c. up to 22 days before or on the first date of the Performance: 50% of the Remuneration;
  - d. up to 29 days before or on the first date of the Performance: 25% of the Remuneration;
  - e. up to 43 days before or on the first date of the Performance: 10% of the Remuneration;
  - f. more than 43 days before or on the first date of the Performance: 0% of the Remuneration;
23. These percentages of Article 7(1) and 2 will be set off by Dexter Visions with any payments made by the Client to Dexter Visions.
24. Dexter Visions' claims to the Client are immediately claimable in the following cases:
  - a. if, after concluding the agreement, inform Dexter Visions that they fear that the Client will not fulfil its obligations;
  - b. if Dexter Visions has asked the Client to provide security for the fulfilment and this security is not possible or is insufficient when concluding the agreement.
  - c. In the event of liquidation, bankruptcy or suspension of payment of the Opdrachtgever or where the application of the debt settlementscheme is declared in respect of Opdrachtgever
25. In the cases mentioned, DEXTER VISIONS is authorised to suspend the further implementation of the agreement or to terminate the agreement, without prejudice to the right of DEXTER VISIONS to claim full compensation.
26. DEXTER VISIONS has the right to cancel the agreement, for its moving reasons, until two (2) weeks before the agreed date of execution, under reimbursement of funds already paid by the Client to Dexter Visions (whole or part of the fees paid, or under the credit of the agreed fee. Beyond reimbursement or credit as a forementioned, Dexter Visions will never be liable for damages to the Client.
27. Cancellation by Dexter Visions in the period from two (2) weeks before the agreed date of the Performance until the date of the Performance is permitted if:
  - a. The Client does not fulfil its obligations;
  - b. Bakas itself is prevented for health reasons or because of serious illness or death of a relative or relationship;
28. The case under 27 sub b. is considered force majeure on the side of DEXTER VISIONS within the meaning of Art. 6:75 BW. If these cases occur, the Client shall have the right to act under the same conditions under the same conditions on a date to be determined in consultation within a period of six(6) months after the event date, or refund of the fees paid and costs. The Opdrachtgever will not have appealed for compensation.

### **Fee, travel and subsistence costs**

29. The fee does not include VAT and travel and subsistence expenses.
30. DEXTER VISIONS is entitled to calculate increases in travel or subsistence costs after the agreement.
31. If the increase exceeds 20 %, the client has the right to terminate the agreement with immediate effect.

### **Payment**

32. Payment must be made within 14 days of invoice date, by transferring the amount due to the account number indicated on the invoice .
33. After the expiry of 14 days after the invoice date, the Opdrachtgever is in default without requiring a notice of default; the Opdrachtgever shall be person from default on the claimable amount an interest of the statutory trading rate + 2%
34. Payments made by the client always apply to the indemnity in the first place of all interest and costs due, secondly of claimable invoices open by the longest, even if the client mentions that the satisfaction relates to the on a later invoice.

### **Incassokosten**

35. If the client does not comply with one of his obligations in good time, in addition to the agreed price and costs, all costs for obtaining payment are borne by the client, including the costs for the drawing up and sending reminders, making a settlement proposal and obtaining information. In any case, the client is due in the event of a deficiency:
  - for the first Euro 2,950,-15%
  - over the multiple to Euro 5,900,-10%
  - over the multiple to Euro 14,748,- 8%
  - over the multiple to Euro 58,990,- 5%
  - about the multiple 3%

If DEXTER VISIONS proves to have incurred higher costs, they are also eligible for compensation.

36. The client owes the judicial costs incurred by DEXTER VISIONS in all bodies, except to the extent that the client demonstrates that they are unreasonably high. This applies only if DEXTER VISIONS and the client carry out legal proceedings in respect of an agreement to which these general terms and conditions apply and a judicial decision goes into force of referral, in which the client is completely or to present.

### **Liability**

37. In all cases of liability of DEXTER VISIONS, it is limited to the invoice value of the action in question, unless the damage is due to intent on the part of DEXTER VISIONS.

### **Force majeure**

38. Without prejudice to the provisions of force majeure, force majeure will mean all the circumstances preventing the fulfilment of the commitment and which cannot be attributed to DEXTER VISIONS. Below, (if and in so far as these circumstances make the fulfilment impossible or unreasonable complicate) will be included: strikes in companies other than those of DEXTER VISIONS, wild strikes

or political strikes in dexter visions' company ; a general lack of necessary matters for achieving the agreed performance; unforeseeable stagnation among third parties whose DEXTER VISIONS and general transport problems.

39. DEXTER VISIONS also has the right to rely on force majeure if the circumstance preventing (further) fulfilment occurs after DEXTER VISIONS had had to fulfil its commitment. During force majeure, dexter visions' obligations are suspended.
40. If DEXTER VISIONS has relied on force majeure, the Client has the right to act under the same conditions on a date to be determined in consultation within a period of six(6) months of the date already scheduled for the Performance, or to require a refund of already paid fees. However, the client continues to reimburse costs already incurred.

### **Geschillenbeslechting**

41. The court in Amsterdam is exclusively competent to hear from all disputes that were allowed between DEXTER VISIONS and the client. Dexter VISIONS, however, remains competent to subpoena the client before the competent court of the client's place of residence.

### **Applicable law**

42. Dutch law applies to each agreement between DEXTER VISIONS and the client. Article 19 Amendment of the conditions DEXTER VISIONS shall be empowered to make changes to the conditions laid down. These amendments shall enter into force at the announced time of entry into force. DEXTER VISIONS will forward the amended conditions to the client in good time. If no time of entry into force has been communicated, changes to the client will enter into force as soon as the change has been communicated.